



# REGULAR MEETING OF THE MILPITAS CITY COUNCIL



## AGENDA

TUESDAY, APRIL 21, 2026

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

5:00 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>

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## **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](mailto: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\\_JkcJUomITiC4Jvnx4k7p5Q](https://ci-milpitas-ca-gov.zoom.us/webinar/register/WN_JkcJUomITiC4Jvnx4k7p5Q)

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](mailto: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.
- Use electronic devices appropriately 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 (5:00 PM)**

**ADJOURN TO CLOSED SESSION**

**(a) PUBLIC EMPLOYEE APPOINTMENT AND HIRING**

Pursuant to Government Code Section 54957(b)  
Employee Position: City Manager

**(b) CONFERENCE WITH LABOR NEGOTIATOR**

Pursuant to Government Code Section 54957.6  
Agency's Designated Representative(s): Christian Curtis, City Attorney; and Wendi Brown, WBCP  
Employee Organization(s): Unrepresented City Manager

**(c) CONFERENCE WITH LABOR NEGOTIATOR**

Pursuant to Government Code Section 54957.6  
Agency's Designated Representative(s): Jared Hernandez, Acting City Manager, Matt Cano, Assistant City Manager, Rick Bolanos, Liebert Cassidy Whitmore  
Employee Organization(s): Professional and Technical Employees, Mid-Management and Confidential Employees, Milpitas Employees Association, International Association of Firefighters, Milpitas Police Officers 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** (Vice Mayor Barbadillo)

**PRESENTATIONS**

- Black April (Proclamation)
- Milpitas Performing Arts Center Presentation (Commendation)
- Arts, Culture and Creativity Month (Proclamation)
- Earth 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 April and May 2026.

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

Recommendation: Approve City Council Meeting minutes of April 7, 2026.

**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. Authorize and Approve Travel Request for Mayor Montano to Long Beach, CA for the U.S. Mayors 94th Annual Meeting (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

Recommendation: Authorize and approve the travel for Mayor Montano to Long Beach, CA for the U.S. Mayors 94th Annual Meeting to be held on June 4-7, 2026, for an estimated total amount of \$3,400, budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.

**C6. Waive the Second Reading and Adopt Ordinance No. 194.2 Amending Section 2.00 of Milpitas Municipal Code Title 1, Chapter 3 to Amend the Council Vacancy Ordinance and Reduce Special Election Costs (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

Recommendation: Move to waive the second reading and adopt Ordinance No. 194.2 amending Section 2.00 of Milpitas Municipal Code Title 1, Chapter 3 to revise language relating to Council Vacancy Ordinance.

**C7. Consider Opting into Nationwide Settlement Agreements with Six Regional Distributors/Defendants (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3050; and Christopher Creech, Assistant City Attorney, 408-586-3040)**

Recommendation: Authorize the City Manager to opt into settlement agreements with certain opioids manufacturers/distributors and assign settlement proceeds to the County of Santa Clara for the opioid remediation efforts and authorize the City Manager to execute settlement agreement(s) and any other documents necessary to implement the action.

**C8. Adopt a Resolution Amending Resolution No. 1626, the Classification Plan, to Approve a Three Percent (3%) Salary Increase for Unrepresented Miscellaneous Classifications, Retroactive to the First Pay Period in July 2025 (Staff Contact: Kelli Parmley, Human Resources Director, 408-586-3086)**

Recommendation: Adopt a resolution amending Resolution No. 1626, the Classification Plan, to approve a three percent (3%) salary increase for Unrepresented Miscellaneous classifications, retroactive to the first pay period in July 2025, and approve and adopt the updated Citywide pay schedule titled “All Job Classifications/Salary Table” attached as Exhibit A.

- C9. Authorize the City Manager, or Designee, to Negotiate and Execute a Purchase Order with National Auto Fleet Group for Ford Police Specialty Vehicles (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Christian Di Renzo, Public Works Director, 408-586-2602)**

Recommendation: Authorize the City Manager, or designee, to negotiate and execute a purchase order with National Auto Fleet Group to purchase three (3) police specialty vehicles for a not-to-exceed amount of \$162,587.86.

- C10. Waive the Second Reading and Adopt Ordinance No. 41.13 Amending Section 1.07 of Milpitas Municipal Code Title 1, Chapter 500 to Revise Language Relating to the Selection of Planning Commission Officers (Staff Contact: Jay Lee, Planning and Neighborhood Services Director, 408-586-3077)**

Recommendation: Move to waive the second reading and adopt Ordinance No. 41.13 amending Section 1.07 of Milpitas Municipal Code Title 1, Chapter 500 to revise language relating to selection of Planning Commission officers.

- C11. Receive and Approve the Calendar Year 2025 Controlled Equipment Annual Report (Staff Contact: Frank Morales, Acting Chief of Police, 408-586-2521)**

Recommendation: Receive and approve the Calendar Year 2025 Controlled Equipment Annual Report.

- C12. Approve and Authorize the City Manager, or Designee, to Execute an Agreement with HydroScience Engineers, Inc. for Fire Flow and Sanitary Sewer Pipeline Improvements Project – Phase 1 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: Approve and authorize the City Manager, or designee, to execute a Design Services Agreement with HydroScience Engineers, Inc. in an amount not to exceed \$797,610 for the Fire Flow and Sanitary Sewer Pipeline Improvements Project – Phase 1, CIP Nos. 7150 & 6138.

- C13. Adopt Resolutions Approving the Annual Engineer’s Report and Declaring Its Intention to Levy and Collect Assessments, and Provide Notice of Public Hearing for Landscaping and Lighting Maintenance Assessment District No. 98-1 Sinclair Horizon (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: (1) Adopt a resolution approving the Annual Engineer’s Report; and, (2) Adopt a resolution declaring its intention to levy and collect assessments and provide notice of public hearing to be held on May 19, 2026, for Landscaping and Lighting Maintenance Assessment District No. 98-1 Sinclair Horizon.

- C14. Adopt Resolutions Approving the Annual Engineer’s Report and Declaring Its Intention to Levy and Collect Assessments, and Provide Notice of Public Hearing for Landscaping and Lighting Maintenance Assessment District No. 95-1 McCarthy Ranch (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: (1) Adopt a resolution approving the Annual Engineer’s Report; and (2) Adopt a resolution declaring its intention to levy and collect assessments and provide notice of public hearing to be held on May 19, 2026, for Landscaping and Lighting Maintenance Assessment District 95-1 McCarthy Ranch.

**C15. Adopt a Resolution to Approve Project Plan and Specifications and Award the Construction Contract to GSW Construction, Inc. for the Curtis Recycled Water Main Repair Project – Phase 1 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: Adopt a resolution to: (1) Approve the project plan and specifications, (2) Award the construction contract to GSW Construction, Inc., the lowest responsible bidder submitting a responsive bid, in the amount of \$164,130; (3) Authorize the City Manager, or designee, to execute the construction contract with GSW Construction, Inc.; (4) Authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not-to-exceed \$41,000; and (5) Approve a budget appropriation of \$205,130 into the Water Maintenance & Operations Fund for the Curtis Recycled Water Line Repair Project Phase 1.

**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.

**16. Conduct a Public Hearing and Approve Reissuance of Tax Equity and Fiscal Responsibility Act (TEFRA) Tax-Exempt Revenue Bonds by the California Municipal Finance Authority for An Amount Not Exceeding \$47,000,000 for an Affordable Housing Development Located at 308 Sango Court (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

Recommendation: (1) Conduct a public hearing under the requirements of TEFRA; and (2) Adopt the resolution approving the reissuance of tax-exempt revenue Bonds by the California Municipal Finance Authority for the benefit of Milpitas Pacific Associates for an amount not exceeding \$47,000,000 for a multi-family affordable housing development located at 308 Sango Court, pursuant to the requirements of TEFRA.

**17. Conduct a Public Hearing and Adopt a Resolution Approving the FY 2026-27 Development and Storm Impact Fee Schedule for the Transit Area Specific Plan (TASP) Impact Fee, the Calaveras Boulevard Widening Traffic Impact Fee, and the Storm Drain Impact Fee (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Recommendation: Conduct a Public Hearing and adopt a resolution approving the FY 2026-27 Development and Storm Impact Fee Schedule for the Transit Area Specific Plan (TASP) Impact Fee, the Calaveras Boulevard Widening Traffic Impact Fee, and the Storm Drain Impact Fee.

**18. Conduct a Public Hearing and Adopt a Resolution Updating and Establishing Various User and Regulatory Fees (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Recommendation: Conduct a public hearing and adopt a resolution updating and establishing various user and regulatory fees effective July 1, 2026.

**LEADERSHIP AND SUPPORT SERVICES**

**19. County of Santa Clara Community Plan to End Homelessness Presentation**

Recommendation: Receive a presentation from the Santa Clara County Office of Supportive Housing on the Community Plan to End Homelessness.

**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: [cao@milpitas.gov](mailto:cao@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](http://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: <https://www.milpitas.gov/129/Agendas-Minutes> (select meeting date)

### **APPLY TO SERVE ON A CITY COMMISSION**

Commission application forms are available online at [www.milpitas.gov](http://www.milpitas.gov) or at Milpitas City Hall. Contact the City Clerk’s Office at 408-586-3005 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 408-586-3005 or send an e-mail to [CityClerk@milpitas.gov](mailto:CityClerk@milpitas.gov) prior to the meeting. You may request a larger font agenda.*

| March 2026 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| S          | M  | T  | W  | T  | F  | S  |
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| 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

## April 2026

| May 2026 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| 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  |
|-----------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|
|           |                                                                                    |                                                                                                         | <b>1</b><br><b>2:00 PM</b> -Santa Clara VTA Monthly Briefing - Northeast Group (CM) (Santa Clara)<br><b>5:30 PM</b> -Veterans Commission (GB)<br><b>7:00 PM</b> -Community Housing Commission (EC)                                                                   | <b>2</b><br><b>5:30 PM</b> -Milpitas Chamber of Commerce Board (GB)<br><b>5:30 PM</b> -Santa Clara VTA Board of Directors (CM)                                                                                                                 | <b>3</b>  | <b>4</b>  |
| <b>5</b>  | <b>6</b><br><b>7:00 PM</b> -Parks, Recreation & Cultural Resources Commission (EC) | <b>7</b><br><b>6:00 PM</b> -Closed Session<br><b>7:00 PM</b> -City Council                              | <b>8</b><br><b>12:00 PM</b> -SCVWD Water Commission (CM/GB) (SCVWD Headquarters Building Boardroom, 5700 Almaden Expressway, San Jose, CA)<br><b>7:00 PM</b> -Silicon Valley Clean Energy Board of Directors (GB) (Sunnyvale)<br><b>7:00 PM</b> -Planning Commission | <b>9</b><br><b>4:00 PM</b> -Treatment Plant Advisory Committee (CM) (San Jose)<br><b>4:00 PM</b> -Santa Clara VTA Policy Advisory Committee (EC)<br><b>6:00 PM</b> -Youth Advisory Commission (HL)<br><b>7:00 PM</b> -Cities Assoc of SCC (CM) | <b>10</b> | <b>11</b> |
| <b>12</b> | <b>13</b><br><b>4:30 PM</b> -Economic Development and Trade Commission (WL)        | <b>14</b>                                                                                               | <b>15</b><br><b>4:00 PM</b> -City Council Finance Subcommittee (CM/EC)<br><b>6:00 PM</b> -Energy and Environmental Sustainability Commission (EC)                                                                                                                    | <b>16</b>                                                                                                                                                                                                                                      | <b>17</b> | <b>18</b> |
| <b>19</b> | <b>20</b><br><b>7:00 PM</b> -Science, Technology, and Innovation Commission (WL)   | <b>21</b><br><b>5:00 PM</b> -Closed Session<br><b>7:00 PM</b> -City Council                             | <b>22</b><br><b>5:30 PM</b> -Cities Assoc. of SCC - Recycling and Waste Reduction Commission (CM)<br><b>7:00 PM</b> -Planning Commission                                                                                                                             | <b>23</b>                                                                                                                                                                                                                                      | <b>24</b> | <b>25</b> |
| <b>26</b> | <b>27</b>                                                                          | <b>28</b><br><b>1:30 PM</b> -Senior Advisory Commission (HL)<br><b>5:30 PM</b> -Special Council Meeting | <b>29</b><br><b>12:00 PM</b> -Santa Clara Valley Water District - Water Commission (CM)                                                                                                                                                                              | <b>30</b>                                                                                                                                                                                                                                      |           |           |

| April 2026 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| S          | M  | T  | W  | T  | F  | S  |
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| 12         | 13 | 14 | 15 | 16 | 17 | 18 |
| 19         | 20 | 21 | 22 | 23 | 24 | 25 |
| 26         | 27 | 28 | 29 | 30 |    |    |

# Milpitas City Council Calendar

## May 2026

| June 2026 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| 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  |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|
|           |                                                                                                                                                                            |                                                                                    |                                                                                                                                                   |                                                                                                                                                                                                                                                 | <b>1</b>  | <b>2</b>  |
| <b>3</b>  | <b>4</b><br><b>7:00 PM</b> -Parks, Recreation & Cultural Resources Commission (EC)                                                                                         | <b>5</b><br><b>6:00 PM</b> -Closed Session<br><b>7:00 PM</b> -City Council         | <b>6</b><br><b>2:00 PM</b> -Santa Clara VTA Monthly Briefing - Northeast Group (CM) (Santa Clara)                                                 | <b>7</b><br><b>5:30 PM</b> -Santa Clara VTA Board of Directors (CM)<br><b>5:30 PM</b> -Milpitas Chamber of Commerce Board (GB)                                                                                                                  | <b>8</b>  | <b>9</b>  |
| <b>10</b> | <b>11</b><br><b>4:30 PM</b> -Economic Development and Trade Commission (WL)                                                                                                | <b>12</b><br><b>4:00 PM</b> -Special City Council<br><b>4:00 PM</b> -Milpitas HOPE | <b>13</b><br><b>7:00 PM</b> -Planning Commission<br><b>7:00 PM</b> -Silicon Valley Clean Energy Board of Directors (GB) (Sunnyvale)               | <b>14</b><br><b>4:00 PM</b> -Santa Clara VTA Policy Advisory Committee (EC)<br><b>4:00 PM</b> -Treatment Plant Advisory Committee (CM) (San Jose)<br><b>6:00 PM</b> -Youth Advisory Commission (HL)<br><b>7:00 PM</b> -Cities Assoc of SCC (CM) | <b>15</b> | <b>16</b> |
| <b>17</b> | <b>18</b><br><b>7:00 PM</b> -Science, Technology, and Innovation Commission (WL)<br><b>7:00 PM</b> -Library and Education Commission (HL) (Milpitas Public Library)        | <b>19</b><br><b>5:00 PM</b> -Closed Session<br><b>7:00 PM</b> -City Council        | <b>20</b><br><b>4:00 PM</b> -City Council Finance Subcommittee (CM/EC)<br><b>6:00 PM</b> -Energy and Environmental Sustainability Commission (EC) | <b>21</b><br><b>6:30 PM</b> -Bay Area Water Supply Conserv Agency (CM) (Oak Room - San Mateo Main Library)<br><b>7:00 PM</b> -Public Safety and Emergency Preparedness Commission (WL)                                                          | <b>22</b> | <b>23</b> |
| <b>24</b> | <b>25</b><br><br><b>Memorial Day – City Observed Holiday</b><br><b>City Hall Closed</b> | <b>26</b>                                                                          | <b>27</b><br><b>7:00 PM</b> -Planning Commission                                                                                                  | <b>28</b><br><b>4:00 PM</b> -Silicon Valley Regional Interoperability Authority (SVRIA) (GB)                                                                                                                                                    | <b>29</b> | <b>30</b> |
| <b>31</b> |                                                                                                                                                                            |                                                                                    |                                                                                                                                                   |                                                                                                                                                                                                                                                 |           |           |



# REGULAR MEETING OF THE MILPITAS CITY COUNCIL

**MINUTES**  
**TUESDAY, APRIL 7, 2026**

The City Council of the City of Milpitas convened in a Regular Meeting of the Milpitas City Council on April 7, 2026, 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 6:01 PM and announced that Councilmember Lien Lien was participating remotely as a reasonable accommodation pursuant to Government Code Section 54953(c). Roll Call was taken by City Clerk Guzzetta.

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

ABSENT: None.

## **ADJOURN TO CLOSED SESSION**

City Attorney Curtis briefed the public on the closed session items. There being no public comment, the City council adjourned to Closed Session at 6:03 PM.

### **(a) CONFERENCE WITH LABOR NEGOTIATOR**

Pursuant to Government Code Section 54957.6  
Agency's Designated Representative(s): Jared Hernandez, Acting City Manager  
Employee Organization(s): Unrepresented Employees

### **(b) CONFERENCE WITH LABOR NEGOTIATOR**

Pursuant to Government Code Section 54957.6  
Agency's Designated Representative(s): Jared Hernandez, Acting City Manager; Matt Cano,  
Assistant City Manager; and Christian Curtis, City Attorney  
Employee Organization(s): Unrepresented City Manager

## **CLOSED SESSION ANNOUNCEMENT:**

The City Council reconvened at 7:10 PM. City Attorney Curtis had nothing to report out from Closed Session.

## **PLEDGE OF ALLEGIANCE**

The City Council recited the Pledge of Allegiance.

## **INVOCATION**

Vice Mayor Barbadillo provided the invocation.

## **PRESENTATIONS**

Mayor Montano, joined by the City Council, presented proclamations in recognition of Fair Housing Month, American Muslim Appreciation and Awareness Month, and National Public Safety Telecommunicators Week.

## **PUBLIC FORUM**

There were the following public speakers:

1. Kaveri Rangaraj
2. Cliff Williams

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

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

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

Mayor Montano read the City Council Code of Conduct.

## **APPROVAL OF AGENDA**

After discussion, motion: to approve the agenda.

Motion/Second: Councilmember Chua / Vice Mayor Barbadillo

Motion carried by the following:

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

NOES: None

## **CONSENT CALENDAR**

There were no public speakers.

After discussion, motion: to approve the Consent Calendar.

Motion/Second: Councilmember Lam / Vice Mayor Barbadillo

Motion carried by the following:

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

NOES: None

ABSENT:

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

Received City Council Calendar of Meetings for April 2026.

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

Approved City Council Meeting minutes of March 17, 2026.

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

Received the list of anticipated agenda items for the next regular City Council meeting.



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

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

**5. Adopt a Resolution for Authorization to Participate in the Franchise Tax Board City/County Business Tax Program (Staff Contact: Luz Cofresi-Howe, Finance Director, 408-586-3111)**

Adopted **Resolution No. 9493** authorizing the City Manager, or designee, to (1) Enter into a Standard Agreement (STD 213) with the California Franchise Tax Board for participation in the City/County Business Tax (CCBT) Program for the reciprocal exchange of business license and tax return data; (2) Complete and submit all required program forms, including the Security Questionnaire and FTB 712 Confidentiality Statements; and (3) Execute all instruments and take all actions necessary to implement and maintain the City's ongoing participation in the CCBT Program, including annual data submissions via the Secure Web Internet File Transfer (SWIFT) system.

**6. Consider Fee Waiver and Donation Requests from Milpitas Community Educational Endowment, Christian Worship Center Bay Area, and Positive Alternative Recreation Teambuilding Impact (Staff Contact: Renee Lorentzen, Director of Recreation and Community Services, 408-586-3409)**

(1) Approved Fee Waivers for (a) Milpitas Community Educational Endowment Annual Appreciation Dinner for \$521, (b) Christian Worship Center Bay Area Annual Egg Hunt for \$1500, and (c) Gen Grow Empower Nurture Celebrating Neurodiversity Event for \$1500; and (2) Approved Donation requests for (a) Positive Alternative Recreation Teambuilding Impact "Fusion" Milpitas Youth Community Outreach and Building Service Project kick-off event for \$500, and (b) Inclusive World Community Showcase for Neurodiverse Youth & High School Volunteers for \$325.

**7. Adopt a Resolution to Approve Project Plans and Specifications, Award Construction Contract to Star Construction, Inc., for the Sinnott Park Playground Renovation, CIP No. 3471 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Adopted **Resolution No. 9494** to (1) Approve the project plans and specifications, (2) Award the construction contract to Star Construction, Inc., the lowest responsible bidder submitting a responsive bid, in the amount of \$1,208,000, (3) Authorize the City Manager, or designee, to execute the construction contract with Star Construction, Inc.; and (4) Authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$182,000 for the Sinnott Park Playground Renovation, CIP No. 3471.

**8. Authorize the City Manager, or Designee, to Negotiate and Execute an Agreement with Environmental Innovations, Inc. for Stormwater Inspection Services (Staff Contact: Luz Cofresi-Howe, Finance Director, 408-586-3111; and Christian Di Renzo, Public Works Director, 408-586-2602)**

Authorized the City Manager, or designee, to negotiate and execute a Professional Services Agreement with Environmental Innovations, Inc., for Stormwater Inspection Services for a five-year term and a total amount not-to-exceed of \$376,180, subject to the appropriation of funds.

**9. Approve and Authorize the City Manager, or Designee, to execute Agreements with Quality Assurance Engineering, Inc. and Achievement Engineering Corp., for On-Call Inspection Services (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Approved and authorized the City Manager, or designee, to execute Professional Service Agreements with Quality Assurance Engineering, Inc., in an amount not to exceed \$700,000 and Achievement Engineering Corp. in an amount not to exceed \$300,000 for on-call inspection services for a five-year term.

## **PUBLIC HEARINGS**

### **10. Consider a Substantial Amendment to the 2025-2030 Consolidated Plan and the 2025-2026 Annual Action Plan (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3222)**

Acting City Manager Hernandez introduced the item. Housing Analyst Silva presented the report.

Mayor Montano opened the public hearing.

There were the following public speakers:

1. Mardo Rincan
2. Michael Thomas
3. Melanie Faure

Mayor Montano closed the public hearing.

Councilmember Chua asked after various applicants and their qualifications.

Vice Mayor Barbadillo asked about updates on federal grant conditions discussed months prior. Assistant City Manager Cano noted that the City had a signed agreement with HUD for the current fiscal year incorporating previously discussed language, though next year's requirements were unknown.

Mayor Montano sought clarification about the revolving loan funds, confirming these were CDBG funds subject to regulations with caps and national objective requirements. She asked about spending categories, and Housing Analyst Silva confirmed they were limited to public services, program administration, capital projects, and economic development activities only from applications received during the period. When Mayor Montano asked about using funds for Main Street revitalization or signage, staff clarified that applicants must meet national CDBG objectives.

Councilmember Lam asked about the logic behind percentage allocations. Staff explained public services received the most applications so maximizing funding made sense, program administration was operationally costly, so maximizing the cap was in the city's interest, and the remainder followed the 60-40 split decided at the May 6 council meeting.

After discussion, motion: to approve a substantial amendment to the 2025-2030 Consolidated Plan and the 2025-2026 Annual Action Plan; Allocate any new program income earned after this amendment and during the 2025-2030 Consolidated Plan period to: (a) maximize the program administration cap, (b) maximize the public services cap, and (c) Use the remainder of funds to Capital or Economic Development; and Authorize the City Manager, or designee, to make any necessary changes to the 2025-2030 Consolidated Plan and 2025-2026 Annual Action Plan.

Motion/Second: Vice Mayor Barbadillo / Councilmember Lien

Motion carried by the following:

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

NOES: None

## **LEADERSHIP AND SUPPORT SERVICES**

### **11. Review the List of New Workplan Item Requests from Individual Councilmembers and Provide Direction to Staff Through the Council-Approved Prioritization Process (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

Acting City Manager Hernandez introduced the item and Assistant City Manager Cano provided the presentation.

There were the following public speakers:

1. Mike Pellizari

Councilmember Lam clarified his intent for Item C3 was solely to rename the Science, Technology & Innovation Commission to "Technology Commission." Staff confirmed this could be accomplished administratively in fewer than four hours and removed the item from the voting list.

Councilmember Chua asked that C2 be deferred to the next prioritization session.

For Item C7, staff noted the City had already arranged to use VTA bus shelter advertising for FIFA within the existing budget; prioritization would be relevant only for potential ongoing use. On C8, Mayor Montano noted the City previously had a pilot street sweeping program and asked for a follow-up email on its current status.

Mayor Montano asked for clarification on Item C1. Acting City Manager Hernandez noted that the issue that under the current municipal code is that a liquor store cannot open near an existing childcare facility, but a childcare facility may be approved next to an existing liquor store. He suggested that it may be possible to fix the policy administratively. Mayor Montano indicated she wished to keep the item on the prioritization list to ensure the language is strengthened regardless.

The City Council conducted the first round of voting to determine which referrals would advance to the ranking process. IT Director Nam explained the electronic voting procedure, and City Clerk Guzzetta reported that three referrals received enough votes to move forward. The results of the first round were as follows:

- C1 - Review the existing policy to possibly grant the City Council authority to approve or deny licensed massage facilities and ABC licenses
- C7 - Explore use of public funds to advertise Milpitas restaurants and amenities on VTA bus shelters
- C9 - Explore establishing a Friendship City relationship

All three items reached the threshold of three votes in the first round, completing the prioritization process. Assistant City Manager Cano summarized the outcomes: Items C1, C7, and C9 are prioritized and will be added to the work plan with items requiring additional budget to be raised in the ongoing budget process; Item C2 is deferred to the next prioritization session; and C3 will be advanced administratively.

Mayor Montano suggested that the City explore a partnership with an outside agency to manage Item C9 Exploring a Friendship City relationship.

After discussion, motion: to (1) approve the list as prioritized:

- C1 - Review policy on massage facilities/ABC licenses: 3 votes (Mayor Montano, Vice Mayor Barbadillo, Council Member Lam)
- C7 - VTA bus shelter advertising: 3 votes (Mayor Montano, Vice Mayor Barbadillo, Council Member Lam)
- C9 - Explore Friendship City: 3 votes (Mayor Montano, Vice Mayor Barbadillo, Council Member Lien)

Motion/Second: Councilmember Chua / Vice Mayor Barbadillo

Motion carried by the following:

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

NOES: None

**12. Consider Introduction of an Ordinance to Amend Council Vacancy Ordinance and Reduce Special Election Costs (Staff Contact: Matt Cano, Assistant City Manager, Department, 408-586-3012)**

Acting City Manager Hernandez introduced the item and Assistant City Manager Cano presented the report.

There were no public speakers.

Councilmember Chua explained the reasons for bringing this item forward to the City Council for consideration.

Vice Mayor Barbadillo asked what factors the Council could consider in choosing whether to appoint or conduct a special election. Assistant City Manager Cano and City Attorney Curtis spoke on various scenarios the City Council might consider.

After discussion, motion: to (1) introduce **Ordinance No. 194.2** amending Milpitas Municipal Code Title I, Chapter 3, relating to vacancies on the City Council; and (2) Waive the reading of the ordinance beyond the title.

Motion/Second: Councilmember Chua / Vice Mayor Barbadillo

Motion carried by the following:

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

NOES: None

**ANNOUNCEMENTS AND FUTURE AGENDA ITEMS**

Mayor Montano made the following requests:

1. Agendize a review by the Facility Naming Subcommittee of facilities with "Cesar Chavez" in the name and make recommendations to the full Council on new names, including proposed changes to the Municipal Code, any standing resolutions, and the City holiday observed on March 31st. There was unanimous consensus to add the item to the prioritization list (5-0).
2. Return with a revision to the Council Policy allowing the school district a limited number of additional fee waivers. Council Member Chua asked that a specific number be defined to avoid being inundated with requests. There was unanimous consensus to add the item to the prioritization list (5-0).
3. Youth Intervention Programs: explore youth programs and intervention initiatives in the wake of the passing of Milpitas high school student Jared Kavan on March 31st, including possible partnerships

with MUSD on counseling, sports, or after-school programming. Council Member Lien suggested MUSD should take the lead and recommended discussing the matter through the City-School Collaborative Subcommittee. Acting City Manager Hernandez recommended staff prepare an information memo outlining existing programs offered by both the City and MUSD to give the Council a baseline for further direction.

Vice Mayor Barbadillo made the following requests:

1. Permitting Process for Emerging Technologies: review the permitting process, including the site development permit process, to determine whether updates were needed to address technology advancements such as the proliferation of small cell towers. There was unanimous consensus to add the item to the prioritization list (5-0).
2. Prepare an information report on the current Fire Department deployment model and alternative shift schedule options. Consensus was reached unanimously (5-0).
3. Consider prioritization of a formal, third-party staffing analysis for the Fire Department similar to the 2019 study. Consensus was reached 3-2 (Noes: Lien, Montano).

## **ADJOURNMENT**

Mayor Montano asked for a moment of silence in memory of Jarred Cavan, a 17-year-old Milpitas student who passed away on March 31st. Following the moment of silence, the meeting was adjourned at 9:27 PM.

*Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta*

## TENTATIVE CITY COUNCIL AGENDA ITEM LIST

as of 04/14/2026

**May 5, 2026** – Regular Meeting

### **CLOSED SESSION**

- Labor Relations

**INVOCATION** (Mayor Montano)

### **PRESENTATION**

- Building Safety Month (Proclamation)
- Older Americans Month (Proclamation)
- Affordable Housing Month (Proclamation)
- National Small Business Week

### **CONSENT CALENDAR**

1. Receive City Council calendar for May 2026 (City Clerk)
2. Approve City Council Meeting minutes of April 10 and 21, 2026 (City Clerk)
3. Preview list of items for May 19, 2026 (City Clerk)
4. Councilmember Request List (City Clerk)
5. Commission Term Realignment (City Clerk)
6. Purchase and Sale Agreement to Acquire 230 N. Main Street from the Milpitas Community Museum (Economic Development)
7. Berry Dunn Amendment (Finance)
8. Terra Vista New Hillside Single-Family Residence Amendment (Planning)
9. Innovation District Parks and Trails Master Plan Adoption (Planning)
10. Resolution Designating Street Resurfacing 2026-27, CIP 4307 to be funded by SB1 (Public Works / Engineering)
11. Construction Contract Award for Street Resurfacing FY2026, CIP 4307 (Public Works / Engineering)
12. Project Acceptance for Dempsey Road Water Line Replacement, CIP 7118 (Public Works / Engineering)
13. Approve Design Equipment Service agreement for Fire Flow & Sewer Pipeline Improvement Phase 1, CIP 7150 & 6138 (Public Works / Engineering)

### **PUBLIC HEARING**

14. CIP Adoption (Public Works / Engineering)

### **LEADERSHIP AND SUPPORT SERVICES**

15. Operating Budget Study Session (Finance)
16. SB 707 Council Handbook Update (City Clerk / City Manager)



**MILPITAS CITY COUNCIL  
AGENDA ITEM REQUESTS**

| <b>OPEN ITEMS</b>  |                                                                                                                                                                                                                                                                                         |                      |                       |                                                                                                                                     |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <b>Request No.</b> | <b>Topic</b>                                                                                                                                                                                                                                                                            | <b>Submitted by:</b> | <b>Date Requested</b> | <b>STATUS and/or DATE scheduled on City Council meeting agenda:</b>                                                                 |
| <b>1</b>           | Consider prioritization of a formal, third-party staffing analysis for the Fire Department similar to the 2019 study                                                                                                                                                                    | Barbadillo           | 4/7/2026              | An update on this item will be included in the next quarterly prioritization update.                                                |
| <b>2</b>           | Prepare an information report on the current Fire Department deployment model and alternative shift schedule options                                                                                                                                                                    | Barbadillo           | 4/7/2026              | An update on this item will be included in the next quarterly prioritization update.                                                |
| <b>3</b>           | Review the permitting process, including the site development permit process, to determine whether updates were needed to address technology advancements such as the proliferation of small cell towers.                                                                               | Barbadillo           | 4/7/2026              | An update on this item will be included in the next quarterly prioritization update.                                                |
| <b>4</b>           | Explore youth programs and intervention initiatives in the wake of the passing of Milpitas high school student Jared Kavan on March 31st, including possible partnerships with MUSD on counseling, sports, or after-school programming.                                                 | Montano              | 4/7/2026              | An update on this item will be included in the next quarterly prioritization update.                                                |
| <b>5</b>           | Return with a revision to the Council Policy allowing the school district a limited number of additional fee waivers.                                                                                                                                                                   | Montano              | 4/7/2026              | An update on this item will be included in the next quarterly prioritization update.                                                |
| <b>6</b>           | Agendize a review by the Facility Naming Subcommittee of facilities with "Cesar Chavez" in the name and make recommendations to the full Council on new names, including proposed changes to the Municipal Code, any standing resolutions, and the City holiday observed on March 31st. | Montano              | 4/7/2026              | An update on this item will be included in the next quarterly prioritization update.                                                |
| <b>7</b>           | Conduct a review of commission names to better reflect their focus                                                                                                                                                                                                                      | Montano              | 11/18/2025            | On 4/7/2024 this was removed from the list and the focus will be on changing the name of the Science and Technology Commission only |
| <b>8</b>           | Review the Council prioritization process                                                                                                                                                                                                                                               | Chua                 | 11/18/2025            | An update on this item will be included in the next quarterly prioritization update.                                                |
| <b>9</b>           | Research how public funds could be used to advertise local restaurants during the upcoming Super Bowl                                                                                                                                                                                   | Montano              | 11/18/2025            | An update on this item will be included in the next quarterly prioritization update.                                                |
| <b>10</b>          | Have a community forum on the Crown Castle Small Cell towers.                                                                                                                                                                                                                           | Montano              | 11/18/2025            | Completed                                                                                                                           |
| <b>11</b>          | Install debrillators on city properties                                                                                                                                                                                                                                                 | Barbadillo           | 10/28/2025            | Completed                                                                                                                           |
| <b>12</b>          | Place a billboard at the Sport Center to inform the community about events and activities                                                                                                                                                                                               | Montano              | 10/21/2025            | Not prioritized on 4/7/2026, will be removed from future lists.                                                                     |
| <b>13</b>          | Explore the creation of small parks in neighborhoods without them                                                                                                                                                                                                                       | Montano              | 10/21/2025            | Not prioritized on 4/7/2026, will be removed from future lists.                                                                     |

| <b>ACTIVE ITEMS</b> |                                                                                                   |                      |                       |                                                                                      |
|---------------------|---------------------------------------------------------------------------------------------------|----------------------|-----------------------|--------------------------------------------------------------------------------------|
| <b>Request No.</b>  | <b>Topic</b>                                                                                      | <b>Submitted by:</b> | <b>Date Requested</b> | <b>STATUS and/or DATE scheduled on City Council meeting agenda:</b>                  |
| <b>14</b>           | Overtime reporting requirements be modified to include all overtime rather than only amounts      | Lam                  | 3/17/2026             | An update on this item will be included in the next quarterly prioritization update. |
| <b>15</b>           | Consider shortening the name from Library and Education Advisory Commission to Library Commission | Montano              | 3/3/2026              | Not prioritized on 4/7/2026, will be removed from future lists.                      |
| <b>16</b>           | Request a name change for Science, Technology and Innovation Commission to the Technology         | Lam                  | 3/3/2026              | An update on this item will be included in the next quarterly prioritization update. |
| <b>17</b>           | Alcohol and Massage Parlor Permits come before the City Council.                                  | Montano              | 2/3/2026              | An update on this item will be included in the next quarterly prioritization update. |
| <b>18</b>           | Providing city-branded jackets, hat, and t-shirts to Councilmembers                               | Lam                  | 2/3/2026              | An update on this item will be included in the next quarterly prioritization update. |
| <b>19</b>           | Look into the process of establishing a Friendship City relationship                              | Montano              | 11/18/2025            | 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**

| <b>ACTIVE ITEMS</b> |                                                                                                                                               |                      |                       |                                                                                      |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------|--------------------------------------------------------------------------------------|
| <b>Request No.</b>  | <b>Topic</b>                                                                                                                                  | <b>Submitted by:</b> | <b>Date Requested</b> | <b>STATUS and/or DATE scheduled on City Council meeting agenda:</b>                  |
| <b>20</b>           | Increase the amount of funding for the ADU Permit Subsidy                                                                                     | Council              | 4/1/2025              | This was funded and will be removed from future lists.                               |
| <b>21</b>           | Council Special Events Fund to provide funding for City Councilmembers to attend local, non-political,                                        | Montano/Chua         | 4/1/2025              | This was funded and will be removed from future lists.                               |
| <b>22</b>           | Add to the existing Strategic Land Acquisition Revenue Reserve                                                                                | Council              |                       | This was funded and will be removed from future lists.                               |
| <b>23</b>           | Storefront and Crime Prevention Initiative by making funding available for businesses to focus                                                | Montano              |                       | An update on this item will be included in the next quarterly prioritization update. |
| <b>24</b>           | Revisit the mural selection committee process to make it more inclusive by involving all                                                      | Montano              | 8/19/2025             | An update on this item will be included in the next quarterly prioritization update. |
| <b>25</b>           | 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. |
| <b>26</b>           | 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. |
| <b>27</b>           | Develop a project management informational memo.                                                                                              | Barbadillo           | 4/1/2025              | An update on this item will be included in the next quarterly prioritization update. |
| <b>28</b>           | 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. |
| <b>29</b>           | 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. |
| <b>30</b>           | 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. |
| <b>31</b>           | 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. |
| <b>32</b>           | 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. |
| <b>33</b>           | 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. |
| <b>34</b>           | 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. |
| <b>35</b>           | 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. |
| <b>36</b>           | 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. |
| <b>37</b>           | 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. |
| <b>38</b>           | 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. |
| <b>39</b>           | 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. |
| <b>40</b>           | 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. |
| <b>41</b>           | 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. |
| <b>42</b>           | Main Street International Festival                                                                                                            | Lien                 | 10/3/2023             | An update on this item will be included in the next quarterly prioritization update. |
| <b>43</b>           | Pickleball Pilot Project                                                                                                                      | Chua                 | 2/28/2023             | An update on this item will be included in the next quarterly prioritization update. |
| <b>44</b>           | Main Street Infrastructure Projects                                                                                                           | Montano              | 2/28/2023             | An update on this item will be included in the next quarterly prioritization update. |
| <b>45</b>           | Main Street Flooding at Library                                                                                                               | Chua                 | 2/28/2023             | An update on this item will be included in the next quarterly prioritization update. |
| <b>46</b>           | 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. |

NOTE: Deferred and Completed Items are not listed

**MILPITAS CITY COUNCIL  
AGENDA ITEM REQUESTS**

| <b>ACTIVE ITEMS</b> |                                                                                           |                      |                       |                                                                                                                                      |
|---------------------|-------------------------------------------------------------------------------------------|----------------------|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| <b>Request No.</b>  | <b>Topic</b>                                                                              | <b>Submitted by:</b> | <b>Date Requested</b> | <b>STATUS and/or DATE scheduled on City Council meeting agenda:</b>                                                                  |
| <b>47</b>           | 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.                                                 |
| <b>48</b>           | 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.                                                 |
| <b>49</b>           | 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.                                                 |
| <b>50</b>           | 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)**

|                        |                                                                                                                                                                                                                                                                                    |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | <b>Authorize and Approve Travel Request for Mayor Montano to Long Beach, CA for the U.S. Mayors 94th Annual Meeting (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)</b>                                                                                           |
| <b>Category:</b>       | Consent Calendar-Leadership and Support Services                                                                                                                                                                                                                                   |
| <b>Meeting Date:</b>   | 4/21/2026                                                                                                                                                                                                                                                                          |
| <b>Recommendation:</b> | Authorize and approve the travel for Mayor Montano to Long Beach, CA for the U.S. Mayors 94th Annual Meeting to be held on June 4-7, 2026, for an estimated total amount of \$3,400, budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings. |

### **BACKGROUND:**

The U.S. Conference of Mayors holds its 94<sup>th</sup> Annual Meeting in Long Beach, CA. This year, the Annual Meeting is scheduled for June 4-7, 2026. The meeting focuses on key issues facing American cities, including economic development, public safety, infrastructure, housing, climate resilience, and innovation in local governance. It provides practical tools, best practices, and collaborative strategies to support effective leadership at the municipal level. Included in this agenda packet is the preliminary agenda for this academy as Attachment A.

### **ANALYSIS:**

The City of Milpitas Travel and Expense Policy requires the City Council to approve travel for the elected officials and City Manager. City Council approval of this travel request will allow Mayor Montano to gain additional knowledge from other national policymakers and bring it back to share with her colleagues. Continued conference participation and attendance also ensure the Milpitas community is fully represented at the regional, state, and national levels.

### **POLICY ALTERNATIVE(S):**

Not Applicable

### **FISCAL IMPACT:**

The estimated individual expense for the Long Beach, CA U.S. Mayors 94th Annual Meeting, including the registration fee, lodging, meals, mileage, and incidental reimbursements, is \$3,400 (actual costs may vary).

For FY 2025-26 to date \$8,565.87 has been allocated from Mayor Carmen Montano's Individual Elected Official allocation of \$10,000 for Conferences/Meetings/Memberships.

With these additional estimated \$3,400 in expenses, Mayor Carmen Montano will have an estimated negative balance of \$1,965.87 in her Individual Elected Official allocation of \$10,000 for Conferences/Meetings/Memberships. However, there is sufficient funding remaining in other councilmembers' travel accounts to cover this overage without going over the total annual City Council travel budget allocation for the Fiscal Year.

### **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

The action is an organizational or administrative activity of the City government that will not result in direct or indirect physical changes in the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378.

**ATTACHMENT(S):**

- (a) U.S. Mayors 94th Annual Meeting Draft Agenda
- (b) Council Conferences Budget Tracking

## [Attachment A - Agenda](#)

June 3, 2026

**3:00 PM PT**

**Registration**

3:00 PM-7:00 PM

June 4, 2026

**7:00 AM PT**

**Registration**

7:00 AM-5:00 PM

**9:00 AM PT**

**Opening Plenary Session**

9:00 AM-10:00 AM

**10:15 AM PT**

**Breakout Sessions**

10:15 AM-11:15 AM

**11:30 AM PT**

**Breakout Sessions**

11:30 AM-12:30 PM

**12:45 PM PT**

**Mayors Climate Protection  
Awards Luncheon**

12:45 PM-2:00 PM

**2:15 PM PT**

**Community Development and  
Housing**

2:15 PM-3:15 PM

**Criminal and Social Justice**

2:15 PM-3:15 PM

**Energy**

2:15 PM-3:15 PM

**Metro Economies**

2:15 PM-3:15 PM

**Transportation**

2:15 PM-3:15 PM

**3:30 PM PT**

**Breakout Sessions**

3:30 PM-4:30 PM

**4:45 PM PT**

**Mayors Only Session**

4:45 PM-6:00 PM

**7:00 PM PT**

**Thursday Evening Event**

7:00 PM-10:00 PM

June 5, 2026

**7:00 AM PT**

**Registration**

7:00 AM-5:00 PM

**8:00 AM PT**

**Breakout Sessions**

8:00 AM-9:00 AM

**9:15 AM PT**

**Friday Morning Plenary Session**

9:15 AM-10:15 AM

**10:30 AM PT**

**Breakout Sessions**

10:30 AM-11:30 AM

**11:45 AM PT**

**Breakout Sessions**

11:45 AM-12:45 PM

**International Affairs**

11:45 AM-12:45 PM

**Tourism, Arts, Parks,  
Entertainment, and Sports**

11:45 AM-12:45 PM

**1:00 PM PT**

**Friday Plenary Luncheon**

1:00 PM-2:15 PM

**2:30 PM PT**

**Children, Health, and Human  
Services**

2:30 PM-3:30 PM

**Environment**

2:30 PM-3:30 PM

**Jobs, Education, and the  
Workforce**

2:30 PM-3:30 PM

**Technology and Innovation**

2:30 PM-3:30 PM

**3:45 PM PT**

**Breakout Sessions**

3:45 PM-4:45 PM

**Nominating Committee**

3:45 PM-5:00 PM

**7:00 PM PT**

**Friday Evening Event**

7:00 PM-10:00 PM

June 6, 2026

**7:00 AM PT**

**Registration**

7:00 AM-5:00 PM

**8:00 AM PT**

**Breakout Sessions**

8:00 AM-9:00 AM

**9:15 AM PT**

**Mayors and Business Leaders  
Plenary Session**

9:15 AM-10:15 AM

**10:30 AM PT**

**Breakout Sessions**

10:30 AM-11:30 AM

**11:45 AM PT**

**Saturday Plenary Luncheon**

11:45 AM-1:00 PM

**1:45 PM PT**

**Breakout Sessions**

1:45 PM-2:45 PM

**3:00 PM PT**

**Breakout Sessions**

3:00 PM-4:00 PM

**4:15 PM PT**

**Breakout Sessions**

4:15 PM-5:15 PM

**7:00 PM PT**

**Saturday Evening Event**

7:00 PM-10:00 PM

**10:00 PM PT**

**Gavel-to-Gavel Celebration**

10:00 PM-11:59 PM

June 7, 2026

**7:00 AM PT**

**Registration**

7:00 AM-12:00 PM

**9:30 AM PT**

**Business Session**

9:30 AM-11:00 AM

## Council Conferences/Trainings FY 25-26 Budget Tracking Sheet

| Mayor Montano |                                                                      |                                   |              |                   |
|---------------|----------------------------------------------------------------------|-----------------------------------|--------------|-------------------|
|               | Training/Travel Event                                                | FY25-26 Amount Expended/Estimates | Total        | Remaining Balance |
|               |                                                                      |                                   | \$ 11,965.87 | -\$1,965.87       |
| 1             | 42nd Annual NALEO Conference                                         | \$1,490.99                        |              |                   |
| 2             | 2025 Cal Cities                                                      | \$3,094.88                        |              |                   |
| 3             | Cities Association of Santa Clara County Annual Holiday Party Ticket | \$75.00                           |              |                   |
| 4             | Mission College Gala                                                 | \$150.00                          |              |                   |
| 5             | Mayors Academy Registration Cancellation Fee                         | \$75.00                           |              |                   |
| 6             | Kiwanis Crab Feed                                                    | \$80.00                           |              |                   |
| 7             | CalCities Summit                                                     | \$2,700.00                        |              |                   |
| 8             | WELL Annual Conference                                               | \$900.00                          |              |                   |
| 9             | U.S. Conference of Mayors 94th Annual Meeting                        | \$3,400.00                        |              | estimates only    |

| Vice Mayor Barbadillo |                            |                                   |             |                   |
|-----------------------|----------------------------|-----------------------------------|-------------|-------------------|
|                       | Training/Travel Event      | FY25-26 Amount Expended/Estimates | Total       | Remaining Balance |
|                       |                            |                                   | \$ 4,537.89 | \$ 5,462.11       |
| 1                     | Cal Cities Long Beach 2025 | \$2,537.89                        |             |                   |
| 1                     | CalCities Summit           | \$2,000.00                        |             |                   |

| Councilmember Chua |                       |                                   |             |                   |
|--------------------|-----------------------|-----------------------------------|-------------|-------------------|
|                    | Training/Travel Event | FY25-26 Amount Expended/Estimates | Total       | Remaining Balance |
|                    |                       |                                   | \$ 2,000.00 | \$8,000.00        |
| 1                  | CalCities Summit      | \$2,700.00                        |             | estimates only    |

| Councilmember Lien |                                                      |                                   |             |                   |
|--------------------|------------------------------------------------------|-----------------------------------|-------------|-------------------|
|                    | Training/Travel Event                                | FY25-26 Amount Expended/Estimates | Total       | Remaining Balance |
|                    |                                                      |                                   | \$ 2,737.33 | \$ 7,262.67       |
| 1                  | 2025 Cal Cities                                      | \$2,662.33                        |             |                   |
| 2                  | Cities Association of SCC Annual Holiday Dinner 2025 | \$75.00                           |             |                   |

| Councilmember Lam |                                                      |                                   |            |                   |
|-------------------|------------------------------------------------------|-----------------------------------|------------|-------------------|
|                   | Training/Travel Event                                | FY25-26 Amount Expended/Estimates | Total      | Remaining Balance |
|                   |                                                      |                                   | \$6,302.41 | \$3,697.59        |
| 1                 | 2025 Cal Cities                                      | \$2,833.17                        |            |                   |
| 2                 | Cities Association of SCC Annual Holiday Dinner 2025 | \$75.00                           |            |                   |
| 3                 | Mayor and Councilmember Academy – Jan 21-23, 2026    | \$1,299.24                        |            |                   |
| 4                 | Kiwanis Crab Feed                                    | \$80.00                           |            |                   |
| 5                 | Connecting Communities Summit                        | \$25.00                           |            |                   |
| 6                 | CalCities Summit                                     | \$2,700.00                        |            | estimates only    |



## CITY OF MILPITAS AGENDA REPORT (AR)

|                        |                                                                                                                                                                                                                                                                             |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | <b>Waive the Second Reading and Adopt Ordinance No. 194.2 Amending Section 2.00 of Milpitas Municipal Code Title 1, Chapter 3 to Amend the Council Vacancy Ordinance and Reduce Special Election Costs (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)</b> |
| <b>Category:</b>       | Consent Calendar-Leadership and Support Services                                                                                                                                                                                                                            |
| <b>Meeting Date:</b>   | 4/21/2026                                                                                                                                                                                                                                                                   |
| <b>Recommendation:</b> | Move to waive the second reading and adopt Ordinance No. 194.2 amending Section 2.00 of Milpitas Municipal Code Title 1, Chapter 3 to revise language relating to the filling of Council vacancies.                                                                         |

### **BACKGROUND:**

This Ordinance was introduced at the City Council meeting held on [April](#) 7, 2026. The Ordinance is now ready for its second reading and adoption.

The proposed Ordinance will amend Section [2.00](#) of Milpitas Municipal Code Title 1, Chapter 3 to:

1. Establish that if a vacancy occurs in an elective office, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy

### **ANALYSIS:**

Waiving the second reading is commonplace for ordinances previously considered by the Council and returning for adoption without substantial changes from the initial introduction. No substantive changes have been made to the Ordinance since its introduction on April 7, 2026.

### **POLICY ALTERNATIVE(S):**

Not applicable.

### **PROJECT SCHEDULE/KEY MILESTONES:**

First reading and introduction of the Ordinance occurred on April 7, 2026. Following adoption on April 21, 2026, the Ordinance will take effect 30 days thereafter, on May 21, 2026.

### **FISCAL IMPACT:**

Not applicable.

### **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

Adoption of this Ordinance is not a project pursuant to Cal. Code Regs., tit. 14, Section 15378, as it constitutes an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment

### **ATTACHMENT(S):**

- (a) Ordinance No. 194.2

**REGULAR**

**NUMBER: 194.2**

**TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS  
AMENDING THE MILPITAS MUNICIPAL CODE TITLE I, CHAPTER 3,  
RELATING TO VACANCIES ON THE CITY COUNCIL**

**HISTORY:** This Ordinance was introduced (first reading) by the City Council at its meeting of \_\_\_\_\_, upon motion by \_\_\_\_\_ and was adopted (second reading) by the City Council at its meeting of \_\_\_\_\_, upon motion by \_\_\_\_\_. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Suzanne Guzzetta, City Clerk

\_\_\_\_\_  
Carmen Montano, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian Curtis, City Attorney



## **RECITALS AND FINDINGS:**

**WHEREAS**, California Government Code section 36512 outlines the process for filling unexpected City Council vacancies, both for Councilmembers and the Mayor, and contemplates that the City Council will fill such vacancies by appointment or by calling a special election; and

**WHEREAS**, in 1976, following the submission of an advisory measure to the voters to canvass their input (Measure L), the City Council enacted City Council Ordinance 194, which, pursuant to former California Government Code section 36512.2, states that the City Council will fill a vacancy in its membership by immediately calling a special election and that anyone appointed to fill that vacancy will only hold office until that election; and

**WHEREAS**, the results of an advisory vote expressly “will in no manner be controlling on the sponsoring legislative body” (Cal. Elec. Code, § 9603(a)), and the City Council finds and determines that in the intervening fifty years, there has been significant changes that warrant greater flexibility in how the City Council fills vacancies on an ongoing basis; and

**WHEREAS**, in 1992, the California Legislature repealed California Government Code section 36512.2, which the City’s vacancy ordinance was based upon, in favor of revised procedures for filling vacancies, which are now codified in California Government Code section 36512; and

**WHEREAS**, in 1976, when Measure L was submitted for advisory vote, regular elections were held in both odd and even numbered years such that the special election for a Council vacancy could often be consolidated with the following year’s regular election; and

**WHEREAS**, in 2015, following a change in state law, regular elections now only occur in even numbered years such that it is significantly more likely that a vacancy arising in an odd numbered year, including most vacancies arising from a member’s election to other incompatible public office, will result in the City bearing the full cost of a stand-alone special election; and

**WHEREAS**, in the intervening fifty years since Measure L was submitted to the voters, the cost of special elections has risen astronomically, and the City has been recently informed by the County of Santa Clara’s Registrar of Voters that calling a stand-alone special election may cost the City over three million dollars or roughly 2% of the City’s average annual general fund; and

**WHEREAS**, every city in Santa Clara County, and the majority of cities statewide, have codified California Government Code section 36512 and allow council vacancies to be filled by both special elections and appointment; and

**WHEREAS**, the City Council consistent with California Government Code section 36512 wishes to amend Title I, Chapter 3 of the Milpitas Municipal Code and allow Council vacancies to be filled by either appointment or the calling of a special election as determined by the City Council to be in the best interests of the City and its residents.

**NOW, THEREFORE**, the City Council of the City of Milpitas does ordain as follows:

### **SECTION 1. RECORD AND BASIS FOR ACTION**

The City Council has duly considered the full record before it, which may include but is not limited to such things as the City staff report, testimony by staff and the public, and other materials and evidence submitted

or provided to the City Council. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

## **SECTION 2. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE I, CHAPTER 3**

Title I, Chapter 3 of the Milpitas Municipal Code is hereby amended to read as follows:

### **Chapter 3 – VACANCY ON CITY COUNCIL**

#### **Section 1 – Authority of Adoption**

Consistent with Government Code section 36512, vacancies on the City Council other than by expiration of the term of office will be filled at the City Council's discretion by appointment or by the calling of an election.

#### **Section 2 – Requirements**

##### **I-3-2.00 – Declaring Office Vacant; Filling Vacancy**

In the event of a vacancy in the office of Mayor or Councilmember, the City Council will officially declare the office vacant within thirty days of the commencement of any vacancy.

Within sixty days of the commencement of any vacancy, the City Council will, by affirmative vote, fill the vacancy by appointment or call an election to fill the vacancy.

##### **I-3-2.01 – Filling Vacancy by Appointment**

If the vacancy is filled by appointment of an otherwise qualified appointee, the appointee will hold office as follows and until a successor is elected and qualified:

- (a) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general municipal election, the appointee will hold office until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy will hold office for the unexpired balance of the term of office.
- (b) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general municipal election, or if the vacancy occurs in the second half of a term of office, the appointee will hold office for the unexpired term of the former incumbent.

Notwithstanding any other provision of this Chapter, the City Council will not make an appointment to fill a vacancy if the appointment would result in a majority of the City Council serving as appointees. In that circumstance, the City Council will call an election to fill that vacancy.

##### **I-3-2.02 – Filling Vacancy by Election**

If the City Council chooses to fill the vacancy by election or does not fill the vacancy by appointment within sixty days of the vacancy commencing, the City Council will call an election to be held on the next regularly established election date not less than 114 days from the call of the election.

If a vacant office is to be filled by election, the Council may make an interim appointment to fill the office until a candidate has been duly elected and qualified.

### **I-3-2.03 – Regulations**

The City Council may by resolution adopt regulations consistent with and implementing this Chapter.

## **SECTION 3. SEVERABILITY**

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision or part shall not affect the validity of the remainder.

## **SECTION 4. EFFECTIVE DATE AND POSTING**

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance shall take effect thirty (30) days from and after the date of its passage. The City Clerk of the City of Milpitas shall cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.



## CITY OF MILPITAS AGENDA REPORT (AR)

|                        |                                                                                                                                                                                                                                                                                                                                          |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | <b>Consider Opting into Nationwide Settlement Agreements with Six Regional Distributors/Defendants (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3050; and Christopher Creech, Assistant City Attorney, 408-586-3040)</b>                                                                                                   |
| <b>Category:</b>       | Consent Calendar-Leadership and Support Services                                                                                                                                                                                                                                                                                         |
| <b>Meeting Date:</b>   | 4/21/2026                                                                                                                                                                                                                                                                                                                                |
| <b>Recommendation:</b> | Authorize the City Manager to opt into settlement agreements with certain opioids manufacturers/distributors and assign settlement proceeds to the County of Santa Clara for the opioid remediation efforts and authorize the City Manager to execute settlement agreement(s) and any other documents necessary to implement the action. |

### **BACKGROUND:**

In recent years, states, cities, and counties across the United States have sued opioid manufacturers and distributors for their role in the opioid addiction epidemic. Several of these high-profile lawsuits have resulted in nationwide settlements between these government entities and the defendants. Under the terms of these settlements, the opioid defendants have generally been required to pay billions of dollars to state and local governments, which the government entities must use to address the opioid addiction epidemic in their communities. The City has previously opted in to several of these settlements, including with Amerisource Bergen, Cardinal Health, and McKesson, and Janssen on [December 7, 2021](#), with Teva, Allergan, CVS, Walgreens, and Walmart on [April 18, 2023](#), and most recently with Purdue Pharma L.P. and the Sackler Family on [September 2, 2025](#) and with additional opioid manufacturers (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (Secondary Manufacturers) on [October 21, 2025](#). The City previously opted into several settlements, including with Amerisource Bergen, Cardinal Health, and McKesson, and Janssen on [December 7, 2021](#) and with Teva, Allergan, CVS, Walgreens, and Walmart on [April 18, 2023](#).

The City was recently notified of [additional settlements](#) with six regional manufacturers/distributors/dispensers of opioids: Associated Pharmacies, Inc (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) ("Six Remnant Defendants"). To participate in these settlements, the City must submit participation documents by May 4, 2026.

While the City did not participate in this litigation, it may opt into these settlements and receive a share of the settlement proceeds in exchange for a release of its claims against the Six Remnant Defendants. These funds would be restricted to certain opioid remediation uses. The City may likely either assign the funds to the County of Santa Clara for county-wide remediation efforts or elect to use the funds directly. However, if the City elects to directly receive and manage the funds, the City could be subject to accounting and administration costs that may exceed the value of the settlement funds received and would likely have to create and partially subsidize additional programs not currently budgeted to operate.

### **ANALYSIS:**

There is one settlement agreement covering the combined settlement with the Six Remnant Defendants. If approved, the proposed settlement will result in the Six Remnant Defendants paying a combined \$97,625,000 in cash for purposes of abating the opioid epidemic. City participation in the settlement would result in a one-time settlement payment, with an allocation of [0.0039737355%](#) of the total settlement, which is about \$3,879. The funds may only be used for eligible opioid abatement activities and related expenditures. As with the prior settlements into which the City has opted, the settlement proceeds could be assigned to Santa Clara County for a coordinated, County-wide remediation effort.

The settlement funds can only be used for opioid remediation purposes specified in the proposed settlement agreement, including treatment and prevention of opioid use disorders, training related to the administration of naloxone, and various other opioid prevention programs designed at preventing misuse and abuse. Because settlement fund is a qualified settlement fund for tax purposes, participating political subdivisions are subject to certain reporting requirements, including to establish proper use of the settlement proceeds. Moreover, the settlement itself will be overseen by a federal court in Ohio such that if any issue arose over the use of settlement proceeds, that issue would be resolved in the courts of another state. As such, if the City elected to directly receive these funds, in addition to establishing and funding qualifying programs, it would be required to undertake these additional reporting and administration costs, without additional compensation, which may exceed the settlement proceeds the City ultimately receives.

In deciding whether to allow a city's funds to be assigned to County programs, a city should consider the following: (1) whether the amount of money is substantial enough for the city to handle it on its own; (2) whether the city offers the services and has the employees to spend the money in accordance with its prescribed uses; and (3) whether the city wants to engage in the reporting requirements over the course of the next fifteen years.

While the exact amount of money the City could receive from all of the combined opioid settlements cannot be calculated at this juncture, it is expected it would not be sufficient to fully fund meaningful programs in Milpitas. The City would likely have to subsidize personnel, administrative, and other costs related to any opioid remediation project. By way of example, in fiscal year 2022-2023, from a \$5 billion dollar settlement with Janssen Pharmaceuticals, these Santa Clara County cities received the following distributions for opioid abatement efforts:

| City        | Population (2022) | Abatement Amt (2022-2023) |
|-------------|-------------------|---------------------------|
| Los Gatos   | ~31,000           | \$8,186.76                |
| Campbell    | ~42,200           | \$8,927.99                |
| Gilroy      | ~56,800           | \$16,092.05               |
| Sunnyvale   | ~152,700          | \$34,427.57               |
| Santa Clara | ~130,400          | \$43,600.54               |

The current settlement is expected to generate \$3,879. Staff therefore does not expect the City would receive sufficient additional settlement funds to justify the additional administrative, accounting, and reporting costs for receiving direct payment. These funds could be more immediately and efficiently used with greater local impact through coordinated regional programming throughout the County.

#### **PROJECT/PROGRAM SCHEDULE:**

If the Mayor and City Council approve this action, staff will process the agreement prior to the May 4, 2026 deadline if the City is able to receive information from the County of Santa Clara that they will accept the funding. The timing of receiving any funds following this action is not known at this time.

#### **POLICY ALTERNATIVES:**

**Alternative 1:** Do not opt into the settlements.

**Pros:** The City could pursue legal action against the additional distributors/manufacturers and seek to obtain a more favorable settlement or judgment.

**Cons:** The City and County would not receive the funds provided for in the proposed settlement agreements with the opioid distributors.

**Reason not recommended:** The City would have to hire outside legal counsel to independently bring a lawsuit against the opioid distributors with no certain legal outcome. It is unlikely the City would obtain a sufficiently more favorable result than the present settlement that would justify this additional expense and uncertainty.

**FISCAL IMPACT:**

Without an additional cost to the City, the City Council decision to opt into the settlement agreements will likely provide funding for Santa Clara County to run opioid abatement and remediation programs, the services of which are provided to Milpitas residents enrolled in those programs. If the City elected to directly receive these funds, it would likely incur additional administrative, accounting, and reporting costs in addition to whatever programmatic costs it may ultimately incur for whatever projects it may choose to fund.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT:**

The action is a fiscal activity of the City government or an action to create a City government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and is not a project pursuant to Cal. Code of 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)**

[National Opioids Settlement](#) (Link)

[Remnant Settlement](#) (Link)



## CITY OF MILPITAS AGENDA REPORT (AR)

|                        |                                                                                                                                                                                                                                                                                                                                                           |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | <b>Adopt a Resolution Amending Resolution No. 1626, the Classification Plan, to Approve a Three Percent (3%) Salary Increase for Unrepresented Miscellaneous Classifications, Retroactive to the First Pay Period in July 2025 (Staff Contact: Kelli Parmley, Human Resources Director, 408-586-3086)</b>                                                 |
| <b>Category:</b>       | Consent Calendar-Leadership and Support Services                                                                                                                                                                                                                                                                                                          |
| <b>Meeting Date:</b>   | 4/21/2026                                                                                                                                                                                                                                                                                                                                                 |
| <b>Recommendation:</b> | Adopt a resolution amending Resolution No. 1626, the Classification Plan, to approve a three percent (3%) salary increase for Unrepresented Miscellaneous classifications, retroactive to the first pay period in July 2025, and approve and adopt the updated Citywide pay schedule titled "All Job Classifications/Salary Table" attached as Exhibit A. |

### **BACKGROUND:**

The City of Milpitas maintains its Classification Plan under Resolution No. 1626, adopted December 17, 1968, and amended from time to time. Salary ranges for Unrepresented Miscellaneous classifications are established by City Council action. Historically, salary adjustments for this group have been considered in reference to the adjustments negotiated with the Mid-Management and Confidential (MidCon) bargaining unit, with the specific rate determined each cycle by the City Council based on fiscal capacity and internal alignment considerations. As such, the Fiscal Year (FY) 2025-26 budget that the City Council adopted on [June 3, 2025](#) anticipated a possible three percent (3%) salary increase for Unrepresented Miscellaneous classifications. The recommended action would implement that increase and make other updates to the Citywide All Job Classifications/Salary Table consistent with City Council direction.

### **ANALYSIS:**

Staff recommends the City Council adopt a resolution approving a three percent (3%) salary increase for the twenty-seven (27) Unrepresented Miscellaneous classifications, retroactive to the first pay period in July 2025. The increase is within the FY 2025–26 Adopted Operating Budget.

Prior to taking final action, [Government Code Section 54953](#) requires an oral report summarizing the recommended compensation for positions classified as department heads and similar administrative officers. A summary of the recommended salary adjustment will be provided at the City Council meeting before the vote.

An updated Citywide pay schedule, titled "All Job Classifications/Salary Table," is attached as Exhibit A. The pay schedule reflects the adjusted salary ranges for the affected Unrepresented Miscellaneous classifications; all other salary ranges remain unchanged by this action. Posting an updated consolidated pay schedule is consistent with CalPERS publicly available pay schedule requirements. While updating the table for this action, staff identified that prior direction of the Council related to consolidation of various roles had not been reflected accurately in previous tables and therefore have also updated the table to remove certain classifications based upon prior Council action.

### **POLICY ALTERNATIVE(S):**

**Alternative 1: Do not approve the recommended salary increase for Unrepresented Miscellaneous classifications.**

Pros: No change to current salary ranges.

Cons: The increase was authorized within the adopted FY 2025–26 Operating Budget. Declining to implement would be inconsistent with the budget as adopted and may affect the City’s ability to recruit and retain unrepresented management classifications.

Reason not recommended: The recommended action implements a salary adjustment already authorized by Council through the adopted budget.

### **PROJECT SCHEDULE/KEY MILESTONES**

Upon City Council adoption, the Human Resources and Finance Departments will update the Classification Plan, implement the adjusted pay schedule, process retroactive pay to the first pay period in July 2025, and post the revised pay schedule on the City’s website in compliance with CalPERS publicly available pay schedule requirements.

### **FISCAL IMPACT:**

The estimated annualized cost of the three percent (3%) salary increase for the twenty-seven (27) Unrepresented Miscellaneous classifications is approximately \$270,000, inclusive of salary and associated percentage-based benefit costs (CalPERS, Medicare, Workers’ Compensation, and Retiree Medical Reserve). This cost was incorporated into the FY 2025–26 Adopted Operating Budget approved by City Council on [June 3, 2025](#). Accordingly, no additional appropriation is required, and there is no fiscal impact beyond the amounts already budgeted.

### **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

The action being considered is exempt from environmental review pursuant to CEQA Guideline 15378(b)(4) as a governmental fiscal activity without a commitment to any project that would result in a potentially significant impact on the environment. Further, it is also exempt pursuant to CEQA Guideline 15378(b)(2) as a continuing administrative activity, including personnel-related actions.

### **ATTACHMENT(S):**

- (a) Resolution – Amending Resolution No. 1626, the Classification Plan, to Approve a 3% Salary Increase for Unrepresented Miscellaneous Classifications
- (b) Exhibit A to the Resolution – All Job Classifications/Salary Table, Effective First Pay Period in July 2025



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING RESOLUTION NO. 1626, THE CLASSIFICATION PLAN, TO APPROVE A THREE PERCENT (3%) SALARY INCREASE FOR UNREPRESENTED MISCELLANEOUS CLASSIFICATIONS, RETROACTIVE TO THE FIRST PAY PERIOD IN JULY 2025, AND APPROVE AND ADOPT THE PAY SCHEDULE TITLED “ALL JOB CLASSIFICATIONS/SALARY TABLE”**

**WHEREAS**, the City of Milpitas has a Classification Plan adopted as Resolution No. 1626 on December 17, 1968, which has been amended from time to time, and which is in accordance with the Personnel Rules and Regulations of the City of Milpitas (Resolution No. 792 as amended); and

**WHEREAS**, amendments to the Classification Plan are necessary to account for changes within the organization and adjustments to salary ranges; and

**WHEREAS**, the City of Milpitas Unrepresented Miscellaneous classifications are not organized or represented for the purposes of meeting and conferring with the City in the areas of salary, benefits, and working conditions; and

**WHEREAS**, the City Council wishes to provide a three percent (3%) salary increase for certain Unrepresented Miscellaneous classifications, which is within parameters for the Fiscal Year 2025–26 Adopted Operating Budget approved on June 3, 2025, and no additional appropriation is required to implement the increase; and

**WHEREAS**, the City Council wishes to conform the Classification Plan based upon prior Council action to remove the positions of certain Unrepresented Miscellaneous classifications; and

**WHEREAS**, prior to taking final action, an oral summary of the recommended salary adjustment was provided in open session in accordance with Government Code Section 54953.

**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. Resolution No. 1626, as amended, is hereby further amended as follows:
  - a. The City Council approves a three percent (3%) salary increase for the following classifications in the Unrepresented Miscellaneous group, retroactive to the first pay period in July 2025.
  - b. The salary range increase applies to the following Unrepresented Miscellaneous classifications:
    - (1) Assistant City Attorney
    - (2) Assistant City Manager
    - (3) Assistant Director of Recreation and Community Services
    - (4) Assistant Finance Director
    - (5) Building Official
    - (6) City Clerk
    - (7) City Engineer
    - (8) Deputy Public Works Director
    - (9) Deputy Director Information Technology

- (10) Director of Economic Development and Strategic Initiatives
- (11) Director of Recreation and Community Services
- (12) Finance Director
- (13) Finance Manager
- (14) Housing Official
- (15) Human Resources Director
- (16) Human Resources Manager
- (17) Information Technology Director
- (18) Legal Assistant
- (19) Plan Review Manager
- (20) Planning Director
- (21) Planning Manager
- (22) Police Support Services Manager
- (23) Public Information Officer
- (24) Public Works Director
- (25) Public Works Division Manager
- (26) Public Works Manager
- (27) Senior City Manager Analyst

c. Delete the following Unrepresented Miscellaneous classifications:

- (1) CIP Manager
- (2) Transportation and Traffic Manager
- (3) Building Safety and Housing Director.

d. The City Council approves and adopts the pay schedule titled “All Job Classifications/Salary Table, Effective First Pay Period in July 2025,” attached hereto as Exhibit A, which reflects the adjusted salary ranges and removals for the Unrepresented Miscellaneous classifications listed above. All other salary ranges in the pay schedule remain unchanged by this action.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Suzanne Guzzetta, City Clerk

\_\_\_\_\_  
Carmen Montaña, Mayor

APPROVED AS TO FORM:

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Christian Curtis, City Attorney

CITY OF MILPITAS - HUMAN RESOURCES  
All Job Classifications/Salary Table, Effective First Pay Period in July 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     |
| Accountant                     | 50         | 2101     | 500       | 53.36  | 4,268.94  | 110,992.44 | 56.03  | 4,482.35 | 116,541.10 | 58.82  | 4,705.56 | 122,344.56 | 61.77  | 4,941.94 | 128,490.44 | 64.85  | 5,188.14  | 134,891.64 |
| Accounting Technician I        | 50         | 6104     | 513       | 34.75  | 2,780.15  | 72,283.90  | 36.49  | 2,919.18 | 75,898.68  | 38.31  | 3,065.15 | 79,693.90  | 40.23  | 3,218.40 | 83,678.40  | 42.24  | 3,379.33  | 87,862.58  |
| Accounting Technician II       | 50         | 6105     | 514       | 38.23  | 3,058.15  | 79,511.90  | 40.14  | 3,211.11 | 83,488.86  | 42.15  | 3,371.65 | 87,662.90  | 44.25  | 3,540.27 | 92,047.02  | 46.47  | 3,717.21  | 96,647.46  |
| Administrative Analyst I       | 80         | 2102     | 801       | 45.45  | 3,635.80  | 94,530.80  | -      | -        | -          | -      | -        | -          | -      | -        | -          | 59.83  | 4,786.31  | 124,444.06 |
| Administrative Analyst II      | 80         | 2103     | 802       | 50.19  | 4,015.32  | 104,398.32 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 66.06  | 5,285.08  | 137,412.08 |
| Administrative Assistant       | 80         | 6111     | 828       | 43.36  | 3,468.65  | 90,184.90  | 45.53  | 3,642.08 | 94,694.08  | 47.80  | 3,824.21 | 99,429.46  | 50.19  | 4,015.39 | 104,400.14 | 52.70  | 4,216.15  | 109,619.90 |
| Assistant Chief of Police      | 60         | 1405     | 649       | 121.47 | 9,717.91  | 252,665.66 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 170.06 | 13,605.06 | 353,731.56 |
| Assistant City Attorney        | 60         | 1113     | 645       | 83.24  | 6,659.20  | 173,139.13 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 112.68 | 9,014.30  | 234,371.87 |
| Assistant City Manager         | 60         | 1104     | 666       | 104.45 | 8,356.01  | 217,256.23 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 146.23 | 11,698.42 | 304,158.94 |
| Assistant Dir Recr & Comm Svcs | 60         | 1121     | 659       | 71.28  | 5,702.03  | 148,252.74 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 99.79  | 7,982.84  | 207,553.84 |
| Assistant Engineer             | 50         | 2201     | 502       | 57.82  | 4,625.32  | 120,258.32 | 60.71  | 4,856.57 | 126,270.82 | 63.74  | 5,099.39 | 132,584.14 | 66.93  | 5,354.39 | 139,214.14 | 70.28  | 5,622.14  | 146,175.64 |
| Assistant Finance Director     | 60         | 1109     | 669       | 75.17  | 6,013.41  | 156,348.60 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 105.24 | 8,418.97  | 218,893.29 |
| 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       | 55.44  | 4,435.07  | 115,311.82 | 58.21  | 4,656.94 | 121,080.44 | 61.11  | 4,888.95 | 127,112.70 | 64.17  | 5,133.33 | 133,466.58 | 67.38  | 5,390.10  | 140,142.60 |
| 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       | 47.55  | 3,566.14  | 92,719.64  | 49.93  | 3,744.46 | 97,355.96  | 52.42  | 3,931.67 | 102,223.42 | 55.04  | 4,128.24 | 107,334.24 | 57.80  | 4,334.68  | 112,701.68 |
| Assistant Water Operator - 40  | 20         | 8611     | 226       | 47.83  | 3,826.17  | 99,480.42  | 50.22  | 4,017.68 | 104,459.68 | 52.73  | 4,218.74 | 109,687.24 | 55.38  | 4,430.52 | 115,193.52 | 58.15  | 4,651.95  | 120,950.70 |
| Associate Civil Engineer       | 50         | 2202     | 504       | 66.49  | 5,319.09  | 138,296.34 | 69.81  | 5,585.07 | 145,211.82 | 73.30  | 5,864.34 | 152,472.84 | 76.97  | 6,157.56 | 160,096.56 | 80.82  | 6,465.45  | 168,101.70 |
| Associate Planner              | 50         | 2802     | 505       | 63.74  | 5,099.52  | 132,587.52 | 66.94  | 5,355.19 | 139,234.94 | 70.29  | 5,623.22 | 146,203.72 | 73.80  | 5,903.65 | 153,494.90 | 77.48  | 6,198.73  | 161,166.98 |
| Budget Manager                 | 80         | 1115     | 839       | 66.25  | 5,299.89  | 137,797.14 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 87.20  | 6,976.19  | 181,380.94 |
| Building Inspection Manager    | 80         | 3809     | 848       | 69.02  | 5,521.25  | 143,552.50 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 83.89  | 6,711.16  | 174,490.16 |
| 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       | 79.91  | 6,392.43  | 166,203.11 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 111.87 | 8,949.40  | 232,684.46 |
| Building Permit Technician     | 50         | 5801     | 508       | 42.33  | 3,386.76  | 88,055.76  | 44.46  | 3,556.47 | 92,468.22  | 46.69  | 3,734.89 | 97,107.14  | 49.01  | 3,920.93 | 101,944.18 | 51.46  | 4,116.78  | 107,036.28 |
| Building/NP Inspector          | 50         | 3801     | 507       | 56.11  | 4,488.96  | 116,712.96 | 58.92  | 4,713.46 | 122,549.96 | 61.86  | 4,949.08 | 128,676.08 | 64.96  | 5,196.56 | 135,110.56 | 68.20  | 5,456.35  | 141,865.10 |
| Business Systems Analyst/Dev   | 80         | 2119     | 853       | 60.58  | 4,846.79  | 126,016.54 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 79.75  | 6,379.85  | 165,876.10 |
| Buyer                          | 80         | 2106     | 803       | 45.04  | 3,602.84  | 93,673.84  | -      | -        | -          | -      | -        | -          | -      | -        | -          | 59.28  | 4,742.46  | 123,303.96 |
| Case Manager                   | 50         | 5612     | 544       | 37.93  | 3,034.56  | 78,898.56  | -      | -        | -          | -      | -        | -          | -      | -        | -          | 47.34  | 3,787.06  | 98,463.56  |
| 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       | 127.54 | 10,203.49 | 265,290.74 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 178.56 | 14,284.93 | 371,408.18 |
| City Attorney                  | 60         | 1112     | 644       | 163.46 | 13,076.92 | 339,999.92 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 192.31 | 15,384.62 | 400,000.12 |
| City Clerk                     | 60         | 1101     | 605       | 69.07  | 5,525.82  | 143,671.22 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 96.71  | 7,737.02  | 201,162.52 |
| City Engineer                  | 60         | 1201     | 606       | 80.58  | 6,446.07  | 167,597.81 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 112.81 | 9,024.50  | 234,636.99 |
| City Manager                   | 60         | 1102     | 697       | 153.85 | 12,308.00 | 320,008.00 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 192.31 | 15,384.80 | 400,004.80 |
| Code Enforcement Officer       | 50         | 5804     | 515       | 49.06  | 3,925.02  | 102,050.52 | 51.52  | 4,121.33 | 107,154.58 | 54.10  | 4,328.27 | 112,535.02 | 56.81  | 4,544.67 | 118,161.42 | 59.65  | 4,771.74  | 124,065.24 |
| Communications Dispatch Superv | 40         | 6409     | 456       | 63.79  | 5,103.55  | 132,692.30 | 66.98  | 5,358.72 | 139,326.72 | 70.33  | 5,626.67 | 146,293.42 | 73.85  | 5,908.02 | 153,608.52 | 77.54  | 6,203.42  | 161,288.92 |
| Communications Dispatcher      | 40         | 6408     | 455       | 55.24  | 4,418.84  | 114,889.84 | 58.00  | 4,639.76 | 120,633.76 | 60.90  | 4,871.74 | 126,665.24 | 63.94  | 5,115.28 | 132,997.28 | 67.14  | 5,371.05  | 139,647.30 |
| Community Service Officer      | 40         | 6412     | 460       | 47.61  | 3,808.66  | 99,025.16  | 49.99  | 3,999.11 | 103,976.86 | 52.49  | 4,199.06 | 109,175.56 | 55.11  | 4,409.01 | 114,634.26 | 57.87  | 4,629.48  | 120,366.48 |
| Councilmember                  | 60         | 1107     | 699       | 20.87  | 417.40    | 10,852.40  | -      | -        | -          | -      | -        | -          | -      | -        | -          | 20.87  | 417.40    | 10,852.40  |
| Crime Analyst                  | 80         | 2105     | 809       | 54.40  | 4,352.39  | 113,162.14 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 71.61  | 5,729.08  | 148,956.08 |
| Cross Connection Specialist    | 20         | 8626     | 239       | 49.43  | 3,954.49  | 102,816.74 | 52.03  | 4,162.61 | 108,227.86 | 54.77  | 4,381.70 | 113,924.20 | 57.65  | 4,612.31 | 119,920.06 | 60.69  | 4,855.06  | 126,231.56 |
| Customer Services Supervisor   | 80         | 2127     | 847       | 52.76  | 4,220.40  | 109,730.40 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 69.44  | 5,554.97  | 144,429.22 |
| Deputy City Clerk              | 80         | 6102     | 835       | 51.81  | 4,144.42  | 107,754.92 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 62.97  | 5,037.56  | 130,976.56 |
| Deputy Director of IT          | 60         | 1123     | 679       | 82.72  | 6,617.56  | 172,056.68 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 105.93 | 8,474.65  | 220,341.02 |
| 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       | 80.58  | 6,446.07  | 167,597.81 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 112.81 | 9,024.50  | 234,636.99 |
| Digital Media Specialist       | 80         | 2121     | 840       | 46.87  | 3,749.30  | 97,481.80  | -      | -        | -          | -      | -        | -          | -      | -        | -          | 61.69  | 4,935.22  | 128,315.72 |
| Dir of Recr & Community Svcs   | 60         | 1208     | 655       | 88.96  | 7,116.82  | 185,037.21 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 124.79 | 9,982.96  | 259,556.85 |
| Econ Dev Dir & Strat Init      | 60         | 1206     | 653       | 88.96  | 7,116.82  | 185,037.21 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 124.79 | 9,982.96  | 259,556.85 |
| Economic Development Coord     | 80         | 8623     | 852       | 57.17  | 4,573.41  | 118,908.66 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 70.89  | 5,670.98  | 147,445.48 |
| Economic Development Spec      | 80         | 8606     | 850       | 54.44  | 4,355.25  | 113,236.50 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 65.72  | 5,257.23  | 136,687.98 |
| Electrical/Building Inspector  | 50         | 3802     | 511       | 58.92  | 4,713.45  | 122,549.70 | 61.86  | 4,949.08 | 128,676.08 | 64.96  | 5,196.55 | 135,110.30 | 68.20  | 5,456.35 | 141,865.10 | 71.61  | 5,729.19  | 148,958.94 |
| Emergency Services Coordinator | 80         | 2502     | 836       | 60.15  | 4,811.86  | 125,108.36 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 79.16  | 6,333.04  | 164,659.04 |
| Engineering Aide               | 50         | 3201     | 512       | 45.98  | 3,678.31  | 95,636.06  | 48.28  | 3,862.23 | 100,417.98 | 50.69  | 4,055.33 | 105,438.58 | 53.23  | 4,258.07 | 110,709.82 | 55.89  | 4,470.97  | 116,245.22 |
| Engineering Permit Technician  | 50         | 2210     | 540       | 41.39  | 3,311.12  | 86,089.12  | 43.46  | 3,476.68 | 90,393.68  | 45.63  | 3,650.50 | 94,913.00  | 47.91  | 3,832.98 | 99,657.48  | 50.31  | 4,024.66  | 104,641.16 |
| 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       | 58.10  | 4,648.22  | 120,853.72 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 76.48  | 6,118.40  | 159,078.40 |
| Environmental Inspector        | 50         | 2213     | 553       | 58.92  | 4,713.45  | 122,549.70 | 61.86  | 4,949.11 | 128,676.86 | 64.96  | 5,196.57 | 135,110.82 | 68.20  | 5,456.38 | 141,865.88 | 71.61  | 5,729.19  | 148,958.94 |
| Equip Maint Worker I - 40      | 20         | 8612     | 227       | 43.50  | 3,479.61  | 90,469.86  | 45.65  | 3,651.83 | 94,947.58  | 47.93  | 3,834.76 | 99,703.76  | 50.34  | 4,027.27 | 104,709.02 | 52.85  | 4,228.37  | 109,937.62 |
| Equip Maint Worker II - 40     | 20         | 8613     | 228       | 47.83  | 3,826.17  | 99,480.42  | 50.22  | 4,017.68 | 104,459.68 | 52.73  | 4,218.74 | 109,687.24 | 55.38  | 4,430.52 | 115,193.52 | 58.15  | 4,651.95  | 120,950.70 |

All Job Classifications/Salary Table, Effective First Pay Period in July 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     |
| Equip Maint Worker III - 40    | 20         | 8614     | 229       | 53.88  | 4,310.74  | 112,079.24 | 56.59  | 4,526.81 | 117,697.06 | 59.42  | 4,753.59 | 123,593.34 | 62.39  | 4,991.05 | 129,767.30 | 65.52  | 5,241.35  | 136,275.10 |
| Equipment Maint. Worker I      | 20         | 7202     | 200       | 43.23  | 3,241.94  | 84,290.44  | 45.39  | 3,404.04 | 88,505.04  | 47.66  | 3,574.29 | 92,931.54  | 50.04  | 3,752.98 | 97,577.48  | 52.54  | 3,940.63  | 102,456.38 |
| Equipment Maint. Worker II     | 20         | 7203     | 201       | 47.55  | 3,566.14  | 92,719.64  | 49.93  | 3,744.46 | 97,355.96  | 52.42  | 3,931.67 | 102,223.42 | 55.04  | 4,128.24 | 107,334.24 | 57.80  | 4,334.68  | 112,701.68 |
| Equipment Maint. Worker III    | 20         | 7204     | 202       | 53.57  | 4,018.08  | 104,470.08 | 56.25  | 4,218.91 | 109,691.66 | 59.07  | 4,429.90 | 115,177.40 | 62.02  | 4,651.39 | 120,936.14 | 65.12  | 4,883.97  | 126,983.22 |
| Executive Assistant            | 80         | 6117     | 812       | 47.69  | 3,814.97  | 99,189.22  | 50.07  | 4,005.75 | 104,149.50 | 52.58  | 4,206.03 | 109,356.78 | 55.20  | 4,416.32 | 114,824.32 | 57.96  | 4,637.14  | 120,565.64 |
| 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       | 91.24  | 7,298.86  | 189,770.31 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 127.72 | 10,217.58 | 265,657.06 |
| Finance Manager                | 60         | 1116     | 647       | 64.39  | 5,151.22  | 133,931.60 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 90.15  | 7,211.73  | 187,504.99 |
| Financial Analyst I            | 80         | 2125     | 844       | 42.44  | 3,394.83  | 88,265.58  | -      | -        | -          | -      | -        | -          | -      | -        | -          | 55.86  | 4,468.60  | 116,183.60 |
| Financial Analyst II           | 80         | 2126     | 845       | 46.87  | 3,749.30  | 97,481.80  | -      | -        | -          | -      | -        | -          | -      | -        | -          | 61.69  | 4,935.22  | 128,315.72 |
| 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       | 41.52  | 3,321.69  | 86,363.94  | 43.60  | 3,488.16 | 90,692.16  | 45.78  | 3,662.30 | 95,219.80  | 48.06  | 3,845.18 | 99,974.68  | 50.47  | 4,037.94  | 104,986.44 |
| Fleet Maint Worker II - 40     | 20         | 8616     | 231       | 45.67  | 3,653.53  | 94,991.78  | 47.96  | 3,836.42 | 99,746.92  | 50.35  | 4,028.06 | 104,729.56 | 52.87  | 4,229.59 | 109,969.34 | 55.51  | 4,440.97  | 115,465.22 |
| Fleet Maint Worker III - 40    | 20         | 8617     | 232       | 52.53  | 4,202.20  | 109,257.20 | 55.16  | 4,412.50 | 114,725.00 | 57.91  | 4,632.63 | 120,448.38 | 60.80  | 4,863.69 | 126,455.94 | 63.85  | 5,107.91  | 132,805.66 |
| Fleet Maintenance Worker I     | 20         | 7207     | 213       | 41.52  | 3,114.09  | 80,966.34  | 43.60  | 3,269.77 | 85,014.02  | 45.78  | 3,433.28 | 89,265.28  | 48.07  | 3,604.88 | 93,726.88  | 50.47  | 3,785.15  | 98,413.90  |
| Fleet Maintenance Worker II    | 20         | 7208     | 214       | 45.67  | 3,425.51  | 89,063.26  | 47.96  | 3,596.75 | 93,515.50  | 50.35  | 3,776.62 | 98,192.12  | 52.87  | 3,965.47 | 103,102.22 | 55.52  | 4,163.66  | 108,255.16 |
| Fleet Maintenance Worker III   | 20         | 7209     | 215       | 52.52  | 3,939.30  | 102,421.80 | 55.15  | 4,136.24 | 107,542.24 | 57.91  | 4,343.03 | 112,918.78 | 60.80  | 4,560.16 | 118,564.16 | 63.84  | 4,788.25  | 124,494.50 |
| GIS Technician                 | 50         | 2212     | 552       | 57.82  | 4,625.32  | 120,258.32 | 60.71  | 4,856.57 | 126,270.82 | 63.74  | 5,099.43 | 132,585.18 | 66.93  | 5,354.37 | 139,213.62 | 70.28  | 5,622.16  | 146,176.16 |
| 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       | 75.17  | 6,013.41  | 156,348.60 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 105.24 | 8,418.97  | 218,893.29 |
| Human Resources Analyst I      | 80         | 2124     | 843       | 45.45  | 3,635.80  | 94,530.80  | -      | -        | -          | -      | -        | -          | -      | -        | -          | 59.83  | 4,786.31  | 124,444.06 |
| Human Resources Analyst II     | 80         | 2123     | 842       | 50.19  | 4,015.32  | 104,398.32 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 66.06  | 5,285.08  | 137,412.08 |
| Human Resources Assistant      | 80         | 2108     | 846       | 32.37  | 2,589.95  | 67,338.70  | 33.99  | 2,719.35 | 70,703.10  | 35.69  | 2,855.32 | 74,238.32  | 37.48  | 2,998.11 | 77,950.86  | 39.35  | 3,147.98  | 81,847.48  |
| Human Resources Director       | 60         | 1105     | 613       | 90.72  | 7,257.79  | 188,702.59 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 127.01 | 10,160.94 | 264,184.43 |
| Human Resources Manager        | 60         | 1209     | 677       | 69.24  | 5,538.86  | 144,010.25 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 96.93  | 7,754.39  | 201,614.03 |
| Human Resources Technician     | 80         | 2107     | 816       | 39.27  | 3,141.29  | 81,673.54  | 41.24  | 3,299.03 | 85,774.78  | 43.29  | 3,463.25 | 90,044.50  | 45.46  | 3,637.08 | 94,564.08  | 47.73  | 3,818.46  | 99,279.96  |
| I T Director                   | 60         | 2113     | 624       | 89.53  | 7,162.32  | 186,220.35 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 125.34 | 10,027.23 | 260,707.85 |
| I T Manager                    | 80         | 2116     | 819       | 68.42  | 5,473.52  | 142,311.52 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 90.06  | 7,205.16  | 187,334.16 |
| I T Technician                 | 50         | 3101     | 542       | 46.00  | 3,680.08  | 95,682.08  | 48.30  | 3,864.07 | 100,465.82 | 50.72  | 4,057.22 | 105,487.72 | 53.25  | 4,260.09 | 110,762.34 | 55.91  | 4,473.12  | 116,301.12 |
| Information Technology Analyst | 80         | 2118     | 831       | 57.56  | 4,604.42  | 119,714.92 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 75.76  | 6,060.77  | 157,580.02 |
| Junior Engineer                | 50         | 2203     | 519       | 52.56  | 4,204.80  | 109,324.80 | 55.19  | 4,415.05 | 114,791.30 | 57.95  | 4,635.81 | 120,531.06 | 60.84  | 4,867.59 | 126,557.34 | 63.89  | 5,110.98  | 132,885.48 |
| Junior Planner                 | 50         | 2804     | 520       | 47.59  | 3,807.00  | 98,982.00  | 49.97  | 3,997.38 | 103,931.88 | 52.47  | 4,197.22 | 109,127.72 | 55.09  | 4,407.14 | 114,585.64 | 57.84  | 4,627.45  | 120,313.70 |
| Legal Assistant                | 60         | 1124     | 689       | 42.53  | 3,402.58  | 88,467.19  | 44.66  | 3,572.71 | 92,890.45  | 46.89  | 3,751.36 | 97,535.44  | 49.24  | 3,938.91 | 102,411.54 | 51.70  | 4,135.84  | 107,531.88 |
| 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       | 44.72  | 3,577.96  | 93,026.96  | 46.96  | 3,757.13 | 97,685.38  | 49.31  | 3,944.87 | 102,566.62 | 51.78  | 4,142.28 | 107,699.28 | 54.37  | 4,349.34  | 113,082.84 |
| Maintenance Assistant          | 20         | 8625     | 238       | 27.27  | 2,181.76  | 56,725.76  | 28.56  | 2,285.14 | 59,413.64  | 29.90  | 2,392.08 | 62,194.08  | 31.32  | 2,505.27 | 65,137.02  | 32.79  | 2,622.92  | 68,195.92  |
| Maintenance Custodian I        | 20         | 8101     | 203       | 31.86  | 2,389.34  | 62,122.84  | 33.45  | 2,508.81 | 65,229.06  | 35.12  | 2,634.28 | 68,491.28  | 36.88  | 2,765.99 | 71,915.74  | 38.72  | 2,904.29  | 75,511.54  |
| Maintenance Custodian I - 40   | 20         | 8107     | 222       | 31.86  | 2,548.65  | 66,264.90  | 33.45  | 2,676.05 | 69,577.30  | 35.12  | 2,809.87 | 73,056.62  | 36.88  | 2,950.38 | 76,709.88  | 38.72  | 3,097.88  | 80,544.88  |
| Maintenance Custodian II       | 20         | 8102     | 204       | 35.04  | 2,628.34  | 68,336.84  | 36.80  | 2,759.72 | 71,752.72  | 38.64  | 2,897.73 | 75,340.98  | 40.57  | 3,042.53 | 79,105.78  | 42.60  | 3,194.70  | 83,062.20  |
| Maintenance Custodian II - 40  | 20         | 8108     | 223       | 35.04  | 2,803.56  | 72,892.56  | 36.80  | 2,943.67 | 76,535.42  | 38.64  | 3,090.90 | 80,363.40  | 40.57  | 3,245.39 | 84,380.14  | 42.60  | 3,407.71  | 88,600.46  |
| Maintenance Custodian III      | 20         | 8103     | 205       | 40.30  | 3,022.52  | 78,585.52  | 42.32  | 3,173.64 | 82,514.64  | 44.43  | 3,332.32 | 86,640.32  | 46.65  | 3,498.95 | 90,972.70  | 48.99  | 3,673.94  | 95,522.44  |
| Maintenance Custodian III - 40 | 20         | 8618     | 233       | 40.30  | 3,224.24  | 83,830.24  | 42.32  | 3,385.21 | 88,015.46  | 44.44  | 3,554.96 | 92,428.96  | 46.65  | 3,732.37 | 97,041.62  | 48.98  | 3,918.55  | 101,882.30 |
| Maintenance Supervisor         | 80         | 6124     | 858       | 68.52  | 5,481.84  | 142,527.84 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 83.30  | 6,663.72  | 173,256.72 |
| Maintenance Worker I           | 20         | 8202     | 206       | 35.04  | 2,628.34  | 68,336.84  | 36.80  | 2,759.72 | 71,752.72  | 38.64  | 2,897.73 | 75,340.98  | 40.57  | 3,042.61 | 79,107.86  | 42.60  | 3,194.70  | 83,062.20  |
| Maintenance Worker I-40        | 20         | 8203     | 207       | 35.36  | 2,829.11  | 73,556.86  | 37.12  |          |            |        |          |            |        |          |            |        |           |            |

CITY OF MILPITAS - HUMAN RESOURCES  
All Job Classifications/Salary Table, Effective First Pay Period in July 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     |
| Management Analyst             | 80         | 2128     | 854       | 60.25  | 4,820.32 | 125,328.32 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 84.37  | 6,749.94  | 175,498.44 |
| Marketing Coordinator          | 50         | 5614     | 548       | 44.67  | 3,573.53 | 92,911.78  | 46.90  | 3,752.20 | 97,557.20  | 49.25  | 3,939.80 | 102,434.80 | 51.71  | 4,136.79 | 107,556.54 | 54.30  | 4,343.64  | 112,934.64 |
| Mayor                          | 60         | 1118     | 696       | 26.09  | 521.88   | 13,568.88  | -      | -        | -          | -      | -        | -          | -      | -        | -          | 26.09  | 521.88    | 13,568.88  |
| Office Assistant I             | 50         | 6108     | 516       | 30.22  | 2,417.61 | 62,857.86  | 31.73  | 2,538.47 | 66,000.22  | 33.32  | 2,665.41 | 69,300.66  | 34.98  | 2,798.64 | 72,764.64  | 36.73  | 2,938.58  | 76,403.08  |
| Office Assistant II            | 50         | 6109     | 517       | 33.24  | 2,659.24 | 69,140.24  | 34.90  | 2,792.16 | 72,596.16  | 36.65  | 2,931.85 | 76,228.10  | 38.48  | 3,078.43 | 80,039.18  | 40.40  | 3,232.29  | 84,039.54  |
| Office Specialist              | 50         | 6110     | 518       | 38.23  | 3,058.11 | 79,510.86  | 40.14  | 3,211.07 | 83,487.82  | 42.15  | 3,371.65 | 87,662.90  | 44.25  | 3,540.27 | 92,047.02  | 46.47  | 3,717.21  | 96,647.46  |
| PW Division Mgr. - Eng.        | 60         | 1127     | 692       | 81.20  | 6,495.60 | 168,885.66 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 101.49 | 8,119.50  | 211,107.01 |
| PW Division Mgr. - Opr.        | 60         | 1126     | 691       | 81.20  | 6,495.60 | 168,885.66 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 101.49 | 8,119.50  | 211,107.01 |
| PW Division Mgr. - Utl.        | 60         | 1128     | 693       | 81.20  | 6,495.60 | 168,885.66 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 101.49 | 8,119.50  | 211,107.01 |
| Patrol Officer                 | 40         | 4401     | 404       | 60.79  | 4,862.99 | 126,437.74 | 63.83  | 5,106.14 | 132,759.64 | 67.02  | 5,361.41 | 139,396.66 | 70.37  | 5,629.49 | 146,366.74 | 73.89  | 5,910.93  | 153,684.18 |
| Patrol Officer Trainee         | 40         | 4402     | 458       | 59.48  | 4,758.55 | 123,722.30 | 62.45  | 4,996.39 | 129,906.14 | 65.58  | 5,246.27 | 136,403.02 | 68.86  | 5,508.55 | 143,222.30 | 72.30  | 5,783.92  | 150,381.92 |
| Payroll Specialist             | 80         | 6125     | 859       | 41.62  | 3,329.56 | 86,568.56  | 43.70  | 3,496.05 | 90,897.30  | 45.89  | 3,670.83 | 95,441.58  | 48.18  | 3,854.40 | 100,214.40 | 50.59  | 4,047.05  | 105,223.30 |
| Plan Check Engineer            | 50         | 3807     | 521       | 68.04  | 5,443.28 | 141,525.28 | 71.44  | 5,714.87 | 148,586.62 | 75.01  | 6,001.02 | 156,026.52 | 78.76  | 6,300.57 | 163,814.82 | 82.75  | 6,619.74  | 172,113.24 |
| Plan Checker                   | 50         | 3803     | 522       | 58.02  | 4,641.57 | 120,680.82 | 60.92  | 4,873.60 | 126,713.60 | 63.97  | 5,117.69 | 133,059.94 | 67.16  | 5,372.82 | 139,693.32 | 70.53  | 5,642.22  | 146,697.72 |
| Plan Review Manager            | 60         | 1210     | 678       | 75.47  | 6,037.85 | 156,984.09 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 98.16  | 7,852.79  | 204,172.59 |
| Planning Commissioners         | 70         | 1108     | 698       | 1.00   | 20.00    | 520.00     | -      | -        | -          | -      | -        | -          | -      | -        | -          | 1.00   | 20.00     | 520.00     |
| Planning Director              | 60         | 1803     | 607       | 90.84  | 7,267.30 | 188,949.77 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 127.18 | 10,174.23 | 264,529.89 |
| Planning Manager               | 60         | 2803     | 602       | 69.24  | 5,538.86 | 144,010.25 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 96.93  | 7,754.39  | 201,614.03 |
| Planning Technician            | 50         | 2813     | 554       | 42.33  | 3,386.76 | 88,055.76  | 44.46  | 3,556.47 | 92,468.22  | 46.69  | 3,734.89 | 97,107.14  | 49.01  | 3,920.93 | 101,944.18 | 51.46  | 4,116.78  | 107,036.28 |
| Police Assistant               | 40         | 6401     | 450       | 56.12  | 4,489.30 | 116,721.80 | 58.92  | 4,713.70 | 122,556.20 | 61.87  | 4,949.38 | 128,683.88 | 64.96  | 5,196.89 | 135,119.14 | 68.21  | 5,456.73  | 141,874.98 |
| Police Captain                 | 60         | 1401     | 651       | 115.69 | 9,254.80 | 240,624.80 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 161.96 | 12,956.67 | 336,873.42 |
| Police Clerk I                 | 40         | 6402     | 451       | 40.22  | 3,217.86 | 83,664.36  | 42.23  | 3,378.79 | 87,848.54  | 44.35  | 3,547.70 | 92,240.20  | 46.56  | 3,725.10 | 96,852.60  | 48.89  | 3,911.27  | 101,693.02 |
| Police Clerk II                | 40         | 6403     | 452       | 44.24  | 3,539.58 | 92,029.08  | 46.46  | 3,716.66 | 96,633.16  | 48.78  | 3,902.47 | 101,464.22 | 51.22  | 4,097.63 | 106,538.38 | 53.78  | 4,302.42  | 111,862.92 |
| Police Clerk Supervisor        | 40         | 6404     | 454       | 51.10  | 4,088.31 | 106,296.06 | 53.66  | 4,292.76 | 111,611.76 | 56.34  | 4,507.34 | 117,190.84 | 59.16  | 4,732.74 | 123,051.24 | 62.12  | 4,969.35  | 129,203.10 |
| Police Evidence Technician     | 40         | 8607     | 459       | 46.92  | 3,753.81 | 97,599.06  | 49.27  | 3,941.48 | 102,478.48 | 51.73  | 4,138.58 | 107,603.08 | 54.32  | 4,345.54 | 112,984.04 | 57.04  | 4,562.80  | 118,632.80 |
| Police Lieutenant              | 40         | 2402     | 400       | 93.24  | 7,459.11 | 193,936.86 | 97.90  | 7,832.07 | 203,633.82 | 102.80 | 8,223.71 | 213,816.46 | 107.94 | 8,634.91 | 224,507.66 | 113.33 | 9,066.64  | 235,732.64 |
| Police Officer                 | 40         | 4403     | 403       | 66.47  | 5,317.72 | 138,260.72 | 69.80  | 5,583.69 | 145,175.94 | 73.29  | 5,862.85 | 152,434.10 | 76.95  | 6,155.94 | 160,054.44 | 80.80  | 6,463.81  | 168,059.06 |
| Police Officer Trainee         | 40         | 4404     | 457       | 65.04  | 5,203.52 | 135,291.52 | 68.30  | 5,463.74 | 142,057.24 | 71.71  | 5,736.98 | 149,161.48 | 75.30  | 6,023.77 | 156,618.02 | 79.06  | 6,324.98  | 164,449.48 |
| Police Sergeant                | 40         | 4405     | 401       | 80.30  | 6,423.96 | 167,022.96 | 84.31  | 6,745.16 | 175,374.16 | 88.53  | 7,082.41 | 184,142.66 | 92.96  | 7,436.63 | 193,352.38 | 97.61  | 7,808.46  | 203,019.96 |
| Police Support Services Mgr    | 60         | 1404     | 657       | 67.15  | 5,371.73 | 139,664.93 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 94.01  | 7,520.76  | 195,539.79 |
| Pool Manager                   | 70         | 5608     | 708       | 23.72  | 1,897.60 | 49,337.60  | -      | -        | -          | -      | -        | -          | -      | -        | -          | 33.05  | 2,644.00  | 68,744.00  |
| Principal Civil Engineer       | 80         | 2204     | 822       | 71.91  | 5,752.43 | 149,563.18 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 93.52  | 7,481.55  | 194,520.30 |
| Principal Planner              | 80         | 2811     | 823       | 74.14  | 5,930.89 | 154,203.14 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 89.79  | 7,183.23  | 186,763.98 |
| Program Coordinator            | 50         | 5606     | 523       | 41.66  | 3,332.62 | 86,648.12  | -      | -        | -          | -      | -        | -          | -      | -        | -          | 54.83  | 4,386.73  | 114,054.98 |
| Public Information Officer     | 60         | 1122     | 674       | 66.64  | 5,331.16 | 138,610.07 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 93.30  | 7,463.65  | 194,054.84 |
| Public Services Assistant I    | 50         | 6601     | 524       | 34.75  | 2,780.15 | 72,283.90  | 36.49  | 2,919.18 | 75,898.68  | 38.31  | 3,065.18 | 79,694.68  | 40.23  | 3,218.42 | 83,678.92  | 42.24  | 3,379.33  | 87,862.58  |
| Public Services Assistant II   | 50         | 6602     | 525       | 38.23  | 3,058.15 | 79,511.90  | 40.14  | 3,211.11 | 83,488.86  | 42.15  | 3,371.64 | 87,662.64  | 44.25  | 3,540.29 | 92,047.54  | 46.47  | 3,717.21  | 96,647.46  |
| Public Works Director          | 60         | 1204     | 635       | 93.41  | 7,472.66 | 194,289.17 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 130.77 | 10,461.76 | 272,005.80 |
| Public Works Inspector         | 50         | 3202     | 526       | 56.11  | 4,488.96 | 116,712.96 | 58.92  | 4,713.46 | 122,549.96 | 61.86  | 4,949.08 | 128,676.08 | 64.96  | 5,196.56 | 135,110.56 | 68.20  | 5,456.35  | 141,865.10 |
| Public Works Manager           | 60         | 1117     | 648       | 62.17  | 4,973.59 | 129,313.39 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 87.04  | 6,963.03  | 181,038.69 |
| Purchasing Agent               | 80         | 1106     | 826       | 59.36  | 4,748.93 | 123,472.18 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 76.56  | 6,124.80  | 159,244.80 |
| 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       | 56.71  | 4,536.45 | 117,947.70 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 74.63  | 5,970.57  | 155,234.82 |
| Recreation Svcs Assistant I    | 50         | 8601     | 527       | 19.64  | 1,571.46 | 40,857.96  | 20.63  | 1,650.01 | 42,900.26  | 21.66  | 1,732.57 | 45,046.82  | 22.74  | 1,819.16 | 47,298.16  | 23.88  | 1,910.16  | 49,664.16  |
| Recreation Svcs Assistant II   | 50         | 8602     | 528       | 23.32  | 1,865.82 | 48,511.32  | 2      |          |            |        |          |            |        |          |            |        |           |            |

CITY OF MILPITAS - HUMAN RESOURCES  
All Job Classifications/Salary Table, Effective First Pay Period in July 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     |
| Senior Public Works Lead       | 20         | 8609     | 225       | 59.29  | 4,743.18 | 123,322.68 | 62.25  | 4,980.34 | 129,488.84 | 65.37  | 5,229.36 | 135,963.36 | 68.64  | 5,490.81 | 142,761.06 | 72.07  | 5,765.51  | 149,903.26 |
| Senior SCADA Technician        | 20         | 8628     | 241       | 55.43  | 4,434.12 | 115,287.12 | 58.34  | 4,667.50 | 121,355.00 | 61.41  | 4,913.15 | 127,741.90 | 64.65  | 5,171.74 | 134,465.24 | 68.05  | 5,443.94  | 141,542.44 |
| 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       | 57.58  | 4,606.19 | 119,760.94 | 60.44  | 4,835.59 | 125,725.34 | 63.48  | 5,078.03 | 132,028.78 | 66.65  | 5,332.31 | 138,640.06 | 69.98  | 5,598.37  | 145,557.62 |
| Sr. City Manager Analyst       | 60         | 1125     | 694       | 66.85  | 5,348.08 | 139,050.06 | -      | -        | -          | -      | -        | -          | -      | -        | -          | 86.66  | 6,932.69  | 180,250.02 |
| Sr. Public Services Assistant  | 50         | 5615     | 549       | 42.64  | 3,411.17 | 88,690.42  | 44.77  | 3,581.73 | 93,124.98  | 47.01  | 3,760.81 | 97,781.06  | 49.36  | 3,948.86 | 102,670.36 | 51.83  | 4,146.30  | 107,803.80 |
| 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  |
| Water Meter Technician I       | 20         | 8104     | 216       | 35.04  | 2,628.23 | 68,333.98  | 36.80  | 2,759.72 | 71,752.72  | 38.64  | 2,897.71 | 75,340.46  | 40.57  | 3,042.53 | 79,105.78  | 42.60  | 3,194.69  | 83,061.94  |
| Water Meter Technician I -40   | 20         | 8620     | 235       | 35.05  | 2,803.66 | 72,895.16  | 36.80  | 2,943.85 | 76,540.10  | 38.63  | 3,090.61 | 80,355.86  | 40.56  | 3,245.02 | 84,370.52  | 42.60  | 3,408.22  | 88,613.72  |
| Water Meter Technician II      | 20         | 8105     | 217       | 38.55  | 2,891.14 | 75,169.64  | 40.48  | 3,035.66 | 78,927.16  | 42.50  | 3,187.41 | 82,872.66  | 44.62  | 3,346.80 | 87,016.80  | 46.86  | 3,514.17  | 91,368.42  |
| Water Meter Technician II -40  | 20         | 8621     | 236       | 38.55  | 3,084.02 | 80,184.52  | 40.48  | 3,238.46 | 84,199.96  | 42.49  | 3,399.45 | 88,385.70  | 44.63  | 3,570.30 | 92,827.80  | 46.86  | 3,748.82  | 97,469.32  |
| Water Systems Operator         | 20         | 7211     | 219       | 53.57  | 4,018.07 | 104,469.82 | 56.25  | 4,218.55 | 109,682.30 | 59.07  | 4,429.89 | 115,177.14 | 62.02  | 4,651.39 | 120,936.14 | 65.12  | 4,883.97  | 126,983.22 |
| Water Systems Operator - 40    | 20         | 8622     | 237       | 53.88  | 4,310.74 | 112,079.24 | 56.59  | 4,526.81 | 117,697.06 | 59.42  | 4,753.59 | 123,593.34 | 62.39  | 4,991.05 | 129,767.30 | 65.52  | 5,241.35  | 136,275.10 |

| 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)

|                        |                                                                                                                                                                                                                                                                                            |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | <b>Authorize the City Manager, or Designee, to Negotiate and Execute a Purchase Order with National Auto Fleet Group for Ford Police Specialty Vehicles (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Christian Di Renzo, Public Works Director, 408-586-2602)</b> |
| <b>Category:</b>       | Consent Calendar-Community Services and Sustainable Infrastructure                                                                                                                                                                                                                         |
| <b>Meeting Date:</b>   | 4/21/2026                                                                                                                                                                                                                                                                                  |
| <b>Recommendation:</b> | Authorize the City Manager, or designee, to negotiate and execute a purchase order with National Auto Fleet Group to purchase three (3) police specialty vehicles for a not-to-exceed amount of \$162,587.86.                                                                              |

### **BACKGROUND:**

The Milpitas Police Department currently manages a fleet of police vehicles assigned to Field Services and Special Operations staff throughout the Department 24-7 operations. The City of Milpitas has a contractual obligation under the [Milpitas Police Officer Association \(MPOA\) Memorandum of Understanding](#) to provide vehicles for police operations. It is imperative the Police Department maintain its fleet of vehicles to effectively provide public safety services to the community.

On [February 3, 2026](#), as part of the FY 2025-26 Mid-Year Report, City Council approved the purchase of three (3) specialty vehicles for the Police Department to replace existing vehicles that have reached the end of their useful life, per the MPOA Memorandum of Understanding section 30.03.

### **ANALYSIS:**

On June 25, 2025, Sourcewell, a State of Minnesota local government unit and service cooperative, issued a [Request for Proposal \(RFP\) #081325](#) Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories. On November 12, 2025, Sourcewell awarded [Contract No. 081325-NAF](#) to National Auto Fleet Group pursuant to the RFP. The City Purchasing Agent, in accordance with the City [Municipal Code Section I-2-3.05](#), which authorizes the Purchasing Agent to make purchases based upon an agreement or cooperative purchasing program entered into by another public agency, reviewed the Sourcewell RFP and confirmed that the RFP competitive process was consistent with, and at least as restrictive as, City procurement processes.

National Auto Fleet Group provided competitive cost proposals that offer discounts ranging from 1.1% through 4% off the manufacturer's suggested retail price. Staff recommend issuing a purchase order to National Auto Fleet Group for the purchase of three (3) police specialty vehicles for a not-to-exceed amount of \$162,587.86.

### **POLICY ALTERNATIVE(S):**

**Alternative 1:** Do not authorize the City Manager, or designee, to negotiate and execute a purchase order with National Auto Fleet Group to purchase three (3) police specialty vehicles

Pros: The City would retain the previously appropriated funds within the Equipment Replacement Fund and defer the capital outlay at this time

Cons: The three vehicles approved for replacement have reached the end of their useful life. Deferring their replacement would reduce the operational readiness and response capability of Police Field Services and Special Operations units, increase ongoing repair and maintenance costs on aging vehicles, and place the City out of compliance with Section 30.03 of the MPOA Memorandum of Understanding, which obligates the City to provide vehicles for police operations. In addition, the Sourcewell cooperative pricing currently available through National Auto Fleet Group (discounts of 1.1% to 4% off manufacturer's suggested retail price) may not



be available at a later date, and replacement vehicles procured independently would likely be acquired at higher cost and with longer lead times.

Reason to not recommend: The City Council approved the replacement of these three Police specialty vehicles on February 3, 2026, as part of the FY 2025-26 Mid-Year Report, and appropriated funding in the Equipment Replacement Fund for this purpose. Use of the Sourcewell cooperative contract satisfies the City's competitive procurement requirements and provides favorable pricing. Proceeding with the purchase order fulfills a City Council-approved action and maintains the City's contractual obligations under the MPOA Memorandum of Understanding.

**FISCAL IMPACT:**

On February 3, 2026, as part of the FY 2025-26 Mid-Year Report, the City Council appropriated \$385,469 in the Equipment Replacement Fund (Fund 500) to replace three (3) unmarked Police Department specialty vehicles. The \$162,587.86 purchase order recommended in this action is within that appropriation. Subsequent outfitting of the three vehicles with police-specific equipment, estimated at approximately \$12,500 per vehicle (\$37,500 total), is not part of this recommended action but is also funded within the same appropriation and will be procured separately. No additional funding or budget amendment is required, and this action has no effect on the General Fund.

**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



## CITY OF MILPITAS AGENDA REPORT (AR)

|                        |                                                                                                                                                                                                                                                                                                      |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | <b>Waive the Second Reading and Adopt Ordinance No. 41.13 Amending Section 1.07 of Milpitas Municipal Code Title 1, Chapter 500 to Revise Language Relating to the Selection of Planning Commission Officers (Staff Contact: Jay Lee, Planning and Neighborhood Services Director, 408-586-3077)</b> |
| <b>Category:</b>       | Consent Calendar-Community Development                                                                                                                                                                                                                                                               |
| <b>Meeting Date:</b>   | 4/21/2026                                                                                                                                                                                                                                                                                            |
| <b>Recommendation:</b> | Move to waive the second reading and adopt Ordinance No. 41.13 amending Section 1.07 of Milpitas Municipal Code Title 1, Chapter 500 to revise language relating to selection of Planning Commission officers.                                                                                       |

### **BACKGROUND:**

This Ordinance was introduced at the City Council meeting held on [March 17, 2026](#). The Ordinance is now ready for its second reading and adoption.

The proposed Ordinance will amend Section [1.07](#) of Milpitas Municipal Code Title 1, Chapter 500 to:

1. Clarify that the Planning Commission shall elect the Chair and Vice Chair at its first regular meeting of the calendar year in January rather than the fiscal year in July; and
2. Remove language requiring appointment of a secretary for Commission meetings, which is currently fulfilled by the Administrative Assistant of the Planning Department as recognized by Section 2.02 of the Planning Commission Bylaws.

### **ANALYSIS:**

Waiving the second reading is commonplace for ordinances previously considered by the Council and returning for adoption without substantial changes from the initial introduction. No substantive changes have been made to the Ordinance since its introduction on March 17, 2026.

### **POLICY ALTERNATIVE(S):**

Not applicable.

### **PROJECT SCHEDULE/KEY MILESTONES:**

First reading and introduction of Ordinance No. 41.13 occurred on March 17, 2026. Following adoption on April 21, 2026, the Ordinance will take effect 30 days thereafter, on May 21, 2026.

### **FISCAL IMPACT:**

Not applicable.

### **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

Adoption of this Ordinance is not a project pursuant to Cal. Code Regs., tit. 14, Section 15378, as it constitutes an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment

### **ATTACHMENT(S):**

(a) Ordinance No. 41.13

**REGULAR**

**NUMBER:** \_\_\_\_.

**TITLE:**     **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS  
AMENDING THE MILPITAS MUNICIPAL CODE TITLE I, CHAPTER 500,  
SECTION 1.07 RELATING TO THE SELECTION OF PLANNING COMMISSION  
OFFICERS**

**HISTORY:**     This Ordinance was introduced (first reading) by the City Council at its meeting of \_\_\_\_\_, upon motion by \_\_\_\_\_ and was adopted (second reading) by the City Council at its meeting of \_\_\_\_\_, upon motion by \_\_\_\_\_. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Suzanne Guzzetta, City Clerk

\_\_\_\_\_  
Carmen Montano, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christopher Creech, Acting City Attorney

## RECITALS AND FINDINGS:

**WHEREAS**, on February 11, 2026, at a regular meeting, the Milpitas Planning Commission referred to the City Council proposed changes to its bylaws and governing ordinance to bring consistency between these documents and better facilitate the business of the Commission; and

**WHEREAS**, pursuant to Section I-500-1.08 of the Milpitas Municipal Code, the Planning Commission may adopt such written rules and regulations as it deems necessary to conduct its business, including rules of procedure, and the City Council has the power to approve, disapprove, or modify said rules and regulations as it deems necessary; and

**WHEREAS**, the City Council has the authority to adopt such ordinances as it deems necessary to govern City commissions, including the Milpitas Planning Commission; and

**WHEREAS**, the City Council has now reviewed and wishes to adopt the changes proposed by the Planning Commission, including by adopting this ordinance to better align the selection process for Planning Commission officers as contained in the Milpitas Planning Commission Bylaws and the Milpitas Municipal Code.

**NOW, THEREFORE**, the City Council of the City of Milpitas does ordain as follows:

### SECTION 1. RECORD AND BASIS FOR ACTION

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

### SECTION 2. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE I, CHAPTER 500, SECTION 1.07

Title I, Chapter 500, Section 1.07 of the Milpitas Municipal Code is hereby amended to read as follows:

The Planning Commission shall, at its first regular meeting held for the transaction of business during ~~July~~January, ~~or as soon thereafter as possible~~, elect a ~~chairman~~Chair and a ~~vice-chairman~~Vice Chair for such fiscal year. When a vacancy exists in the office of ~~chairman~~Chair or ~~vice-chairman~~Vice Chair, the Planning Commission shall elect a member to serve in such capacity for the remainder of the fiscal year. ~~At said meeting, the Planning Commission shall also appoint a secretary who need not be a member of the Commission.~~

### SECTION 3. SEVERABILITY

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision or part shall not affect the validity of the remainder.

### SECTION 4. EFFECTIVE DATE AND POSTING

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance shall take effect thirty (30) days from and after the date of its passage. The City Clerk of the City of Milpitas shall cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.



## CITY OF MILPITAS AGENDA REPORT (AR)

|                        |                                                                                                                                                           |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | <b>Receive and Approve the Calendar Year 2025 Controlled Equipment Annual Report (Staff Contact: Frank Morales, Acting Chief of Police, 408-586-2521)</b> |
| <b>Category:</b>       | Consent Calendar-Public Safety                                                                                                                            |
| <b>Meeting Date:</b>   | 4/21/2026                                                                                                                                                 |
| <b>Recommendation:</b> | Receive and approve the Calendar Year 2025 Controlled Equipment Annual Report.                                                                            |

### **BACKGROUND:**

On September 30, 2021, California Governor Gavin Newsom approved [AB 481](#) (AB 481), requiring California law enforcement agencies to obtain approval of a Military Equipment Use Policy from their applicable governing body (City Council) before taking actions related to the funding, acquisition, or use of controlled equipment. AB 481 allows the governing body to approve the funding, acquisition, and use of controlled equipment (Military Equipment) within its jurisdiction if the equipment meets specified standards.

The Controlled Equipment Use Policy and an Annual Controlled Equipment Use Report are subject to annual review to affirm the criteria outlined in AB 481 have been met. In addition, AB 481 requires the publication of the Controlled Equipment Use Policy and a Controlled Equipment Use Report on the Department's website annually and at least thirty (30) days before a mandated publicly available meeting.

California Government Code Section [7072](#) requires an annual report within a year of policy approval and annually after that for as long as the controlled equipment is in use. The annual report must contain the following information: (1) a summary of how the equipment was used and the purpose of its use; (2) a summary of any complaints or concerns from members of the public about the equipment; (3) the results of an internal audit, including any information about violations of the equipment use policy and any actions taken in response; (4) the total annual cost for each type of equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing expenses, and from what source funds will be provided for the controlled equipment in the calendar year following submission of the annual report; (5) the quantity possessed for each type of controlled equipment; and (6) if the law enforcement agency intends to acquire additional controlled equipment in the next year, and the quantity sought for each type of qualifying equipment.

### **ANALYSIS:**

The Milpitas Police Department is committed to protecting lives and property by working with the Milpitas community and providing professional and responsive police services. To accomplish its mission effectively and safely, the Milpitas Police Department possesses and utilizes certain specialized equipment (controlled equipment) to safeguard the Milpitas community and protect the City's first responders. While the City inventory of controlled equipment varies, the mere possession of this equipment does not warrant its use. The merits and totality of the circumstances of each unique incident are considered before controlled equipment is utilized in compliance with department policy and law.

The term "military equipment," as used in AB 481, does not necessarily indicate the equipment is or has been used by the military. Many items defined as "military equipment" by AB 481 are often used by law enforcement to preserve life and enhance public and officer safety, while remaining prepared to handle the various lethal and non-lethal challenges facing our communities. The Milpitas Police Department use of controlled equipment is consistent with overall best practices employed by police departments nationwide. Items used by the Milpitas Police Department that are considered controlled equipment under AB 481 include, but are not limited to, emergency response equipment such as command vehicles and armored rescue vehicles, less-lethal

shotguns, less-lethal 40mm projectile launchers, precision weapons such as rifles, unmanned aircraft systems, and other select items.

The 2025 Annual Controlled Equipment Use Report contains a summary of the equipment usage guidelines, inventory, fiscal impact, complaints, and reported community concerns for calendar year 2025 (January 1, 2025, through December 31, 2025). Controlled equipment was deployed in support of routine operations, investigations, training, and community events throughout the year. Of approximately 64,459 calls for service in 2025, however, there were zero incidents in which controlled equipment was used during a use-of-force event. The Department conducted 586 unmanned aerial system flights in 2025, of which 571 supported criminal investigations or active incidents, 12 supported community events and other non-criminal activities, and 3 were used for training.

The Milpitas Police Department received no complaints from the community about its controlled equipment or policies related to its use. Furthermore, an internal audit of the controlled equipment revealed no policy violations for the storage or use of controlled equipment. The impact of controlled equipment related expenses on the operating budget was negligible; the total annual costs related to controlled equipment for 2025 were approximately \$97,233.27 or 0.2% of the Police Department overall operating budget.

The draft 2025 Annual Controlled Equipment Use Report was presented at the Public Safety & Emergency Preparedness Commission public meeting on [March 19, 2026](#), which served as the community engagement meeting required under Government Code Section 7072 and Milpitas Police Department Policy Section 708.8. The report and the Controlled Equipment Use Policy were published on the City website on or before March 19, 2026, satisfying the requirement under Government Code Section 7070 that both documents be made publicly available at least 30 days prior to the April 21, 2026 City Council meeting. The commission members did not respond with any questions/concerns related to the 2025 Annual Controlled Equipment Use Report nor the Controlled Equipment Use Policy. No members of the public commented on the item.

To continue providing adequate police services and maximize the department's ability to keep the community and officers safe, the Milpitas Police Department will procure the following controlled equipment, previously approved by Council, for calendar year 2025:

- Two (2) Masterpiece Arms, LE-BA .308 Precision Rifles

The continued access to and use of this equipment is vital in ensuring our officers have the appropriate tools to de-escalate situations, preserve life, ensure safety for all people in Milpitas, and protect civil liberties.

#### **POLICY ALTERNATIVE(S):**

**Alternative 1:** Do not accept and approve the 2025 Annual Controlled Equipment Use Report.

Pros: There are no identified benefits to this alternative.

Cons: The City would not be in compliance with California State Law AB 481.

Reason for Not Recommending: The Milpitas Police Department's use of controlled equipment is consistent with overall best practices employed by police departments nationwide and is in line with department policy. Not accepting the report would not comply with annual reporting requirements of AB 481.

#### **PROJECT SCHEDULE/KEY MILESTONES**

The 2025 Annual Controlled Equipment Use Report contains a summary of the equipment usage guidelines, inventory, fiscal impact, complaints, and reported community concerns from January 1, 2025, through December 31, 2025. Subsequently, the report was presented at the Public Safety & Emergency Preparedness Commission public meeting on March 19, 2026. There are no additional nor future key milestones.

#### **FISCAL IMPACT:**

There is no additional fiscal impact associated with accepting and approving the 2025 Annual Controlled Equipment Use Report.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

The action is continuing administrative or maintenance activity and is not a project pursuant to Cal. Code Regs., tit. 14, §15378.

**ATTACHMENT(S):**

- (a) 2025 Controlled Equipment Annual Report
- (b) Public Safety and Emergency Preparedness Commission meeting minutes, March 19, 2026





# Milpitas Police Department

## Controlled Equipment Annual Report

January 1, 2025, to December 31, 2025







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## Executive Summary

On September 30, 2021, California Governor Gavin Newsom approved Assembly Bill 481 requiring California law enforcement agencies to obtain approval of a Military Equipment Use Policy by their applicable governing body (City Council) prior to taking certain actions related to the funding, acquisition, or use of controlled equipment.

Assembly Bill 481 allows the governing body to approve the funding, acquisition, and use of controlled equipment ("Military Equipment") within its jurisdiction if the equipment meets specified standards. The Controlled Equipment Use Policy and an Annual Controlled Equipment Use Report is subject to annual review to affirm the criteria outlined in Assembly Bill 481 have been met.

Assembly Bill 481 requires the publication of the Controlled Equipment Use Policy and a Controlled Equipment Use Report on the Department's website annually and at least thirty (30) days prior to a mandated publicly available meeting.

California Government Code section 7072 requires an annual report within a year of policy approval and annually after that for as long as the controlled equipment is in use.

The annual report must contain the following information:

- (1) A summary of how the equipment was used and the purpose of its use.
- (2) A summary of any complaints or concerns from members of the public about the equipment.
- (3) The results of an internal audit, including any information about violations of the equipment use policy, and any actions taken in response.
- (4) The total annual cost for each type of equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing expenses; and from what source funds will be provided for the equipment controlled in the calendar year following submission of the annual report.
- (5) The quantity possessed for each type of controlled equipment.
- (6) If the law enforcement agency intends to acquire additional controlled equipment in the next year, and the quantity sought for each type of qualifying equipment.



The Police Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the public may discuss and ask questions regarding the annual report, the law enforcement agency's funding, acquisition, and/or the use of the controlled equipment.

The Milpitas Police Department recognizes the public's ongoing interest in how controlled equipment is used to protect our community and is committed to maintaining our community's trust in providing professional and responsive police services. As such, the Milpitas Police Department has authored the following comprehensive Annual Controlled Equipment Use Report to remain transparent with our community and in accordance with annual reporting requirements set forth by applicable California Law.





## Introduction

The Milpitas Police Department is committed to the protection of lives and property by working with our community and providing professional and responsive police services. To accomplish our mission effectively and safely, the Milpitas Police Department possesses and utilizes certain specialized equipment (controlled equipment) to safeguard the citizens of Milpitas and protect our first responders. While our inventory of controlled equipment varies, the mere possession of this equipment does not warrant its use. The merits and totality of the circumstances of each unique incident are considered before controlled equipment is utilized in compliance with department policy and law.

The term “military equipment,” as used in Assembly Bill 481, does not necessarily indicate the equipment is, or has been used, by the military. Many items defined as “military equipment” by the bill are more often used by law enforcement to preserve life and enhance public and officer safety while remaining prepared to handle the various lethal and non-lethal challenges facing our communities. The Milpitas Police Department’s use of controlled equipment is consistent with overall best practices employed by police departments throughout the country.

Items used by the Milpitas Police Department that are considered controlled equipment under Assembly Bill 481 include but are not limited to emergency response equipment such as command vehicles and armored rescue vehicles, less-lethal shotguns, less-lethal 40mm projectile launchers, precision weapons such as rifles, unmanned aircraft systems, and other select items. Continued access to, and use of, this equipment is vital in ensuring our officers have the appropriate tools necessary to de-escalate situations, preserve life, ensure safety for all people, and protect civil liberties.

This Annual Controlled Equipment Use Report outlines a summary of the equipment usage guidelines, inventory, fiscal impact, complaints, and reported community concerns for calendar year 2025 (January 1, 2025, through December 31, 2025).



## Summary of Controlled Equipment Usages

The Milpitas Police Department provides law enforcement services twenty-four hours a day, seven days a week, serving a city population of approximately 81,000. The daytime population of Milpitas increases to over 98,000 people. The Department is committed to de-escalating situations, and using force is reserved for instances where less intrusive options are not feasible. In 2025, the Milpitas Police Department responded to approximately 64,459 calls for service. Of those calls for service, officers used force on only 67 occasions, in comparison to 11 instances from 2024, representing 0.1% of the total calls for service. The increase in reported use-of-force incidents in 2025 is a result of a change in how the Milpitas Police Department tracks these events. Beginning in 2025, the department expanded use-of-force reporting to encompass a broader range of officer actions, including firearm display and physical control measures. Additionally, there were 0 incidents in which officers used controlled equipment during a use-of-force event. Specifically, less-lethal 40mm projectile launchers and munitions (e.g. impact sponge rounds, bean bag rounds) were not deployed.

Police events and critical incidents are unpredictable and often very dynamic. The availability and use of specific equipment are necessary for incident commanders, officers, and specialized units to resolve incidents safely and effectively. It is incumbent upon incident commanders, supervisors, individual officers, and specialized teams to recognize the circumstances wherein specialized equipment should be deployed and to utilize the equipment within the confines of department policy and state law. Each use of controlled equipment is reviewed to ensure it was used properly and justly based on the totality of the circumstances, public safety, officer safety, civil rights, state law, and information available at the time of use.



## Current Inventory of Controlled Equipment

The Milpitas Police Department is committed to remaining transparent about the Department's controlled equipment inventory and the sharing of the equipment's capabilities, uses, and other related information with our community and elected officials. The data provided in this report is accurate as of January 2026, however, inventory may have fluctuated by the time of this report's publication.

The inventory of controlled equipment, particularly consumable material (ammunition, diversionary devices, munitions, etc.) may fluctuate due to a variety of factors including but not limited to operational usage, operational deterioration, training, maintenance, expiration and replenishment guidelines.

**The following is a list of the various types, descriptions, and guidelines for usage of controlled equipment currently employed by the Department:**

(\***NOTE:** The descriptions and source photos contained in this report are for controlled equipment descriptive purposes only and are not an endorsement by the City of Milpitas or the Milpitas Police Department of a product or vendor.)



## Controlled Equipment Categories

Assembly Bill 481 created Government Code 7070 which designated 15 categories of items deemed “military” or more accurately defined as controlled equipment:

|   |                     |                                                                                                                                                                                                                           |
|---|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| * | <b>Category 1:</b>  | Unmanned, remotely piloted, powered aerial or ground vehicles                                                                                                                                                             |
| * | <b>Category 2:</b>  | Mine-resistant ambush-protected vehicles or armored personnel carriers                                                                                                                                                    |
| * | <b>Category 3:</b>  | High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached                                                  |
|   | <b>Category 4:</b>  | Tracked armored vehicles that provide ballistic protection to their occupants                                                                                                                                             |
| * | <b>Category 5:</b>  | Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units                                                                                 |
|   | <b>Category 6:</b>  | Weaponized aircraft, vessels, or vehicles of any kind                                                                                                                                                                     |
| * | <b>Category 7:</b>  | Battering rams, slugs, and breaching apparatuses that are explosive in nature                                                                                                                                             |
|   | <b>Category 8:</b>  | Firearms of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition                                                                                                               |
|   | <b>Category 9:</b>  | Ammunition of .50 caliber or greater, excluding standard-issue shotgun ammunition                                                                                                                                         |
| * | <b>Category 10:</b> | Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code §30515, with the exception of standard-issue handguns |
| * | <b>Category 11:</b> | Any firearm or firearm accessory that is designed to launch explosive projectiles                                                                                                                                         |
| * | <b>Category 12:</b> | Noise-flash diversionary devices and explosive breaching tools, munitions containing tear gas and pepper balls, excluding standard, service issued handheld pepper spray.                                                 |
|   | <b>Category 13:</b> | TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices                                                                                                                                       |
| * | <b>Category 14:</b> | Kinetic energy weapons and munitions                                                                                                                                                                                      |
|   | <b>Category 15:</b> | Any other equipment as determined by a governing body or a state agency to require additional oversight                                                                                                                   |

\* Indicates a category of controlled equipment previously approved by the governing body and utilized by the Milpitas Police Department.





## Unmanned Aerial Systems (UAS) (Category 1)

An unmanned aerial system of any type that can sustain direct flight, whether remotely controlled or via pre-programming, and all the attached systems are designed for gathering information via photography, recording, or any other means.

**Capability:** The Milpitas Police Department uses UAS of varying sizes and capabilities to enhance public safety. The UAS can be deployed when an overhead view would assist officers with planning and responding to a situation. These situations include, but are not limited to, infrastructure damage assessments, major traffic collision investigations, missing persons searches, natural disaster management, crime scene photography, SWAT, tactical or public safety assessments, and/or in response to specific requests from local, State, or Federal fire authorities for fire response and/or prevention. A Drone First Responder (DFR) program uses a strategically stationed, remotely piloted UAS to be launched immediately when a 911 call is received, allowing a quick aerial view of an incident before officers or firefighters arrive on scene. All UAS used by the Department is used in compliance with all federal, state, and local laws.

**Usage:** Use is established under Milpitas Policy Manual Section 456 and FAA Regulation 14 CFR Part 107. It is the policy of the Milpitas Police Department to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law. UAS usages include collection of evidence in the form of aerial photography/video in support of an investigation (i.e., shooting scenes, homicide scenes); support of SWAT and Patrol during high-risk, tactical, or other public safety life preservation missions (i.e., interior visual assessments of structures or outdoor areas to gain intelligence prior to officers entering a dwelling or contacting a potentially armed or a resistive subject that may be hiding); to conduct aerial searches for missing persons; and provide aerial observation to assist in managing natural disasters (i.e., fires, floods, storms) or in any other manner to preserve life and enhance public safety. In 2025, the Milpitas Police Department conducted 586 UAS flights. Of these, 571 were related to criminal investigations or active incidents, 12 supported non-criminal activities, such as community events and teen academies, and 3 were used for training purposes.

**Training Requirements:** All Department UAS operators are licensed by the Federal Aviation Administration for UAS operations. Although not required by POST or the FAA, officers attend a 20-hour internal training course. Course topics include nomenclature, proper and safe flying techniques, privacy concerns, laws, and review of the Department's UAS policy.







The Department currently utilizes the following UAS:

### DJI Mavic Mini

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$500 each    |
| <b>Quantity</b>       | 2             |
| <b>Lifespan</b>       | 3-5 Years     |
| <b>Funding Source</b> | Grant Funding |



**Manufacturer:** DJI

**Manufacturer Description:** Miniature UAS that weighs approximately 249 grams and can record video and audio with approximately 30 minutes of flight time. This is a remotely operated battery-powered aircraft designed to be operated within sight of the operator or a spotter. Each aircraft is equipped with a camera capable of relaying a real-time image back to the operator.

### DJI Mavic Enterprise Duals

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$3,500 each  |
| <b>Quantity</b>       | 4             |
| <b>Lifespan</b>       | 3-5 Years     |
| <b>Funding Source</b> | Grant Funding |



**Manufacturer:** DJI

**Manufacturer Description:** UAS that has a color and infrared camera as well as audible speaker and light. Capable of video recording and weighs 899 grams, approx. 30 minutes of flight time. This is a remotely operated battery-powered aircraft designed to be operated within sight of the operator or a spotter. Each aircraft is equipped with a camera capable of relaying a real-time image back to the operator.

### DJI Matrice 210 V2

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$10,410      |
| <b>Quantity</b>       | 1             |
| <b>Lifespan</b>       | 3-5 Years     |
| <b>Funding Source</b> | Grant Funding |



**Manufacturer:** DJI

**Manufacturer Description:** UAS that has a color and inferred camera as well as audible speaker and light. Capable of video recording and weighs 899 grams, approx. 30 minutes of flight time. This is a remotely operated battery-powered aircraft designed to be operated within sight of the operator or a spotter. Each aircraft is equipped with a camera capable of relaying a real-time image back to the operator.

### DJI Matrice 300 RTK

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$11,349      |
| <b>Quantity</b>       | 1             |
| <b>Lifespan</b>       | 3-5 Years     |
| <b>Funding Source</b> | Grant Funding |



**Manufacturer:** DJI

**Manufacturer Description:** UAS that is foul weather capable and has dual gimbal, has an IR camera, zoom camera and light. Has video recording capabilities and is approx. 14 pounds. Has 55 minutes of flight time. This is a remotely operated battery-powered aircraft designed to be operated within sight of the operator or a spotter. Each aircraft is equipped with a camera capable of relaying a real-time image back to the operator.

## DJI Matrice 30 Series

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$13,198      |
| <b>Quantity</b>       | 1             |
| <b>Lifespan</b>       | 3-5 Years     |
| <b>Funding Source</b> | Grant Funding |



**Manufacturer:** DJI

**Manufacturer Description:** UAS that is an all-weather drone that integrates multiple high-performance sensors into a light weight and portable body. This is a remotely operated battery-powered aircraft designed to be operated within sight of operator or a spotter. Each aircraft is equipped with digital video streaming technology capable of relaying a real-time image back to the operator, and obstacle detection sensors. This UAS weighs 3770g and has a maximum flight time of 41 minutes.

## Autel Robotics EVO II Dual 640 - Refurbished

|                       |           |
|-----------------------|-----------|
| <b>Cost</b>           | \$0       |
| <b>Quantity</b>       | 1         |
| <b>Lifespan</b>       | 3-5 Years |
| <b>Funding Source</b> | N/A       |



**Manufacturer:** Autel Robotics

**Manufacturer Description:** The EVO II Dual has about 32-34 minutes of flight time per battery. The Orange color of the Dual is great for functionality and ease of operation and is easier to see in the sky. This is a remotely operated battery-powered aircraft designed to be operated within sight of the operator or a spotter. Each aircraft is equipped with a camera capable of relaying a real-time image back to the operator.



## DJI Avata 2

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$1,855 Each  |
| <b>Quantity</b>       | 4             |
| <b>Lifespan</b>       | 3-5 Years     |
| <b>Funding Source</b> | Grant Funding |



**Manufacturer:** DJI

**Manufacturer Description:** The Avata 2 is a compact, agile First Person View (FPV) drone built with a rugged design that focuses on maneuverability. The drone can be used in indoor and outdoor tactical scenarios. The drone has a takeoff weight of 377 grams with a maximum flight time of 23 minutes. The drone is remotely operated battery-powered aircraft to be operated with sight of its operator or a spotter. The drone is equipped with a camera capable of relaying real-time images back to the operator.

## DJI Matrice 30 Series (Stationary Docked DFR - Drone as a First Responder)

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$49,000      |
| <b>Quantity</b>       | 1             |
| <b>Lifespan</b>       | 3-5 Years     |
| <b>Funding Source</b> | Grant Funding |



**Manufacturer:** DJI

**Manufacturer Description:** UAS that is an all-weather drone that integrates multiple high-performance sensors into a light weight and portable body. This is an LTE connected, remotely operated battery-powered aircraft deployed from a fixed dock that is designed to be operated out-of-view of the pilot. Each aircraft is equipped with digital video streaming technology capable of relaying a real-time image back to the operator, and obstacle detection sensors. This UAS weighs 3770g and has a maximum flight time of 41 minutes.



### DJI Matrice 4 (Second Stationary Docked DFR - Drone as a First Responder)

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$42,875      |
| <b>Quantity</b>       | 1             |
| <b>Lifespan</b>       | 3-5 Years     |
| <b>Funding Source</b> | Grant Funding |



**Manufacturer:** DJI

**Manufacturer Description:** UAS that is an all-weather drone and integrates multiple high-performance sensors into a light weight and portable body. This is an LTE connected; remotely operated battery-powered aircraft deployed from a fixed dock that is designed to be operated out-of-view of the pilot. Each aircraft is equipped with digital video streaming technology capable of relaying a real-time image back to the operator, and obstacle detection sensors. This UAS has a fixed arm fuselage, with a take-off weight of 2090 grams and has a maximum flight time of 47 minutes.



## **Robots** (Category 1)

A machine that is capable of being controlled remotely and can be deployed in-lieu of a human to gather visual and auditory intelligence, as well as conduct limited physical manipulation of items.

**Capability:** Robots can be used to reduce risk to human life in dangerous or potentially volatile situations. They are also used in tactical support of special operations and can be used to acquire visual/audio intelligence, deliver de-escalation tools such as a Crisis Negotiation Team phone, open doors, and clear buildings without risk to human life.

**Usage:** It is the policy of the Milpitas Police Department to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law. Use is authorized by the Division Captain or designee.

**Training Requirements:** Only assigned operators who have completed the in-house required training shall be permitted to operate the robots. Training topics include nomenclature, operation techniques, and practical exercises.

The Department currently utilizes the following Robots:

### Robotex Avatar II

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$19,406      |
| <b>Quantity</b>       | 1             |
| <b>Lifespan</b>       | 8-10 Years    |
| <b>Funding Source</b> | Grant Funding |



**Manufacturer:** Robotex

**Manufacturer Description:** The AVATAR II enables law enforcement to remotely inspect dangerous situations and gather video and audio intelligence, including direct-to-unit video and audio recording, a touchscreen display, increased durability, and secure Wi-Fi networking. With these capabilities officers will be better equipped to remotely gather intelligence and keep themselves and their teams safe from harm.

### ICOR Mini Caliber

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$48,500      |
| <b>Quantity</b>       | 1             |
| <b>Lifespan</b>       | 8-10 Years    |
| <b>Funding Source</b> | General Funds |



**Manufacturer:** ICOR

**Manufacturer Description:** The Mini Caliber is a lightweight, modular portable robot designed for rapid deployment, it is simple to operate and quick to deploy for searching rooms, hallways, stairwells, and confined spaces. It also includes an extendible rotating claw arm that simplifies opening door handles, providing protection and safety to their operators.



## **Armored Vehicle** (Categories 2 & 3)

Commercially produced 4-wheel drive vehicle designed for law enforcement that provides protection against bullets, shell fragments, and other projectiles.

**Capability:** The Medevac is primarily used by the Special Weapons and Tactics Team (SWAT) to safely transport personnel to and from critical incidents, extract citizens from volatile situations, high-risk rescue operations, training, provide emergency medical staff and/or Tactical Emergency Medicine (TEM) personnel a safe working environment, and to deliver equipment in high-risk environments. The Medevac can also be used to conduct rescue missions during disasters. Additionally, the vehicle is utilized for community engagement efforts and other applications deemed appropriate.

**Usage:** Use is established under Milpitas Policy Manual Section 707. It is the policy of the Department to utilize the armored vehicle only for official law enforcement purposes, and pursuant to State and Federal law.

**Training Requirements:** All drivers/operators shall attend formalized instruction and be trained in vehicle operations and practical driving techniques. POST-certified driving instructors provide training consisting of safe driving practices and proper operation of the vehicle's equipment.





The Department currently utilizes the following Armored Vehicle:

**2018 Lenco Bearcat MEDEVAC, G2**

|                       |                     |
|-----------------------|---------------------|
| <b>Cost</b>           | \$388,800           |
| <b>Quantity</b>       | 1                   |
| <b>Lifespan</b>       | 25 Years            |
| <b>Funding Source</b> | Capital Improvement |



**Manufacturer:** Lenco

**Manufacturer Description:** The Lenco Bearcat Medevac, also known as the Med Cat, was designed to meet the combined requirements of SWAT & Tactical Emergency Medical Service Teams. The Medevac can be used as an armored Response & Rescue SWAT truck for dangerous callouts and is equipped to provide Tactical EMS with a safe & effective environment to deal with trauma cases. It seats 10-12 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provide greater safety to citizens and officers beyond the protection level of shield and personal body armor.



## **Mobile Incident Command Vehicle** (Category 5)

A completely self-contained command post designed to provide shelter, access to department computers, and restroom facilities for extended events. This vehicle can also be used to manage/facilitate pre-planned or significant events, which require on-site planning and incident command personnel.

**Capability:** As a mobile base of operation, this vehicle contains specialized command, control, and communications equipment that can be used during critical incidents, large events, natural disasters, and community events. The replacement command vehicle (anticipated delivery February 2024) will be equipped to function as a fully operational mobile Public Safety Answering Point (PSAP) and will serve as a backup to the existing Dispatch Center in the Police Department.

**Usage:** The command vehicle shall be used by trained personnel in a manner consistent with Department policy and training. Furthermore, only personnel who have completed Departmental Training and who are properly licensed will be allowed to drive the command vehicle.

**Training Requirements:** All drivers/operators shall attend formalized instruction and be trained in vehicle operations and practical driving techniques. POST-certified driving instructors provide training consisting of safe driving practices and proper operation of the vehicle's equipment.



The Department currently operates the following MICs:

### Mobile Incident Command Vehicle

---

|                       |                                            |
|-----------------------|--------------------------------------------|
| <b>Cost</b>           | \$1,250,000                                |
| <b>Quantity</b>       | 1                                          |
| <b>Lifespan</b>       | 25 Years (Chassis)<br>6 Years (IT Systems) |
| <b>Funding Source</b> | Capital Improvement                        |



**Manufacturer:** LDV, Inc.

**Manufacturer Description:** The Mobile Emergency Operations Center (MEOC) will be a fully functioning Mobile Public Safety Answering Point (PSAP) and serve as a backup to our existing Dispatch Center. The MEOC will also be a shared asset used by the Police and Fire Departments during critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events. This vehicle was delivered in February 2024.



## 40 MM Less-Lethal Launchers and Munitions (Categories 11, 12, & 14)

A single-shot impact launcher capable of firing an array of less-lethal 40mm rounds.

**Capability:** De-escalate situations using less-lethal force and gain compliance from a safe distance. 40MM Less-Lethal Launchers have an effect range of up to 20 yards.

**Usage:** The 40mm less-lethal launcher may be deployed to gain compliance or de-escalate conflicts to help prevent a situation from becoming a lethal force situation. The system's effectiveness provides time and distance between officers and a suspect, reducing the immediacy of the threat and allows opportunity for further de-escalation. This system can be used to address self-destructive/suicidal, dangerous, and/or combative individuals; to gain a tactical advantage from a distance (i.e., breaking a window to get an unobstructed view of an individual or disabling a security camera); against potentially vicious animals; and for riot/crowd control and/or civil unrest incidents where the use of the 40mm is objectively reasonable.

**Training Requirements:** Sworn members utilizing 40MM less-lethal chemical agents or impact rounds are trained in their use by POST-Certified less-lethal chemical agent's instructors. Training includes a review of the Departments Use of Force Policy, nomenclature, familiarization of the system and a qualification course.



The Department utilizes the following 40 MM Less-Lethal Launcher and Munitions:

**Defense Technologies 40 MM Single Shot Launcher #1425**

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$810 each    |
| <b>Quantity</b>       | 6             |
| <b>Lifespan</b>       | 25 Years      |
| <b>Funding Source</b> | General Funds |



**Manufacturer:** Defense Technology

**Manufacturer Description:** The 40MM Single Launcher is a tactical single-shot launcher that features an adjustable Integrated Front Grip (IFG) with a rail-mounted holographic sight. It will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. It will launch a 40MM less lethal round up to 131 feet and is only authorized to be used by trained personnel.

The Department currently possesses the following 40mm munitions:

**Combined Systems Inc. 40MM Sponge, Smokeless Spin Stabilized Round #4577**

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$30 each     |
| <b>Quantity</b>       | 981 of 1500   |
| <b>Lifespan</b>       | 5 Years       |
| <b>Funding Source</b> | General Funds |



**Manufacturer:** Combined Systems Inc.

**Manufacturer Description:** A spin-stabilized projectile delivering blunt trauma effect. Although it is extremely accurate and consistent, accuracy is dependent on the launcher. Effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts. Its purpose is to minimize the risks to all parties through pain compliance and/or incapacitation of potentially violent or dangerous subjects.

**Defense Technology 40MM Direct Impact Marking Round #6326**

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$30 each     |
| <b>Quantity</b>       | 7 of 7        |
| <b>Lifespan</b>       | 5 Years       |
| <b>Funding Source</b> | General Funds |



**Manufacturer:** Defense Technology

**Manufacturer Description:** A less-lethal 40MM lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40mm launcher with a rifled barrel at 295 FPS. The green foam nose indicates that the round contains a marking agent.

**Defense Technology 40MM Direct Impact Reloadable Training Kit #6530**

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$1300 each   |
| <b>Quantity</b>       | 1             |
| <b>Lifespan</b>       | No Expiration |
| <b>Funding Source</b> | General Funds |



**Manufacturer:** Defense Technology

**Manufacturer Description:** The 250-piece Direct Impact Reloadable Training Kit allows realistic training to be conducted at a fraction of the cost of using operational rounds. These reusable projectiles can be reloaded by hand in the field in less than 10 seconds without the need for presses or other reloading equipment. These rounds are not for use on humans.

**Defense Technology Spede-Heat 40MM Long Range, CS, Round #6182**

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$30 each     |
| <b>Quantity</b>       | 40 of 40      |
| <b>Lifespan</b>       | 5 Years       |
| <b>Funding Source</b> | General Funds |



**Manufacturer:** Defense Technology

**Manufacturer Description:** The SPEDE-HEAT CS Long-Range Munitions delivers one chemical canister of CS agent from a 40 mm launcher down range up to 150 yards. The Spede-Heat is a pyrotechnic round designed specifically for outdoor use in riot situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds from a single source. The Spede-Heat family may be used to conceal tactical movement.

**Defense Technology Ferret 40MM Liquid Barricade Round CS #1062**

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$30 each     |
| <b>Quantity</b>       | 13            |
| <b>Lifespan</b>       | 5 Years       |
| <b>Funding Source</b> | General Funds |



**Manufacturer:** Defense Technology

**Manufacturer Description:** A less lethal 40mm round that is non-burning and suitable for indoor use. It is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects. The manufacturer designates the round as part #2262.

**Defense Technology Ferret 40MM Powder Barricade Round CS #1292**

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$30 each     |
| <b>Quantity</b>       | 40            |
| <b>Lifespan</b>       | 5 Years       |
| <b>Funding Source</b> | General Funds |



**Manufacturer:** Defense Technology

**Manufacturer Description:** A less lethal 40MM round used to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects.

**Defense Technology Ferret 40MM Powder Barricade Training Round Inert #1293**

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$23 each     |
| <b>Quantity</b>       | 14            |
| <b>Lifespan</b>       | 5 Years       |
| <b>Funding Source</b> | General Funds |



**Manufacturer:** Defense Technology

**Manufacturer Description:** An inert training less lethal 40MM round used to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers an inert payload inside of a structure or vehicle. The 40mm inert Ferret round is primarily used to train personnel in the proper use of its deployment.



**Defense Technology Ferret 40MM Liquid Barricade Training Round Inert #1263**

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$23 each     |
| <b>Quantity</b>       | 15            |
| <b>Lifespan</b>       | 5 Years       |
| <b>Funding Source</b> | General Funds |



**Manufacturer:** Defense Technology

**Manufacturer Description:** A less-lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose-built 40mm launcher with a rifled barrel at 325 FPS. The 30-gram foam projectile delivers 120 ft/lbs. of energy on impact. The 40mm Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 131 feet from the target.

**Combined Systems Inc. 40MM Sponge, Smokeless Spin Stabilized Round #4577**

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$30 each     |
| <b>Quantity</b>       | 981 of 1500   |
| <b>Lifespan</b>       | 5 Years       |
| <b>Funding Source</b> | General Funds |



**Manufacturer:** Combined Systems Inc.

**Manufacturer Description:** A spin-stabilized projectile delivering blunt trauma effect. Although it is extremely accurate and consistent, accuracy is dependent on the launcher. Effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts. Its purpose is to minimize the risks to all parties through pain compliance and/or incapacitation of potentially violent or dangerous subjects.



## Less-Lethal Shotgun and Munitions (Categories 10 & 14)

The less-lethal shotgun is a standard Remington Model 870, 12-gauge shotgun that has been converted to fire bean bag rounds as an alternative to lethal force when appropriate. The less-lethal shotgun has a distinctive, orange-colored stock and foregrip to distinguish it from lethal weapons.

**Capability:** The less-lethal shotgun can fire a 12-gauge Super-Sock Bean Bag Round with a maximum effective range of seventy-five (75) feet. The range of the weapon system helps to maintain space between officers and a suspect by reducing the immediacy of the threat, which is a principle of de-escalation.

**Usage:** The less-lethal shotguns can be deployed to de-escalate conflict and reduce the need for lethal force. The system's effectiveness allows time and distance between officers and a suspect, reducing the immediacy of the threat and allows opportunity for further de-escalation. This system can be used to address self-destructive/suicidal, dangerous, and/or combative individuals, to gain a tactical advantage from a distance (i.e., breaking a window to get an unobstructed view of an individual or disabling a security camera), against potentially vicious animals, riot/crowd control and/or civil unrest incidents where the use of the 40mm is objectively reasonable.

**Training Requirements:** All officers must successfully complete a minimum of two hours of department training before they can deploy the less lethal shotgun. Training includes a review of the Departments Use of Force Policy, nomenclature, familiarization of the system, and a qualification course.



The Department possesses the following Less Lethal Shotguns and Munitions:

### Remington 870 Less Lethal 12 Gauge Shotgun

|                |               |
|----------------|---------------|
| Cost           | \$946 each    |
| Quantity       | 35            |
| Lifespan       | 25 Years      |
| Funding Source | General Funds |



**Manufacturer:** Remington

**Manufacturer Description:** The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.

### Combined Systems Inc. Super-Sock Bean Bag Round #2581

|                |                 |
|----------------|-----------------|
| Cost           | \$32/ Box       |
| Quantity       | 85 of 150 Boxes |
| Lifespan       | No Expiration   |
| Funding Source | General Funds   |



**Manufacturer:** Combined Systems Inc.

**Manufacturer Description:** A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). CTS Super-Sock rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target.



## Less-Lethal Pepperball Launcher and Munitions (Categories 12 & 14)

The Pepperball VKS Launcher is a semi-automatic less-lethal launcher designed to provide officers with an alternative to lethal force when appropriate. The less-lethal Pepperball launcher has a distinctive, yellow-colored stock and magazine to distinguish it from lethal weapons.

**Capability:** The Pepperball VKS Launcher fires .68-caliber projectiles with irritant powder, with a maximum effective range of 150 feet. It offers both single-shot and semi-automatic firing modes, giving the flexibility to choose between precision and rapid deployment. The range of the weapon system helps to maintain space between officers and a suspect, reducing the immediacy of the threat, which is a principle of de-escalation.

**Usage:** The Pepperball VKS Launcher can be deployed to de-escalate conflict and reduce the need for lethal force. The system's effectiveness allows time and distance between officers and a suspect, reducing the immediacy of the threat and allows opportunity for further de-escalation. This system can be used to address self-destructive/suicidal, dangerous, and/or combative individuals, to gain a tactical advantage from a distance (i.e., breaking a window to get an unobstructed view of an individual or disabling a security camera.), against potentially vicious animals, riot/crowd control and/or civil unrest incidents where the use of the Pepperball VKS Launcher is objectively reasonable.

**Training Requirements:** All officers must successfully complete a minimum of eight hours of department training before they can deploy the Pepperball VKS. Training includes a review of the Department's Use of Force Policy, nomenclature, familiarization of the system, and a qualification course.



The Department utilizes the following Pepperball Launcher and Munitions:

### Pepperball VKS Pro Launcher

|                       |                      |
|-----------------------|----------------------|
| <b>Cost</b>           | \$1375 each          |
| <b>Quantity</b>       | 4                    |
| <b>Lifespan</b>       | No Listed Expiration |
| <b>Funding Source</b> | Grant Funding        |



**Manufacturer:** Pepperball

**Manufacturer Description:** The Pepperball VKS is a long-range, semi-automatic non-lethal launcher designed for law enforcement use. It is capable of firing projectiles and VXR (Variable Kinetic Rounds, which include impact, marking, and illuminating rounds. The VKS offers variable kinetic impact, meaning it can adjust the force of impact based on the situation, proving a versatile tool for non-lethal applications.

### Pepperball EL-2 Electronic Hopper

|                       |                      |
|-----------------------|----------------------|
| <b>Cost</b>           | \$650 each           |
| <b>Quantity</b>       | 4                    |
| <b>Lifespan</b>       | No Listed Expiration |
| <b>Funding Source</b> | Grant Funding        |



**Manufacturer:** Pepperball

**Manufacturer Description:** The Pepperball EL-2 Hopper is a 160-round electric feed hopper for use with the Pepperball VKS platforms. This ultra durable and lightweight hopper feeds 20+ PPS (Projectiles Per Second), making it ideal for dynamic law enforcement scenarios. The hopper's electronic feed system prevents malfunctions and supports rapid fire capability, ensuring uninterrupted performance when used.



### Pepperball Glass Breaking Round

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|                       |                      |
|-----------------------|----------------------|
| <b>Cost</b>           | \$270/Case           |
| <b>Quantity</b>       | 80                   |
| <b>Lifespan</b>       | No Listed Expiration |
| <b>Funding Source</b> | Grant Funding        |



**Manufacturer:** Pepperball

**Manufacturer Description:** The Pepperball Glass Breaking Round is a specialized projectile designed to shatter tempered glass, such as vehicle windows or barriers, providing officers with enhanced tactical capabilities. Constructed with a durable ceramic tip, this round enables precise and effective breaching while maintaining a safe distance. Ideal for gaining unobstructed views, accessing confined spaces, or disrupting hostile environments.

### Pepperball VXR Inert Round

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|                       |                      |
|-----------------------|----------------------|
| <b>Cost</b>           | \$236/Case           |
| <b>Quantity</b>       | 0 of 100             |
| <b>Lifespan</b>       | No Listed Expiration |
| <b>Funding Source</b> | Grant Funding        |



**Manufacturer:** Pepperball

**Manufacturer Description:** The Pepperball VXR Inert Round is a .68 caliber, extended range projectile designed for training and scenario-based exercises. Filled with a harmless, non-irritant powder, it allows officers to practice accurate deployment and tactical techniques in safe, controlled environment. With a maximum range of up to 150 feet, the VXR Inert Round mimics the performance of live Pepperball rounds, ensuring realistic training without the use of irritants.



### Pepperball Round Inert Training Round

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|                       |                      |
|-----------------------|----------------------|
| <b>Cost</b>           | \$657/Case           |
| <b>Quantity</b>       | 700                  |
| <b>Lifespan</b>       | No Listed Expiration |
| <b>Funding Source</b> | Grant Funding        |



**Manufacturer:** Pepperball

**Manufacturer Description:** The Pepperball Inert Training Round is a .68-caliber projectile filled with a non-irritant, inert powder, designed specifically for training purposes. It allows officers to practice marksmanship, handling, and tactical scenarios safely and effectively. The round closely replicates the weight and trajectory of live Pepperball projectiles, ensuring realistic training sessions while eliminating exposure to irritants. Ideal for both indoor and outdoor training environments.

### Pepperball VXR Live X OC Powder

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|                       |                      |
|-----------------------|----------------------|
| <b>Cost</b>           | \$213/Case           |
| <b>Quantity</b>       | 120                  |
| <b>Lifespan</b>       | No Listed Expiration |
| <b>Funding Source</b> | Grant Funding        |



**Manufacturer:** Pepperball

**Manufacturer Description:** The Pepperball VXR Live-X Round is a .68-caliber, extended-range projectile containing a highly concentrated OC (Oleoresin Capsicum) powder, delivering maximum irritant impact. With a range of up to 150 feet, the VXR Live-X Round is ideal for long-distance engagement, effectively incapacitating aggressive individuals by causing intense discomfort to the eyes, respiratory system, and skin. It is a powerful tool for controlling dangerous situations while maintaining officer safety and creating opportunities for de-escalation.





### Pepperball Round Live X OC Powder

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|                       |                      |
|-----------------------|----------------------|
| <b>Cost</b>           | \$255/Case           |
| <b>Quantity</b>       | 700                  |
| <b>Lifespan</b>       | No Listed Expiration |
| <b>Funding Source</b> | Grant Funding        |



**Manufacturer:** Pepperball

**Manufacturer Description:** The Pepperball Live-X Round is a .68-caliber projectile containing a potent OC (Oleoresin Capsicum) powder, designed for close-to-mid-range engagement. Upon impact, it disperses a powerful irritant that causes intense eye, skin, and respiratory discomfort, effectively incapacitating aggressive individuals. This round is an essential tool for safely managing high-risk situations, providing officers with a non-lethal option for controlling threats and de-escalating conflicts.

### Pepperball VXR Blue Ink

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|                       |                      |
|-----------------------|----------------------|
| <b>Cost</b>           | \$165/Case           |
| <b>Quantity</b>       | 50                   |
| <b>Lifespan</b>       | No Listed Expiration |
| <b>Funding Source</b> | Grant Funding        |



**Manufacturer:** Pepperball

**Manufacturer Description:** The VXR Blue Ink Pepperball is a non-lethal projectile designed for use in less-lethal force situations. It combines a pepper irritant with a visible blue dye to mark targets, aiding in identification and providing an effective deterrent. Upon impact, the Pepperball releases an irritant that causes temporary discomfort, such as burning or irritation to the skin and eyes, while the blue dye marks the individual for easier tracking and identification. This tool is often used in law enforcement to subdue suspects without causing permanent harm.





## **Diversiónary Devices** (Category 12)

A handheld device that can be deployed to emit a flash, sound, and/or smoke.

**Capability:** To produce atmospheric overpressure and brilliant white light that can cause short-term (6 to 8 seconds) physiological/psychological, sensory deprivation to give officers a tactical advantage. A diversionary device is ideal for distracting dangerous suspects during apprehensions, hostage rescues, room entry, or other high-risk arrest situations.

**Usage:** Diversionary devices shall only be used by officers who have been trained in the proper use. These devices can be deployed in hostage and barricaded subject situations; in high-risk (search/arrest) warrant services where there may be hazards to officers; during other high-risk situations where the use would be advantageous in preserving life and/or increase officer safety; and during training exercises.

**Training Requirements:** Prior to using this equipment, officers must attend diversionary device training. Training is provided by POST certified instructors in the safe handling, deployment, and documentation of the use of this equipment.

**Note:** Some orders for Diversionary Devices can only be ordered in minimum quantities. As a result, some inventories may occasionally exceed needed amounts.



## Combined Tactical Systems Inc. #7290-2 Noise Flash Device

**Manufacturer Description:** A non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intensely bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high-risk arrest situations.

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$60 each     |
| <b>Quantity</b>       | 6 of 6        |
| <b>Lifespan</b>       | No Expiration |
| <b>Funding Source</b> | General Funds |



**Manufacturer Description:** A multi-bang, non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intensely bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high-risk arrest situations.



## Defense Technology #8902 Noise Flash Device Low Role

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$55 each     |
| <b>Quantity</b>       | 0 of 24       |
| <b>Lifespan</b>       | No Expiration |
| <b>Funding Source</b> | General Funds |



**Manufacturer:** Defense Technology

**Manufacturer Description:** A non-bursting, limited movement and rolling, non-fragmenting device that produces a thunderous bang with an intensely bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high-risk arrest situations.



## Rifles, Munitions, and Accessories (Category 10 & 11)

The rifle is a long-barreled firearm designed for greater accuracy over a long distance.

**Capability:** The rifle provides officers with the ability to engage hostile suspects from distances far greater than their handguns. The standard issued rifles can have an effective range of 600 yards and offer increased accuracy over a handgun. However, rifles are not appropriate for every situation.

**Usage:** Officers may deploy the rifle in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the rifle may include, but are not limited to, the following:

- a) Situations where the officer reasonably anticipates an armed encounter.
- b) When an officer is faced with a situation that may require the delivery of accurate and effective shot placement at long range.
- c) Situations where an officer reasonably expects the need to meet or exceed a suspect's weaponry.
- d) When an officer reasonably believes there may be a need to deliver accurate shot placement on a barricaded suspect or a suspect with a hostage.
- e) When an officer reasonably believes a suspect may be wearing body armor.
- f) When needed to euthanize an animal.

**Training Requirements:** Prior to deploying a rifle, officers must successfully complete a 16-hour POST approved training course. The course is taught by POST-certified instructors. Officers are required to pass a qualification course annually.



The Department currently possesses the following rifles:

### Colt Tactical Carbine Model AR-15A3

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$800 each    |
| <b>Quantity</b>       | 100           |
| <b>Lifespan</b>       | No Expiration |
| <b>Funding Source</b> | General Funds |



**Manufacturer:** Colt

**Manufacturer Description:** A rifle that fires an intermediate-power cartridge (.223) which is more powerful than a standard pistol but less powerful than a standard rifle. Rifle and has a 16" barrel. The magazine holds 30 rounds of ammunition, and the rifle has a collapsible stock. The carbine provides officers with the ability to engage hostile suspects at distances generally greater than the effective distance of their handguns. Additionally, AR-15 rifles offer advantages over handguns, such as increased accuracy potential and the ability to defeat soft body armor but are not appropriate for every situation.

### Colt Tactical Carbine Model M16

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$800 each    |
| <b>Quantity</b>       | 4             |
| <b>Lifespan</b>       | No Expiration |
| <b>Funding Source</b> | General Funds |



**Manufacturer:** Colt

**Manufacturer Description:** A rifle that fires an intermediate-power cartridge (.223) which is more powerful than a standard pistol but less powerful than a standard rifle. Rifle and has a 16" barrel. The magazine holds 30 rounds of ammunition, and the rifle has a collapsible stock. The carbine provides officers the ability to engage hostile suspects at distances generally greater than the effective distance of their handguns. Additionally, AR-15 rifles offer advantages over handguns, such as increased accuracy potential and the ability to defeat soft body armor but are not appropriate for every situation.

**Sionics Weapons Systems Model Short Barrel Rifle (SBR) LE**

|                       |                            |
|-----------------------|----------------------------|
| <b>Cost</b>           | \$1500 each                |
| <b>Quantity</b>       | 15                         |
| <b>Lifespan</b>       | No Expiration              |
| <b>Funding Source</b> | General & Grant<br>Funding |



**Manufacturer:** Sionics Weapons Systems

**Manufacturer Description:** A rifle that fires an intermediate-power cartridge (.223) which is more powerful than a standard pistol but less powerful than a standard rifle. Rifle and has a 16" barrel. The magazine holds 30 rounds of ammunition, and the rifle has a collapsible stock. The carbine provides officers with the ability to engage hostile suspects at distances generally greater than the effective distance of their handguns. Additionally, AR-15 rifles offer advantages over handguns, such as increased accuracy potential and the ability to defeat soft body armor but are not appropriate for every situation.

**Heckler and Koch Model MP5A3**

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$1000 each   |
| <b>Quantity</b>       | 7             |
| <b>Lifespan</b>       | No Expiration |
| <b>Funding Source</b> | General Funds |



**Manufacturer:** Heckler and Koch

**Manufacturer Description:** A submachine gun chambered in 9mm it is universally applicable making it useable in all areas and under all conditions. The magazine holds 30 rounds of ammunition and allows officers the ability to engage hostile suspects at distances generally greater than the effective distance of their handguns. Used by the Special Weapons and Tactics Team.

**Remington Model 700 P Bolt Action Rifle**

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$0 each      |
| <b>Quantity</b>       | 3             |
| <b>Lifespan</b>       | No Expiration |
| <b>Funding Source</b> | Donation      |



**Manufacturer:** Remington

**Manufacturer Description:** A semi-automatic shoulder-fired rifle with precision optics that fires a .308 Winchester cartridge. The .308 rifle provides SWAT Snipers the ability to engage hostile suspects at great distances with accuracy. The .308 rifles are used exclusively by officers assigned to the SWAT Sniper Team. These rifles are typically deployed with the SWAT Sniper Team during high-risk SWAT operations and special events or instances wherein Sniper Over Watch Teams are needed.

**Remington Model 700 SPS Bolt Action Rifle**

|                       |                |
|-----------------------|----------------|
| <b>Cost</b>           | \$0            |
| <b>Quantity</b>       | 1              |
| <b>Lifespan</b>       | No Expiration  |
| <b>Funding Source</b> | Personal Rifle |



**Manufacturer:** Remington

**Manufacturer Description:** A semi-automatic shoulder-fired rifle with precision optics that fires a .308 Winchester cartridge. The .308 rifle provides SWAT Snipers with the ability to engage hostile suspects at great distances with accuracy. The .308 rifles are used exclusively by officers assigned to the SWAT Sniper Team. These rifles are typically deployed with the SWAT Sniper Team during high-risk SWAT operations and special events or instances wherein Sniper Over Watch Teams are needed.



### Remington Model 700 PSS Bolt Action Rifle

|                |                |
|----------------|----------------|
| Cost           | \$0            |
| Quantity       | 1              |
| Lifespan       | No Expiration  |
| Funding Source | Personal Rifle |



**Manufacturer:** Remington

**Manufacturer Description:** A semi-automatic shoulder-fired rifle with precision optics that fires a .308 Winchester cartridge. The .308 rifle provides SWAT Snipers with the ability to engage hostile suspects at great distances with accuracy. The .308 rifles are used exclusively by officers assigned to the SWAT Sniper Team. These rifles are typically deployed with the SWAT Sniper Team during high-risk SWAT operations and special events or instances wherein Sniper Over Watch Teams are needed.

### Ruger Precision Rifle Model 18028 Bolt Action Rifle

|                |                |
|----------------|----------------|
| Cost           | \$0            |
| Quantity       | 1              |
| Lifespan       | No Expiration  |
| Funding Source | Personal Rifle |



**Manufacturer:** Ruger

**Manufacturer Description:** A semi-automatic shoulder-fired rifle with precision optics that fires a .308 Winchester cartridge. The .308 rifle provides SWAT Snipers with the ability to engage hostile suspects at great distances with accuracy. The .308 rifles are used exclusively by officers assigned to the SWAT Sniper Team. These rifles are typically deployed with the SWAT Sniper Team during high-risk SWAT operations and special events or instances wherein Sniper Over Watch Teams are needed.





### Colt M16A1 Rifle

|                       |                    |
|-----------------------|--------------------|
| <b>Cost</b>           | \$0 each           |
| <b>Quantity</b>       | 15                 |
| <b>Lifespan</b>       | No Expiration      |
| <b>Funding Source</b> | 1033/ LESO Program |

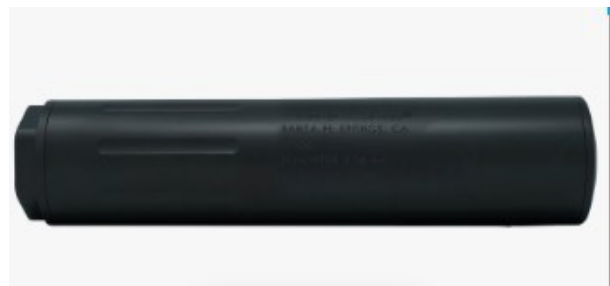


**Manufacturer:** Colt

**Manufacturer Description:** Received from the military and converted to semi-automatic AR-15. (4) are currently in use in the Traffic Safety Unit. The traffic safety unit utilizes converted rifles to enhance the tactical capabilities when on their motorcycles to augment their service pistols when needed. (7) are in use by the Honor Guard for ceremonial display. Honor Guard members are sworn peace officers who have been specially chosen from all divisions of the department. Duties include providing funeral honors for officers who have been killed in the line of duty or other ceremonial duties as assigned. (4) are currently not in use.

### Ti-Fighter 5.56mm Thread On Suppressor

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$1,195 Each  |
| <b>Quantity</b>       | 15            |
| <b>Lifespan</b>       | No Expiration |
| <b>Funding Source</b> | Grant Funding |



**Manufacturer:** Ti-Fighter

**Manufacturer Description:** TI-Fighter 5.56 Thread On Suppressors are an attachment to the entry rifles used by the Department's SWAT team. The benefits of suppressors include noise reduction, reduced muzzle flash, reduced recoil, increased accuracy, and minimization of concussion impact. The suppressors are also capable of bringing rifle fire into approved OSHA standards.



The Department currently possesses the following rifle munitions:

### Federal Gold Medal .223 55 Grain (GR) Rifle Round (Training)

|                       |                 |
|-----------------------|-----------------|
| <b>Cost</b>           | \$236/ Case     |
| <b>Quantity</b>       | 96 of 150 Cases |
| <b>Lifespan</b>       | No Expiration   |
| <b>Funding Source</b> | General Fund    |

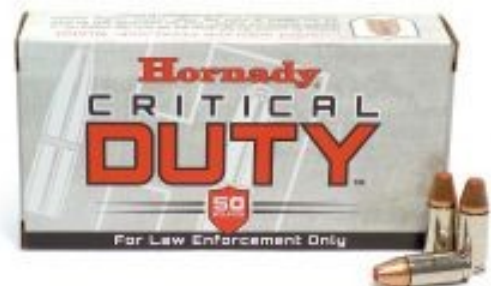


**Manufacturer:** Federal

**Manufacturer Description:** Federal 223 Remington ammo features a lead core 55 Grain Full Metal Jacket bullet that is nonmagnetic, non-corrosive boxer primer and new virgin brass casing that can be reloaded up to seven times for those high volume 223 ammo shooters that love to reload their 223 Remington ammunition. The Federal American Eagle 223BL ammo offers muzzle velocity of 3240 feet per second and muzzle energy of 1282 ft lbs.

### Hornady 9MM Critical Duty 135 GR

|                       |                |
|-----------------------|----------------|
| <b>Cost</b>           | \$290/ Case    |
| <b>Quantity</b>       | 13 of 25 Cases |
| <b>Lifespan</b>       | No Expiration  |
| <b>Funding Source</b> | General Fund   |



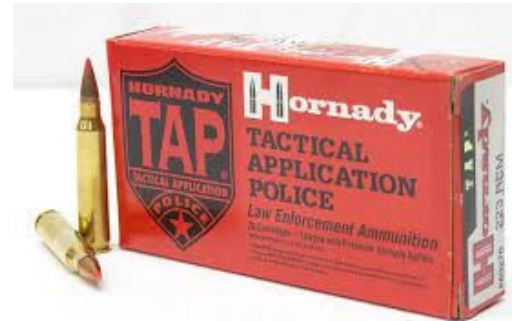
**Manufacturer:** Hornady

**Manufacturer Description:** This law enforcement cartridge offers match accuracy with a high ballistic coefficient providing superior long-range performance. The patented design eliminates clogging and aids in bullet expansion. A large mechanical jacket to core band works to keep the bullet and core from separating for maximum weight retention,

excellent expansion, consistent penetration, and terminal performance through all FBI tactical handgun ammunition tests. The bright nickel-plated case simplifies chamber checks in reduced light and is loaded with low flash propellant to help preserve night vision in low light firing.

### Hornady .223 55GR Tap Urban Rifle Round (Duty)

|                       |                 |
|-----------------------|-----------------|
| <b>Cost</b>           | \$160/ Case     |
| <b>Quantity</b>       | 70 of 300 Cases |
| <b>Lifespan</b>       | No Expiration   |
| <b>Funding Source</b> | General Fund    |



**Manufacturer:** Hornady

**Manufacturer Description:** Federal 223 Remington ammo features a lead core 55 Grain Full Metal Jacket bullet that is nonmagnetic, non-corrosive boxer primer and new virgin brass casing that can be reloaded up to seven times for those high volume 223 ammo shooters that love to reload their 223 Remington ammunition. The Federal American Eagle 223BL ammo offers a muzzle velocity of 3240 feet per second and muzzle energy of 1282 ft-lbs.

### Hornady .308 Winchester A-Max Tap Rifle Round

|                       |                |
|-----------------------|----------------|
| <b>Cost</b>           | \$250/ Case    |
| <b>Quantity</b>       | 31 of 60 Cases |
| <b>Lifespan</b>       | No Expiration  |
| <b>Funding Source</b> | General Fund   |



**Manufacturer:** Hornady

**Manufacturer Description:** This law enforcement cartridge offers match accuracy with a high ballistic coefficient providing superior long-range performance. This load demonstrates expansion and fragmentation similar to the 110-gr. load, but with a noticeable increase in penetration and retained bullet weight. This bullet penetrates glass



with minimal deflection and exhibits excellent expansion and fragmentation characteristics.

### Winchester 9MM 124 GR Full Metal Jacket

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$282/ Case   |
| <b>Quantity</b>       | 20 of 20 Case |
| <b>Lifespan</b>       | No Expiration |
| <b>Funding Source</b> | General Fund  |



**Manufacturer:** Winchester

**Manufacturer Description:** This law enforcement cartridge is loaded with a 124-grain Full Metal Jacket bullet. The Full Metal Jacket bullet is ideal for range practice and is known for its reliability, consistent performance, and accuracy. The jacket extends from the nose to the base, preventing bullet expansion and barrel leading. This ammunition is new production, non-corrosive, ammo, featuring brass cases, boxer primed, and is reloadable.



## Chemical Agents and Smoke Canisters (Category 12)

Canisters containing non-lethal chemical agents and/or smoke that are released when deployed.

**Capability:** Chemical agents and smoke canisters have a variety of individual capabilities and applications. Chemical agents and smoke canisters carry the agent into the environment in a variety of methods, including but not limited to powder, a liquid mist, smoke, pyrotechnic devices, and vapor aerosols. Exposure to chemical agents normally causes no lasting effects. This equipment has indoor and outdoor capabilities and uses.

**Usage:** The use of chemical agents causes mucous membranes and exposed skin to become inflamed resulting in a burning sensation. It provides a temporary respiratory effect and induces discomfort on the skin. Smoke canisters are used to create a diversion or conceal the movement of a tactical team. Chemical agents and smoke canisters may be utilized during confrontations with violent or potentially violent suspects, as a less lethal option to assist with dispersing violent crowds, and/or for the arrest of suspects.

**Training Requirements:** Sworn members utilizing chemical agent canisters are certified by POST less lethal and chemical agent instructors. Sworn members are trained in the proper use of chemical agent cannisters and smoke canisters, nomenclature, and documentation for the use of this equipment.



The Department currently possesses the following chemical agent and smoke canisters:

#### Defense Technology Pocket Tactical Saf-Smoke #1017

---

|                       |              |
|-----------------------|--------------|
| <b>Cost</b>           | \$34 each    |
| <b>Quantity</b>       | 26           |
| <b>Lifespan</b>       | 5 Years      |
| <b>Funding Source</b> | General Fund |



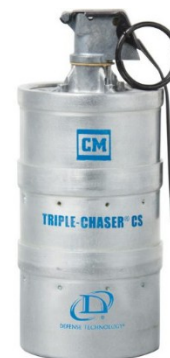
**Manufacturer:** Defense Technology

**Manufacturer Description:** The design is small, and lightweight. The Saf-Smoke will burn approximately 20-40 seconds. At 4.75 in. by 1.4 inches in size, it easily fits in most tactical pouches. This is a launchable grenade; however it is normally used as a signaling or covering device. Though it is slightly over four inches in length, it produces a smoke cloud so fast it appears to be an enveloping screen produced by a full-size tactical unit.

#### Defense Technology Flameless Tri-Chamber Safe-Smoke Canister #1032

---

|                       |              |
|-----------------------|--------------|
| <b>Cost</b>           | \$67 each    |
| <b>Quantity</b>       | 6            |
| <b>Lifespan</b>       | 5 Years      |
| <b>Funding Source</b> | General Fund |



**Manufacturer:** Defense Technology

**Manufacturer Description:** It has three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This grenade can be hand thrown or launched from a fired delivery system. It is 6.5 in. by 2.7 in. and holds an approximately 3.2 oz. of active agent payload. It has an approximate burn time of 20-30 seconds.

**Defense Technology Flameless Tri-Chamber Safe-Smoke Canister #1032**

|                       |              |
|-----------------------|--------------|
| <b>Cost</b>           | \$40 each    |
| <b>Quantity</b>       | 5            |
| <b>Lifespan</b>       | 5 Years      |
| <b>Funding Source</b> | General Fund |



**Manufacturer:** Defense Technology

**Manufacturer Description:** The design of the Tri-Chamber Flameless Saf-Smoke allows for the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. Primarily designed for indoor tactical situations and will deliver about 20-25 seconds of burn time. Was designed for barricaded situations in mind to primarily detect and or dislodge a barricaded subject. The purpose of the Tri-Chamber Flameless Saf-Smoke is to minimize the risk to all parties through pain compliance and or incapacitation of potentially violent or dangerous subjects.

**Defense Technology Flameless Tri-Chamber Safe-Smoke Canister #1033**

|                       |              |
|-----------------------|--------------|
| <b>Cost</b>           | \$40 each    |
| <b>Quantity</b>       | 4 of 10      |
| <b>Lifespan</b>       | 5 Years      |
| <b>Funding Source</b> | General Fund |



**Manufacturer:** Defense Technology

**Manufacturer Description:** The design of the Tri-Chamber Flameless Saf-Smoke allows for the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. Primarily designed for indoor tactical situations and will deliver about 20-25 seconds of burn time. Was designed for barricaded situations in mind to primarily detect and or dislodge a barricaded subject. The purpose of the Tri-Chamber Flameless Saf-Smoke is to minimize the risk to all parties through pain compliance and or incapacitation of potentially violent or dangerous subjects.



**Defense Technology Flameless Tri-Chamber Safe-Smoke Canister #1056**

|                       |              |
|-----------------------|--------------|
| <b>Cost</b>           | \$59 each    |
| <b>Quantity</b>       | 5            |
| <b>Lifespan</b>       | 5 Years      |
| <b>Funding Source</b> | General Fund |



**Manufacturer:** Defense Technology

**Manufacturer Description:** The design delivers a high concentration of Oleoresin Capsicum (OC) in a powerful mist. It is designed for indoor-use in confined areas and, once deployed, inflames the mucous membranes and exposed skin resulting in an intense burning sensation. The incapacitating effect of the OC Vapor on the subject is dramatic, yet requires minimal decontamination. It is ideal for cell extractions or barricade situations where the use of pyrotechnic, powder or liquid devices is not practical or desired.

**Defense Technology Military Style Saf-Smoke Canister #1063**

|                       |              |
|-----------------------|--------------|
| <b>Cost</b>           | \$22 each    |
| <b>Quantity</b>       | 18           |
| <b>Lifespan</b>       | 5 Years      |
| <b>Funding Source</b> | General Fund |



**Manufacturer:** Defense Technology

**Manufacturer Description:** The Saf-Smoke canister was designed for training but may also be used in operations. The Saf-Smoke offers the same burn times as other smoke canisters making it an appropriate choice for training or simulation deployment of chemical agent canisters



**Defense Technology Maximum HC Smoke Large Style Canister #1073**

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|                       |              |
|-----------------------|--------------|
| <b>Cost</b>           | \$30 each    |
| <b>Quantity</b>       | 14           |
| <b>Lifespan</b>       | 5 Years      |
| <b>Funding Source</b> | General Fund |



**Manufacturer:** Defense Technology

**Manufacturer Description:** The Maximum HC Smoke is designed specifically for outdoor use in criminal riotous situations with a high-volume continuous burn that expels its payload in approximately 1.5-2 minutes through four gas ports located on the top of the canister. The smoke can be used to conceal tactical movement or route a crowd. The volume of smoke and agent is vast and obtrusive.

**Defense Technology Maximum HC Smoke Military Style Canister #1083**

---

|                       |              |
|-----------------------|--------------|
| <b>Cost</b>           | \$30 each    |
| <b>Quantity</b>       | 12           |
| <b>Lifespan</b>       | 5 Years      |
| <b>Funding Source</b> | General Fund |



**Manufacturer:** Defense Technology

**Manufacturer Description:** The Maximum HC Smoke is designed specifically for outdoor use in criminal riotous situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the top of the canister. The smoke can be used to conceal tactical movement. The volume of smoke and agent is vast and obtrusive.

**Combined Tactical Systems White Smoke Canister Grenade #5210**

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|                       |              |
|-----------------------|--------------|
| <b>Cost</b>           | \$42 each    |
| <b>Quantity</b>       | 5            |
| <b>Lifespan</b>       | 5 Years      |
| <b>Funding Source</b> | General Fund |



**Manufacturer:** Combined Systems Inc.

**Manufacturer Description:** The pyrotechnic design is used for concealment or as a signaling device

**Combined Tactical Systems White Smoke Outdoor Canister Grenade #5211**

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|                       |              |
|-----------------------|--------------|
| <b>Cost</b>           | \$57 each    |
| <b>Quantity</b>       | 5            |
| <b>Lifespan</b>       | 5 Years      |
| <b>Funding Source</b> | General Fund |



**Manufacturer:** Combined Systems Inc.

**Manufacturer Description:** It is designed to separate over a broad space to give a wider area of coverage. Specifically for outdoor use and it should not be deployed on rooftops, in crawl spaces or indoors due to fire producing capability.

**Defense Technology Han-Ball Grenade CN #1091**

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|                       |              |
|-----------------------|--------------|
| <b>Cost</b>           | \$40 each    |
| <b>Quantity</b>       | 3            |
| <b>Lifespan</b>       | 5 Years      |
| <b>Funding Source</b> | General Fund |



**Manufacturer:** Defense Technology

**Manufacturer Description:** The Han-Ball Grenade is a launchable grenade and is a maximum effect device that delivers three stimuli for psychological and physiological effects: light, sound and CS. This grenade is a launchable and combines loud report and flash with effects of chemical agents making it suitable for riot control situations.

**Defense Technology Han-Ball Grenade CS #1092**

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|                       |              |
|-----------------------|--------------|
| <b>Cost</b>           | \$40 each    |
| <b>Quantity</b>       | 62           |
| <b>Lifespan</b>       | 5 Years      |
| <b>Funding Source</b> | General Fund |



**Manufacturer:** Defense Technology

**Manufacturer Description:** The Han-Ball Grenade is a launchable grenade and is a maximum effect device that delivers three stimuli for psychological and physiological effects: light, sound and CS. This grenade is a launchable and combines loud report and flash with effects of chemical agents making it suitable for riot control situations.

**Defense Technology Flameless Expulsion Grenade #2042**

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|                       |              |
|-----------------------|--------------|
| <b>Cost</b>           | \$40 each    |
| <b>Quantity</b>       | 2 of 2       |
| <b>Lifespan</b>       | 5 Years      |
| <b>Funding Source</b> | General Fund |



**Manufacturer:** Defense Technology

**Manufacturer Description:** It is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. This device's contents are expelled upon actuation of a CO2 cartridge that will affect a confined area of approximately 1500 square feet. It is 7.5 in. by 1.65 in. and delivers approximately .16 oz. of active agent during its 3-second discharge time

**Defense Technology Flameless Expulsion Grenade Inert #2043**

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|                       |              |
|-----------------------|--------------|
| <b>Cost</b>           | \$40 each    |
| <b>Quantity</b>       | 3 of 3       |
| <b>Lifespan</b>       | 5 Years      |
| <b>Funding Source</b> | General Fund |



**Manufacturer:** Defense Technology

**Manufacturer Description:** The Inert Flameless Expulsion Grenade is a training device that will allow team members to deploy the grenade without effecting roll players. This compact, non-pyrotechnic, inert powder device provides safe expulsion without risk of fire. Unlike pyrotechnical grenades, this device's contents are expelled upon actuation of a CO2 cartridge that will affect a confined area of approximately 1500 square feet.



### Combined Tactical Systems Outdoor CS Grenade #5203

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|                |              |
|----------------|--------------|
| Cost           | \$44 each    |
| Quantity       | 1            |
| Lifespan       | 5 Years      |
| Funding Source | General Fund |



**Manufacturer:** Combined Systems Inc.

**Manufacturer Description:** Large diameter burning grenade that discharges a high volume of smoke and chemical agent through multiple emission ports. Specifically for outdoor use and should not be deployed on rooftops, in crawl spaces or indoors due to potential fire hazard. Can be hand thrown or launched. Discharge duration can reach up to 40 seconds.

### Combined Tactical Systems Indoor CS Grenade #5203B

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|                |              |
|----------------|--------------|
| Cost           | \$60 each    |
| Quantity       | 3            |
| Lifespan       | 5 Years      |
| Funding Source | General Fund |



**Manufacturer:** Combined Systems Inc.

**Manufacturer Description:** Pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.



### Combined Tactical Systems Indoor CS Grenade #6340

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|                |              |
|----------------|--------------|
| Cost           | \$57 each    |
| Quantity       | 1            |
| Lifespan       | 5 Years      |
| Funding Source | General Fund |



**Manufacturer:** Combined Systems Inc.

**Manufacturer Description:** Its design delivers an invisible OC vapor and renders an intense respiratory effect to a non-compliant subject.



## Breaching Tools (Categories 7, 10, & 14)

Tools that are used to gain entry into structures by defeating locks and/or fortifications. These tools include breaching shotguns and explosive breaching equipment.

**Capability:** A breaching shotgun can defeat lightly fortified or locked doors. Explosive breaching tools can defeat heavily fortified doors and structures. The listed breaching tools are utilized by SWAT operators and are capable of breaching glass, metal doors, wood doors, deadbolts, locks, and hinges.

**Usage:** Breaching (or forced entry) is used to rapidly access a locked or fortified room or structure to preserve life, affect and arrest, or to conduct a search when lawfully able to do so. Forced entry is strictly regulated and may only be done when legal parameters are met.

**Training Requirements:** Sworn members are trained in the proper use of the breaching shotgun. Explosive breacher(s) shall be licensed as a Blaster by Cal/OSHA. Explosive Breachers will attend an approved "Tactical Energetic Breaching" course.





The Department currently possesses the following explosive breaching tools:

### Remington 870 Short Barrel Breaching Shotgun

|                |              |
|----------------|--------------|
| Cost           | \$810 each   |
| Quantity       | 2            |
| Lifespan       | 25 Years     |
| Funding Source | General Fund |



**Manufacturer:** Remington

**Manufacturer Description:** This weapon allows breachers to safely utilize shotgun breaching rounds in order to destroy deadbolts, locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the gun into the correct position and vents gases to prevent overpressure.

### Combined Tactical Systems 12 Gauge Breaching Munition #2570

|                |               |
|----------------|---------------|
| Cost           | \$7/ Box      |
| Quantity       | 24            |
| Lifespan       | No Expiration |
| Funding Source | General Fund  |



**Manufacturer:** Remington

**Manufacturer Description:** 12-gauge frangible slug to disrupt locking mechanisms and hinges, defeat and breach external and internal doors.



**Defense Technology TKO 12 Gauge Breaching Round #3105**

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$7/ Box      |
| <b>Quantity</b>       | 24            |
| <b>Lifespan</b>       | No Expiration |
| <b>Funding Source</b> | General Fund  |



**Manufacturer:** Defense Technology

**Manufacturer Description:** The 12-Gauge **TKO** Breaching Round is a 12-Gauge shell loaded with a compressed zinc slug, utilizing smokeless powder as a propellant. The TKOP is capable of defeating door lock mechanisms, doorknobs, hinges, deadbolts safety chains and pad locks on both wooden or hollow core doors. Upon impact the zinc slug disintegrates into a fine powder eliminating fragmentation.

**KBT (Kinetic Breaching Tool)**

|                       |               |
|-----------------------|---------------|
| <b>Cost</b>           | \$10,750      |
| <b>Quantity</b>       | 1             |
| <b>Lifespan</b>       | 10 Years      |
| <b>Funding Source</b> | Grant Funding |



**Manufacturer:** KBT

**Manufacturer Description:** This kinetic energy tool was built to fill the gap between manual forced entry and explosive breaching. The KBT employs the best physics in the form of a self-contained impact ram with powder-actuated cartridges that go directly into a door or entryway. The device captures the force of the ram within the tool so there is no projectile or explosive energy that leaves the device. The KBT is designed to increase operator safety by allowing operators to breach from behind a shield or to the side of the door.

### KBT (Kinetic Breaching Tool) .45 Caliber Blank Rounds

|                |               |
|----------------|---------------|
| Cost           | \$2.97 Each   |
| Quantity       | 270           |
| Lifespan       | No Expiration |
| Funding Source | Grant Funding |



**Manufacturer:** KBT

**Manufacturer Description:** This kinetic energy tool operates by using a proprietary .45 caliber handgun blank and an eight (8) round cylinder for multiple breaches. Unlike explosive or shotgun breaching, all the force generated from the KBT is mechanically driven through a ram. This means that no projectile or explosive energy leaves the device except for the force of the ram which is permanently captured in the device.

### Dyno Noble Inc. Primacord (UN0065)

|                |              |
|----------------|--------------|
| Cost           | \$2/ Foot    |
| Quantity       | 2413 Feet    |
| Lifespan       | 10 Years     |
| Funding Source | General Fund |



**Manufacturer:** Dyno Nobel Inc.

**Manufacturer Description:** PRIMACORD is a detonating cord that is a thin, flexible plastic tube usually filled with pentaerythritol tetranitrate (PETN, pentrite). With the PETN exploding at a rate of approximately 6400m/s, any common length of detonation cord appears to explode instantaneously. It is a highspeed fuse which explodes, rather than burns, and is suitable for detonating high explosives. Explosive entry is a non-lethal force option, but it should only be used when you can justify that spending any length of time in front of a door with a mechanical breach would be too dangerous for the officer conducting the breach or that mechanical breaching would fail on a reinforced objective.

### Nonel Lead Line (UN0349)

|                       |              |
|-----------------------|--------------|
| <b>Cost</b>           | \$1/ Foot    |
| <b>Quantity</b>       | 5000 Feet    |
| <b>Lifespan</b>       | 10 Years     |
| <b>Funding Source</b> | General Fund |



**Manufacturer:** Dyno Nobel Inc.

**Manufacturer Description:** NONEL LEAD LINE provides maximum flexibility to the blaster in choosing a position of safety from which to initiate nonelectric blast rounds in either underground or surface applications. LEAD LINE propagates a low energy signal, similar to a dust explosion, at approximately 6500 ft/sec (2000 m/sec) along the tubes length with minimal disturbance to the outside of the tube.

### Nonel Detonator Assembly Non-Elelctric (UN0361)

|                       |              |
|-----------------------|--------------|
| <b>Cost</b>           | \$15/ each   |
| <b>Quantity</b>       | 82           |
| <b>Lifespan</b>       | 10 Years     |
| <b>Funding Source</b> | General Fund |



**Manufacturer:** Dyno Nobel Inc.

**Manufacturer Description:** A detonator assembly is a small sensitive primary explosive device generally used to detonate a larger, more powerful and less sensitive secondary explosive such as a plastic explosive. Detonator assemblies come in a variety of types, including non-electric caps, electric caps, and fuse caps.



## Training Summary

The safe use of certain controlled equipment requires ongoing training to maintain proficiency and required certifications. While the department conducts most ongoing training internally through the Professional Standards Unit, external training courses and services are also necessary. Training courses can vary each year depending on operational needs and State or Federal mandates. Consumable and non-consumable equipment are often used during training to ensure competency during actual operational use. Funding sources for training include the Police Department's operating budget and/or grants.

## Training Costs

The personnel cost of training is absorbed into the Department's operating budget. The estimated cost for staff to attend externally hosted training for 2025 was approximately \$9,351.78. The table below reflects the expended controlled equipment used during training in calendar year 2025.

| Item                                                                     | Used     | Cost               |
|--------------------------------------------------------------------------|----------|--------------------|
| Nonel Detonator Assembly Non-Elelctric (UN0361)                          | 11       | \$165              |
| Dyno Noble Inc. Primacord (UN0065)                                       | 234 feet | \$468              |
| Combined Systems Inc. 40MM Sponge, Smokeless Spin Stabilized Round #4577 | 193      | \$5,790            |
| Combined Systems Inc. Super Sock Bean Bag Round #2581                    | 27 Boxes | \$864              |
| Pepperball Glass Breaking Round                                          | 20       | \$270              |
| Pepperball Inert Training Round                                          | 50       | \$657              |
| Federal Gold Medal .223 55 Grain (GR) Rifle Round                        | 77 Cases | \$18,172           |
| Hornady 9MM Critical Duty 135 GR                                         | 1 Cases  | \$290              |
| Hornady .308 Winchester 155gr Rifle Round, A-Max Tap                     | 10 Cases | \$2,500            |
| Kinetic Breaching Tool (KBT) .45 Caliber Blank Rounds                    | 17       | \$50.49            |
| <b>TOTAL:</b>                                                            |          | <b>\$29,226.49</b> |



## Equipment Costs

The following table summarizes equipment related expenditures for calendar year 2024 and the projected expenses in calendar year 2025. Equipment expenditure includes the acquisition of new equipment, the replacement of damaged equipment, and the ongoing maintenance of the controlled equipment.

| Equipment Type                      | Annual Expenditure<br>(2025) | Projections<br>(2026) |
|-------------------------------------|------------------------------|-----------------------|
| Unmanned Aircraft System            | \$56,420                     | \$42,875              |
| Robots                              | \$0                          | \$0                   |
| Armored Vehicles                    | \$935                        | \$1000                |
| Mobile Incident Command             | \$1000                       | \$1000                |
| 40 mm Less-Lethal Launchers         | \$300                        | \$300                 |
| Less-Lethal Shotguns                | \$0                          | \$0                   |
| Diversionsary Devices               | \$0                          | \$1000                |
| Rifles                              | \$0                          | \$10,712              |
| Chemical Agents and Smoke Canisters | \$0                          | \$1,000               |
| Breaching Tools                     | \$0                          | \$0                   |
| <b>TOTAL</b>                        | <b>\$58,655</b>              | <b>\$57,887</b>       |

The Milpitas Police Department acquired one (1) DJI Matrice 4 **(\$42,875)**. In addition, two (2) Masterpiece Arms LE-BA .308 Precision Rifles **(\$10,712)** will be purchased in 2026. Both items were previously approved by City Council and will be purchased through grant funding.

In addition, the Milpitas Police Department is projected to acquire consumable controlled equipment (i.e. Chemical Agents and Smoke Canisters) with the current replenishment schedules and policies.

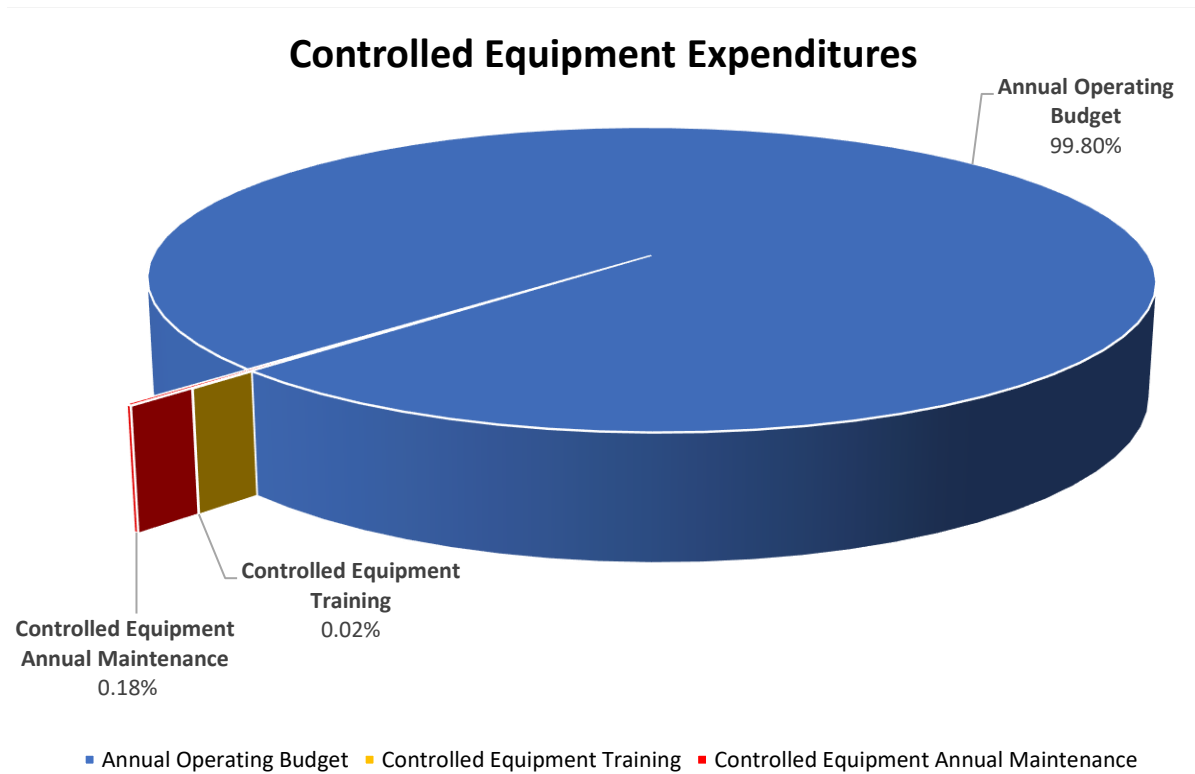


## Fiscal Impact

The Milpitas Police Department is budgeted for 127 full-time employees, which includes 93 full-time sworn officer positions and 34 non-sworn full-time professional staff positions. During Fiscal Year 2025/2026 the Police Department had an operating budget of \$48,727,363.

Although the City of Milpitas adopts its operating budget on a fiscal year basis (beginning July 1st) the cost of controlled equipment expenditures is reflected in this report for calendar year 2025 as required by Assembly Bill 481.

During 2025, the Milpitas Police Department spent approximately \$97,233.27 for controlled equipment and associated training. Some expenditures for controlled equipment were funded through State and/or Federal grants reducing the impact of acquiring, utilizing, maintaining, and training with controlled equipment to the Department's operating budget. Although a portion of these expenditures were paid for with grant funding, the total expenditures represent only 0.2% of the Police Department's operating budget.





## Projected Acquisitions for 2026

Although most acquisitions can be anticipated, the unanticipated replacement of existing controlled equipment may be necessary due to loss or damage. Replacement of these items will be handled on a case-by-case basis dependent on operational need, and in compliance with department policy for acquisition of controlled equipment.

## Consumable Controlled Equipment

Consumable controlled equipment acquisitions for 2026 will remain consistent with current replenishment schedules and policies. Acquisitions will only restore quantities previously approved by the governing body. Some consumable controlled equipment acquisitions will be substituted with different brands, but their functionality and purpose remained unchanged.

Categories of consumable controlled equipment include:

- Ammunition – all calibers
- Chemical Agent and Smoke Canisters
- Specialty Munitions (40mm Munitions and Less Lethal Munitions)
- Diversionary Devices





**Less-Lethal Munitions**

The Department is also seeking to acquire specialty less-lethal munitions, specifically the CTS 2600 12-gauge launching cartridges. These cartridges are designed for use in conjunction with the CTS LC5 5-Series Launching Cup to deploy less-lethal chemical agent canisters into designated areas during public safety intervention for unlawful assemblies or to gain compliance from barricaded individuals. The launching cartridges enable officers to deploy chemical agents from a greater distance with increased accuracy and enhanced safety compared to hand-thrown canisters.

Projected cost for the equipment is listed below:

| Manufacturer Name and Model   | Category | Quantity | Cost              |
|-------------------------------|----------|----------|-------------------|
| CTS 2600 Launching Cartridges | 10       | 250      | \$6.83 Ea.        |
| <b>TOTAL:</b>                 |          |          | <b>\$1,707.50</b> |

**Lifespan:**

CTS 2600 Launching Cartridges – No Listed Expiration

**Fiscal Impact:**

No annual maintenance costs are expected.

**Training:**

All officers must successfully complete a minimum of two hours of department training before they can deploy the less lethal shotgun. All officers who will utilize the Launching Cartridges and Launching Cup must complete specialized Department training.





## Non-Consumable Controlled Equipment

### Rifles Accessories

The Department is also seeking to obtain suppressors as an attachment to the entry rifles utilized by the Department's SWAT Team. The benefits of suppressors include noise reduction, reduced muzzle flash, reduced recoil, increased accuracy, and minimization of concussion impact. The suppressors are also capable of bringing rifle fire into approved OSHA standards.

The suppressors were donated from the manufacturer with the previously purchased 15 suppressors approved by City Council. The two (2) suppressors are currently being stored only and are not in use. Projected cost for the equipment is listed below:

| Manufacturer Name and Model            | Category | Quantity | Cost       |
|----------------------------------------|----------|----------|------------|
| Ti-Fighter 5.56mm Thread on Suppressor | 9        | 2        | \$0        |
| <b>TOTAL:</b>                          |          |          | <b>\$0</b> |

### Lifespan:

Ti-Fighter Threaded Suppressor – No Listed Expiration

### Fiscal Impact:

No annual maintenance costs are expected.

### Training:

Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle with a suppressor attachment, are required to pass a range qualification at least once a year.





## Department Transparency

In some instances, the application and use of controlled equipment may prompt questions or cause concern for community members.

The Milpitas Police Department strives to provide transparency on police activities, department policies, agency practices, and the use of controlled equipment. Remaining accountable to our community builds trust, confidence, and enhances community relationships. Prior to Assembly Bill 481, the Milpitas Police Department regularly presented equipment purchases and policies to the Public Safety and Emergency Preparedness Commission and utilizes various community engagement events to introduce our community to select controlled equipment including our Unmanned Aircraft Systems, Armored Rescue Vehicle, Mobile Incident Command Vehicle, and specialized SWAT equipment. We continue to use community events to create public awareness, transparency, and education.





## Controlled Equipment Coordinator Report

Although the Department remains transparent with our community, we may occasionally receive complaints about our policies, practices, and/or the use of controlled equipment. The Milpitas Police Department is committed to completing thorough and fair investigations of complaints. Resolving complaints in a fair, impartial, and expeditious manner helps maintain community trust and ensures the Milpitas Police Department will continue to provide superior service to our community.

The Milpitas Police Department has a designated Controlled Equipment Coordinator that is responsible for conducting controlled equipment inspections and audits to ensure compliance with Assembly Bill 481. The Controlled Equipment Coordinator is also the designated point of contact for receiving citizen complaints as well as tracking policy violations related to the use of controlled equipment.

### **Inventory**

The Controlled Equipment Coordinator conducted an inventory check and identified controlled equipment that was not included in the inventory itemization reported during the annual report on Controlled Equipment Use for calendar year 2024. The inventory itemization in this report reflects the current inventory of all Controlled Equipment at the Milpitas Police Department. Certain items identified have expired or are no longer in use and will be disposed of in accordance with department policy.

### **Complaints**

The Milpitas Police Department did not receive any citizen complaints about the use or possession of controlled equipment for calendar year 2025.

### **Policy Violations**

The Milpitas Police Department did not identify any policy violations related to the deployment or use of controlled equipment for calendar year 2025.





## Conclusion

The equipment, resources, and training outlined in this report allows the Milpitas Police Department to protect our community by enhancing public and officer safety. The use of controlled equipment aids us in resolving critical incidents safely and effectively. Although controlled equipment is utilized infrequently, it is crucial that the equipment be readily available in rapidly evolving and dynamic situations where such equipment can be used to effectively respond to threats of public safety.

When deciding how controlled equipment is funded, acquired, or used, the Milpitas Police Department considers the public's welfare, safety, and civil liberties. This annual controlled equipment report reaffirms the department's commitment to providing transparency and information to our communities and elected officials in addition to ensuring compliance with the law.

The department places high regard for meaningful public input in using controlled equipment in our community. Inquires, complaints or concerns can be submitted to the Milpitas Police Department's Controlled Equipment Coordinator via email at,

[controledequipmentcoordinator@milpitas.gov](mailto:controledequipmentcoordinator@milpitas.gov)

For more information, please visit the police department's website at,

<https://www.milpitas.gov/milpitas/departments/police>







## Appendix

### Definitions

1. Governing Body- The legislative body of the City of Milpitas.
2. Controlled Equipment- Includes items defined by California Government Code section 7070, subsections (c)(1) through (c)(16).
3. "Controlled Equipment Impact Statement" means a publicly released, written document that includes, at a minimum, all of the following:
  - (a) Description: A description of each type of Controlled Equipment, the quantity sought, its capabilities, expected lifespan, intended uses and effects, and how it works, including product descriptions from the manufacturer of the Controlled Equipment.
  - (b) Purpose: The purposes and reasons for which the Milpitas Police Department (hereinafter, "Police Department") proposes to use each type of Controlled Equipment.
  - (c) Fiscal Cost: The fiscal cost of each type of Controlled Equipment, including the initial costs of obtaining the equipment, the estimated or anticipated costs of each proposed use, the estimated or anticipated costs of potential adverse impacts, and the estimated or anticipated annual, ongoing costs of the equipment, including operating, training, transportation, storage, maintenance, and upgrade costs.
  - (d) Impact: An assessment specifically identifying any potential impacts that the use of Controlled Equipment might have on the welfare, safety, civil rights, and civil liberties of the public, and what specific affirmative measures will be implemented to safeguard the public from potential adverse impacts.
  - (e) Mitigations: Specific, affirmative technical and procedural measures that will be implemented to safeguard the public from such impacts.
  - (f) Alternatives: Alternative method or methods by which the Police Department can accomplish the purposes for which the Controlled Equipment is proposed to be used, the annual costs of alternative method or methods, and the potential impacts of alternative method or methods on the welfare, safety, civil rights, and civil liberties of the public.





## Appendix

### Policy - Controlled Equipment (Military Equipment)

#### 708.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting of use requirements of controlled equipment, also defined as “military equipment” pursuant to Assembly Bill 481 (Government Code § 7070; Government Code § 7071; Government Code § 7072).

##### 708.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

**Governing body** – The elected or appointed body that oversees the Department.

**Controlled Equipment** – Includes items defined in California Government Code section 7070, subsections (c)(1) through (c)(16); and any other item deemed to be controlled equipment by the governing body.

#### 708.2 POLICY

It is the policy of the Milpitas Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to controlled equipment.

#### 708.3 CONTROLLED EQUIPMENT COORDINATOR

The Chief of Police, or designee, shall act as the controlled equipment coordinator. The responsibilities of the controlled equipment coordinator include but are not limited to:

- (a) Acting as a liaison to the governing body to meet the requirements of this policy.
- (b) Identifying equipment currently owned or used by the Milpitas Police Department, and that equipment the Department intends to acquire or use, that qualifies as controlled equipment and ensuring compliance with legislative mandates.
- (c) Conducting an annual inventory of all controlled equipment.
- (d) Collaborating with any allied agency that may use controlled equipment within the City of Milpitas (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating an annual community engagement meeting to include:
  - 1. Publicly noticing the meeting no less than 30 days in advance.
  - 2. Preparing for public inquiries regarding the department's funding, acquisition, and use of equipment.





- (f) Preparing the annual controlled equipment report for submission to the Chief of Police and ensuring that the report is made available to the public on the department website (Government Code § 7072).
- (g) Establishing a procedure for the public to register a complaint or concern, submit a question about the use of controlled equipment, and identify how the Department will respond.

#### **708.4 CONTROLLED EQUIPMENT INVENTORY**

A list of equipment currently held by the department or in coordination with another local agency is attached to this policy as Exhibit 1 and incorporated into this policy by reference. The inventory list will be updated each year as part of the annual report required pursuant to AB 481.

#### **708.5 APPROVAL**

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the controlled equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed controlled equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the controlled equipment (Government Code § 7071). The controlled equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting controlled equipment from the Federal Government pursuant to 10 USC § 2576a (Ex: 1033 Program)
- (b) Seeking funds for controlled equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring controlled equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of controlled equipment within the jurisdiction of this department.
- (e) Using any new or existing controlled equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of controlled equipment.
- (g) Acquiring controlled equipment through any means not provided above.





#### **708.6 EXIGENCY- PROCUREMENT AND USE**

Nothing in this policy shall prohibit the procurement or use of controlled equipment when exigent circumstances exist. In rare circumstances, exigent circumstances may occur where the immediate procurement and use of controlled equipment may be necessary to preserve life, prevent physical harm to officers or other persons, prevent the destruction of relevant evidence, prevent the escape of the suspect, or maintain public safety. In the event such an event occurs, the Chief of Police or the authorized designee may authorize the procurement and use of controlled equipment. Any exigent procurement and/or use of controlled equipment will be reported to the governing body, in writing, unless such information is confidential or privileged under local, state, or federal law.

#### **708.7 ANNUAL REPORT**

Upon approval of a controlled equipment policy, the Chief of Police or their authorized designee shall submit a controlled equipment report to the governing body for each type of controlled equipment approved within one year of approval, and annually thereafter for as long as the controlled equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee shall also make each annual controlled equipment report publicly available on the department website for as long as the controlled equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of controlled equipment in department inventory.

#### **708.8 COMMUNITY ENGAGEMENT**

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of controlled equipment.

#### **708.9 MAINTENANCE AND RESUPPLY OF CONTROLLED EQUIPMENT**

In the event a previously approved supply of controlled equipment falls below the approved quantity, the Department may replenish the supply, as needed, without first obtaining additional approval from the Governing Body.







# CITY OF MILPITAS

## Public Safety and Emergency Preparedness Commission

### MEETING MINUTES DRAFT

7:00 p.m.

Thursday, March 19, 2026

Milpitas City Hall – Committee Room  
455 E. Calaveras Blvd., Milpitas, CA 95035

- CALL TO ORDER** Chair Berryhill called the meeting to order at 7:00 P.M.
- PLEDGE of ALLEGIANCE** Chair Berryhill led the pledge of allegiance.
- ROLL CALL** Chair Berryhill called the roll.
- PRESENT:** Berryhill, Hogg, Clendenin (7:02 p.m.), Gan, Nakapalau, Morales, Bajaj, Yip-Chuan  
**ABSENT:** Luu  
**Councilmember:** Lam  
**Staff:** Acting Assistant Chief Jamison, Lt. Sanchez, OEM Coordinator Charlop
- SEATING OF ALTERNATES** None.
- APPROVAL OF AGENDA**  
**March 19, 2026** Motion/Second: Yip/ Nakapalau  
Motion carried by a vote of all AYES.
- APPROVAL OF MINUTES**  
**Nov. 20, 2025** Motion/Second: Morales/Clendenin  
Motion carried by a vote all AYES  
Abstentions: None
- PUBLIC FORUM** Conrad Schapira, Milpitas resident
- ANNOUNCEMENTS** Please register for the Commissions Dinner, April 16, 2026.
- PRESENTATIONS** Milpitas Police 2025 AB481 Equipment Report received
- BUSINESS ITEMS**
- A. Elections:
    - 1. Chair: Berryhill nominated, unanimously accepted
    - 2. Vice- Chair: Morales nominated, unanimously accepted
  - B. Pub Ed Events: Berryhill hosted a pub ed booth at the Venture Corp. health fair.  
Upcoming: NNO in August, Pumpkins in the Park in October.
  - C. 2026 Work Plan Updates
    - 1. Fire Team (Luu, Gan & Yip-Chuan): No update

2. Law Team (Morales, Bajaj & Nakapalau): No update
3. OEM Team (Berryhill, Clendenin & Hogg):
  - a. Emergency Preparedness Job Fair at Venture Corporation – demo gas shut off valve, Genasys, demo's 50-60 people

## LIAISON REPORT

### Council Report (Councilmember Lam):

1. Milpitas Assistance Program (MAP) - Low-income program – Council approved larger discount for low income and seniors who qualify.
2. City Attorney hired, Christian Curtis, joining in April 2026.
3. Rivian grand opening was Feb. 27.
4. Budget study has begun, demonstrating a structural deficit for the next 5 years.

### A. MUSD Report (Schoolboard Member Yip-Chuan):

1. Ribbon cutting for the Performance Arts Center (PAC) MHS today, 4:00 p.m.
2. RFP for contractors to help generate revenue for the PAC.
3. SCC Regional Science Olympiad will be held at MHS, 3/21 @ 6:00 p.m.
4. MUSD Job Fair at Innovation Center, 4/1 @ 3 – 5:00 p.m.
5. Spring Break 4/13 – 4/17.
6. Milpitas Elementary Olympics 5/16, starting at 8:00 a.m.
7. Upcoming School Board meeting will discuss cost-savings strategies and revenue generation, 3/24.

### B. Emergency Management Report (OEM Coordinator Charlop):

1. CERT Cache partnered with Scout
2. CERT Class coming up May 2, 9, 16
3. Connex Box
4. Review City Clerk's reappointment quarterly scheduling.

### C. Fire (OEMC Charlop):

1. Council approved a new USAR March 2026.
2. The new portable is close to completion at Fire Station 1.
3. MFD will host an MPD drone docking station for the southwest corner of the City.
4. Fire has promoted Captain Baldwin to Battalion Chief. Engineer Wooten has promoted to Captain. Engineer testing is underway, and it is anticipated there will be 2-3 positions open for lateral/entry level hires.

### D. Police (Lt. Sanchez):

1. Staffing: two new officers have finished academy and now with their training officers, one new dispatcher and records clerk.
2. MPD would like to showcase equipment, May EPC meeting at Milpitas PD
3. Self Defense, class filled immediately, MPD trying to host the class quarterly (women-only).

## ADJOURNMENT

Chair Berryhill adjourned the meeting at 8:15 p.m.

Next meeting is May 21, 2026 at Milpitas Police Department Community Room, 7:00 p.m.

DRAFT



## CITY OF MILPITAS AGENDA REPORT (AR)

|                        |                                                                                                                                                                                                                                                                                                                            |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | <b>Approve and Authorize the City Manager, or Designee, to Execute an Agreement with HydroScience Engineers, Inc. for Fire Flow and Sanitary Sewer Pipeline Improvements Project – Phase 1 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)</b> |
| <b>Category:</b>       | Consent Calendar-Community Development                                                                                                                                                                                                                                                                                     |
| <b>Meeting Date:</b>   | 4/21/2026                                                                                                                                                                                                                                                                                                                  |
| <b>Recommendation:</b> | Approve and authorize the City Manager, or designee, to execute a Design Services Agreement with HydroScience Engineers, Inc. in an amount not to exceed \$797,610 for the Fire Flow and Sanitary Sewer Pipeline Improvements Project – Phase 1, CIP Nos. 7150 & 6138.                                                     |

### **BACKGROUND:**

On [August 9, 2022](#), the City Council adopted the Sewer and Water Master Plan (Master Plans) that included recommendations for Capital Improvement Program (CIP) projects through the year 2040. The recommended CIP projects were prioritized based on existing conditions, asset renewal/replacement studies, and risk/resiliency assessments. High priority improvements were recommended for completion within the first five years where medium and low priority improvements were recommended for completion by 2040.

On [March 21, 2023](#), City Council adopted new sewer and water rates for FY 2023-24 to FY 2027-28 for the City's sewer and water infrastructure and operations. The adopted rates fund projects to ensure the City infrastructure continues to meet customer requirements for reliable service, maintain operational level of service, as well as sustain adequate funding to meet reserve targets and fund high priority capital improvement projects.

The Utility Engineering section of the Public Works Department is responsible for planning and managing the capital improvements for the sewer and water infrastructure according to the Master Plans. Fire Flow Pipeline Improvements Project – Phase 1, CIP No. 7150 and Sanitary Sewer Pipeline Improvements Project – Phase 1, CIP No. 6138 ("Project") are included in the [adopted FY 2026-2030 Capital Improvement Program](#). As both projects are similar in scope of work, they will be managed under a single Design Service Agreement, which is more cost effective and maximizes City resources.

The Fire Flow Pipeline Improvements Project – Phase 1, CIP No. 7150 provides for the design and upsizing of approximately 2,700 linear feet of water mains to ensure the recommended fire flow at surrounding fire hydrants are met, as recommended per the adopted Water Master Plan. According to the City's potable water design guidelines and the State's recommendations, the City's water system shall provide a minimum standard fire flow rate for a required duration while maintaining at least 20 pounds per square inch (psi) residual pressure during a fire flow event. As part of Phase 1, the upsizing of water mains is planned on Abel Street, Greenwood Way, Hanson Court, and Milmont Drive. In addition, the consultant will provide a planning feasibility study to define the scope of work to guide funding decisions for Phase 2 of water main upsizing on Calera Creeks Heights Drive, Carlsbad Street, Merz Court, Railroad Avenue, and Sussex Place, anticipated for construction in 2028.

The Sanitary Sewer Pipeline Improvements Project – Phase 1, CIP No. 6138 provides for the design and repair of approximately 2,400 linear feet of sewer main segments with significant defects, as recommended per the adopted Sewer Master Plan. The pipeline segments identified are considered at extreme risk of failure based on CCTV inspection footage, structural rating, susceptibility to liquefaction, pipe obstruction, age, and material type. As part of Phase 1, sewer improvements are planned along E. Calaveras Blvd. from Dempsey

Road to Hillview Avenue. In addition, the consultant will provide a planning feasibility study to define the scope of work to guide funding decisions for Phase 2 of sewer pipe segment repairs adjacent to Berryessa Creek from East Calaveras Blvd. to Ames Avenue in Valley Water property, anticipated for construction in 2028.

**ANALYSIS:**

In accordance with City Municipal Code [I-2-3.10 - Request for Qualification \(RFQa\) Procedure](#), an RFQa was posted on the City’s eProcurement system, OpenGov Procurement on August 27, 2025, to establish a list of qualified design firms with expertise in providing planning, design, and construction services related to City utility infrastructure identified in the Capital Improvement Program.

Upon release, ninety-one (91) firms downloaded the RFQa document, and ten (10) design firms submitted proposal by the published closing date of October 2, 2025. Each proposal was evaluated and scored according to the criteria outlined in the solicitation, and seven (7) highest-ranked firms were added to the City’s On-Call Engineering Services for Utility Improvements (Attachment B).

Staff requested proposals from design firms on the On-Call list and received three (3) proposals. Staff determined HydroScience Engineers is the best value proposer in accordance with the evaluation criteria. In accordance with City Municipal Code [I-2-3.13 – Contracting for Consultants](#), staff recommends that the City Council authorize the City Manager, or designee, to execute Design Service Agreement (DSA) with HydroScience Engineers in the amount not-to-exceed of \$797,610 for planning, design, and construction support services as described in Exhibit A of the DSA (Attachment A).

**PROJECT SCHEDULE/KEY MILESTONES**

Upon City Council approval of the DSA, HydroScience Engineers, Inc. will start the design of the Projects in Summer 2026 and complete the design by Spring 2027. Construction is anticipated to start in Summer 2027 and be completed by Summer 2028.

**POLICY ALTERNATIVE(S):**

**Alternative 1:** Not approving the Design Service Agreement with HydroScience Engineers, Inc.

**Pros:** None

**Cons:** A denial would cause a delay in completing necessary repairs of at-risk sewer pipelines and replacement of undersized water pipelines, infrastructure that is crucial to meeting the City’s operational demands. A proactive approach to upsize pipelines and rehabilitate degraded sewer lines is key to safeguarding against unanticipated emergencies and shutdowns that can adversely impact the community and strain financial resources.

**Reason for Not Recommending:** The Project is critical to ensure the City maintains fire flow requirements per the State’s guidelines and that the sewer system is fully operational and working. Not addressing the repair or replacement of the water and sewer pipelines now could put the city’s infrastructure and residents at risk.

**FISCAL IMPACT:**

Adequate funds are available in CIP Nos. 6138 and 7150 and no additional funding appropriation is required. As of March 17, 2026, the uncommitted balance of the Projects are as follows:

| Project Number           | CIP 6138  | CIP 7150  |
|--------------------------|-----------|-----------|
| CIP Uncommitted Balance  | \$265,000 | \$749,000 |
| Design Service Agreement | \$244,811 | \$522,800 |
| Remaining CIP Budget     | \$20,189  | \$226,200 |

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

The Project entails replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15302. A Notice of Exemption will be filed with the County of Santa Clara prior to the award of construction contract.

**ATTACHMENT:**

- (a) Design Service Agreement
- (b) On-call list for Utility Engineering Improvements

**CITY OF MILPITAS  
DESIGN SERVICES AGREEMENT  
CONTRACT NO. [REDACTED]**

**1. PARTIES AND DATE.**

This Agreement is made and entered into as \_\_\_\_\_, 2026 by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City"), and **HydroScience Engineers, Inc.** a California corporation with its principal place of business at **10569 Old Placerville Road Sacramento, CA 95827** (hereinafter referred to as "Designer"). City and Designer are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

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

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

**2.3 Project.** City desires to engage Designer to render such services for the **Fire Flow and Sanitary Sewer Pipeline Improvements – Phase 1, CIP Nos. 7150 & 6138** ("Project") as set forth in this Agreement.

**3. TERMS**

**3.1 Employment of Designer.**

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

**3.1.2 Term.**

The term of this Agreement shall be from **May 1, 2026 to December 31, 2029**, unless earlier terminated as provided herein. The City reserves the right to review the Designer's performance at the end of each year and cancel all or part of the Agreement.

### **3.2 Project Designer; Key Personnel.**

3.2.1 Project Designer. Designer shall name a specific individual to act as Project Designer, subject to the approval of City. Designer hereby designates **Curtis Lam California Civil Engineer (License No. 59049)** to act as the Project Designer for the Project. The Project Designer shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Designer for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with City and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Designer shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The new Project Designer shall be of at least equal competence as the prior Project Designer. In the event that City and Designer cannot agree as to the substitution of a new Project Designer, City shall be entitled to terminate this Agreement for cause.

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

### **3.3 Hiring of Consultants and Personnel.**

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

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

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



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

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

### **3.4 Standard of Care.**

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

3.4.2 Performance of Employees. Any employee or consultant who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Designer and shall not be re-employed to perform any of the Services or to work on the Project.

### **3.5 Laws and Regulations.**

3.5.1 Knowledge and Compliance. Designer shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Designer by law. Designer shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Designer performs any work knowing it to be contrary to such laws, rules and regulations, Designer shall be solely responsible for all costs arising therefrom. Designer shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Designer shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as

Additional Services which were not known or reasonably should not have been known by Designer. Designer shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Designer shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Designer and City.

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

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

3.5.5 Water Quality Management and Compliance.

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

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

(c) Liability for Non-compliance.

(i) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.5.5(a) of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Designer agrees to indemnify and hold

harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

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

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

### **3.6 Independent Contractor.**

3.6.1 Control and Payment of Subordinates. City retains Designer on an independent contractor basis and Designer is not an employee of City. Designer is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Designer shall also not be employees of City, and shall at all times be under Designer's exclusive direction and control. Designer shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Designer shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

### **3.7 Schedule of Services.**

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

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

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

milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Designer will be responsible pursuant to the indemnification provision of this Agreement.

3.7.4 Excusable Delays. Any delays in Designer's work caused by the following shall be added to the time for completion of any obligations of Designer: (1) the actions of City or its employees; (2) the actions of those in direct contractual relationship with City; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Designer; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Designer. Neither the City nor the Designer shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

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

### **3.8 Additional Designer Services.**

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

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

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

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

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

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Designer to detect and report such matters when it reasonably should have done so shall not be compensated.

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

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

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

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

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

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

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

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

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

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

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

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. The City Manager hereby designates **Ariel Morales, P.E., Public Works Division Manager - Utilities** or his or her designee, as the City's contact for the implementation of the Services hereunder. Designer shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

### **3.10 Compensation.**

3.10.1 Designer's Compensation for Basic Services. City shall pay to Designer, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **seven hundred ninety-seven thousand and six hundred ten Dollars (\$797,610)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Designer perform Additional Services. As used herein, Additional Services means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. If City requires Designer to hire consultants to perform any Additional Services, Designer shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Designer shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Designer shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Designer in the interest of the Project. Designer shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of \$1,000.00; and (5) other costs, fees and expenses in excess of \$1,000.00.

3.10.4 Payment to Designer. Designer's compensation and reimbursable expenses shall be paid by City to Designer no more often than monthly. Such periodic payments shall be made based

upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Designer shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Designer shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

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

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

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

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

penalties or interest arising out of any failure or alleged failure of the Designer or its consultants to comply with the Prevailing Wage Laws. It shall be mandatory upon the Designer and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.10.7 Registration. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Designer and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Designer shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

### **3.11 Notice to Proceed.**

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

### **3.12 Termination, Suspension and Abandonment.**

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

3.12.2 City’s Suspension of Work. If Designer’s Services are suspended by City, City may require Designer to resume such Services within ninety (90) days after written notice from City. When



the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Designer.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Designer shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Designer's Services under this Agreement. Upon payment of the amount required to be paid to Designer pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Designer under this Agreement. Designer shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Designers. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.13 Ownership and Use of Documents; Confidentiality.**

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

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

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

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

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

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

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

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

### **3.14 Indemnification.**

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

3.14.2 If Designer's obligation to defend, indemnify, and/or hold harmless arises out of Designer's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Designer's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Designer, and, upon Designer obtaining a final

adjudication by a court of competent jurisdiction, Designer's liability for such claim, including the cost to defend, shall not exceed the Designer's proportionate percentage of fault.

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

**3.16 Records.**

Designer shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Designer shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Designer shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

**3.17 Standardized Manufactured Items.**

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

**3.18 Limitation of Agreement.**

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

**3.19 Mediation.**

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

**3.20 Successors and Assigns.**

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

**3.21 Asbestos Certification.**

Designer shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Designer prepares for the Project. Designer shall require all consultants who prepare any

other documents for the Project to submit the same written certification. Designer shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Designer shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

### **3.22 No Third Party Rights.**

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

### **3.23 Governing Law.**

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

### **3.24 Exhibits and Recitals.**

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

### **3.25 Severability.**

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

### **3.26 Non-Waiver.**

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

### **3.27 Safety.**

Designer shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Designer shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

### **3.28 Harassment Policy.**

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

discipline, up to and including such employee's removal from performance of this Agreement at City's request.

### **3.29 Delivery of Notices.**

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

CITY:

City of Milpitas  
455 E. Calaveras Boulevard  
Milpitas, California 95035  
Attn: Ariel Morales, PW Division Manager

DESIGNER:

HydroScience Engineers, Inc.  
10569 Old Placerville Road  
Sacramento, CA 95827  
Attn: Curtis Lam, President

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

### **3.30 Time of Essence.**

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

### **3.31 City's Right to Employ Other Consultants.**

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

### **3.32 Prohibited Interests.**

3.32.1 Solicitation. Designer maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Designer, to solicit or secure this Agreement. Further, Designer warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Designer, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

### **3.33 Equal Opportunity Employment.**

Designer represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or

recruitment advertising, layoff or termination. Designer shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

### **3.34 Labor Certification.**

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

### **3.35 Wage Theft Certification.**

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

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

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

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

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

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

### **3.36 Subcontracting.**

As specified in this Agreement, Designer shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

### **3.37 Supplemental Conditions.**

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

### **3.38 Entire Agreement.**

This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT  
BETWEEN THE CITY OF MILPITAS  
AND HYDROSCIENCE ENGINEERS, INC.**

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

**CITY OF MILPITAS**

*Approved By:*

\_\_\_\_\_  
Jared Hernandez, Acting City Manager

\_\_\_\_\_  
Date

*Approved As To Form:*

\_\_\_\_\_  
Christian M. Curtis, City Attorney

*Approved:*

\_\_\_\_\_  
Luz Cofresí-Howe, Finance Director/Risk manager

*Approved As To Content:*

\_\_\_\_\_  
Christian Di Renzo, Public Works Director

**HYDROSCIENCE ENGINEERS, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**EXHIBIT “A”**  
**DESIGNERS SCOPE OF SERVICES**

March 17, 2026

Adrianne Nikoloff  
Assistant Engineer  
City of Milpitas  
455 East Calaveras Boulevard  
Milpitas, CA 95035  
[anikoloff@milpitas.gov](mailto:anikoloff@milpitas.gov)

**Subject: Proposal for Sanitary Sewer Pipeline and Fire Flow Pipeline Improvements Project, Phase 1 Design and Phase 2 Preliminary Design**

Dear Adrianne:

HydroScience Engineers (HydroScience) is pleased to submit this proposal to the City of Milpitas (City) to provide professional engineering services for the Sanitary Sewer Pipeline and Fire Flow Pipeline Improvements Project, Phase 1 and preliminary design services (Tasks A-C of the scope) for Phase 2 (Project). This proposal summarizes our understanding of the project, presents our scope of work, our project team, fee, and proposed schedule.

The water segments of the Project requiring upsizing to meet the required fire flow are presented in Table 1, based on an analysis completed in the City's Water Master Plan.

**Table 1 – Water and Sewer Pipeline Segments in Project**

| Segment ID     | Street                    | Description    | Footage |
|----------------|---------------------------|----------------|---------|
| <b>Phase 1</b> |                           |                |         |
| ECIP-PI-05     | Hanson Ct                 | 8" to 12"      | 611     |
| ECIP-PI-06     | Milmont Dr                | 8/10" to 12"   | 907     |
| ECIP-PI-10     | Greenwood Way             | 6" to 8"       | 861     |
| ECIP-PI-11     | Abel St.                  | 6" to 8"       | 240     |
| <b>Phase 2</b> |                           |                |         |
| ECIP-PI-07     | Railroad Avenue           | 8" to 12"      | 880     |
| ECIP-PI-21     | Merz Ct                   | 4" to 8"       | 425     |
| ECIP-PI-23     | Sussex Pl.                | 4" to 8"       | 192     |
| ECIP-PI-25     | Carlsbad St               | 4" to 8"       | 160     |
| ECIP-PI-26     | Calera Creek Heights Dr.  | 6" to 8"       | 1,476   |
| <b>Sewer</b>   |                           |                |         |
| Phase 1        | East Calaveras Blvd       | 15-inch        | 2,373   |
| Phase 2        | East of South Hillview Dr | 12 and 15-inch | 5,055   |

Phase 1 water and sewer projects have a total footage of 2,619 LF and 2,373 LF, respectively. HydroScience would provide preliminary design services only for the Phase 2 water and sewer projects, which have total footages of 3,133 LF and 5,055 LF, respectively.

Notable project features and key elements for discussion are presented below.

**Rigorous Utility Locating:** The previous project HydroScience executed for the City, the Dempsey Road Waterline Replacement Project, was originally designed in 2014 but then shelved for both funding and constructability reasons. When HydroScience was selected to design this project, we started a process to proactively locate and document the source and as-built information for every utility from the City's extensive as-built libraries. Working closely with the City, we traced the history of each utility, the year of various improvements, what had been and not been abandoned or replaced, and then documented the as-built reference with a new tag that corresponded to the City's as-built project identification number. We created this removable layer so the City could examine the plans, verify that the as-built drawings matched current conditions, and let us retain the information in AutoCAD while removing it from the stamped PDFs distributed to contractors. This tracking system increased confidence in the data, allowed us to tie the as-built file to visible conditions, and correlate the City's records to the correct files.

For each of the new projects in this procurement, HydroScience will perform utility research similar to what worked successfully for the Dempsey project. We will perform a topographic survey of the site, receive and process each and every available as-built, ask informed questions of the City, walk the project site to confirm visible utility locations, and select the most suitable project alignments for construction of each project. The outcome of this work will facilitate City confidence in the design, minimize surprises and change orders during construction, and streamline construction.

**Railroad Avenue:** Available mapping for Project ECIP-PI-07 appears to show that this pipeline is located in an existing easement, within an existing ditch historically referred to as Ford Creek, a public street, and underneath a Caltrans overpass. The water pipeline extends under the Caltrans overpass within the Railroad Avenue right-of-way because the overpass overcrossing railroad is bermed up to the east of Railroad Avenue.

The City wants to upsize this pipeline from 8" to 12" to increase fire flow, and evaluate whether to replace the segment within the existing easement or relocate the main to within Railroad Avenue and bore under the creek. Ford Creek flows into Berryessa Creek, which flows into Lower Penitencia Creek, a perennial waterway. Trenchless construction methods are likely going to be required for the creek crossing, either for the 12-inch water main or to reconnect the services supplying the property located at 222 Railroad Avenue.

HydroScience will evaluate options to replace the water main in place, or relocate the water main to within Railroad Avenue. Assuming that the existing easement allows for replacement of the water pipeline, but a temporary construction easement is required, we would expect that the long-term best solution for the City would be to relocate the water main into Railroad Avenue, then construct a new service over the creek to the existing services near the existing bridge overcrossing the creek for the potable, irrigation, and fire services. It is likely that these can be supplied off of one 6 or 8-inch crossing, with multiple services connecting to that main. The final design and alignment will be confirmed during the preliminary design phase in consultation with the City.

Across the Caltrans overcrossing, we would expect that open trench construction methods would be allowed, similar to how HydroScience has designed and permitted similar Caltrans crossings within public streets with Caltrans aerial crossings. Caltrans has a standard trench section which will be used within the limits of the aerial crossing, and the design will be structured in accordance with Caltrans requirements within their aerial crossing and/or right-of-way limits. The exact limits of their easement and right-of-way will also be determined as part of the topographic surveying work.

It was also noted that the creek crossing will require confirmation regarding who owns and maintains the Ford Creek. HydroScience will consult Valley Water and City records and available right-of-way and record of survey information to confirm the need for a Valley Water permit and right-of-way needs for a new service and/or pipeline crossing of the creek. A preliminary examination of Valley Water CPRU GIS and maps suggests that the ditch is neither owned nor maintained by Valley Water. If this remains the case, obtaining a Valley Water permit for this crossing is probably unnecessary. Confirmation of the environmental requirements for the crossing, as well as right-of-way, will be determined during the preliminary engineering stage to confirm the best path forward.

This is a Phase 2 project, so only preliminary design services will be performed for this project segment as part of this authorization.

**Calera Creek Heights Drive:** Project ECIP-PI-26 starts from the north at 1607 Calera Creek Heights Drive and then extends south along the existing road right of way to the Bay View Golf Course. Alongside the course, the pipeline will extend over land through HOA property to connect to the pipeline at 1555 Hilltop Court, which is the only property on Hilltop Court. The pipeline would then continue south on Hilltop Court back to Calera Creek Heights Drive to avoid a dead end.

County records show that the South Bay Aqueduct bisects this project alignment. An aerial survey showed surface improvements relating to this existing utility, and County mapping also shows the mapping on Book 29, Page 35. Coordination with SFPUC will be required for new water pipelines crossing the SFPUC right-of-way. It is expected that the new pipeline will be installed via open-trench methods within a steel casing located at least two feet above the existing SFPUC pipeline.

Between Calera Creek Heights Drive and Hilltop Court, there appear to be three parcels – the parcel at 1555 Hilltop to be served, a subdivided parcel that appears to be undeveloped, and the common area of the Country Club/HOA. Mapping each of these parcels, the existing pipeline alignment, and the proposed pipeline alignment will be crucial to determining what permanent and temporary easements may be required.

This is a Phase 2 project, so only preliminary design services will be performed for this project segment as part of this authorization.

**Valley Water Permitting:** Valley Water CPRU mapping shows that the Phase 2 sewer is owned by fee by Valley Water between Yosemite Avenue and Calaveras. Valley Water has an easement for the sewer segment located between Ames and Yosemite.

For work within Valley Water property or easements, compliance with the Valley Water, Water Resources Protection Ordinance (WRPO) is required. One of the key requirements is that this

project will require a longitudinal encroachment within Valley Water right-of-way, which are prohibited under the WRPO.

During the preliminary engineering phase, HydroScience will review the existing right-of-way and pipeline replacement options to determine the most suitable permitting pathway with Valley Water. This is an existing longitudinal utility encroachment with little to no other options available for an alternative. Should other alternatives exist, we will propose them to the City. However, the likely course of action will be to hold a meeting between City and Valley Water CPRU staff to review the project and discuss options, permitting needs, and design requirements. It is likely that Valley Water will ask for a copy of the existing CEQA document for this project, and identify any required permits (CDFW, RWQCB, USACE) permits that may be required.

This is a Phase 2 project, so only preliminary design services will be performed for this project segment as part of this authorization. There is no Valley Water Permitting expected as part of the Phase 1 work.

### **Scope of Work**

The tasks for this scope of work are based on the Scope of Work contained within the RFP, our experience providing similar services for the City and other local clients, and the needs of the Project. Our proposed tasks are as follows.

- Task A: Project Administration and Coordination
- Task B: Field and Document Investigation
- Task C: Feasibility Study and Condition Assessment
- Task D: Construction Documents
- Task E: Permitting
- Task F: Quality Control/Quality Assurance
- Task G: Bidding Phase
- Task H: Construction Administration
- Task I: Record Documents and Project Closeout
- Task J: Reimbursable Expenses
- Task K: Additional Services as Needed

The details associated with each task are presented below.

## **Task A: Project Administration and Coordination**

Upon receipt of Notice to Proceed from the City, HydroScience shall conduct a kick-off meeting with City staff to:

- Review the project goals, expectations, budget, scope, and schedule
- Verify regulatory items, approval processes, and administrative procedures
- Clarify City preferred materials, equipment, methods of construction, and available maintenance procedures and resources
- Confirm the availability of as-built documentation from the City
- Review the project schedule, which will include key milestones, tasks organized in accordance with the scope of work, and City review periods which we assume shall be 30 days for each submittal.

HydroScience will prepare for, coordinate, and facilitate up to design review workshops at the 35% Basis of Design Memorandum, 50%, and 90% milestones for a single set of contract documents. The intent of the workshops is to help facilitate the City's review of the design progress. It is assumed that all meetings will be virtual.

HydroScience will provide general project management activities, including team coordination, project budget tracking and reporting, managing and administering the work and contracts of subconsultants, invoicing, and maintaining the project schedule. Invoices will be prepared monthly and include a summary of billings by task and a general listing of work performed during the invoice period.

HydroScience will maintain a tracking log of comments and outstanding items, which will be returned to the City with responses/action taken.

During the execution of the project, HydroScience and the City will schedule brief 30-minute virtual check-in meetings to confirm the status of action items, ask questions, and confirm the status of various project activities. The scheduling of these virtual check-ins will be coordinated between HydroScience and the City once design work begins in earnest.

Except where noted, it is assumed that all submittals will be made electronically in PDF format.

### ***Deliverables***

- Project schedule in Microsoft Project format
- Monthly progress reports included with each invoice
- Meeting agendas, minutes, and collateral material as required (PDF)
- Comment tracking logs and responses

## **Task B: Field and Document Investigation**

HydroScience will perform field investigation and data collection to collect, analyze, and interpret all available utility information to support the execution of the design phase of work. HydroScience will walk the project site once the survey is performed to confirm visible site features, the accuracy of available as-built plans, and to identify where additional information may be required to confirm utility location. HydroScience will additionally observe the locations of driveways, access points, and other visible features that may impact design and construction. The topographic survey will be reviewed in the field by comparing the survey and available utility information to what is visible in the field.

It is expected that the City will provide available utility plat maps, as-builts, record drawings, a schedule of meters to be reconnected to the new water mains, and a copy of available CCTV data.

**Topographic field survey:** HMM will set survey control for all pertinent locations and perform field topographic survey to obtain all surface features from back-of-sidewalk to back-of-sidewalk, utility surface features (utility vaults, boxes, hydrants), manhole & inlet survey (including location, rim, invert, pipe size, and direction of flow), water valves (location, rim, top of nut, and length of extension of water valves). Utility potholes will be surveyed. HydroScience will establish horizontal and vertical control based on the City's monuments.

Survey would be performed for all of the Phase 1 and Phase 2 projects.

**Utility Locating:** HydroScience will send utility research/as-built plans request letter to local utility companies that may have facilities within the project limits. A map of the approximate utility locations (including underground utilities) will be created based on data provided by the utility companies and surface utility features as identified during the topographic survey. When the existing data allows, the drawing will indicate utility type, diameter, material, approximate cover, and the horizontal location of the utility.

**Potholing:** HydroScience will review utility information provided by the City and other utility providers. If information provided by the utilities does not match information collected during the site walk and information in the previous design drawings, or if potholing verification is recommended due to potential construction risks, HydroScience will identify the areas for potholing. HydroScience will notify the City and receive City approval prior to proceeding.

BESS will perform up to ten utility potholes using air-vacuum excavation methods and/or ground penetrating radar at locations specified by HydroScience within the segment limits. Potholing will be performed to identify the precise horizontal and vertical position of existing utilities that need to be located to complete the pipeline design. Data collected as a result of potholing activities will be presented in a PDF report that will include: utility type, size, material, depth and pictures of the exposed utility. Pothole locations (in the field) will be marked with wooden lath and ribbon marked with the pothole number, utility size and depth or MAG nail with pertinent utility data annotated on the ground surface. Potholing will require a Road Encroachment Permit from the City. Once the utility data has been collected the pothole will be restored and the area resurfaced in accordance with City standard details. BESS will prepare a Traffic Control Plan that is stamped and signed by a P.E. or T.E. for the potholing work.

Potholing will only be performed for the Phase 1 sewers, where required.

**CCTV:** We understand that CCTV data may be unavailable or incomplete. As directed by the City, we have included an optional task to perform CCTV on the Phase 1 and Phase 2 sewer pipelines in this project. Bess Testlab will perform CCTV on the project sewers, and have the ability to perform up to 1,200 LF/day using a 2-person crew with a crawler camera. CCTV would be preceded by project planning and some cleaning of the sewers to facilitate the camera coming in afterwards. All pipe defects will be noted in accordance with NASSCO standards, and a deliverable with the video file, coding, and NASSCO ratings of all pipes and manholes will be prepared.

### **Assumptions**

- No new monuments will be set. Survey monument preservation, as defined and required by Section 8771 of the Professional Land Surveyor's Act, is not included in this task.
- A no-fee encroachment permit will be issued by the City for the utility locating, CCTV, and topographic survey efforts.

### **Task C: Feasibility Study and Condition Assessment**

Based on the information collected as part of Tasks A and B, HydroScience will prepare a 35% Basis of Design Memorandum. This document will contain the following elements.

- Plans developed to a 35% level of detail showing the proposed pipeline horizontal alignment, existing utilities, topographic survey, pipe material, and whether the pipeline goes over or under any perpendicular utilities.
- Tie-in intent will be identified for water and sewer connections to existing utilities.
- Alternate project alignments will be identified and evaluated where appropriate.
- The recommended construction method for each project reach will be identified. Open-cut construction is assumed as the default approach. Where required, HydroScience will evaluate alternate construction methods and make a recommendation for how to move forward. These evaluations will focus on reaches where surface disruption is infeasible or would be undesirable.
- *Table of contents for specifications.* It is assumed that all specifications will be based on City standards, and supplemented with additional specifications as required to reflect construction methods, City preferences, or other specifications not specifically present in existing City standards.
- *Permitting needs.* HydroScience will review available right-of-way from the topographic survey and the proposed alignment to determine what permit(s) may be required to construct the project. It is assumed that permits will be required from Valley Water and Caltrans for selected Phase 1 and Phase 2 project elements. CEQA documentation, assuming a Categorical Exemption, will be signed and provided by the City. Should a Mitigated Negative Declaration be required, optional services will be utilized for that purpose. It is expected that any new project work will minimize environmental impacts to avoid the need for mitigation or preparation of a CEQA document other than a Categorical Exemption.
- *Proposed project schedule.* A preliminary project schedule for design, bid advertisement, and construction will be included. The schedule will incorporate City council approval steps and will seek to initiate construction at the earliest feasible date. The schedule will identify the anticipated number of contract days to final completion.



- **CCTV.** CCTV information collected as part of the Condition Assessment phase (see Task B), or HydroScience's review of CCTV information provided by the City, will be documented in the Basis of Design Memorandum.
- **Construction sequencing.** It is expected that bypass of the sewer pipelines will be required, and a narrative discussion of how the sewer bypassing will be performed will be provided in the Contract Documents. For the water projects, based on the tie-in locations and the pipeline alignments, areas where temporary pipelines are required to provide water service during construction will be identified.

HydroScience will prepare a draft 35% Basis of Design Memorandum containing information collected from Tasks A-C and submit it to the City. Comments from the City will be received in one consolidated review set, then reviewed in a workshop, per Task A. As appropriate, comments requiring discussion will be discussed in the workshop and/or responded to in writing in a decision log. Based on the final disposition of comments, a final 35% Basis of Design Memorandum will be prepared.

#### **Deliverables:**

- Basis of Design Memorandum (Draft and Final)
- Response to comments

#### **Task D: Construction Documents**

Based on the 35% Basis of Design Memorandum, HydroScience will advance the design and provide progress submittals to the City at the 50%, 90%, and 100%/Bid Set levels of completion for the Phase 1 projects. Responses to comments on each plan set will be incorporated into the subsequent submittals as appropriate. A decision log with notable responses to comments will be prepared by HydroScience and submitted to the City prior to submitting the following submittal.

The 90% PS&E sheets of work in Caltrans easements will be submitted to Caltrans and will be essentially ready for construction pending Caltrans comment. Comments from Caltrans and the City will be incorporated into the 100% Bid Set, which will be submitted to Caltrans for permit issuance. The 100%/Bid set will also be a complete set of contract documents that are suitable for advertisement. Any fees for the Caltrans Encroachment Permit will be paid by the City.

All plan drawings will be prepared in scales not smaller than 1" = 20'.

The proposed sheet list is as follows:

| Sheet | Title                                                                          |
|-------|--------------------------------------------------------------------------------|
| 1-5   | Title Sheet, Vicinity Map, Sheet Index, Abbreviations, Symbols, Standard Notes |
| 6     | Blueprint for a Clean Bay                                                      |
| 7     | Topographic survey showing existing site conditions and potholed locations     |
| 8-13  | Plan and Profiles – Water                                                      |
| 14-19 | Plan and Profiles – Sewer                                                      |
| 20-23 | Tie-in Details in plan and cross-section                                       |
| 24-30 | City Standard Details                                                          |
| 31-33 | Civil Details and Bypass Schematics                                            |
| 34-36 | Cathodic Protection Details                                                    |
| 37    | Traffic Control Plans for work in the Caltrans ROW                             |

The project specifications will utilize the City's standard technical specifications supplemented with project specific information as appropriate. All design work will be verified by the Engineer-of-Record to make sure that all specifications meet the intent of the design, whatever the source of the specifications. The specifications will be prepared in CSI format.

HydroScience will prepare project-specific information to insert into the City's front-end specifications. The City will ultimately prepare and be responsible for the balance of the front-end specifications, and will include technical project information prepared by HydroScience, including but not limited to the description of the work, the construction duration, description of the bid items, measurement and payment, and other technical information as appropriate.

A construction cost estimate will be prepared for the project. The estimate will be prepared based on our experience preparing similar designs, quotes from vendors, and our review of the project conditions and available recent and relevant bid tabulations. The estimate will include the cost required to obtain a permit from Valley Water.

The contract documents will contain our approach to compliance with SWPPP requirements and C.3 provisions. It is expected that requirements for the Contractor to comply with will be included in the Contract Documents. Should conditions require preparation of a SWPPP or additional work to prepare documentation to comply with C.3 requirements, budget within Task K will be proposed for consideration by the City.

Where new utilities are installed with horizontal or vertical separations requiring a waiver from the DDW separation standards, HydroScience will prepare the tabular waiver requests in accordance with DDW standards for City review and acceptance. It is expected that this will be submitted with 90% PS&E in Word and PDF formats.

**Deliverables:**

- 50% PS&E
- 90% PS&E
- 100%/Bid Set PS&E (with AutoCAD, Project, Excel, Word, and native format file formats)

- Responses to comments/decision logs
- DDW Waiver Requests Package

**Assumptions:**

- The contract documents would be prepared for only the the Phase 1 water and sewer improvements.
- Phase 2 design work would be completed as part of a separate authorization.

**Task E: Permitting**

It is expected that permits will be required from Caltrans and Valley Water to construct the Phase 1 and Phase 2 portions of the project. Only permits required for Phase 1 will be obtained as part of this authorization.

All required permits will be identified as part of the Basis of Design Memorandum, which will also contain our approach to obtaining each permit. While we do not expect that other permits will be required, we will evaluate the need for CDFW, RWQCB, or Corps permits. Should those permits be required, we can prepare those permit applications using budgets from the additional services budget task.

**Caltrans:** HydroScience will prepare an Encroachment Permit Application for work within the Caltrans right-of-way. The encroachment permit application will be prepared in accordance with the Caltrans Checklist, and comply with the requirements of the Caltrans Encroachment Permit Manual. Items to be prepared by HydroScience to have a complete application will include:

- Providing Caltrans construction notes,
- Identifying the limits of Caltrans right-of-way
- Limits of excavations and pit details,
- Traffic control plans specific to the work in the Caltrans right-of-way
- Plan and profile views of the utilities
- Stationing and offsets to the other utilities and Caltrans facilities
- Details on the proposed pavement and trench section
- Plating requirements
- Stamped and signed plans for the proposed improvements

**Task F: Quality Control/Quality Assurance**

HydroScience will implement and maintain the following minimum quality control procedures during the preparation of plans, specifications, estimates, calculations, and all other documents relating to this project:

- Design and calculations will be independently checked, corrected and back checked;
- When different disciplines are involved, verify that conflicts and misalignments do not exist between designs;
- Verify coordination and compatibility between the plans, specifications and estimated quantities;
- Conduct field reviews and reviews of all pertinent materials to verify compatibility of design with existing facilities to the extent possible given the data collected in Tasks A-C

## **Task G: Bidding Phase**

HydroScience will assist City during bid solicitation and bid phase services as needed and requested up to the allowance outlined in the proposed budget. Services may include:

- Response to prospective bidder inquiries during the bidding period
- Preparation of up to two addenda
- Attend up to two pre-bid meetings
- Review and evaluation of bids
- Preparing the conformed contract document package that incorporates all addenda issued during the bid period.

### *Assumptions*

- City is responsible for bid advertisement and any costs associated with advertisement.
- City is responsible for preparing for, coordinating, and hosting pre-bid meetings
- Addendum prepared during bidding will be based on relatively minor comments or clarification to the design, not requiring significant design revisions.

### *Deliverables*

- Responses to inquiries and addenda in PDF format.

## **Task H: Construction Administration**

HydroScience will provide engineering services during construction as needed and requested up to the proposed number of labor hours shown in the fee. This scope covers one set of contract documents, one bid phase, and one construction phase. Services may include the following:

- HydroScience will support the City in construction matters related to compliance with the intent of the contract documents and timely completion of project.
- HydroScience will attend selected construction meetings as directed by the City. For the purpose of this budget, we have assumed attending one pre-construction meeting and up to five on-site construction progress meetings.
- HydroScience will respond to selected RFIs generated by the Contractor. RFI reviews will be provided in the same format as the RFI was submitted. RFIs may address changed conditions, corrective actions, or items requested by the Contractor. We have assumed an average of four hours per RFI for up to 12 RFIs (48 hours).
- HydroScience will review selected Potential Change Orders (PCOs) (up to 5) and provide comments and recommendations to the City.
- We expect that the City will require HydroScience to review up to 30 separate submittals, and their corresponding resubmittals. Submittal reviews will be returned to the City in the format utilized by the construction manager, which is expected to be either email or cloud based construction management software. At an average of about 4 hours per submittal, we have budgeted a total of 120 hours for this task.
- HydroScience will participate in the final punch list walk and note incomplete and/or unacceptable items for the City's review and approval. HydroScience will attend a final close-out walk through with the City when the Contractor has corrected all punch list items.

All work performed for this task will be completed in a timely manner by HydroScience. It will be our goal to respond as expeditiously as possible to submittals, RFIs, and PCOs, and typically not longer than 10 days, of up to five days for PCOs or potential claims.

*Assumptions*

- City to provide Construction Management and inspection services. HydroScience is not responsible for providing construction quality control testing.
- City to prepare for and run all construction meetings.

*Deliverables:*

- Responses to RFIs, submittals, and PCOs

**Task I: Record Documents and Project Closeout**

HydroScience will update the plans to reflect the as-built conditions of the project when construction is completed. Red-line drawings will be provided by the Contractor and used as the basis for preparing the as-built drawings. HydroScience shall submit an electronic copy of the Record Drawings in the latest AutoCAD format, PDF to the City within 25 calendar days of receipt of completed Contractor red line drawings. AutoCAD files shall meet the requirements set in the City's "Guidelines for Submitting CAD Digital Files to the City Memo dated 10/11/12.

HydroScience will identify warranties and guarantees in the Contract Documents, and provide the City with a summary of the applicable warranty and guarantee time periods following issuance of the substantial completion certificate.

*Deliverables:*

- As-built drawings

**Task J: Reimbursable Expenses**

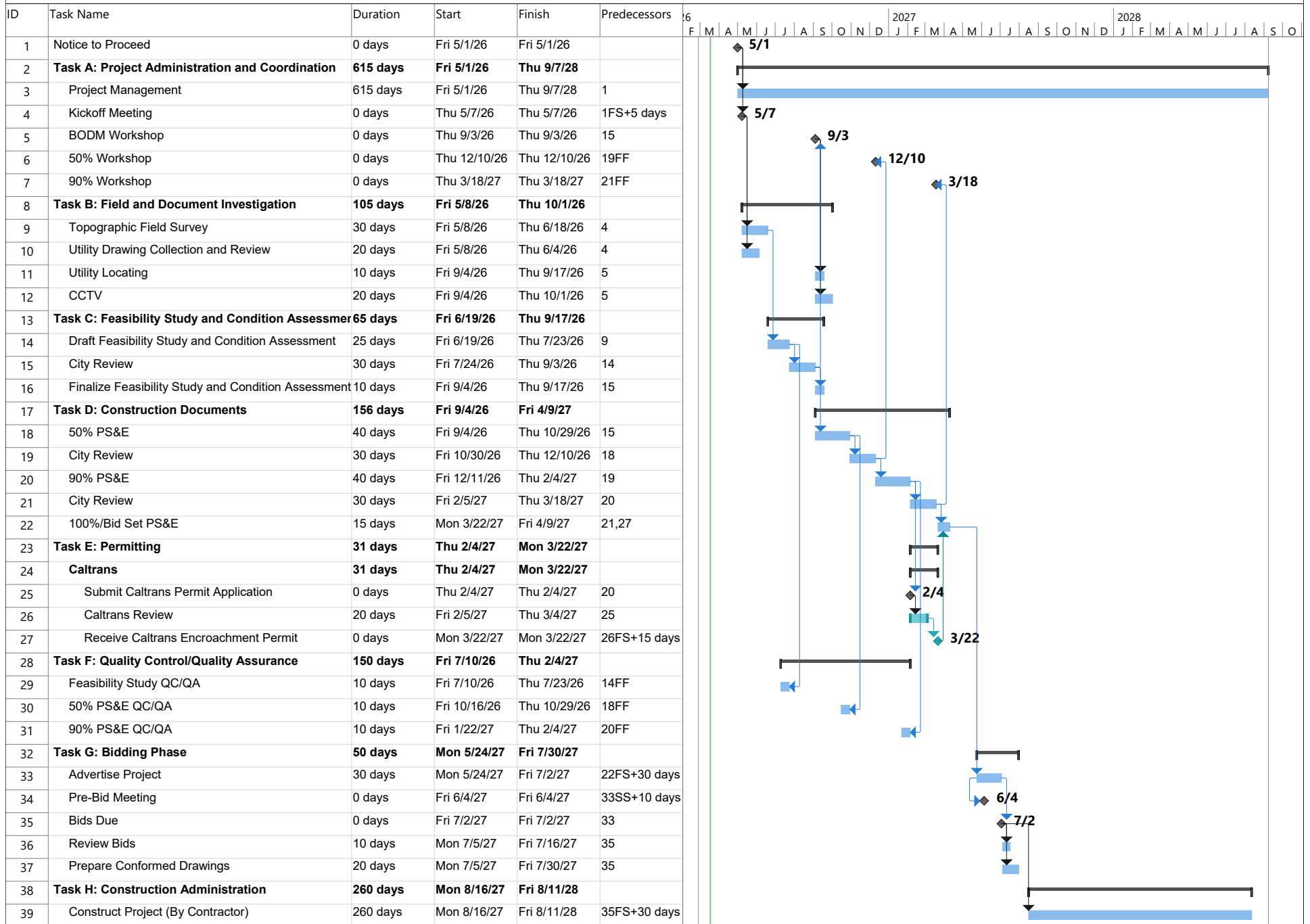
This task includes budget for reimbursable expenses associated with the completion of the work. Reimbursable expenses could include mileage, reprographics, purchasing supplies required to execute the work, travel, or other costs approved by the City.

**Task K: Additional Services As Needed**

This task is for additional services that may be needed to execute the Project, and will be issued only upon written confirmation by the City. The services provided as part of Task K can be services either specifically listed as potential Additional Services in this Scope of Work, or other work as directed by the City. The fixed budget for this task is 15% of the budget for Tasks A-J. Should the City request optional services in excess of this amount, HydroScience will provide a quotation for additional services.

**Sanitary Sewer Pipeline and Fire Flow Pipeline Improvements Project, Phase 1 Design and Phase 2 Predesign, CIP No. 6138 & 7150**  
**Project Schedule**

HydroScience Engineers



**EXHIBIT “B”**  
**FEE AND PHASING/FUNDING SCHEDULES**

**Fee Proposal for the City of Milpitas Sanitary Sewer Pipeline and Fire Flow Pipeline Improvements Project, Phase 1 and Phase 2, CIP No. 6138 and 7150**  
**HydroScience Engineers**  
**March 17, 2026**

| Task         | Description                                               | Hourly Billing Rates | Curtis Lam<br>Project Manager | Marc Fernandez<br>Project Engineer | Tommy Phan<br>Staff Engineer | Eric Petrel<br>QC/QA | Drafting   | Labor Hours | Fee              | Direct Costs   | HMH<br>Land Surveying | Bess Testlab<br>CCTV | Direct Charges Markup | Expense Subtotal with Markup | Total Fee                           | Phase Totals     |
|--------------|-----------------------------------------------------------|----------------------|-------------------------------|------------------------------------|------------------------------|----------------------|------------|-------------|------------------|----------------|-----------------------|----------------------|-----------------------|------------------------------|-------------------------------------|------------------|
| <b>A</b>     | <b>Project Administration and Coordination</b>            |                      |                               |                                    |                              |                      |            |             |                  |                |                       |                      |                       |                              |                                     |                  |
|              | Project Management                                        |                      | 60                            | 48                                 |                              |                      |            | 108         | \$32,184         |                |                       |                      | \$0                   | \$0                          | \$32,184                            | \$32,184         |
| <b>B</b>     | <b>Field and Document Investigation</b>                   |                      |                               |                                    |                              |                      |            |             |                  |                |                       |                      |                       |                              |                                     | \$134,554        |
|              | Topographic Field Survey                                  |                      | 1                             | 4                                  |                              |                      | 16         | 21          | \$4,226          |                | \$85,000              |                      | \$8,500               | \$93,500                     | \$97,726                            |                  |
|              | Field Survey/Utility Locating                             |                      | 4                             | 8                                  | 24                           |                      | 24         | 60          | \$12,672         |                |                       |                      | \$0                   | \$0                          | \$12,672                            |                  |
|              | Potholing/Ground Penetrating Radar                        |                      | 1                             | 8                                  |                              |                      | 6          | 15          | \$3,468          |                |                       | \$15,000             | \$1,500               | \$16,500                     | \$19,968                            |                  |
|              | CCTV                                                      |                      | 2                             | 4                                  | 12                           |                      |            | 18          | \$4,188          |                |                       |                      | \$0                   | \$0                          | \$4,188                             |                  |
| <b>C</b>     | <b>Feasibility and Condition Assessment</b>               |                      |                               |                                    |                              |                      |            |             |                  |                |                       |                      |                       |                              |                                     | \$131,140        |
| C.W          | BODM - Water (Phase 1 & 2)                                |                      | 20                            | 108                                | 72                           |                      |            | 156         | \$77,364         |                |                       |                      | \$0                   | \$0                          | \$77,364                            |                  |
| C.S          | BODM - Sewer (Phase 1 & 2)                                |                      | 20                            | 72                                 | 48                           |                      |            | 104         | \$53,776         |                |                       |                      | \$0                   | \$0                          | \$53,776                            |                  |
| <b>D</b>     | <b>Construction Documents</b>                             |                      |                               |                                    |                              |                      |            |             |                  |                |                       |                      |                       |                              |                                     | \$261,862        |
| D.W.1        | 50% PS&E - Water (Phase 1)                                |                      | 20                            | 64                                 | 64                           |                      |            | 90          | \$52,534         |                |                       |                      | \$0                   | \$0                          | \$52,534                            |                  |
| D.S.1        | 50% PS&E - Sewer (Phase 1)                                |                      | 20                            | 36                                 | 36                           |                      |            | 60          | \$34,116         |                |                       |                      | \$0                   | \$0                          | \$34,116                            |                  |
| D.W.2        | 90% PS&E - Water (Phase 1)                                |                      | 30                            | 60                                 | 80                           |                      |            | 80          | \$56,340         |                |                       |                      | \$0                   | \$0                          | \$56,340                            |                  |
| D.S.2        | 90% PS&E - Sewer (Phase 1)                                |                      | 30                            | 40                                 | 40                           |                      |            | 60          | \$39,280         |                |                       |                      | \$0                   | \$0                          | \$39,280                            |                  |
| D.W.3        | 100% PS&E - Water (Phase 1)                               |                      | 12                            | 40                                 | 20                           |                      |            | 50          | \$27,390         |                |                       |                      | \$0                   | \$0                          | \$27,390                            |                  |
| D.S.3        | 100% PS&E - Sewer (Phase 1)                               |                      | 12                            | 20                                 | 12                           |                      |            | 30          | \$16,986         |                |                       |                      | \$0                   | \$0                          | \$16,986                            |                  |
|              | SWPPP/C.3                                                 |                      | 8                             | 24                                 | 80                           |                      |            | 112         | \$25,472         |                |                       |                      | \$0                   | \$0                          | \$25,472                            |                  |
|              | DDW Waiver Requests                                       |                      | 4                             | 16                                 |                              |                      | 24         | 44          | \$9,744          |                |                       |                      | \$0                   | \$0                          | \$9,744                             |                  |
| <b>E</b>     | <b>Permitting</b>                                         |                      |                               |                                    |                              |                      |            |             |                  |                |                       |                      |                       |                              |                                     | \$18,296         |
|              | Caltrans                                                  |                      | 4                             | 40                                 | 32                           |                      |            | 76          | \$18,296         |                |                       |                      | \$0                   | \$0                          | \$18,296                            |                  |
| <b>F</b>     | <b>Quality Control/Quality Assurance (QC/QA)</b>          |                      |                               |                                    |                              |                      |            |             |                  |                |                       |                      |                       |                              |                                     | \$9,570          |
|              | QC/QA                                                     |                      |                               |                                    |                              | 30                   |            | 30          | \$9,570          |                |                       |                      | \$0                   | \$0                          | \$9,570                             |                  |
| <b>G</b>     | <b>Engineering Services During the Bidding Phase</b>      |                      |                               |                                    |                              |                      |            |             |                  |                |                       |                      |                       |                              |                                     | \$10,980         |
|              | Eng Services During Bidding                               |                      | 8                             | 12                                 | 8                            |                      | 20         | 48          | \$10,980         |                |                       |                      | \$0                   | \$0                          | \$10,980                            |                  |
| <b>H</b>     | <b>Engineering Services During the Construction Phase</b> |                      |                               |                                    |                              |                      |            |             |                  |                |                       |                      |                       |                              |                                     | \$63,800         |
|              | Engineering Services During Construction                  |                      | 40                            | 120                                | 60                           |                      | 40         | 260         | \$63,800         |                |                       |                      | \$0                   | \$0                          | \$63,800                            |                  |
| <b>I</b>     | <b>Record Drawing and Project Closeout</b>                |                      |                               |                                    |                              |                      |            |             |                  |                |                       |                      |                       |                              |                                     | \$20,724         |
|              | Record Drawings                                           |                      | 4                             | 24                                 |                              |                      | 40         | 68          | \$14,672         |                |                       |                      | \$0                   | \$0                          | \$14,672                            |                  |
|              | Project Closeout                                          |                      | 2                             | 8                                  | 16                           |                      |            | 26          | \$6,052          |                |                       |                      | \$0                   | \$0                          | \$6,052                             |                  |
| <b>J</b>     | <b>Reimbursable Expenses</b>                              |                      |                               |                                    |                              |                      |            |             |                  |                |                       |                      |                       |                              |                                     | \$8,000          |
|              | Reimbursable Expenses                                     |                      |                               |                                    |                              |                      |            |             | \$0              | \$8,000        |                       |                      | \$0                   | \$8,000                      | \$8,000                             |                  |
| <b>K</b>     | <b>Additional Services As Needed</b>                      |                      |                               |                                    |                              |                      |            |             |                  |                |                       |                      |                       |                              |                                     | \$106,500        |
|              | Additional Services                                       |                      |                               |                                    |                              |                      |            |             | \$90,000         |                | \$15,000              | \$1,500              | \$16,500              | \$106,500                    |                                     |                  |
| <b>TOTAL</b> |                                                           |                      | <b>302</b>                    | <b>756</b>                         | <b>604</b>                   | <b>30</b>            | <b>800</b> | <b>886</b>  | <b>\$663,110</b> | <b>\$8,000</b> | <b>\$85,000</b>       | <b>\$30,000</b>      | <b>\$11,500</b>       | <b>\$134,500</b>             | <b>\$797,610</b>                    |                  |
|              |                                                           |                      |                               |                                    |                              |                      |            |             |                  |                |                       |                      |                       |                              |                                     |                  |
|              |                                                           |                      |                               |                                    |                              |                      |            |             |                  |                |                       |                      |                       |                              | <b>Tasks A-J (Base Services)</b>    | <b>\$691,110</b> |
|              |                                                           |                      |                               |                                    |                              |                      |            |             |                  |                |                       |                      |                       |                              | <b>Task K (Additional Services)</b> | <b>\$106,500</b> |



**EXHIBIT “C”**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

## HYDROSCIENCE ENGINEERS, INC.

### 2026 Standard Schedule of Billing Rates

Rates are subject to increase annually on January 1 of each calendar year.

| LABOR CLASSIFICATION                | HOURLY RATE |
|-------------------------------------|-------------|
| Principal                           | \$330       |
| Engineer IX                         | \$319       |
| Engineer VIII                       | \$308       |
| Engineer VII                        | \$293       |
| Engineer VI                         | \$280       |
| Engineer V                          | \$269       |
| Engineer IV                         | \$258       |
| Engineer III                        | \$240       |
| Engineer II                         | \$228       |
| Engineer I                          | \$208       |
| Engineering Aide                    | \$120       |
| Construction Professional VI        | \$220       |
| Construction Professional V         | \$210       |
| Construction Professional IV        | \$200       |
| Construction Professional III       | \$190       |
| Construction Professional II        | \$170       |
| Construction Professional I         | \$160       |
| Cross Connection Control Specialist | \$145       |
| CAD Manager                         | \$179       |
| CAD Designer I                      | \$155       |
| Marketing Professional              | \$130       |
| Administrative II                   | \$120       |
| Administrative                      | \$105       |

Hourly billing rates include postage and telephone charges that are normal to the work authorized. Other direct costs for travel, reproduction, mail service, outside services, etc. will be invoiced at 110 percent of the actual cost. Rates for expert witness services shall be billed at the quoted rates plus \$50/hour.

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an "X" indicated in the space before the requirement apply to Design Services Agreement.**

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

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

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

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

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

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

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

#### **Automobile Liability:**

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

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

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

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

X Insurance appropriates to the Designer's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

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

\_\_\_\_ Insurance appropriates to the Designer's profession, with limit no less than \_\_\_\_\_ per occurrence or claim, \_\_\_\_\_ aggregate

**Workers' Compensation Insurance:**

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

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

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

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

**Pollution Legal Liability:**

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

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

**Cyber Liability Insurance**

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

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Designer in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy

violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

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

**Surety Bonds:**

Designer shall provide the following Surety Bonds:

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

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

**Other Insurance Provisions:**

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

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

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

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

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

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

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

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

**X Waiver of Subrogation:**

Designer hereby grants to City a waiver of any right to subrogation which any insurer of said Designer may acquire against the City by virtue of the payment of any loss under such insurance. Designer agrees to

obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Designer, its employees, agents and subcontractors.

### **\_\_\_\_ Completed Operations**

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

### **THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS**

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

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

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

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

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

#### **Acceptability of Insurers:**

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

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

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

4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Designer's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Designer's Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

**Subcontractors:**

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

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

**Verification of Coverage:**

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

**Special Risks or Circumstances**

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

**Failure to Comply:**

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

**Applicability of Coverage:**

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



# On-Call Engineering Services for Utility Improvements RFQ 26-083

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## Qualified Consultant List Announcement

**DATE:** October 30, 2025

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The City of Milpitas is pleased to announce the establishment of a qualified list of consultants for comprehensive design and construction support services related to the City's Water Master Plan, Sewer Master Plan and adopted Capital Improvement Program (CIP).

**Project Overview:** The City sought proposals from qualified firms to provide design and construction support services for projects listed in the City's Water Master Plan, Sewer Master Plan and CIP.

**Qualified Consultant List:** The following consultants have been determined to be the most qualified and are included in the consultant list for a period of five (5) years:

- Carollo Engineers
- Hydroscience Engineers
- Kimley-Horn
- MNS Engineers, Inc.
- Schaaf & Wheeler
- Water Works Engineers
- West Valley Construction Company Inc.

While some consultants may have already received contracts for specific projects, all qualified firms will remain on the list for the full five-year period and may be considered for future related opportunities.

The City of Milpitas thanks all consultants for their participation in this procurement process.

Sincerely, Michael Silveira

Michael Silveira, P.E. - City Engineer





## CITY OF MILPITAS AGENDA REPORT (AR)

|                        |                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | <b>Adopt Resolutions Approving the Annual Engineer's Report and Declaring Its Intention to Levy and Collect Assessments, and Provide Notice of Public Hearing for Landscaping and Lighting Maintenance Assessment District No. 98-1 Sinclair Horizon (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)</b> |
| <b>Category:</b>       | Consent Calendar-Community Development                                                                                                                                                                                                                                                                                                                                               |
| <b>Meeting Date:</b>   | 4/21/2026                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Recommendation:</b> | (1) Adopt a resolution approving the Annual Engineer's Report; and, (2) Adopt a resolution declaring its intention to levy and collect assessments and provide notice of public hearing to be held on May 19, 2026, for Landscaping and Lighting Maintenance Assessment District No. 98-1 Sinclair Horizon.                                                                          |

### **BACKGROUND:**

In 1998, the City Council completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with [Section 22500](#)) (Act) to establish the Landscaping and Lighting Maintenance Assessment District 98-1 (LLMD 98-1 Sinclair Horizon).

LLMD 98-1 Sinclair Horizon provides for the maintenance and improvement of public landscaping, irrigation systems, and a pedestrian walking path adjacent to Sinclair Frontage Road and Los Coches Creek abutting the Sinclair Horizon residential subdivision in the areas as shown on the attached location map (Attachment A).

Staff retained the consulting firm NBS for the purpose of assisting with the annual levy of the LLMD 98-1 Sinclair Horizon, and the preparation and filing of the report required pursuant to Section 22622 of the Act (the Annual Engineering Report).

### **ANALYSIS:**

Before the City Council may levy the annual assessments for LLMD 98-1 Sinclair Horizon, the Act requires the City Council to adopt a resolution approving the Annual Engineer's Report (Attachment B) evaluating the district's landscape and lighting maintenance and improvement costs for Fiscal Year (FY) 2026-27. On [February 17, 2026](#), the City Council directed the City Engineer to prepare the Annual Engineer's Report, which is included in the City Council agenda packet. The proposed total assessment for FY2026-27 is \$538.32 per lot, with an assessment rate not exceeding the maximum assessment rate of \$605.63. The FY2026-27 rate is approximately 0.0167% lower than the previous fiscal year (FY2025-26) rate of \$538.41 due to adjusting expenses for materials to maintain the district.

Staff recommends City Council adopt Resolutions approving the Annual Engineering's Report (Attachment C) and declaring its intent to levy and collect an assessment and providing notice of a public hearing to be held on May 19, 2026, (Attachment D) for LLMD 98-1 Sinclair Horizon in Fiscal Year 2026-27.

### **PROJECT SCHEDULE/KEY MILESTONES**

Upon approval of the annual Engineer's Report and declaring its intention to levy and collect assessments, staff will conduct a public hearing and recommend City Council adopt a resolution confirming annual assessments and ordering the levy for the district on May 19, 2026.

**POLICY ALTERNATIVE(S):**

Alternative 1: Do not adopt the Resolutions for LLMD 98-1 Sinclair Horizon.

Pros: None.

Cons: If the City Council does not adopt the Resolutions according to the Landscaping and Lighting Act of 1972, the City will be unable to collect assessments for LLMD 98-1 Sinclair Horizon.

Reason Not Recommended: Staff recommend approving the Resolutions in order to levy and collect assessments for fiscal year 2026-27 to allow for the continued maintenance and improvements of LLMD 98-1 Sinclair Horizon.

**FISCAL IMPACT:**

The levy and collection of assessments provide the City with the resources needed for ongoing maintenance and servicing of the improvements. The FY 2026-27 maintenance cost budget for the LLMD 98-1 is estimated to be \$65,785. The City maintains an operating reserve, not to exceed the estimated maintenance costs.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

A levy and collection of assessments 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. The action is a fiscal activity of the City government or an action to create a City government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, §15378. To the extent the funds generated by this levy and collection would be used to fund any currently contemplated projects, such projects entail the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, §15301.

**ATTACHMENT(S):**

- (a) Location Map
- (b) Engineer's Report for LLMD No. 98-1 Sinclair Horizon
- (c) Resolution Approving Annual Engineer's Report
- (d) Resolution Declaring Intention to Levy and Collect Assessments

CITY OF MILPITAS  
LANDSCAPING MAINTENANCE DISTRICT (LMD) 98-1  
(N.T.S.)



 2026-2027 FISCAL YEAR LANDSCAPE AREA FUNDED FOR MAINTENANCE

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# CITY OF MILPITAS

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*Fiscal Year 2026/27 Engineer's Report For:*

**Landscaping and Lighting Maintenance  
Assessment District No. 98-1**

**May 2026**

**CITY OF MILPITAS**  
**LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 98-1**  
**455 East Calaveras Boulevard**  
**Milpitas, California 95035**  
**(408) 586-3000**

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**CITY COUNCIL**

Carmen Montano, Mayor  
Gary Barbadillo, Vice Mayor  
Evelyn Chua, Council Member  
Hon Lien, Council Member  
William Lam, Council Member

**CITY STAFF**

Michael Silveira, PE, City Engineer  
Luz Cofresi-Howe, Finance Director/Risk Manager  
Christian Di Renzo, Public Works Director

**NBS**

Kristin Harvey, Client Success Ambassador  
Adina McCargo, Project Manager  
Jason Roth, Administrator

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# 1. ENGINEER'S LETTER

**WHEREAS**, in 1998, the City Council of the City of Milpitas (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act"), created the City of Milpitas Landscaping and Lighting Maintenance Assessment District No. 98-1 (the "District") to provide for the continued maintenance, operation, and administration of various improvements within the boundaries of the District; and

**WHEREAS**, the City Council has directed NBS to prepare and file a report for Fiscal Year 2026/27 in accordance with Chapter 1, Article 4 of the Act presenting plans and specifications describing the general nature, location, and extent of the improvements to be maintained; an estimate of the costs to maintain, operate, and service the improvements for the District for the referenced fiscal year; a diagram for the District showing the area and properties to be assessed; and an assessment of the estimated costs to maintain and service the improvements, stating the net amount to be assessed upon all assessable lots or parcels within the District in proportion to the special benefit received.

**NOW THEREFORE**, the following assessments have been calculated in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation, and are made to cover the portion of the estimated costs of maintenance, operation, and servicing of the improvements, to be paid by the assessable real property within the District in proportion to the special benefit received:

| District   | Parcels | 2026/27<br>Maximum Assessment<br>Rate per Lot <sup>(1)</sup> | 2026/27<br>Actual Assessment<br>Rate per Lot | 2026/27<br>Net Amount to be<br>Assessed <sup>(2)(3)</sup> |
|------------|---------|--------------------------------------------------------------|----------------------------------------------|-----------------------------------------------------------|
| LLMAD 98-1 | 98      | \$605.63                                                     | \$538.32                                     | \$52,755.36                                               |

<sup>(1)</sup> The April 1, 2026 Consumer Price Index (CPI) provided by the U.S. Bureau of Labor Statistics was not available at the time of writing of this report. The Fiscal Year 2026/27 CPI increase was estimated using the February 1, 2026 CPI.

<sup>(2)</sup> Amounts placed on the tax roll include the 1% Santa Clara County Collection Fee.

<sup>(3)</sup> This amount is only an estimate and does not reflect the final billed amount with rounding adjustments. Refer to Section 7 for the rounded figure.

I identified all parcels which will have a special benefit conferred upon them from the improvements described in District's Plans and Specifications section of this Engineer's Report (the "Benefited Parcels"). For particulars as to the identification of said parcels, reference is made to the Assessment Diagram, a copy is on file in the office of the City Clerk.

I have assessed the costs and expenses of the improvements upon the Benefited Parcels. In making such assessment:

- The proportionate special benefit derived by each Benefited Parcel from the improvements was determined in relationship to the entirety of the maintenance costs of the improvements;
- No assessment has been imposed on any Benefited Parcel which exceeds the reasonable cost of the proportional special benefit conferred on such parcel from the improvements; and
- Any general benefits from the improvements have been separated from the special benefits and only special benefits have been assessed.

I, the undersigned, respectfully submit the enclosed Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagrams herein have been prepared and computed in accordance with the order of the City Council of the City of Milpitas, the Act, and Article XIIID.

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Michael Silveira, City Engineer



## 2. PLANS AND SPECIFICATIONS

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The District provides for the continued administration, maintenance, operation, and servicing of various improvements located within the public right-of-way and dedicated easements within the boundaries of the District.

### 2.1 Location of Improvements

The District is located in the City of Milpitas, bounded on the east by Sinclair Frontage Road, on the west by Berryessa Creek, and on the north by Los Coches Street. The improvements maintained include public landscaping and irrigation improvements, including jogging paths, planter walls, grass berms, and ornamental planting, which are primarily situated within the public rights-of-way and dedicated public easements within the District.

### 2.2 Landscaping Improvements

The landscaping and irrigation improvements were installed within the District in order to enhance the overall visual appearance for adjacent parcels. The improvements consist of the maintenance and operation of any or all public landscaping and irrigation improvements adjacent to curbs, including asphalt concrete jogging paths, planter walls, grass berms, and appurtenant irrigation systems; ornamental planting including lawns, shrubs, and trees, including necessary repairs, replacements, water, electric current, spraying, care, supervision, debris removal and all other items of work necessary and incidental for proper maintenance and operation thereof. The landscaping and irrigation improvements are collectively referred to as “landscaping improvements.” All such work will be performed in the following areas:

#### 2.2.1 BERRYESSA CREEK

Due to the widening of the creek, improvements in Berryessa Creek were removed. Any improvements maintained in this reach (asphalt concrete jogging path, exercise equipment, planting, and irrigation) will no longer be maintained or improved.

#### 2.2.2 LOS COCHES CREEK

1. A strip of land 812 feet long, 14 feet in width along the south bank of Los Coches Creek adjacent to Tract 9018. The improvements include an asphalt concrete jogging path, exercise equipment, planting, and irrigation.
2. A strip of land 5.5 feet wide within the Los Coches Street right-of-way between the back of sidewalk and the right-of-way along the south side of Los Coches Street between Berryessa Creek and Sinclair Frontage Road. The improvements include planting and irrigation.

## **2.3 Capital Improvements**

In 2023, the City completed the replacement of the irrigation controller and repairs of the irrigation system along portions of Los Coches Street and Sinclair Frontage Road. The City is planning to continue planting renovations in 2026/2027.

## **2.4 Overhead**

In addition to the hard costs of maintaining the improvements mentioned above, the City will incur costs for staff time and expenses related to the management and maintenance of the improvements within the District. Staff time includes oversight and coordination of both City and contractor provided services, annual tax roll preparation, and addressing property owner questions and concerns. These activities are directly related to the maintenance of the improvements, and without them the improvements could not be efficiently completed or properly maintained on an ongoing basis.

### 3. ESTIMATE OF COSTS

The estimated costs of maintenance and servicing of the improvements as described in the Plans and Specifications are summarized below.

#### 3.1 District Budget

The Fiscal Year 2026/27 estimated cost budget for the maintenance and servicing of the improvements is as follows:

| Description                                         | Fiscal Year 2026/27 Budget |
|-----------------------------------------------------|----------------------------|
| Maintenance Staff <sup>(1)</sup>                    | \$32,085                   |
| Capital Equipment                                   | 0                          |
| Supplies                                            | 2,400                      |
| Utilities (Water, Electricity)                      | 11,800                     |
| Reserve Fund                                        | 0                          |
| <u>Capital Improvement Program</u>                  | <u>19,500</u>              |
| <b>Maintenance Costs</b>                            | <b>\$65,785</b>            |
| <br>                                                |                            |
| NBS                                                 | \$4,300                    |
| City Staff District Administration                  | 3,040                      |
| <u>County Auditor-Controller Fee<sup>(2)</sup></u>  | <u>550</u>                 |
| <b>District Specific Costs</b>                      | <b>\$7,890</b>             |
| <br>                                                |                            |
| Total District Costs                                | <b>\$73,675</b>            |
| General Benefit Contribution <sup>(3)</sup>         | (20,920)                   |
| Operating Reserve Contribution                      | 0                          |
| <u>Capital Improvement Fund Contribution</u>        | <u>0</u>                   |
| <b>Net Amount to be Assessed</b>                    | <b>\$52,755</b>            |
| <br>                                                |                            |
| <b>Total District Lots</b>                          | <b>98</b>                  |
| <b>Rate per Lot<sup>(4)</sup></b>                   | <b>\$538.32</b>            |
| <b>Maximum Rate Per Lot – 2026/27<sup>(5)</sup></b> | <b>\$605.63</b>            |

<sup>(1)</sup> The City's Department of Public Works is the provider of Maintenance Services.

<sup>(2)</sup> County Auditor-Controller Fee is currently 1% of the total levy submittal.

<sup>(3)</sup> General Benefit Contribution is not applied to District Specific Costs, as these are special benefits to the District.

<sup>(4)</sup> The Rate per Lot equals the Net Amount to be Assessed / Total District Lots. The Rate per Lot cannot exceed the maximum rate.

<sup>(5)</sup> The April 1, 2026 CPI was not available at the time of writing of this report. The Fiscal Year 2026/27 CPI increase was estimated by using the February 1, 2026 CPI.

### 3.1.1 OPERATING RESERVE

It is the intent of the City to maintain an operating reserve which shall not exceed the estimated costs of maintenance and servicing of the improvements prior to December 10 of the fiscal year, or when the City expects to receive its apportionment of special assessments from the County, whichever is later. The operating reserve balance information for the District is as follows:

|                                                                              |                  |
|------------------------------------------------------------------------------|------------------|
| Estimated Fiscal Year Ending 6/30/2026 Operating Reserve Cash Balance        | \$147,201        |
| Operating Reserve Collection for Fiscal Year 2026/27                         | 0                |
| <b>Estimated Fiscal Year Ending 6/30/2027 Operating Reserve Cash Balance</b> | <b>\$147,201</b> |

### 3.1.2 CAPITAL IMPROVEMENT BUDGET

The City completed the replacement of the irrigation controller and repairs of the irrigation system along portions of Los Coches Street and Sinclair Frontage Road in 2023. The City is planning to continue planting renovations in 2026/2027. As of March 20, 2026, the balance available for the Capital Improvement Project was \$142,391.35. The City will utilize these funds, along with an annual collection of \$20,000 via the District from Fiscal Year 2025/26 to Fiscal Year 2028/29, to finance the project.

## 4. SPECIAL AND GENERAL BENEFIT

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The improvements defined in Section 2 are expected to confer certain special benefits to parcels within the District. The special benefits are described in this section. Figures in this section are derived from a Special v. General Benefit Analysis performed in Fiscal Year 2014/15.

### 4.1 Introduction

Pursuant to Article XIID, all parcels that receive a special benefit conferred upon them as a result of the installation, implementation and maintenance of the improvements, services and activities shall be identified, and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire costs of the installation, implementation and maintenance of the improvements, services and activities.

Article XIID, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property. Proposition 218 requires that the City separate the general benefit from special benefit, so that only special benefit may be assessed to properties within the District. Furthermore, Article XIID also provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment.

### 4.2 Special Benefits Identified

The improvements described in Section 2 are expected to confer certain special benefits to parcels within the District. The special benefits conferred to property within the District can be grouped into two primary benefit categories: aesthetic benefit and safety benefit. The two district benefit categories are further expanded upon below.

- **Improved Aesthetics:** The aesthetic benefit relates to the increase in the overall aesthetics as a result of the ongoing maintenance, servicing and operation of the improvements within the District. Street landscaping improvements improve the livability, commercial activity, appearance and desirability for properties within the District. Regular maintenance ensures that the improvements do not reach a state of deterioration or disrepair so as to be materially detrimental to properties adjacent to or in close proximity to the improvements. The overall appeal of the District is enhanced when improvements are in place and kept in a healthy and satisfactory condition. Conversely, appeal decreases when improvements are not well-maintained, unsafe, or destroyed by the elements or vandalism. Streetscapes have a significant effect on how people view and interact with their community<sup>1</sup>. With streetscapes that are safe and inviting, people are more likely to walk, which can help reduce automobile traffic, improve public health, stimulate local economic activity and attract residents and visitors to the community<sup>2</sup>.
- **Increased Safety:** Well maintained areas mitigate crime, especially vandalism, and enhance pedestrian safety. A recent study found that after landscape improvements were installed, there

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<sup>1</sup> Victoria Transport Policy Institute. (2011). *Community Livability. Helping to Create Attractive, Safe, Cohesive Communities*. Retrieved from <http://www.vtpi.org/tm97.htm>.

<sup>2</sup> Ibid.

was a 46% decrease in crash rates across urban arterial and highway sites and a second study reviewed found a 5% to 20% reduction in mid-block crashes after trees and planters in urban arterial roads were put in place. In addition, there is less graffiti, vandalism, and littering in outdoor spaces with natural landscapes than in comparable plant-less spaces<sup>3</sup>. The Victoria Transport Policy Institute has found that streetscapes reduce traffic speeds and when combined with improved pedestrian crossing conditions can significantly reduce collisions<sup>4</sup>.

### 4.3 General Benefits Identified

Section 4 of Article XIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them and upon which an assessment will be imposed, the local agency must next “separate the general benefits from the special benefits conferred,” and only the special benefits can be included in the amount of the assessments imposed.

General benefit is an overall and similar benefit to the public at large resulting from the maintenance of the District’s improvements provided by the assessments levied. The improvements to be maintained by the District are located within the District boundaries only. There will be no District maintenance activities provided for improvements located outside of the District boundaries.

The ongoing maintenance of the District improvements will provide aesthetic and safety benefits to the property within the District. However, it is recognized that the ongoing District maintenance activities will also provide a level of benefit to some property within proximity to the District, as well as individuals passing through. Therefore, the general benefit created as a result of the District maintenance activities has been considered.

### 4.4 Quantification of Benefit

As a result of the maintenance and operation of the improvements, there will be a level of general benefit to people that do not live in or intend to conduct business within the District. In order for property within the District to be assessed only for that portion of special benefits received from the district’s maintenance activities, general benefits provided by the ongoing maintenance of the improvements needs to be quantified. The amount of general benefit that is provided from the District’s maintenance activities cannot be funded via property owners’ assessments.

The landscaping improvements are primarily located along Los Coches Street and Sinclair Frontage Road and within the subdivision along Los Coches Creek and Berryessa Creek. A portion of the maintained landscaping provides some general benefit to pass-thru traffic. Per the City, there is 52,912 square feet of landscaping being maintained.

#### Los Coches Creek and Berryessa Creek

As result of the District maintenance activities, there will be a level of general benefit to pedestrians and vehicular traffic that are not associated with property in the District. As expressed by the Court in *Beutz v.*

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<sup>3</sup> Wolf, Kathleen L. (2010). *Safe Streets – A Literature Review*. In: *Green Cities: Good Health* ([www.greenhealth.washington.edu](http://www.greenhealth.washington.edu)). College of the Environment, University of Washington.

<sup>4</sup> Victoria Transport Policy Institute. (2011). *Community Livability. Helping to Create Attractive, Safe, Cohesive Communities*. Retrieved from <http://www.vtpi.org/tm/tm97.htm>.

County of Riverside (2010), “... courts of this state have long recognized that virtually all public improvement projects provide general benefits.” A route beginning or ending with a parcel within the District does not include the “general public” for purposes of determining general benefit. The landscaping improvements along the south side of Los Coches Creek and Berryessa Creek are local in nature, however even though they are intended primarily for localized access, there is some portion of pedestrian traffic that may not be accessing the adjacent properties. The landscaping improvements are located adjacent to the backyard of homes, and access is only available by walking or bicycling. There is no vehicular access to these improvements.

The Summary of Travel Trends, 2009 National Household Travel Survey (NHTS) prepared by the U.S. Department of Transportation Federal Highway Administration analyzed the number of person trips by various modes of transportations such as private vehicle, transit, walking or some other means of transportation. According to the Pacific Division data extracted from the 2009 NHTS database, of the annual 181,703 (in millions) total person trips, 21,252 (in millions) or 11.70% of those person trips were made by using walking as their mode of transportation, and 2,066 (in millions) or 1.14% of those person trips were made by bicycling<sup>5</sup>.

According to the U.S. Census Bureau (2010), the average household size in the City is 3.34 persons<sup>6</sup>. Based on this average household size, and considering there are 98 residential units within the District, there are approximately 327 people residing within the District boundaries. There are an estimated 163 residential units in close proximity, but outside of the District boundaries. Based on the City’s average household size, there are approximately 544 persons residing outside of the District boundaries, but have access to the landscaping improvements.

| Community                           | Estimated Number of Residential Units | Estimated Number of Persons <sup>(1)</sup> |
|-------------------------------------|---------------------------------------|--------------------------------------------|
| District                            | 98                                    | 327                                        |
| Sundrop Subdivision                 | 83                                    | 277                                        |
| Sinclair Renaissance Subdivision    | 80                                    | 267                                        |
| <b>Total Residential Population</b> | <b>261</b>                            | <b>871</b>                                 |

<sup>(1)</sup> U.S. Census Bureau (2010) average household size in the City is 3.34 persons.<sup>7</sup>

In order to determine the estimated total number of persons who are within close proximity to the landscaping improvements, and would utilize walking or bicycling as their mode of transportation, we applied the 12.84% (11.70% walking, 1.14% bicycling) of person trips reported from the NHTS Pacific Division study, to the total nearby residential population (871). There are approximately 112 people within close proximity of the District that utilize walking or bicycling as their mode of transportation.

In order to determine the portion of the 112 persons that reside within the District, we applied the 2009 NHTS walking trip percentage (12.84%) to the District population (327). Approximately 42 people within the

<sup>5</sup> U.S. Department of Transportation. Federal Highway Administration. (2011). Summary of Travel Trends: 2009 National Household Travel Survey. (Report No. FHWA-PL-11-022). Retrieved from <http://nhts.ornl.gov>

<sup>6</sup> U.S. Census Bureau. (2010). Profile of General Population and Housing Characteristics: 2010, 2010 Demographic Profile Data. Milpitas, C.A. Retrieved March 23, 2015, <http://quickfacts.census.gov/qfd/states/06/0647766.html>

<sup>7</sup> Ibid.

District boundaries use walking or bicycling as their primary mode of transportation. Therefore, the total surrounding neighborhood area population, located outside of the District boundaries, but in close proximity the landscaping improvements, that uses walking or bicycling as their primary mode of transportation is estimated to be 70 people.

| Community                              | Estimated Number of Persons |
|----------------------------------------|-----------------------------|
| District                               | 42                          |
| Sundrop Subdivision                    | 36                          |
| Sinclair Renaissance Subdivision       | 34                          |
| <b>Walking or Bicycling Population</b> | <b>112</b>                  |

In order to obtain a better picture of the overall level of general benefit provided by the landscaping improvements, the pedestrian traffic that utilizes walking or bicycling as the mode of transportation that will seek out and use the District improvements, but live outside of the District, must be considered. The 2009 NHTS further details the purposes of the reported walking (21,252 in millions) and bicycling (2,066 in millions) trips; based on the property types people entering the District would most likely do so for social or recreational activities.

The following details the number of walking and bicycling trips, based on the 2009 NHTS study, for each of the activities that are the most likely reasons people outside of the District would use the landscaping improvements:

| Trip Purpose        | Number of Walking or Bicycling Trips (in millions) |
|---------------------|----------------------------------------------------|
| Social/Recreational | 6,442                                              |
| <b>Total</b>        | <b>6,442</b>                                       |

Of the total number of walking and bicycling trips reported, 6,442 (in millions) or 27.63% are for purposes that persons outside of the District may use the landscaping improvements. Applying this percentage (27.63%) to the number of people walking or bicycling as their mode of transportation and that reside outside of the District (70), there are approximately 19 people (general benefit) that may use the landscaping improvements, but do not reside within the District. Taking the 19 people that may walk or bicycle, but reside outside of the District, divided by total residential population with access to the landscaping improvements (871), the estimated percentage of persons, engaging in what is considered general benefit because they do not reside within the District, represents 2.21%.

#### Los Coches Street and Sinclair Frontage Road

The City does not have a study showing traffic volume along Los Coches Street and Sinclair Frontage Road along the District boundaries. The portion of the maintained landscaping that is located along Los Coches Street and Sinclair Frontage Road provides some general benefit to pass-through traffic. Before the determination and allocation of the percentage of special and general benefit for the District can be made, the estimated pass-through traffic must be computed. The pass-through trips are vehicles driving along the



maintained streets within the District for a portion of their trips, but not living or conducting business in the District and benefiting from the landscaping improvements in place.

The Sundrop and Sinclair Renaissance residential communities are located directly across the street and next to the District, and vehicles entering and/or exiting these communities in all likelihood are passing by a portion of the landscaping improvements for a portion of their trip. In lieu of having a study that identifies the pass-through traffic, the estimated number of trips generated for each community has been calculated based on the number of units and average number of trips per dwelling unit.

| Community                        | Number of Residential Units <sup>(1)</sup> | Estimated Number of Daily Vehicle Trips <sup>(2)</sup> | % of Total Daily Vehicle Trips <sup>(3)</sup> |
|----------------------------------|--------------------------------------------|--------------------------------------------------------|-----------------------------------------------|
| District                         | 98                                         | 933.0                                                  | 44.34%                                        |
| Sundrop Subdivision              | 83                                         | 790.2                                                  | 37.56%                                        |
| Sinclair Renaissance Subdivision | 80                                         | 380.8                                                  | 18.10%                                        |
| <b>Total</b>                     | <b>261</b>                                 | <b>2,104.0</b>                                         | <b>100.00%</b>                                |

<sup>(1)</sup> Number of Residential Units is from the City's Approved Projects map.<sup>8</sup>

<sup>(2)</sup> Per the ITE Trip Generation Report a single family residence generates an average of 9.52 trips per dwelling unit.<sup>9</sup>

<sup>(3)</sup> Number of daily trips has been reduced by 50% to account for vehicles entering and exiting the community from the opposite direction on Sinclair Frontage Road, and not driving along the portion of Los Coches Street and Sinclair Frontage Road with landscaping improvements maintained by the District.

As detailed above, based on the average number of daily vehicle trips generated for the communities in close proximity to the District, 1,171 (55.66%) are generated by residential units located outside of the District (general benefit).

#### All Locations and Landscaping Improvements – Residential Pass-thru Benefit

The general benefit percentages determined in the previous sections for Los Coches Creek and Berryessa Creek (2.21%) and Los Coches Street and Sinclair Frontage Road (55.66%) were then applied to each corresponding location with landscaping improvements. The landscaping square footage being maintained by the District was provided by the City's Public Works Department. The general benefit percentage for each street type was multiplied by the total square footage being maintained for such street. The general benefit square footage was summed for all street segments and divided into the total square footage of all landscaping maintenance. The result is the combined general benefit percentage. The following table details this calculation.

| Street Name                        | Total Square Footage | General Benefit Percentage | General Benefit Square Footage |
|------------------------------------|----------------------|----------------------------|--------------------------------|
| Los Coches Creek                   | 4,572                | 2.21%                      | 101                            |
| Berryessa Creek                    | 21,025               | 2.21%                      | 465                            |
| Los Coches Street                  | 24,747               | 55.66%                     | 13,773                         |
| Sinclair Frontage                  | 2,568                | 55.66%                     | 1,429                          |
| <b>Totals:</b>                     | <b>52,912</b>        |                            | <b>15,768</b>                  |
| <b>Landscaping General Benefit</b> |                      |                            | <b>29.80%</b>                  |

<sup>8</sup> City of Milpitas. (2013). Approved Development Projects. Retrieved from [http://www.ci.milpitas.ca.gov/government/planning/proj\\_approved.asp](http://www.ci.milpitas.ca.gov/government/planning/proj_approved.asp)

<sup>9</sup> Trip Generation, 9<sup>th</sup> Edition: An Informational Report of the Institute of Transportation Engineers. (2012). Washington, DC: Institute of Transportation Engineers.

Based on the above calculations, the general benefit portion of the improved aesthetics and increased safety resulting from the landscaping improvements is estimated to be 29.80%.

#### Public at Large General Benefit

Given the location and nature of the improvements, it is very unlikely the public at large would seek out or use the landscaping improvements within the District. In addition, there are more direct routes to access the industrial complexes/businesses located to the south of the District than the 2 lane Los Coches Street and Sinclair Frontage Road. Nevertheless, it is perceivable that members of the public at large may pass-thru a portion of the landscaping improvements, even if it's lost or leisure traffic. As such, general benefit of 2.00% has been assigned for the landscaping improvements to the public at large.

#### **4.4.1 COLLECTIVE DISTRICT-WIDE GENERAL BENEFIT**

Since the District is comprised of improved aesthetics and increased safety benefits resulting from the collective landscaping improvements, the activity of both pedestrians and vehicles, and the public at large must be addressed in a collective form rather than independently. The sum of the calculated general benefits is the total general benefit related to all pass-thru traffic. This general benefit result is provided in the table below:

|                                       |               |
|---------------------------------------|---------------|
| Residential Pass-thru General Benefit | 29.80%        |
| Public at Large General Benefit       | 2.00%         |
| <b>Total General Benefit</b>          | <b>31.80%</b> |

The general benefit, which is the percentage of the total budget that must be funded through sources other than assessments, is 31.80%. The special benefit then, which is the percentage of the budget that may be funded by assessments, is 68.20%.

## 5. METHOD OF ASSESSMENT

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### 5.1 Method of Assessment Spread

All parcels in the District on which residential dwellings will be constructed specially benefit from the improvements to an equivalent extent. These parcels are therefore assessed on a per lot basis for the maintenance and operation of the District, including incidentals and appurtenances, and will include all the costs of maintenance and/or operating the improvements. As outlined in Section 4, the total amount of general benefit from the improvements is determined to be 31.80%.

The preliminary maximum assessment rate for Fiscal Year 2026/27 is \$605.63. The actual assessment rate levied on each taxable parcel for Fiscal Year 2026/27 is \$538.32.

Each year the maximum assessment rate shall be increased by the percentage change from April 1st of the prior year to April 1st of the current year by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Indexes, Pacific Cities and U.S. City Average, San Francisco-Oakland-Hayward. The April 1, 2026 CPI was not available at the time of writing of this report. For purposes of this report, the CPI increase was estimated by using the February 1, 2026 CPI.

## 5.2 Maximum Assessment Rates

The following table provides the historical maximum assessment rates for Fiscal Year 2000/01 through the current fiscal year:

| Fiscal Year | CPI     | Percentage Increase <sup>(1)</sup> | Maximum Rate |
|-------------|---------|------------------------------------|--------------|
| 2000/01     | 178.7   | N/A                                | \$292.803    |
| 2001/02     | 189.1   | 5.82%                              | 309.844      |
| 2002/03     | 193.0   | 2.06%                              | 316.234      |
| 2003/04     | 197.3   | 2.23%                              | 323.280      |
| 2004/05     | 198.3   | 0.51%                              | 324.918      |
| 2005/06     | 202.5   | 2.12%                              | 331.800      |
| 2006/07     | 208.9   | 3.16%                              | 342.286      |
| 2007/08     | 215.842 | 3.32%                              | 353.661      |
| 2008/09     | 222.074 | 2.89%                              | 363.872      |
| 2009/10     | 223.854 | 0.80%                              | 366.789      |
| 2010/11     | 227.697 | 1.72%                              | 373.086      |
| 2011/12     | 234.121 | 2.82%                              | 383.611      |
| 2012/13     | 238.985 | 2.08%                              | 391.581      |
| 2013/14     | 244.675 | 2.38%                              | 400.904      |
| 2014/15     | 251.495 | 2.79%                              | 412.079      |
| 2015/16     | 257.622 | 2.44%                              | 422.118      |
| 2016/17     | 264.565 | 2.70%                              | 433.494      |
| 2017/18     | 274.589 | 3.79%                              | 449.919      |
| 2018/19     | 283.422 | 3.22%                              | 464.392      |
| 2019/20     | 294.801 | 4.01%                              | 483.037      |
| 2020/21     | 298.074 | 1.11%                              | 488.400      |
| 2021/22     | 309.419 | 3.81%                              | 506.988      |
| 2022/23     | 324.878 | 5.00%                              | 532.318      |
| 2023/24     | 338.496 | 4.19%                              | 554.632      |
| 2024/25     | 351.247 | 3.77%                              | 575.524      |
| 2025/26     | 354.432 | 2.69%                              | 591.000      |
| 2026/27     | 363.211 | 2.48% <sup>(2)</sup>               | 605.639      |

<sup>(1)</sup> Percentage increase from April 1 of the prior year to April 1 of the current year in the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index, Pacific Cities and US City Average, San Francisco-Oakland-Hayward.

<sup>(2)</sup> The April 1, 2026 CPI was not available at the time of writing of this report. The Fiscal Year 202/26 CPI increase was estimated using the February 1, 2025 CPI.

## 5.3 Appeals

Any property owner who feels that the amount of their assessment is in error as a result of incorrect information being used to apply the foregoing method of spread, may file an appeal with the Finance Director of the City. Any such appeal is limited to correction of an assessment during the current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the Finance Director shall promptly review the information provided by the property owner and if he/she finds that the assessment should be modified, he/she shall have the authority to make the appropriate changes in the assessment roll. If any such changes are provided after the assessment roll has been filed with the County for collection, the Finance Director is authorized to refund to the property owner the amount of any approved reduction.

## APPENDIX A - ASSESSMENT DIAGRAM

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The following page provides a copy of the assessment diagram of the District.

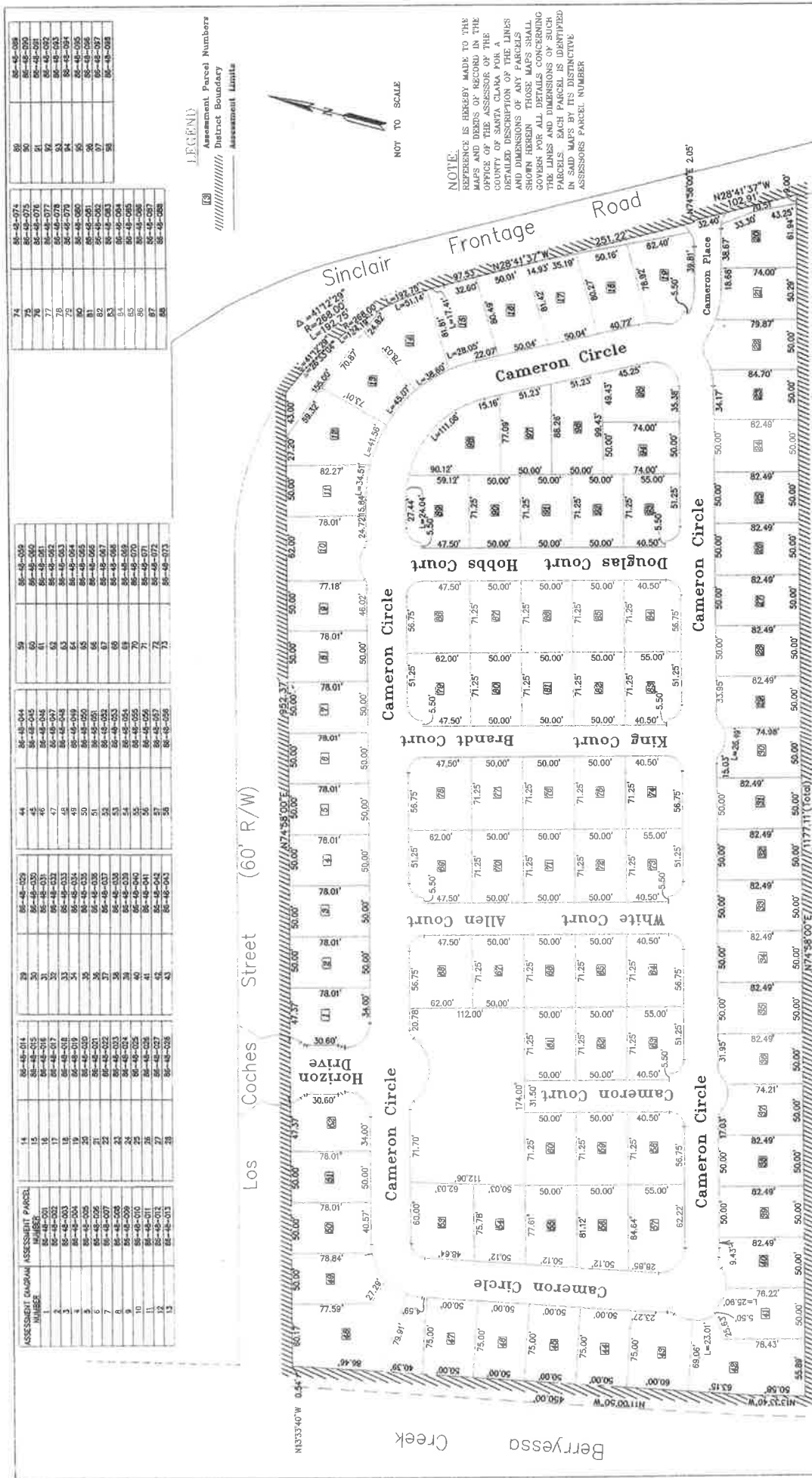


Figure 1

PART F

ASSESSMENT DIAGRAM  
 LANDSCAPING AND LIGHTING  
 MAINTENANCE ASSESSMENT DISTRICT  
 NO. 98-1

June 2011



MILPITAS CALIFORNIA

Filed in the Office of the City Clerk of the City of Milpitas, County of Santa Clara, State of California this 20th day of MAY, 2014.

*Mary Lavelle*  
 City Clerk of the City of Milpitas

An assessment was levied by the City Council of the City of Milpitas, County of Santa Clara, State of California on the lots, pieces and parcels of land shown on this assessment diagram. Said assessment was levied on the 3rd day of JUNE 2014. Said assessment diagram and the assessment roll were recorded in the Office of the City Clerk of the City of Milpitas, County of Santa Clara, State of California, on the 20th day of JUNE 2014. The assessment roll recorded in the Office of the Superintendent of Streets for the exact amount of each assessment levied against each parcel of land shown on this assessment diagram.

*Mary Lavelle*  
 City Clerk of the City of Milpitas

## APPENDIX B - ASSESSMENT ROLL

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Assessor's parcel identification, for each lot or parcel within the District, shall be based on the Santa Clara County Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of assessor's parcels assessed within the District for Fiscal Year 2026/27, along with the assessment amounts, is on file in the office of the City Clerk and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the Santa Clara County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the assessment amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

# City of Milpitas

## LLMAD No. 98-1

### Final Billing Detail Report for Fiscal Year 2026/27

| APN        | Assessment ID | Situs Address   | Fiscal Year 2026/27 Levy |
|------------|---------------|-----------------|--------------------------|
| 086-48-001 | 1             | 872 CAMERON CIR | \$538.32                 |
| 086-48-002 | 2             | 868 CAMERON CIR | 538.32                   |
| 086-48-003 | 3             | 864 CAMERON CIR | 538.32                   |
| 086-48-004 | 4             | 860 CAMERON CIR | 538.32                   |
| 086-48-005 | 5             | 856 CAMERON CIR | 538.32                   |
| 086-48-006 | 6             | 852 CAMERON CIR | 538.32                   |
| 086-48-007 | 7             | 848 CAMERON CIR | 538.32                   |
| 086-48-008 | 8             | 844 CAMERON CIR | 538.32                   |
| 086-48-009 | 9             | 840 CAMERON CIR | 538.32                   |
| 086-48-010 | 10            | 836 CAMERON CIR | 538.32                   |
| 086-48-011 | 11            | 832 CAMERON CIR | 538.32                   |
| 086-48-012 | 12            | 828 CAMERON CIR | 538.32                   |
| 086-48-013 | 13            | 824 CAMERON CIR | 538.32                   |
| 086-48-014 | 14            | 820 CAMERON CIR | 538.32                   |
| 086-48-015 | 15            | 816 CAMERON CIR | 538.32                   |
| 086-48-016 | 16            | 812 CAMERON CIR | 538.32                   |
| 086-48-017 | 17            | 808 CAMERON CIR | 538.32                   |
| 086-48-018 | 18            | 804 CAMERON CIR | 538.32                   |
| 086-48-019 | 19            | 800 CAMERON CIR | 538.32                   |
| 086-48-020 | 20            | 1004 CAMERON PL | 538.32                   |
| 086-48-021 | 21            | 1000 CAMERON PL | 538.32                   |
| 086-48-022 | 22            | 996 CAMERON PL  | 538.32                   |
| 086-48-023 | 23            | 992 CAMERON CIR | 538.32                   |
| 086-48-024 | 24            | 988 CAMERON CIR | 538.32                   |
| 086-48-025 | 25            | 984 CAMERON CIR | 538.32                   |
| 086-48-026 | 26            | 980 CAMERON CIR | 538.32                   |
| 086-48-027 | 27            | 976 CAMERON CIR | 538.32                   |
| 086-48-028 | 28            | 972 CAMERON CIR | 538.32                   |
| 086-48-029 | 29            | 968 CAMERON CIR | 538.32                   |
| 086-48-030 | 30            | 964 CAMERON CIR | 538.32                   |
| 086-48-031 | 31            | 960 CAMERON CIR | 538.32                   |
| 086-48-032 | 32            | 956 CAMERON CIR | 538.32                   |
| 086-48-033 | 33            | 952 CAMERON CIR | 538.32                   |
| 086-48-034 | 34            | 948 CAMERON CIR | 538.32                   |
| 086-48-035 | 35            | 944 CAMERON CIR | 538.32                   |
| 086-48-036 | 36            | 940 CAMERON CIR | 538.32                   |
| 086-48-037 | 37            | 936 CAMERON CIR | 538.32                   |
| 086-48-038 | 38            | 932 CAMERON CIR | 538.32                   |
| 086-48-039 | 39            | 928 CAMERON CIR | 538.32                   |
| 086-48-040 | 40            | 924 CAMERON CIR | 538.32                   |
| 086-48-041 | 41            | 920 CAMERON CIR | 538.32                   |
| 086-48-042 | 42            | 916 CAMERON CIR | 538.32                   |

Slight variances may occur due to rounding



**City of Milpitas**  
**LLMAD No. 98-1**  
**Final Billing Detail Report for Fiscal Year 2026/27**

| APN        | Assessment ID | Situs Address   | Fiscal Year 2026/27 Levy |
|------------|---------------|-----------------|--------------------------|
| 086-48-043 | 43            | 912 CAMERON CIR | 538.32                   |
| 086-48-044 | 44            | 908 CAMERON CIR | 538.32                   |
| 086-48-045 | 45            | 904 CAMERON CIR | 538.32                   |
| 086-48-046 | 46            | 900 CAMERON CIR | 538.32                   |
| 086-48-047 | 47            | 896 CAMERON CIR | 538.32                   |
| 086-48-048 | 48            | 892 CAMERON CIR | 538.32                   |
| 086-48-049 | 49            | 888 CAMERON CIR | 538.32                   |
| 086-48-050 | 50            | 884 CAMERON CIR | 538.32                   |
| 086-48-051 | 51            | 880 CAMERON CIR | 538.32                   |
| 086-48-052 | 52            | 876 CAMERON CIR | 538.32                   |
| 086-48-053 | 53            | 899 CAMERON CIR | 538.32                   |
| 086-48-054 | 54            | 903 CAMERON CIR | 538.32                   |
| 086-48-055 | 55            | 907 CAMERON CIR | 538.32                   |
| 086-48-056 | 56            | 911 CAMERON CIR | 538.32                   |
| 086-48-057 | 57            | 915 CAMERON CIR | 538.32                   |
| 086-48-058 | 58            | 211 CAMERON CT  | 538.32                   |
| 086-48-059 | 59            | 203 CAMERON CT  | 538.32                   |
| 086-48-060 | 60            | 195 CAMERON CT  | 538.32                   |
| 086-48-061 | 61            | 200 CAMERON CT  | 538.32                   |
| 086-48-062 | 62            | 208 CAMERON CT  | 538.32                   |
| 086-48-063 | 63            | 216 CAMERON CT  | 538.32                   |
| 086-48-064 | 64            | 207 WHITE CT    | 538.32                   |
| 086-48-065 | 65            | 199 WHITE CT    | 538.32                   |
| 086-48-066 | 66            | 191 WHITE CT    | 538.32                   |
| 086-48-067 | 67            | 183 ALLEN CT    | 538.32                   |
| 086-48-068 | 68            | 175 ALLEN CT    | 538.32                   |
| 086-48-069 | 69            | 180 ALLEN CT    | 538.32                   |
| 086-48-070 | 70            | 188 ALLEN CT    | 538.32                   |
| 086-48-071 | 71            | 196 WHITE CT    | 538.32                   |
| 086-48-072 | 72            | 204 WHITE CT    | 538.32                   |
| 086-48-073 | 73            | 212 WHITE CT    | 538.32                   |
| 086-48-074 | 74            | 203 KING CT     | 538.32                   |
| 086-48-075 | 75            | 195 KING CT     | 538.32                   |
| 086-48-076 | 76            | 187 KING CT     | 538.32                   |
| 086-48-077 | 77            | 179 BRANDT CT   | 538.32                   |
| 086-48-078 | 78            | 171 BRANDT CT   | 538.32                   |
| 086-48-079 | 79            | 176 BRANDT CT   | 538.32                   |
| 086-48-080 | 80            | 184 BRANDT CT   | 538.32                   |
| 086-48-081 | 81            | 192 KING CT     | 538.32                   |
| 086-48-082 | 82            | 200 KING CT     | 538.32                   |
| 086-48-083 | 83            | 208 KING CT     | 538.32                   |
| 086-48-084 | 84            | 199 DOUGLAS CT  | 538.32                   |

Slight variances may occur due to rounding

**City of Milpitas**  
**LLMAD No. 98-1**  
**Final Billing Detail Report for Fiscal Year 2026/27**

| APN        | Assessment ID | Situs Address   | Fiscal Year 2026/27 Levy |
|------------|---------------|-----------------|--------------------------|
| 086-48-085 | 85            | 191 DOUGLAS CT  | 538.32                   |
| 086-48-086 | 86            | 183 DOUGLAS CT  | 538.32                   |
| 086-48-087 | 87            | 175 HOBBS CT    | 538.32                   |
| 086-48-088 | 88            | 167 HOBBS CT    | 538.32                   |
| 086-48-089 | 89            | 174 HOBBS CT    | 538.32                   |
| 086-48-090 | 90            | 182 HOBBS CT    | 538.32                   |
| 086-48-091 | 91            | 190 DOUGLAS CT  | 538.32                   |
| 086-48-092 | 92            | 198 DOUGLAS CT  | 538.32                   |
| 086-48-093 | 93            | 206 DOUGLAS CT  | 538.32                   |
| 086-48-094 | 94            | 991 CAMERON CIR | 538.32                   |
| 086-48-095 | 95            | 995 CAMERON CIR | 538.32                   |
| 086-48-096 | 96            | 811 CAMERON CIR | 538.32                   |
| 086-48-097 | 97            | 815 CAMERON CIR | 538.32                   |
| 086-48-098 | 98            | 831 CAMERON CIR | 538.32                   |

**98 Accounts**

**\$52,755.36**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS  
APPROVING THE ANNUAL REPORT FOR THE LANDSCAPING AND  
LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 98-1 FOR FISCAL  
YEAR 2026/27**

**WHEREAS**, the City Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the “Act”) to establish the Landscaping and Lighting Maintenance Assessment District 98-1 (the “Assessment District”); and

**WHEREAS**, the City of Milpitas has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and the preparation and filing of and the report required pursuant to Section 22622 of the Act (the “Annual Report”); and

**WHEREAS**, the City Council has, by previous resolution, ordered NBS to prepare and file such Annual Report;

**WHEREAS**, NBS has prepared and filed such Annual Report with the City Clerk;

**WHEREAS**, all statutory and otherwise required prerequisites for the adoption of the Annual Report have occurred, including as specified in the Act.

**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. Approval of Report: The City Council hereby approves the Annual Report for the Assessment District concerning the levy of assessments as submitted by NBS for the fiscal year commencing July 1, 2026 and ending June 30, 2027.
3. The Assessment District exterior boundaries are as shown by a map filed in the office of the City Clerk, which map is made a part hereof by this reference.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

Suzanne Guzzetta, City Clerk

APPROVED:

---

Carmen Montano, Mayor

APPROVED AS TO FORM:

---

Christian M. Curtis, City Attorney

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 98-1 FOR FISCAL YEAR 2026/27**

**WHEREAS**, the City Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the “Act”) to establish the Landscaping and Lighting Maintenance Assessment District No. 98-1 (the “Assessment District”); and

**WHEREAS**, the City Council has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and the preparation and filing of the report required pursuant to Section 22622 of the Act (the “Annual Report”); and

**WHEREAS**, the City Council adopted a Resolution approving the Annual Report for the Assessment District for Fiscal Year 2026/27; and

**WHEREAS**, all statutory and otherwise required prerequisites for the issuance of a notice of intent to levy and collect assessments within the Assessment District have been met, including as specified in the Act.

**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. **Intention:** The City Council hereby declares its intention to levy and collect assessments within the Assessment District to pay the costs of the improvements for the fiscal year commencing July 1, 2026 and ending June 30, 2027. The City Council finds that the public’s best interest requires such action.
3. **Improvements:** The improvements within the Assessment District include, but are not limited to: operating, maintaining and servicing of all public landscaping improvements, consisting of landscaping and grass. Operating, maintaining and servicing costs include, but are not limited to: personnel, materials, electrical energy and water. Services provided include all necessary service, operations, administration, and maintenance required to keep the improvements in a healthy, vigorous, and satisfactory condition. A project renovating the landscape and irrigation improvements in the Assessment District was initiated in Fiscal Year 2021/22 and will be completed in Fiscal Year 2026-27.
4. **Assessment District Boundaries:** The boundaries of the Assessment District are as shown by the assessment diagram filed in the offices of the City Clerk, which map is made a part hereof by reference.
5. **Annual Report:** Reference is made to the Annual Report prepared by NBS, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the Assessment District and the zones therein, and the proposed assessments upon assessable lots and parcels of land within the Assessment District.
6. **Notice of Public Hearing:** The City Council hereby declares its intention to conduct a public hearing concerning the levy of assessments in accordance with Section 22629 of the Act. All objections to the assessment, if any, will be considered by the City Council. The public hearing will be held on **Tuesday, May 19, 2026 at 7:00 pm** or as soon thereafter as is feasible in the meeting place of the City Council

located at 455 E. Calaveras Boulevard, Milpitas, CA 95035. The City Council further orders the City Clerk to publish notice of this resolution in accordance with Section 22626(a) of the Act.

7. **Increase of Assessment:** The maximum assessment is not proposed to increase (as “increased assessment” is defined in Section 54954.6 of the Government Code) either because this ongoing annual assessment is imposed at the same or lower amount as the previous year or does not exceed the assessment formula or range of assessments previously approved by the voters in the area where the assessment is imposed.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Suzanne Guzzetta, City Clerk

\_\_\_\_\_  
Carmen Montano, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian M. Curtis, City Attorney



## CITY OF MILPITAS AGENDA REPORT (AR)

|                        |                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | <b>Adopt Resolutions Approving the Annual Engineer's Report and Declaring Its Intention to Levy and Collect Assessments, and Provide Notice of Public Hearing for Landscaping and Lighting Maintenance Assessment District No. 95-1 McCarthy Ranch (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)</b> |
| <b>Category:</b>       | Consent Calendar-Community Development                                                                                                                                                                                                                                                                                                                                             |
| <b>Meeting Date:</b>   | 4/21/2026                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Recommendation:</b> | (1) Adopt a resolution approving the Annual Engineer's Report; and (2) Adopt a resolution declaring its intention to levy and collect assessments and provide notice of public hearing to be held on May 19, 2026, for Landscaping and Lighting Maintenance Assessment District 95-1 McCarthy Ranch.                                                                               |

### **BACKGROUND:**

In 1995, the City Council completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (Act) to establish the Landscaping and Lighting Maintenance Assessment District 95-1 (LLMD 95-1 McCarthy Ranch).

LLMD 95-1 McCarthy Ranch provides for the maintenance and improvement of public landscaping, irrigation systems, pedestrian lighting, gateway columns and entry signs along North McCarthy Boulevard between State Route 237 and Dixon Landing Road and Ranch Drive in the areas as shown on the attached location map (Attachment A).

Staff retained the consulting firm NBS for the purpose of assisting with the annual levy assessment for LLMD 95-1 McCarthy Ranch, and the preparation and filing of the report required pursuant to Section 22622 of the Act (Annual Engineering Report).

### **ANALYSIS:**

Before the City Council may levy the annual assessments for LLMD 95-1 McCarthy Ranch, the Act requires the City Council to adopt a resolution approving the Annual Engineer's Report (Attachment B) evaluating the district landscape and lighting maintenance and improvement costs for Fiscal Year (FY) 2026-27. On [February 17, 2026](#), the City Council directed the City Engineer to prepare the Annual Engineer's Report, which is included in the City Council agenda packet. The proposed total assessment for FY2026-27 is \$0.03897 per lot square foot with an assessment rate not exceeding the maximum assessment rate of \$0.05864 per lot square foot. The FY2026-27 rate is approximately 2.28% higher than the previous fiscal year (FY2025-26) rate of \$0.0381 due to a combination of adjusting of expenses for material and utilities and accommodating cost of living increases for staff.

Staff recommends the City Council adopt Resolutions approving the Annual Engineering's Report (Attachment C), and declaring its intent to levy and collect an assessment and providing notice of a public hearing to be held on May 19, 2026, (Attachment D) for LLMD 95-1 McCarthy Ranch in Fiscal Year 2026-27.

### **PROJECT SCHEDULE/KEY MILESTONES**

Upon approval of the annual Engineer's Report and declaring its intention to levy and collect assessments, staff will conduct a public hearing and recommend City Council adopt a resolution confirming annual assessments and ordering the levy for the district on May 19, 2026.

**POLICY ALTERNATIVE(S):**

Alternative 1: Do not adopt the Resolutions for LLMD 95-1 McCarthy Ranch.

Pros: None.

Cons: If the City Council does not adopt the Resolutions according to Landscaping and Lighting Act of 1972, the City will be unable to collect assessments for LLMD 95-1 McCarthy Ranch.

Reason Not Recommended: Staff recommends approving the Resolutions in order to levy and collect assessments for fiscal year 2026-27 to allow for the continued maintenance and improvement of LLMD 95-1 McCarthy Ranch.

**FISCAL IMPACT:**

The levy and collection of assessments provide the City with the resources needed for ongoing maintenance and servicing of the improvements. The FY 2026-27 maintenance budget for the LLMD 95-1 is estimated to be \$468,800. The City maintains an operating reserve, not to exceed the estimated maintenance costs.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

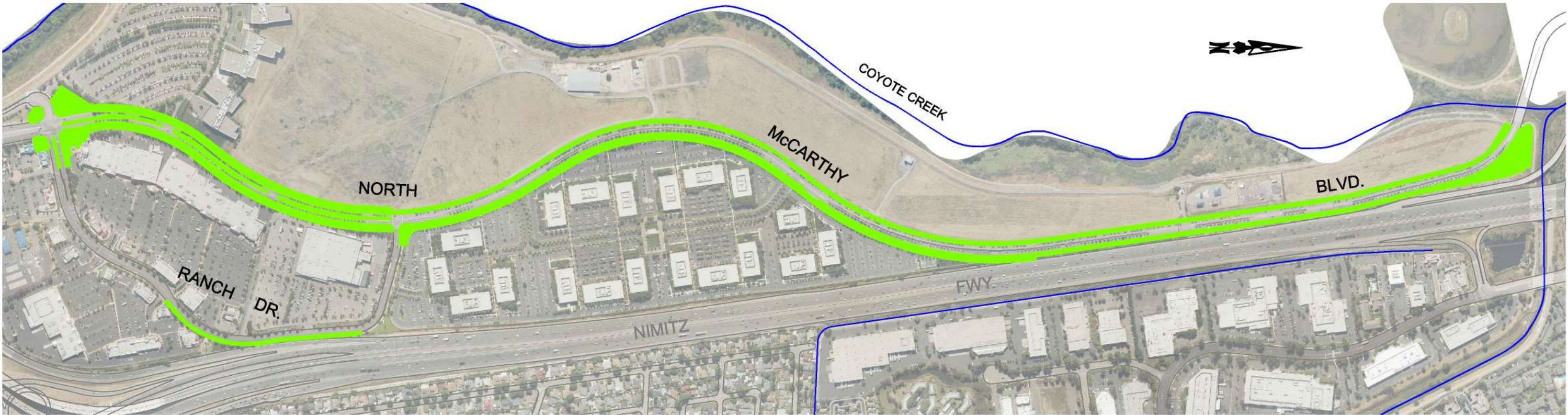
A levy and collection of assessments has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378. The action is a fiscal activity of the City government or an action to create a City government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378. To the extent the funds generated by this levy and collection would be used to fund any currently contemplated projects, such projects entail the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301.

**ATTACHMENT(S):**

- (a) Location Map
- (b) Engineer's Report for LLMD No. 95-1 McCarthy Ranch
- (c) Resolution Approving Annual Engineer's Report
- (d) Resolution Declaring Intention to Levy and Collect Assessments



CITY OF MILPITAS  
LANDSCAPING MAINTENANCE DISTRICT (LMD) 95-1  
(N.T.S.)



 2026-2027 FISCAL YEAR LANDSCAPE AREA FUNDED FOR MAINTENANCE

# CITY OF MILPITAS

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*Fiscal Year 2026/27 Engineer's Report For:*

**Landscaping and Lighting Maintenance  
Assessment District No. 95-1**

**May 2026**

**CITY OF MILPITAS**  
**LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 95-1**  
**455 East Calaveras Boulevard**  
**Milpitas, California 95035**  
**Phone (408) 586-3000**

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**CITY COUNCIL**

Carmen Montano, Mayor  
Gary Barbadillo, Vice Mayor  
Evelyn Chua, Council Member  
Hon Lien, Council Member  
William Lam, Council Member

**CITY STAFF**

Michael Silveira, PE, City Engineer  
Luz Cofresi-Howe, Finance Director/Risk Manager  
Christian Di Renzo, Public Works Director

**NBS**

Kristin Harvey, Client Success Ambassador  
Adina McCargo, Project Manager  
Jason Roth, Administrator

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# 1. ENGINEER'S LETTER

**WHEREAS**, in 1995, the City Council of the City of Milpitas (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act"), created the City of Milpitas Landscaping and Lighting Maintenance Assessment District No. 95-1 (the "District") in order to provide for the continued maintenance, operation, and administration of various improvements within the boundaries of the District; and

**WHEREAS**, the City Council has directed NBS to prepare and file a report for Fiscal Year 2026/27 in accordance with Chapter 1, Article 4 of the Act presenting plans and specifications describing the general nature, location, and extent of the improvements to be maintained; an estimate of the costs to maintain, operate, and service the improvements for the District for the referenced fiscal year; a diagram for the District showing the area and properties to be assessed; and an assessment of the estimated costs to maintain and service the improvements, stating the net amount to be assessed upon all assessable lots or parcels within the District in proportion to the special benefit received.

**NOW THEREFORE**, the following assessments have been calculated in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation, and are made to cover the portion of the estimated costs of maintenance, operation, and servicing of the improvements, to be paid by the assessable real property within the District in proportion to the special benefit received:

| District   | Parcels | 2026/27<br>Maximum Assessment<br>Rate per Lot Sq. Ft. <sup>(1)</sup> | 2026/27<br>Actual Assessment<br>Rate per Lot Sq. Ft. | 2026/27<br>Net Amount to be<br>Assessed <sup>(2)(3)</sup> |
|------------|---------|----------------------------------------------------------------------|------------------------------------------------------|-----------------------------------------------------------|
| LLMAD 95-1 | 45      | \$0.0586                                                             | \$0.03897                                            | \$459,672                                                 |

<sup>(1)</sup> The April 1, 2026 Consumer Price Index (CPI) provided by the U.S. Bureau of Labor Statistics was not available at the time of writing of this report. The Fiscal Year 2026/27 CPI increase was estimated using the February 1, 2026 CPI.

<sup>(2)</sup> Amounts placed on the tax roll include the 1% Santa Clara County Collection Fee.

<sup>(3)</sup> This amount is only an estimate and does not reflect the final billed amount with rounding adjustments. Refer to Section 7 for the rounded figure.

I identified all parcels which will have a special benefit conferred upon them from the improvements described in District's Plans and Specifications section of this Engineer's Report (the "Benefited Parcels") have been identified. For particulars as to the identification of said parcels, reference is made to the Assessment Diagram, a copy of which is on file in the office of the City Clerk.

I have assessed the costs and expenses of the improvements upon the Benefited Parcels. In making such assessment:

- The proportionate special benefit derived by each Benefited Parcel from the improvements was determined in relationship to the entirety of the maintenance costs of the improvements;
- No assessment has been imposed on any Benefited Parcel which exceeds the reasonable cost of the proportional special benefit conferred on such parcel from the improvements; and
- Any general benefits from the improvements have been separated from the special benefits and only special benefits have been assessed.

I, the undersigned, respectfully submit the enclosed Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagrams herein have been prepared and computed in accordance with the order of the City Council of the City of Milpitas, the Act, and Article XIIID.

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Michael Silveira, City Engineer



## 2. PLANS AND SPECIFICATIONS

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The District provides for the continued administration, maintenance, operation, and servicing of various improvements located within the public right-of-way and dedicated easements within the boundaries of the District.

### 2.1 Location of Improvements

The District is located on the west side of the City of Milpitas, bounded on the east by State Route 880, on the west by Coyote Creek, on the south by State Route 237, and on the north by Dixon Landing Road. The improvements maintained include public landscaping and irrigation improvements, including jogging paths, pedestrian lighting, gateway improvements, and entry signage, which are primarily situated within the public right-of-way and dedicated public easements within the District.

### 2.2 Landscaping Improvements

Landscaping, pedestrian lighting, gateway, and signage improvements were installed along the roadways and sidewalks within the District to enhance the overall visual appearance for adjacent parcels.

The improvements within the District consist of the maintenance and installation of any or all public landscaping and irrigation improvements adjacent to curbs of the following described streets, including jogging paths, planter walls, grass berms, pedestrian lighting and appurtenant irrigation systems, ornamental planting including lawns, shrubs, and trees; installation and maintenance of gateway columns and entry signs. Such maintenance includes all necessary repairs, replacements, water, electric current, spraying, care, supervision, debris removal and all other items of work necessary and incidental for property maintenance and operation thereof. The landscaping, irrigation, pedestrian lighting, gateway, and signage improvements are collectively referred to as “landscaping improvements.” All such work will be performed in the following areas:

#### 2.2.1 N. MCCARTHY BOULEVARD

1. A strip of land including an earth berm approximately 50 feet in width from face of each curb line, from the southerly connection with Ranch Drive northerly 2,400 feet, more or less, to the northerly connection with Ranch Drive. A strip of land including a grass berm approximately 35 feet in width, west of the face of westerly curb, along the West Side of N. McCarthy Boulevard, from the southerly connection with Ranch Drive, northerly 2,400 feet, more or less. The initial phase includes a strip of land 6 feet wide on the west side of McCarthy Boulevard.
2. Commencing at a location approximately 2,400 feet north of State Route 237 thence proceeding north to the northern boundary of Lands of N. McCarthy, 7,800 feet more or less, a strip of land approximately 27 to 34 feet in width on each side along the east and west sides of McCarthy Boulevard between the northerly connection with Ranch Drive and Dixon Landing Road.
3. A median island from the southerly intersection with Ranch Drive northerly to the intersection with Dixon Landing Road.

4. Gateway Improvements, at the southerly intersection of N. McCarthy Boulevard and Ranch Drive and southerly of Bridge No. 1 along N. McCarthy Boulevard, including curved stone planter walls, gateway columns with entry sign appurtenant mounding ornamental plantings including flat work, trees and ground cover, irrigation systems; all as shown on landscape plans.
5. Lighting costs in the District are limited to the supplemental pedestrian lights installed on the east side of McCarthy Boulevard between the two intersections at Ranch Drive and McCarthy Boulevard. The conventional lighting along McCarthy Boulevard is not included. There also exists decorative up-lighting for the Gateway Towers in other areas near the southern Ranch Drive intersection of McCarthy.

### **2.2.2 MILPITAS ENTRY SIGN**

1. City of Milpitas Entry Identification Sign along N. McCarthy Blvd., including walls, columns, lighting, and other appurtenances.

### **2.2.3 RANCH DRIVE**

1. Commencing at a Northerly location where the right-of-way of Ranch Drive is contiguous with the right-of-way of Interstate 880, thence southerly, a strip of land approximately 10 feet in width measured from the east face of curb of Ranch Drive, from the northerly connection with Interstate 880 and Ranch Drive, southerly 630 feet, more or less, thence 405 feet south to the southerly end of Gateway location, varying in width from 10 feet to 132 feet, more or less.
2. Gateway Improvements, at the southerly connection of Ranch Drive and Interstate 880, including curved stone planter walls, gateway columns with entry sign appurtenant mounding ornamental plantings including flat work, trees and ground cover, irrigation systems; all as shown on landscape plans (Part A), except the Shopping Center's Monument Sign. As mentioned above, there also exists decorative up-lighting for the Gateway Towers in other areas near the southern Ranch Drive intersection of McCarthy.

## **2.3 Capital Improvements**

In Fiscal Year 2021/22, the City initiated the design and construction of landscape and irrigation renovation on N. McCarthy Blvd. between State Route 237 and Dixon Landing Road and a portion of Ranch Drive. The landscape and irrigation renovation design has been completed and planting renovations will continue in 2026/27.

## **2.4 Overhead**

In addition to the costs of maintaining the improvements mentioned above, the City will incur costs for staff time and expenses related to the management and maintenance of the improvements within the District. Staff time includes oversight and coordination of both City and contractor provided services, annual tax roll preparation, and addressing property owner questions and concerns. These activities are directly related to the maintenance of the improvements, and without them the improvements could not be efficiently completed or properly maintained on an ongoing basis.



### 3. ESTIMATE OF COSTS

The estimated costs of maintenance and servicing of the improvements as described in the Plans and Specifications are summarized below.

#### 3.1 District Budget

The Fiscal Year 2026/27 estimated cost budget for the maintenance and servicing of the improvements is as follows:

| Description                                                 | Fiscal Year 2026/27 Budget |
|-------------------------------------------------------------|----------------------------|
| Maintenance Staff and Contract Services <sup>(1)</sup>      | \$388,800                  |
| Capital Equipment                                           | 0                          |
| Supplies                                                    | 15,000                     |
| Utilities (Water, Electricity)                              | 65,000                     |
| Reserve Fund                                                | 0                          |
| Capital Improvement Program                                 | 0                          |
| <b>Maintenance Costs</b>                                    | <b>\$468,800</b>           |
| NBS                                                         | \$5,380                    |
| City Staff District Administration                          | 4,520                      |
| County Auditor-Controller Fee <sup>(2)</sup>                | 4,600                      |
| <b>District Specific Costs</b>                              | <b>\$14,500</b>            |
| Total District Costs                                        | <b>\$483,300</b>           |
| General Benefit Contribution <sup>(3)</sup>                 | (23,628)                   |
| Operating Reserve Contribution                              | 0                          |
| <b>Net Amount to be Assessed</b>                            | <b>\$459,672</b>           |
| <b>Total District Square Footage<sup>(4)</sup></b>          | <b>11,794,540</b>          |
| <b>Rate per Square Foot<sup>(5)(6)</sup></b>                | <b>\$0.03897</b>           |
| <b>Maximum Rate Per Square Foot – 2026/27<sup>(7)</sup></b> | <b>\$0.05864</b>           |

<sup>(1)</sup> Fiscal Year 2026/27 Landscape Maintenance Contract Services includes Terracare and Irvine Company.

<sup>(2)</sup> County Auditor-Controller Fee is currently 1% of the total levy submittal amount.

<sup>(3)</sup> General Benefit Contribution is not applied to District Specific Costs, as these are special benefits to the District.

<sup>(4)</sup> Total District Square Footage includes a 50% reduction for Parcel 5-7 (Sewer Main Pump Station) and Parcel 5-3C (Storm Pump Station).

<sup>(5)</sup> The Rate per Square Foot equals the Net Amount to be Assessed / Total District Square Footage.

<sup>(6)</sup> The assessed rate cannot exceed the maximum rate.

<sup>(7)</sup> The April 1, 2026 CPI was not available at the time of writing of this report. The Fiscal Year 2026/27 CPI increase was estimated by using the February 1, 2026 CPI.

### 3.1.1 OPERATING RESERVE

It is the intent of the City to maintain an operating reserve which shall not exceed the estimated costs of maintenance and servicing of the improvements prior to December 10 of the fiscal year, or when the City expects to receive its apportionment of special assessments from the County, whichever is later. The operating reserve balance information for the District is as follows:

|                                                                              |                  |
|------------------------------------------------------------------------------|------------------|
| Estimated Fiscal Year Ending 6/30/2026 Operating Reserve Cash Balance        | \$333,345        |
| Operating Reserve Collection for Fiscal Year 2026/27                         | 0                |
| <b>Estimated Fiscal Year Ending 6/30/2027 Operating Reserve Cash Balance</b> | <b>\$333,345</b> |

### 3.1.2 CAPITAL IMPROVEMENT BUDGET

The City completed the replacement of the irrigation controllers and repairs of the irrigation system on N. McCarthy Blvd. (between State Route 237 and Dixon Landing Road) and a portion of Ranch Drive. The City also installed planting in the median on Ranch Drive at the intersection of N. McCarthy Blvd. Planting renovations will continue in 2026/2027. As of March 20, 2026, the balance available for the Capital Improvement Project is \$328,033.88. The City will utilize these funds, along with an annual collection of \$75,000 via the District from Fiscal Year 2024/25 to Fiscal Year 2028/29, to finance the work.

## 4. SPECIAL AND GENERAL BENEFIT

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The improvements defined in Section 2 are expected to confer certain special benefits to parcels within the District. The special benefits are described in this section. Figures in this section are derived from a Special v. General Benefit Analysis performed in Fiscal Year 2020/21.

### 4.1 Identification of Benefit

Section 4 of Article XIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them and upon which an assessment will be imposed, the local agency must next “separate the general benefits from the special benefits conferred,” and only the special benefits can be included in the amount of the assessments imposed.

### 4.2 Special Benefits Identified

The improvements described in Section 2 are expected to confer certain special benefits to parcels within the District. The special benefits conferred to property within the District can be grouped into three primary benefit categories: aesthetic benefit, safety benefit, and economic benefit. The three District benefit categories are further expanded upon below.

- **Improved Aesthetics:** The aesthetic benefit relates to the increase in the overall aesthetics as a result of the ongoing maintenance, servicing, and operation of the improvements within the District. The landscaping improvements enhance the overall image and desirability of the properties within the District. Street landscaping improvements improve the livability, commercial activity, appearance, and desirability for properties within the District. Regular maintenance ensures that the improvements do not reach a state of deterioration or disrepair, so as to be materially detrimental to properties adjacent to or in close proximity to the improvements. The overall appeal of the District is enhanced when improvements are in place and kept in a healthy and satisfactory condition. Conversely, appeal decreases when improvements are not well-maintained, unsafe, or destroyed by the elements or vandalism. Streetscapes have a significant effect on how people view and interact with their community.<sup>1</sup> With streetscapes that are safe and inviting, people are more likely to walk, which can help reduce automobile traffic, improve public health, stimulate local economic activity, and attract residents and visitors to the community.<sup>2</sup>
- **Increased Safety:** Well-maintained areas mitigate crime, especially vandalism, and enhance pedestrian safety. A recent study found that after landscape improvements were installed, there was a 46% decrease in crash rates across urban arterial and highway sites and a second study reviewed found a 5% to 20% reduction in mid-block crashes after trees and planters in urban arterial roads were put in place. In addition, there is less graffiti, vandalism, and littering in outdoor spaces with natural landscapes than in comparable plant-less spaces.<sup>3</sup> The Victoria Transport

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<sup>1</sup> Victoria Transport Policy Institute. (2011). *Community Livability. Helping to Create Attractive, Safe, Cohesive Communities*. Retrieved from <http://www.vtpi.org/tdm/tdm97.htm>.

<sup>2</sup> Ibid.

<sup>3</sup> Wolf, Kathleen L. (2010). *Safe Streets – A Literature Review*. In: *Green Cities: Good Health* ([www.greenhealth.washington.edu](http://www.greenhealth.washington.edu)). College of the Environment, University of Washington.

Policy Institute has found that streetscapes reduce traffic speeds and when combined with improved pedestrian crossing conditions can significantly reduce collisions.<sup>4</sup>

- **Economic Activity:** Well-maintained street landscape improvements not only make adjacent properties appear more stable and prosperous but can spur investment in the property. The National Complete Streets Coalition notes that street design that is inclusive of all modes of transportation, where appropriate, not only improves conditions for existing businesses, but also is a proven method for revitalizing an area and attracting new development.<sup>5</sup> Landscaped sidewalks create an inviting place for customers to shop and do business.<sup>6</sup> Well-maintained and safe District areas will encourage an increase in the overall pedestrian activity. The area will become more pedestrian friendly, thus improving the retail environment by encouraging individuals to shop, dine, and stay within the District boundaries. The District will provide a cleaner more inviting environment to businesses and consumers which will attract, retain and expand the retail and business climate throughout. The effort will reduce vacancy rates and increase lease rates and utilization of property within the District.

### 4.3 General Benefits Identified

Section 4 of Article XIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them and upon which an assessment will be imposed, the local agency must next “separate the general benefits from the special benefits conferred,” and only the special benefits can be included in the amount of the assessments imposed.

General benefit is an overall and similar benefit to the public at large resulting from the maintenance of the District’s improvements provided by the assessments levied. The improvements to be maintained by the District are located within the District boundaries only. There will be no District maintenance activities provided for improvements located outside of the District boundaries.

The ongoing maintenance of the District improvements will provide aesthetic, safety and economic activity benefits to the property within the District. However, it is recognized that the ongoing maintenance activities will also provide a level of benefit to some property within proximity to the District, as well as individuals passing through. Therefore, the general benefit created as a result of the District maintenance activities has been considered.

### 4.4 Quantification of Benefit

As a result of the maintenance and operation of the improvements, there will be a level of general benefit to people that do not work or intend to conduct business within the District. In order for property within the District to be assessed only for that portion of special benefits received from the District’s maintenance

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<sup>4</sup> Victoria Transport Policy Institute. (2011). *Community Livability. Helping to Create Attractive, Safe, Cohesive Communities*. Retrieved from <http://www.vtpi.org/tdm/tdm97.htm>.

<sup>5</sup> Pugliese, Philip. (2008). *Complete Streets provide all the elements of multi-modal transportation*. Retrieved from <http://www.americantrails.org/resources/trans/completestreets08.html>

<sup>6</sup> U.S Department of Transportation. Federal Highway Administration. (2001). *Designing Sidewalks and Trails for Access, Part II of II: Best Practices Design Guide*. Retrieved from [http://www.fhwa.dot.gov/environment/bicycle\\_pedestrian/publications/sidewalk2/](http://www.fhwa.dot.gov/environment/bicycle_pedestrian/publications/sidewalk2/)

activities, general benefits provided by the ongoing maintenance of the improvements need to be quantified. The amount of general benefit that is provided from the District's maintenance activities cannot be funded via property owners' assessments.

Based upon the City's General Plan, the streets within the City are classified into one of the following categories: freeway, expressway, arterial, collector or local streets. The landscaping improvements are primarily located along N McCarthy Boulevard and Ranch Drive and situated within the public rights-of-way. The portion of the maintained landscaping that is located along N McCarthy Boulevard (classified as an arterial street) provides some general benefit to pass-through traffic.

Arterial streets are intended to provide a higher degree of mobility and generally serve longer vehicle trips. The landscape improvements within the District boundaries not only serve the parcels in the immediate vicinity, but persons who live outside of the District and are passing by. The City's most recent traffic study<sup>7</sup> completed in 2016 does not identify the percentage of traffic, which is pass-through traffic, but it does provide an estimated number of daily trips for N McCarthy Boulevard at the entrance of the District. However, the daily trip count estimate is lower than the trip count utilized in the 2015 findings report. This would not be expected with the increase in development to this area. Therefore, In the absence of a more recent reading of traffic along N. McCarthy Boulevard, the 2015 average number of daily trips of 35,050 per the General Plan has been utilized for the base trip count.

In order to account for the estimated increase in daily average trips as a result of the increased development, the City commissioned a traffic study for each new development. Per the traffic studies, it is estimated there will be an increase of 9,156 average daily trips. Adding this increase to the 35,050 previously identified above, the estimated number of average vehicles per day is 44,206 as shown below.

| Street Name                                           | Average Number of Vehicles per Day |
|-------------------------------------------------------|------------------------------------|
| N McCarthy Boulevard – between SR 237 and Ranch Drive | 44,206                             |

Before the determination and allocation of the percentage of special and general benefit for the District can be made, the estimated pass-through traffic must be computed. The pass-through trips are vehicles driving along the maintained streets for a portion of their trips, but not working, shopping or conducting business in the District or benefiting from the landscaping improvements in place.

Research consistently shows that developments with multiple land uses that make walking safe and convenient and are near other development, allow residents and workers to drive significantly less if they choose. While this District is not a mixed-use development, there are multiple land uses adjacent to one another. Therefore, treating this development area as though the uses were separated and accessible only by car would result in inflated trip counts in comparison to conventional, single-use developments.

In lieu of having a comprehensive traffic study that identifies the pass-through traffic, the estimated number of special benefit trips for each parcel has been determined using the average daily trips according

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<sup>7</sup> City of Milpitas. (2016 Traffic Study). Retrieved from City's Assistant Traffic Engineer

to the ITE Trip Generation Report, 9<sup>th</sup> Edition<sup>8</sup> and the 2010 NCHRP Report 684 Enhancing Trip Capture Estimation for Mixed-use Developments<sup>9</sup>.

Utilizing the ITE Trip Generation Report, each parcel within the District was assigned an average daily number of special benefit trips using the parcel's land use, building size or number of units. Further, to ensure the number of trips generated by the parcels has not been overstated, the percentage of total trips that are made internally within the development has been considered. Using the 2010 NCHRP Report 684 Enhancing Trip Capture Estimation for Mixed-Use Developments, the total special benefit trips have been reduced by approximately 31% (19,258 trips) to account for internal trips between the various businesses within the District. The total number of special benefit trips is therefore 42,864 as shown below.

| Property Type                                         | Combined Trip Generations |
|-------------------------------------------------------|---------------------------|
| Retail (ITE Land Uses 815, 820, 869)                  | 24,978.76                 |
| Office (ITE Land Uses 710, 714, 750)                  | 15,832.41                 |
| Industrial/Warehousing (ITE Land Uses 140, 150, 151)  | 8,660.43                  |
| Fast-Food Restaurant w/ drive thru (ITE Land Use 934) | 3,925.30                  |
| Gas Station (ITE Land Use 945)                        | 3,758.16                  |
| Restaurant (ITE Land Uses 931, 932)                   | 3,710.03                  |
| Hotel (ITE Land Use 310)                              | 1,256.82                  |
| <b>Total Trips</b>                                    | <b>62,121.92</b>          |
| Internal Trip Reduction <sup>1</sup>                  | (19,257.79)               |
| <b>Total Adjusted Special Benefit Trips</b>           | <b>42,864.12</b>          |

(1) The internal trip rate percentage was calculated by using the NCHRP 684 Internal Rate Capture Estimation Tool.<sup>10</sup>

The total of all special benefit trips was removed from the average number of vehicles per day traveling within the District to estimate the number of pass-through trips daily.

| Street Name    | Average Number of Vehicles per Day | Less: Estimated Special Benefit Trips | Estimated Number of Pass Through Trips | Estimated % General Benefit |
|----------------|------------------------------------|---------------------------------------|----------------------------------------|-----------------------------|
| McCarthy Blvd. | 44,206                             | 42,864                                | 1,342                                  | 3.04%                       |

Based on the above calculations, the general benefit portion of the improved aesthetics, increased safety, and economic activity benefits resulting from the landscaping improvements is estimated to be 3.04%.

|                                   |       |
|-----------------------------------|-------|
| Pass-thru Vehicle General Benefit | 3.04% |
|-----------------------------------|-------|

<sup>8</sup> Trip Generation, 9<sup>th</sup> Edition: An Informational Report of the Institute of Transportation Engineers. (2012) Washington, DC: Institute of Transportation Engineers.

<sup>9</sup> Bochner, Brian S., Hooper, Kevin, Sperry, Benjamin and Dunphy, Robert. National Cooperative Highway Research Program, Transportation Research Board of National Academies (2011). NCHRP Report 684 Enhancing Trip Capture Estimation for Mixed-Use Developments. Retrieved from [onlinepubs.trb.org/onlinepubs/nchrp/nchrp\\_rpt\\_684.pdf](http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp_rpt_684.pdf)

<sup>10</sup> Ibid.

The commonly accepted distance people will walk for public transportation, goods and services is one-quarter mile.<sup>11</sup> However, based on the location of the District, and given that it is bounded by State Route 880 and 237, and Coyote Creek, there is not an efficient or practical means of walking into the District. Although unlikely, a person may decide to use the paths within the District, and as such the general benefit portion of the improved aesthetics, increased safety, and economic activity benefits resulting from the landscaping improvements is estimated to be 1.00%.

|                                   |       |
|-----------------------------------|-------|
| Pass-thru Walking General Benefit | 1.00% |
|-----------------------------------|-------|

An estimated 1% of all US trips are made by bicycle<sup>12</sup>. Although the District is bounded by State Route 880 and 237, and Coyote Creek, there is a bike lane on N McCarthy Boulevard and a bike path along Coyote Creek<sup>13</sup>. According to the National Household Travel Surveys, 49% of bike trips are for recreation, exercise, and sports<sup>14</sup>. As result of the District maintenance activities, there will be a level of general benefit to bicycle traffic that is not associated with property in the District. As such the general benefit portion of the improved aesthetics, increased safety, and economic activity benefits resulting from the landscaping improvements is estimated to be .50%, rounded up to 1.00%.

|                                  |       |
|----------------------------------|-------|
| Pass-thru Biking General Benefit | 1.00% |
|----------------------------------|-------|

#### **Collective District-Wide General Benefit**

Since the District is comprised of improved aesthetics, safety, and economic activity benefits resulting from the collective landscaping improvements, the activity of both pedestrians and vehicles must be addressed in a collective form rather than independently. The sum of the calculated general benefits is the total general benefit related to vehicle, walking, and biking pass-thru traffic. This general benefit result is provided in the table below:

|                                   |              |
|-----------------------------------|--------------|
| Pass-thru Vehicle General Benefit | 3.04%        |
| Pass-thru Walking General Benefit | 1.00%        |
| Pass-thru Biking General Benefit  | 1.00%        |
| <b>Total General Benefit</b>      | <b>5.04%</b> |

The general benefit, which is the percentage of the total budget that must be funded through sources other than assessments, is 5.04%. The special benefit then, which is the percentage of the budget that may be funded by assessments, is 95.00%. **This general benefit percentage is in line with the level of general benefit determined by the assessment engineer at formation of the District (less than 10%).**

<sup>11</sup> Walkscore. (2014). *Walk Score Methodology*. Retrieved from <http://www.walkscore.com/methodology.shtml>

<sup>12</sup> U.S Department of Transportation. Federal Highway Administration. (2011). *Summary of Travel Trends: 2009 National Household Travel Survey*. (Report No. FHWA-PL-11-022). Retrieved from <http://nhts.ornl.gov>

<sup>13</sup> City of Milpitas. (2002). *General Plan*. Retrieved from <http://www.ci.milpitas.ca.gov>

<sup>14</sup> Pucher, J., Buehler R., Meron, F., and Bauman, A. *American Journals of Public Health, Supplement 1, Vol 101, No S1 (2011). Walking and Cycling in the United States, 2001-2009: Evidence from the National Household Travel Surveys*. Retrieved from <http://www.ncbi.nlm.nih.gov/pubmed/21551387>

## 4.5 Special Benefit Trips

The detailed breakdown of the estimated special benefit trips for each parcel in the District is shown in the following table.

| Assmt ID | Assessor's Parcel Number  | Land Use Description                       | Acreage | Gross Leasable Area | Average Trip Rate <sup>1</sup> | Estimated # of Daily Special Benefit Trips <sup>2</sup> |
|----------|---------------------------|--------------------------------------------|---------|---------------------|--------------------------------|---------------------------------------------------------|
| 1-1A-1   | 022-54-016                | 710 - General office                       | 1.05    | 8,500               | 11.03                          | 93.76                                                   |
| 1-1A-2   | 022-54-017 <sup>(3)</sup> | 310 – Hotel                                | 3.29    | 83,310              | 8.17                           | 680.64                                                  |
| 1-1A-3   | 022-54-018 <sup>(3)</sup> | 310 – Hotel                                | 2.31    | 70,524              | 8.17                           | 576.18                                                  |
| 1-1A-4   | 022-54-019                | 934 - Fast Food                            | 0.19    | 0.00                | 496.12                         | 0.00                                                    |
| 1-1B     | 022-54-008                | 934 - Fast Food                            | 0.78    | 2,912               | 496.12                         | 1,444.70                                                |
| 1-2      | 022-54-002                | 820 - Shopping Center                      | 0.58    | 5,600               | 42.70                          | 239.12                                                  |
| 1-3      | 022-54-003                | 932 - High Vol. Restaurant                 | 1.02    | 5,465               | 127.15                         | 694.87                                                  |
| 1-4A     | 022-54-009                | 869 - Home Superstore                      | 8.47    | 86,250              | 20.00                          | 1,725.00                                                |
| 1-4B     | 022-54-012                | 820 - Shopping Center                      | 3.02    | 15,000              | 42.70                          | 640.50                                                  |
| 1-4C     | 022-54-013                | 820 - Shopping Center                      | 0.23    | 10,000              | 42.70                          | 427.00                                                  |
| 1-4D     | 022-54-015                | 931 - Quality Restaurant                   | 1.78    | 8,285               | 89.95                          | 745.24                                                  |
| 1-4E     | 022-54-014                | 932 - High Vol. Restaurant                 | 0.64    | 3,710               | 127.15                         | 471.73                                                  |
| 1-4F     | 022-54-011                | 820 - Shopping Center                      | 1.31    | 9,100               | 42.70                          | 388.57                                                  |
| 1-4G     | 022-54-010                | 931 - Quality Restaurant                   | 1.03    | 7,476               | 89.95                          | 672.47                                                  |
| 2-1      | 022-53-001                | 931 - Quality Restaurant                   | 0.75    | 6,500               | 89.95                          | 584.68                                                  |
| 2-2      | 022-53-002                | 820 - Shopping Center                      | 1.23    | 15,020              | 42.70                          | 641.35                                                  |
| 2-3      | 022-53-003                | 820 - Shopping Center                      | 0.76    | 12,000              | 42.70                          | 512.40                                                  |
| 2-4      | 022-53-004                | 934 - Fast Food                            | 0.6     | 2,000               | 496.12                         | 992.24                                                  |
| 2-5      | 022-53-005                | 934 - Fast Food                            | 0.74    | 3,000               | 496.12                         | 1,488.36                                                |
| 2-6      | 022-53-006                | 820 – Shopping Center                      | 1.19    | 51,250              | 45.04                          | 2,308.30                                                |
| 2-7      | 022-53-007                | 820 - Shopping Center                      | 21.92   | 187,134             | 42.70                          | 7,990.62                                                |
| 3        | 022-29-016                | 815 - Discount Superstore                  | 14.56   | 125,000             | 50.75                          | 6,343.75                                                |
| 4-1A-1   | 022-56-005                | 714 - Corp Headquarters                    | 2.04    | 115,753             | 7.98                           | 923.71                                                  |
| 4-1A-2   | 022-56-006                | 714 - Corp Headquarters                    | 2.06    | 174,483             | 7.98                           | 1,392.37                                                |
| 4-1A-3   | 022-56-007                | 714 - Corp Headquarters                    | 2.07    | 174,483             | 7.98                           | 1,392.37                                                |
| 4-1A-4   | 022-56-008                | Undeveloped                                | 34.52   | -                   | -                              | -                                                       |
| 4-1A-5   | 022-56-009                | Parking Lot                                | 24.32   | -                   | -                              | -                                                       |
| 4-1B     | 022-29-037                | Undeveloped                                | 6       | -                   | -                              | -                                                       |
| 5-1A-1   | 022-29-034                | 750 - Office Park                          | 36.49   | 572,660             | 11.42                          | 6,539.78                                                |
| 5-2A-1   | 022-29-035                | 750 - Office Park                          | 31.31   | 480,772             | 11.42                          | 5,490.42                                                |
| 5-3A-1   | 022-29-040                | 150 – Warehousing/710 General Office       | 15.55   | 313,978             | 8.87                           | 2,784.67                                                |
| 5-3A-2   | 022-29-041                | 931 – Quality Restaurant                   | 0.14    | 6,015               | 89.95                          | 541.05                                                  |
| 5-3A-3   | 022-29-042                | 150 – Warehousing/710 General Office       | 6.94    | 136,632             | 8.87                           | 1,211.79                                                |
| 5-3A-4   | 022-29-043                | 150 – Warehousing/710 General Office       | 7.36    | 122,208             | 8.87                           | 1,083.86                                                |
| 5-3A-5   | 022-29-044                | 140 - Manufacturing and 710 General Office | 7.73    | 131,331             | 8.87                           | 1,164.77                                                |
| 5-3B-1A  | 022-30-054                | 140 - Manufacturing and 710 General Office | 5.63    | 99,576              | 8.87                           | 883.14                                                  |
| 5-3B-2   | 022-30-038                | Undeveloped                                | 10      | -                   | -                              | -                                                       |
| 5-3B-3   | 022-30-039                | Undeveloped                                | 5       | -                   | -                              | -                                                       |
| 5-3C     | 022-30-035 <sup>4</sup>   | Pump Station                               | 0.19    | -                   | -                              | 1.00                                                    |



| Assmt ID                                           | Assessor's Parcel Number | Land Use Description           | Acreage | Gross Leasable Area | Average Trip Rate <sup>1</sup> | Estimated # of Daily Special Benefit Trips <sup>2</sup> |
|----------------------------------------------------|--------------------------|--------------------------------|---------|---------------------|--------------------------------|---------------------------------------------------------|
| 5-5A-1                                             | 022-30-055               | 815 - Discount Superstore      | 5.6     | 74,131              | 50.75                          | 3,762.15                                                |
| 5-5A-2                                             | 022-30-056               | 915 – Gasoline/Service Station | 0.59    | 3,182               | 1,181.07                       | 3,758.16                                                |
| 5-5A-3                                             | 022-30-057               | 151 – Mini-Warehouse           | 3.15    | 114,707             | 13.34                          | 1,530.19                                                |
| 5-6                                                | 022-30-041               | Open Space                     | 0       | -                   | -                              | -                                                       |
| 5-7                                                | 022-30-049 <sup>4</sup>  | Sewer Pump Station             | 9.12    | 8,500               | 11.03                          | 1.00                                                    |
| <b>Total Estimated Daily Special Benefit Trips</b> |                          |                                |         |                     |                                | <b>62,121.92</b>                                        |
| Internal Trip Reduction <sup>5</sup>               |                          |                                |         |                     |                                | (19,257.79)                                             |
| <b>Total Special Benefit Trips</b>                 |                          |                                |         |                     |                                | <b>42,864.12</b>                                        |

(1) Average Trip Rate per Day is from the Institute of Traffic Engineer's, Trip Generation Report. <sup>15</sup>

(2) Average Number of Special Benefit Trips per Day is the Average Trip Rate times each 1,000 square feet of gross leasable area.

(3) Average Number of Special Benefit Trips per Day is the Average Trip Rate times number of hotel rooms for this parcel.

(4) Pump Station trips are an estimate.

(5) The internal trip rate percentage was calculated by using the NCHRP 684 Internal Rate Capture Estimation Tool. <sup>16</sup>

<sup>15</sup> Trip Generation, 9<sup>th</sup> Edition: An Informational Report of the Institute of Transportation Engineers. (2012) Washington, DC: Institute of Transportation Engineers.

<sup>16</sup> Bochner, Brian S., Hooper, Kevin, Sperry, Benjamin and Dunphy, Robert. National Cooperative Highway Research Program, Transportation Research Board of National Academies (2011). NCHRP Report 684 Enhancing Trip Capture Estimation for Mixed-Use Developments. Retrieved from [onlinepubs.trb.org/onlinepubs/nchrp/nchrp\\_rpt\\_684.pdf](http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp_rpt_684.pdf)

## 5. METHOD OF ASSESSMENT

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### 5.1 Introduction

The special benefits that accrue to the properties in the District are limited to those properties that abut an improved public street or which have been obligated by issuance of bonds for necessary public improvements (the “Benefited Parcels”). Other properties in the District receive only a general benefit from the work of the improvements, and there is also some general benefit that accrues to the community as a whole. As outlined in Section 4, the total amount of general benefit from the improvements is determined to be 5.04%.

The Benefited Parcels receive a special benefit proportionate to their net acreage and thus they are assessed on the basis of total net acreage for all costs associated with the maintenance and installation of the District’s improvements, with the following exceptions:

- Of the 9.12 acres of parcel 022-30-049 (sewer pump station), 5.51 acres is the pump station and is not assessable. The remaining 3.61 acres does not benefit from landscaping as much as other Benefited Parcels because it is dedicated to municipal sanitary sewer and storm facilities use and will not otherwise be developed. Therefore, it is assigned a special benefit equal to 50% of other Benefited Parcels.
- Parcel 022-30-035 (storm pump station) does not benefit from landscaping as much as other Benefited Parcels because it is dedicated to municipal sanitary sewer and storm facilities use and will not otherwise be developed. Therefore, it is assigned a special benefit equal to 50% of other Benefited Parcels.
- Parcel 022-29-037 and parcel 022-30-041 are dedicated to open space and therefore do not receive special benefit from the maintenance and improvements.

### 5.2 Method of Assessment Spread

The amount of assessment levied on each Benefited Parcel in the District, for Fiscal Year 2026/27, is \$0.03897 per square foot. The assessment rate was determined by taking the Fiscal Year 2026/27 Net Amount to be assessed (\$459,672) divided by the total net square footage of the District (11,794,540 sq. ft.).

The maximum assessment rate for Fiscal Year 2026/27 is approximately \$0.0586, which is a preliminary number. Each year the maximum assessment rate per square foot is increased by the percentage change from April 1<sup>st</sup> of the prior year to April 1<sup>st</sup> of the current year in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Indexes, Pacific Cities and U.S. City Average, San Francisco-Oakland-Hayward. The April 1, 2026 CPI was not available at the time of writing of this report. For purposes of this report, the CPI increase was estimated by using the February 1, 2026 CPI.

### 5.3 Maximum Assessment Rates

The following table provides the historical maximum assessment rate for Fiscal Year 2001/02 through the current fiscal year:

| Fiscal Year | CPI     | Percentage Increase <sup>(1)</sup> | Assessment Rate Range <sup>(2)</sup> |          |
|-------------|---------|------------------------------------|--------------------------------------|----------|
| 2001/02     | 189.1   | N/A                                | \$0.0120                             | \$0.0300 |
| 2002/03     | 193.0   | 2.06%                              | 0.0122                               | 0.0306   |
| 2003/04     | 197.3   | 2.23%                              | 0.0125                               | 0.0313   |
| 2004/05     | 198.3   | 0.51%                              | 0.0126                               | 0.0315   |
| 2005/06     | 202.5   | 2.12%                              | 0.0129                               | 0.0321   |
| 2006/07     | 208.9   | 3.16%                              | 0.0133                               | 0.0331   |
| 2007/08     | 215.842 | 3.32%                              | 0.0137                               | 0.0342   |
| 2008/09     | 222.074 | 2.89%                              | 0.0141                               | 0.0352   |
| 2009/10     | 223.854 | 0.80%                              | 0.0142                               | 0.0355   |
| 2010/11     | 227.697 | 1.72%                              | 0.0144                               | 0.0361   |
| 2011/12     | 234.121 | 2.82%                              | 0.0149                               | 0.0371   |
| 2012/13     | 238.985 | 2.08%                              | 0.0152                               | 0.0379   |
| 2013/14     | 244.675 | 2.38%                              | 0.0155                               | 0.0388   |
| 2014/15     | 251.495 | 2.79%                              | 0.0160                               | 0.0399   |
| 2015/16     | 257.622 | 2.44%                              | 0.0163                               | 0.0409   |
| 2016/17     | 264.565 | 2.70%                              | 0.0168                               | 0.0420   |
| 2017/18     | 274.589 | 3.79%                              | 0.0174                               | 0.0436   |
| 2018/19     | 283.422 | 3.22%                              | 0.0180                               | 0.0450   |
| 2019/20     | 294.801 | 4.01%                              | 0.0187                               | 0.0468   |
| 2020/21     | 298.074 | 1.11%                              | 0.0189                               | 0.0473   |
| 2021/22     | 309.419 | 3.81%                              | 0.0196                               | 0.0491   |
| 2022/23     | 324.878 | 5.00%                              | 0.0206                               | 0.0515   |
| 2023/24     | 338.496 | 4.19%                              | 0.0215                               | 0.0537   |
| 2024/25     | 351.247 | 3.77%                              | 0.0223                               | 0.0557   |
| 2025/26     | 354.432 | 2.69%                              | 0.0229                               | 0.0572   |
| 2026/27     | 363.211 | 2.48 <sup>(3)</sup>                | 0.0235                               | 0.0586   |

<sup>(1)</sup> Percentage increase from April 1 of the prior year to April 1 of the current year in the US Department of Labor, Bureau of Labor Statistics, Consumer Price Indexes, Pacific Cities and US City Average, San Francisco-Oakland-Hayward.

<sup>(2)</sup> The left and right column indicate the minimum and maximum assessment rate, respectively.

<sup>(3)</sup> The April 1, 2026 CPI was not available at the time of writing of this report. The Fiscal Year 2026/27 CPI increase was estimated using the February 1, 2026 CPI.

### 5.4 Appeals

Any property owner who feels that the amount of their assessment is in error as a result of incorrect information being used to apply the foregoing method of spread may file an appeal with the Finance Director of the City. Any such appeal is limited to the correction of an assessment during the current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the Finance Director shall promptly review the information provided by the property owner and if he/she finds that the assessment should be modified, he/she shall have the authority to make the appropriate changes in the assessment roll. If any such changes are provided after the assessment roll has been filed with the County for collection, the Finance Director is authorized to refund to the property owner the amount of any approved reduction.

## APPENDIX A - ASSESSMENT DIAGRAM

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The following page provides a copy of the assessment diagram of the District.

An assessment was levied by the City Council of the City of Milpitas, County of Santa Clara, State of California on the lots, pieces and parcels of land shown on this assessment diagram. Said assessment was levied on the 3rd day of June 2014; said assessment diagram and the assessment roll were recorded in the Office of the Superintendent of Streets of said City on the 3rd day of June 2014. Reference is made to the assessment roll recorded in the Office of the Superintendent of Streets for the exact amount of such assessment levied against each parcel of land shown on this assessment diagram.

Filed in the Office of the City Clerk of the City of Milpitas, County of Santa Clara, State of California this 20th day of May, 2014.

Recorded in the Office of the Superintendent of Streets of the City of Milpitas, County of Santa Clara, State of California, this 3rd day of June 2014.

Figure 1

| ASSESSMENT NO. | ASSESSOR'S PARCEL NO. | ASSESSMENT NO. | ASSESSOR'S PARCEL NO. | ASSESSMENT NO. | ASSESSOR'S PARCEL NO. | ASSESSMENT NO. | ASSESSOR'S PARCEL NO. |
|----------------|-----------------------|----------------|-----------------------|----------------|-----------------------|----------------|-----------------------|
| 1-1A-1         | APN 22-54-016         | 1-40           | APN 22-54-015         | 2-7            | APN 22-53-007         | 5-3A           | APN 22-29-036         |
| 1-1A-2         | APN 22-54-017         | 1-4E           | APN 22-54-014         | 3              | APN 22-29-016         | 5-3B-1         | APN 22-30-037         |
| 1-1A-3         | APN 22-54-018         | 1-4F           | APN 22-54-011         | 4-1A-1         | APN 22-56-005         | 5-3B-2         | APN 22-30-038         |
| 1-1A-4         | APN 22-54-019         | 1-4G           | APN 22-54-010         | 4-1A-2         | APN 22-56-006         | 5-3B-3         | APN 22-30-039         |
| 1-1B           | APN 22-54-008         | 2-1            | APN 22-53-001         | 4-1A-3         | APN 22-56-007         | 5-3C           | APN 22-30-035         |
| 1-2            | APN 22-54-002         | 2-2            | APN 22-53-002         | 4-1A-4         | APN 22-56-008         | 5-5A           | APN 22-30-048         |
| 1-3            | APN 22-54-003         | 2-3            | APN 22-53-003         | 4-1A-5         | APN 22-56-009         | 5-6            | APN 22-30-041         |
| 1-4A           | APN 22-54-009         | 2-4            | APN 22-53-004         | 4-1B           | APN 22-29-037         | 5-7            | APN 22-30-049         |
| 1-4B           | APN 22-54-012         | 2-5            | APN 22-53-005         | 5-1A-1         | APN 22-29-034         |                |                       |
| 1-4C           | APN 22-54-013         | 2-6            | APN 22-53-006         | 5-1A-2         | APN 22-29-035         |                |                       |



- LEGEND
- ASSESSMENT NO.
  - BOUNDARY DISTRICT
  - ASSESSMENT LIMIT

PART F - ASSESSMENT DIAGRAM  
LANDSCAPING & LIGHTING & MAINTENANCE  
ASSESSMENT DISTRICT NO. 95-1  
OF  
CITY OF MILPITAS  
COUNTY OF SANTA CLARA - STATE OF CALIFORNIA

Note: Reference is hereby made to the maps and deeds of record in the Office of the Assessor of the County of Santa Clara for a detailed description of the lines and dimensions of any parcels shown hereon. These maps shall govern for all details concerning the lines and dimensions of such parcels. Each parcel is identified in said maps by its distinctive Assessor's Parcel Number.

## APPENDIX B - ASSESSMENT ROLL

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Assessor's parcel identification, for each lot or parcel within the District, shall be based on the Santa Clara County Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of assessor's parcels assessed within the District for Fiscal Year 2026/27, along with the assessment amounts, is on file in the office of the City Clerk and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the Santa Clara County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the assessment amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

**City of Milpitas**  
**LLMAD No. 95-1**  
**Final Billing Detail Report for Fiscal Year 2026/27**

| APN        | Situs Address          | Net Square Foot | Fiscal Year 2026/27 Levy |
|------------|------------------------|-----------------|--------------------------|
| 022-29-016 | 301 RANCH DR           | 634,234         | \$24,718.16              |
| 022-29-034 | 430 N MCCARTHY BLVD    | 1,589,504       | 61,948.20                |
| 022-29-035 | 820 N MCCARTHY BLVD    | 1,363,864       | 53,154.24                |
| 022-29-040 | 407N N N MCCARTHY BLVD | 677,532         | 26,405.64                |
| 022-29-041 | 507N N N MCCARTHY BLVD | 43,691          | 1,702.76                 |
| 022-29-042 | 607N N N MCCARTHY BLVD | 302,350         | 11,783.56                |
| 022-29-043 | 707 N MCCARTHY BLVD    | 320,732         | 12,499.98                |
| 022-29-044 | 807 N MCCARTHY BLVD    | 336,545         | 13,116.24                |
| 022-30-035 |                        | 4,138           | 161.26                   |
| 022-30-038 |                        | 435,600         | 16,976.76                |
| 022-30-039 | 1207 N MCCARTHY BLVD   | 217,800         | 8,488.38                 |
| 022-30-049 |                        | 78,626          | 3,064.30                 |
| 022-30-054 | 907 N MCCARTHY BLVD    | 245,330         | 9,561.30                 |
| 022-30-055 | 1645 N MCCARTHY BLVD   | 243,936         | 9,506.98                 |
| 022-30-056 | 1605 N MCCARTHY BLVD   | 25,875          | 1,008.40                 |
| 022-30-057 | 1585 N MCCARTHY BLVD   | 137,040         | 5,340.88                 |
| 022-53-001 | 275 RANCH DR           | 32,670          | 1,273.24                 |
| 022-53-002 | 179 RANCH DR           | 53,579          | 2,088.14                 |
| 022-53-003 | 125 RANCH DR           | 33,106          | 1,290.22                 |
| 022-53-004 | 81 RANCH DR            | 26,136          | 1,018.60                 |
| 022-53-005 | 41 RANCH DR            | 32,234          | 1,256.28                 |
| 022-53-006 | 63 RANCH DR            | 51,836          | 2,020.22                 |
| 022-53-007 | 11 RANCH DR            | 954,835         | 37,213.06                |
| 022-54-002 | 74 RANCH DR            | 25,265          | 984.64                   |
| 022-54-003 | 84 RANCH AVE           | 44,431          | 1,731.62                 |
| 022-54-008 | 50 RANCH DR            | 33,977          | 1,324.18                 |
| 022-54-009 | 120 RANCH DR           | 368,953         | 14,379.30                |
| 022-54-010 | 110 RANCH DR           | 44,867          | 1,748.60                 |
| 022-54-011 | 170 RANCH DR           | 57,064          | 2,223.94                 |
| 022-54-012 | 200 RANCH DR           | 131,551         | 5,126.98                 |
| 022-54-013 | 212 RANCH DR           | 10,019          | 390.46                   |
| 022-54-014 | 190 RANCH DR           | 27,878          | 1,086.50                 |
| 022-54-015 | 260 RANCH DR           | 77,537          | 3,021.86                 |
| 022-54-016 | 12 RANCH DR            | 46,174          | 1,799.52                 |
| 022-54-017 | 30 RANCH RD            | 143,312         | 5,585.34                 |
| 022-54-018 | 40 RANCH DR            | 100,624         | 3,921.62                 |
| 022-54-019 |                        | 8,276           | 322.54                   |
| 022-56-005 | 115 N MCCARTHY BLVD    | 88,427          | 3,446.28                 |
| 022-56-006 | 135 N MCCARTHY BLVD    | 89,734          | 3,497.20                 |
| 022-56-007 | 155 N MCCARTHY BLVD    | 90,169          | 3,514.18                 |
| 022-56-010 | 205 N MCCARTHY BLVD    | 1,489,899       | 58,066.26                |
| 022-56-011 |                        | 1,075,192       | 41,903.76                |

Slight variances may occur due to rounding

**City of Milpitas**  
**LLMAD No. 95-1**  
**Final Billing Detail Report for Fiscal Year 2026/27**

| APN         | Situs Address | Net Square Foot | Fiscal Year 2026/27 Levy |
|-------------|---------------|-----------------|--------------------------|
| 42 Accounts |               | 11,794,540      | \$459,671.58             |



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS,  
APPROVING THE ANNUAL REPORT FOR THE LANDSCAPING AND  
LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 95-1 FOR FISCAL  
YEAR 2026/27**

**WHEREAS**, the City Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the “Act”) to establish the Landscaping and Lighting Maintenance Assessment District 95-1 (the “Assessment District”); and

**WHEREAS**, the City Council has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and the preparation and filing of and the report required pursuant to Section 22622 of the Act (the “Annual Report”); and

**WHEREAS**, the City Council has, by previous resolution, ordered NBS to prepare and file such Annual Report; and

**WHEREAS**, NBS has prepared and filed such Annual Report with the City Clerk.

**WHEREAS**, all statutory and otherwise required prerequisites for the adoption of the Annual Report have occurred, including as specified in the Act.

**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. Approval of Report: The City Council hereby approves the Annual Report for the Assessment District concerning the levy of assessments as submitted by NBS for the fiscal year commencing July 1, 2026 and ending June 30, 2027.
3. The Assessment District exterior boundaries are as shown by a map filed in the office of the City Clerk, which map is made a part hereof by this reference.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

Suzanne Guzzetta, City Clerk

APPROVED:

---

Carmen Montano, Mayor

APPROVED AS TO FORM:

---

Christian M. Curtis, City Attorney

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS  
DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE  
LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 95-1  
FOR FISCAL YEAR 2026/27**

**WHEREAS**, the City Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the “Act”) to establish the Landscaping and Lighting Maintenance Assessment District No. 95-1 (the “Assessment District”); and

**WHEREAS**, the City Council has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and the preparation and filing of the report required pursuant to Section 22622 of the Act (the “Annual Report”); and

**WHEREAS**, the City Council adopted a Resolution approving the Annual Report for the Assessment District for Fiscal Year 2026/27; and

**WHEREAS**, all statutory and otherwise required prerequisites for the issuance of a notice of intent to levy and collect assessments within the Assessment District have been met, including as specified in the Act.

**NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL, 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. **Intention:** The City Council hereby declares its intention to levy and collect assessments within the Assessment District to pay the costs of the Improvements for the fiscal year commencing July 1, 2026 and ending June 30, 2027. The City Council finds that the public’s best interest requires such action.
3. **Improvements:** The improvements within the Assessment District include, but are not limited to: operating, maintaining and servicing of all public landscaping improvements, consisting of landscaping and grass. Operating, maintaining and servicing costs include, but are not limited to: personnel, materials, electrical energy and water. Services provided include all necessary service, operations, administration, and maintenance required to keep the improvements in a healthy, vigorous, and satisfactory condition. A project renovating the landscape and irrigation improvements in the Assessment District was initiated in Fiscal Year 2021/22 and will be completed in Fiscal Year 2026/27.
4. **Assessment District Boundaries:** The boundaries of the Assessment District are as shown by the assessment diagram filed in the offices of the City Clerk, which map is made a part hereof by reference.
5. **Annual Report:** Reference is made to the Annual Report prepared by NBS, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the Assessment District and the zones therein, and the proposed assessments upon assessable lots and parcels of land within the Assessment District.
6. **Notice of Public Hearing:** The City Council hereby declares its intention to conduct a public hearing concerning the levy of assessments in accordance with Section 22629 of the Act. All objections to the assessment, if any, will be considered by the City Council. The public hearing will be held on **Tuesday, May 19, 2026 at 7:00 pm** or as soon thereafter as is feasible in the meeting place of the City Council

located at 455 E. Calaveras Boulevard, Milpitas, CA 95035. The City Council further orders the City Clerk to publish notice of this resolution in accordance with Section 22626(a) of the Act.

- 7. Increase of Assessment:** The maximum assessment is not proposed to increase (as “increased assessment” is defined in Section 54954.6 of the Government Code) either because this ongoing annual assessment is imposed at the same or lower amount as the previous year or does not exceed the assessment formula or range of assessments previously approved by the voters in the area where the assessment is imposed. .

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Suzanne Guzzetta, City Clerk

\_\_\_\_\_  
Carmen Montano, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian M. Curtis, City Attorney



## CITY OF MILPITAS AGENDA REPORT (AR)

|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | <b>Adopt a Resolution to Approve Project Plan and Specifications and Award the Construction Contract to GSW Construction, Inc. for the Curtis Recycled Water Main Repair Project – Phase 1 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)</b>                                                                                                                                                                                                                                                                                                                        |
| <b>Category:</b>       | Consent Calendar-Community Services and Sustainable Infrastructure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Meeting Date:</b>   | 4/21/2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Recommendation:</b> | Adopt a resolution to: (1) Approve the project plan and specifications, (2) Award the construction contract to GSW Construction, Inc., the lowest responsible bidder submitting a responsive bid, in the amount of \$164,130; (3) Authorize the City Manager, or designee, to execute the construction contract with GSW Construction, Inc.; (4) Authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not-to-exceed \$41,000; and (5) Approve a budget appropriation of \$205,130 into the Water Maintenance & Operations Fund for the Curtis Recycled Water Line Repair Project Phase 1. |

### **BACKGROUND:**

In 1995, the City of Milpitas (Milpitas) entered into a Wholesaler-Retailer Agreement with the City of San José (San José) for the supply of recycled water from the San José/Santa Water Pollution Control Plant through the South Bay Water Recycling Program. As San José owns the recycled water distribution facilities (System) within Milpitas city limits, Milpitas operates and maintains the System as specified in the Operation and Maintenance Agreement (O&M Agreement) with San José executed in 1997. The O&M Agreement requires San José to fully reimburse Milpitas for all work associated with the operations and maintenance, including emergency services, of the System.

In April 2025, City operations staff responded to a recycled water main break on the existing 20-inch welded steel pipeline in Curtis Avenue (west of the BART/Union Pacific Railroad (UPRR) tracks) that affected eight customers. Due to the complexity of the repair and excavation work, staff dispatched the City's on-call emergency contractor (Contractor) to investigate and repair the leak. The initial excavation did not reveal the source of the leak, but it appeared to be located inside the 30-inch steel casing where the recycled water main runs beneath the railroad tracks. To mitigate impacts in the interim, the Contractor installed a new isolation valve on the water main to isolate the break and service was successfully restored to all affected customers.

Staff met with San José to discuss the findings and presented a two-phase workplan to repair the leak that is Milpitas' responsibility according to the O&M Agreement. The first phase would be to further investigate and identify the exact location of the leak by excavating on the east side of the railroad tracks within the City's utility easement on 777 Gibraltar Drive and video inspect the 20-inch recycled water main. This would allow staff to determine if the leak is on the east side or underneath the railroad tracks. Upon the results of the investigation, staff will determine necessary repairs and present the second-phase workplan to San José for acceptance. San José was in concurrence with Milpitas' workplan and approved Milpitas to proceed with the first phase of Curtis Ave. Recycled Water Line Repair – Phase 1 (Project).

### **ANALYSIS:**

The Project was advertised on the City's eProcurement system, OpenGov Procurement, and digital construction trade publication on February 13, 2026, and in the Milpitas Post on February 13 and 20, 2026, in accordance with the bidding requirements of the Uniform Public Construction Cost Accounting Act and City Ordinance [I-2-3.08 – Formal Bid Procedures](#). The Project was also posted at Milpitas City Hall, Sports Center, and Senior Center as per City Council direction and Government Code Section [36933](#). The bid opening was

held on March 17, 2026, and six (6) sealed bids were received with the prices ranging from \$164,130 to \$218,180. The Council's agenda packet includes detailed information about the Project's Plans and Specifications (Attachment B), and the Engineer's Construction Estimate and the Bid Results for the Project's base bid (Attachment C). The Summary of Bid Results is as follows:

| <b>Bidder</b>                    | <b>Location</b>     | <b>Base Bid</b> |
|----------------------------------|---------------------|-----------------|
| Engineer's Construction Estimate |                     | \$184,500       |
| GSW Construction Inc.            | San Francisco, CA   | \$164,130       |
| Cratus                           | San Francisco, CA   | \$175,000       |
| Golden Bay Construction          | Hayward, CA         | \$186,184       |
| Corcus Construction              | San Francisco, CA   | \$205,500       |
| Norgo Engineering                | American Canyon, CA | \$206,300       |
| Preston Pipelines                | Milpitas, CA        | \$218,180       |

The bid pricing received varies between 11% below to 18% over the Engineer's Construction Estimate. The variation is likely due to various factors including, but not limited to, favorable construction market, timing of the bid posting, contractor's work schedule, an increase in competition amongst contractors, contractors self-performing work instead of using subcontractors, and/or reduced cost in material and labor.

Staff reviewed the bid proposal submitted by GSW Construction, Inc., the apparent lowest bidder, and found their bid proposal to be responsive. The Notice of Intent to Award Contract (Attachment D) to GSW Construction, Inc. was posted on OpenGov Procurement and no bid protests were filed with the City. Staff recommends City Council award the construction contract in the amount of \$164,130 to GSW Construction, Inc., the lowest responsible bidder submitting a responsive bid. The cost of the work will be fully reimbursed to Milpitas by San José as per the O&M agreement, and no additional funding appropriation is required.

Despite the Milpitas best effort to capture all relevant information in the plans and specifications, a significant challenge in water pipeline construction is the potential discovery of unforeseen conditions that may create conflict with the proposed work. The construction contingency established for the Project to address any unforeseen conditions that arise during construction is \$41,000, which is approximately 25% of the total contract value. As previously approved for the successful completion of recent projects with tight completion schedules, staff are requesting the use of the same change order policy used for previous project (Attachment E). This policy allows for timely completion of the Project, while addressing the need to respond swiftly to construction conditions and approve necessary change orders to limit potential claims or risks to the City.

#### **PROJECT SCHEDULE/KEY MILESTONES**

Upon City Council adoption of the Resolution (Attachment A), construction is anticipated to start in May/June and be completed by September. Thereafter, staff will meet with San José to discuss the next steps.

#### **POLICY ALTERNATIVES:**

**Alternative 1:** Do not award the construction contract to GSW Construction, Inc.

Pros: None.

Cons: The Project will not proceed, and the recycled water system will no longer be looped; there will be only one feed for delivering recycled water to customers on either side of the BART/UPRR railroad tracks.

Reason not Recommended: The Project is essential to maintaining a looped system for the recycled water system and providing system redundancy to prevent customers from being without service for a lengthy extend of time due to a main breakdown. Milpitas will be in violation of the O&M Agreement and could be liable for any damages to customers if the Project doesn't move forward.

**FISCAL IMPACT**

The total fiscal impact of this action is \$205,130, consisting of a \$164,130 construction contract with GSW Construction, Inc. and \$41,000 in contract change order contingency. Adoption of this resolution appropriates \$205,130 to the Water Maintenance & Operations Fund for the Curtis Ave. Recycled Water Line Repair – Phase 1 Project. Pursuant to the Operation and Maintenance Agreement between the City of Milpitas and the City of San José, all project costs will be fully reimbursed by the City of San José, resulting in no net impact to the Water Maintenance & Operations Fund or the General Fund.

The following is the summary of estimated construction cost:

|                              |                  |
|------------------------------|------------------|
| Base Bid                     | \$164,130        |
| 25% Construction Contingency | \$ 41,000        |
| <b>TOTAL</b>                 | <b>\$205,130</b> |

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

The Project entails replacement or reconstruction of existing facilities where the new facility will be located on the same site as the facility replaced and will have substantially the same purpose and capacity as the facility replaced and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, §15302.

**ATTACHMENTS:**

- (a) Resolution
- (b) Project Plan and Specifications
- (c) Bid Results Summary
- (d) Notice of Intent to Award Contract
- (e) Construction Change Order Policy

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS TO APPROPRIATE \$205,130 TO THE WATER MAINTENANCE & OPERATIONS FUND; APPROVE PROJECT PLANS AND SPECIFICATIONS; AWARD THE CONSTRUCTION CONTRACT TO THE LOWEST RESPONSIBLE BIDDER SUBMITTING A RESPONSIVE BID, GSW CONSTRUCTION, INC., IN A TOTAL AMOUNT OF \$164,130; AUTHORIZE THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONSTRUCTION CONTRACT WITH GSW CONSTRUCTION, INC.; AUTHORIZE THE PUBLIC WORKS DIRECTOR TO NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDER(S) IN AN AGGREGATE AMOUNT NOT TO EXCEED \$41,000; AND APPROVE A BUDGET APPROPRIATION OF \$205,130 INTO THE WATER MAINTENANCE & OPERATIONS FUND FOR THE CURTIS AVE. RECYCLED WATER LINE REPAIR – PHASE 1.**

**WHEREAS**, the City of Milpitas (Milpitas) entered into a Wholesaler-Retailer Agreement with the City of San José (San José) for the supply of recycled water from the San José/Santa Water Pollution Control Plant through the South Bay Water Recycling Program (SBWR) in 1995; and

**WHEREAS**, Milpitas entered into a the Operation and Maintenance Agreement (O&M Agreement) with the San José in 1997 where San José owns the recycled water distribution facilities (System) and Milpitas operates and maintains the System within Milpitas’ city limits, and San José to fully reimburse Milpitas for all work associated with the operations and maintenance, including emergency services, of the System; and

**WHEREAS**, in May 2025, the City’s Contractor installed a new isolation valve on the recycle water main in Curtis Avenue to isolate a break and restore services to customers, but the initial excavation did not reveal the exact source of the leak; and

**WHEREAS**, staff met with San José to discuss the findings and presented a two phase workplan to repair the leak on recycled water main in Curtis Avenue and San José was in concurrence with Milpitas’ workplan and approved to proceed with the first phase of Curtis Ave. Recycled Water Line Repair – Phase 1 (“Project”) which is to identify the exact location of the leak by excavating on the east side of the railroad tracks within the City’s utility easement and video inspect the 20-inch recycled water main; and

**WHEREAS**, the Project was advertised on City’s eProcurement system, OpenGov Procurement and digital construction trade publications on February 13, 2026, and in the Milpitas Post on February 13 and 20, 2026, in accordance with the bidding requirements of the Uniform Public Construction Cost Accounting Act and City Ordinance I-2-3.08 – Formal Bid Procedures; and posted at Milpitas City Hall, Sports Center, and Senior Center per City Council direction and Government Code section 36933; and

**WHEREAS**, the Engineer’s Construction Estimate is \$184,500; and

**WHEREAS**, on March 17, 2026, six (6) sealed bid proposals were received, ranging from \$164,130 to \$218,180; and

**WHEREAS**, the lowest responsible bidder submitting a responsive bid is GSW Construction, Inc., in the base bid amount of \$164,130; and

**WHEREAS**, the Notice of Intent to Award Contract to GSW Construction, Inc. was posted on OpenGov Procurement and no bid protest was filed with the City within seven (7) days of the notice of intent to award as set forth in the Milpitas Municipal Code I-2-3.19 – Protest Procedure; and

**WHEREAS**, staff recommends the City Council award a construction contract to GSW Construction, Inc., the lowest responsible bidder submitting a responsive bid for the Project, and authorize the City Manager, or



designee, to execute the construction contract for the Base Bid in the amount of \$164,130 in accordance with State law; and

**WHEREAS**, the cost of the work will be fully reimbursed to Milpitas by San José as per the O&M agreement; and

**WHEREAS**, staff recommends the City Council authorize the Public Works Director to negotiate and execute change order(s) in an amount not-to-exceed \$41,000, twenty-five percent (25%) of the total contract value, due to the Project's uncertain site conditions and staff's capability to respond swiftly to unanticipated construction conditions to limit potential claims or risk to the City; and

**WHEREAS**, staff recommend the City Council approve the project plans and specifications; and

**WHEREAS**, staff recommends the City Council approve the Budget Appropriation of \$205,130 into the Water Maintenance & Operating Fund for the Project, consisting of \$164,130 for the construction contract with GSW Construction, Inc. and \$41,000 for contract change order contingency, and recognizes offsetting reimbursement revenue in the same amount from the City of San José pursuant to the Operation and Maintenance Agreement.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council hereby approves the Project Plan and Specifications.
3. The City Council hereby awards the construction contract to and authorizes the City Manager, or designee, to execute the contract and related documents with the lowest responsible bidder submitting a responsive bid, GSW Construction, Inc., in the amount of \$164,130 for the Project. The City Manager or their designee is authorized to execute a contract with GSW Construction, Inc. not-to-exceed this amount and take all necessary actions to effectuate this award.
4. The Public Works Director is hereby authorized to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$41,000 for the Project.
5. The City Council hereby appropriates \$205,130 to the Water Maintenance & Operating Fund for the Project, consisting of \$164,130 for the construction contract with GSW Construction, Inc. and \$41,000 for contract change order contingency, and recognizes offsetting reimbursement revenue in the same amount from the City of San José pursuant to the Operation and Maintenance Agreement.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
Suzanne Guzzetta, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian Curtis, City Attorney

APPROVED:

\_\_\_\_\_  
Carmen Montano, Mayor



**CITY OF MILPITAS**

**MILPITAS, CALIFORNIA**

**CONTRACT DOCUMENTS AND SPECIFICATIONS FOR**

**CURTIS AVE. RECYCLED WATER LINE REPAIR - EXPLORATORY**

**WORK**

Signed by:

*Ariel Morales*

Recommended for Bidding: \_\_\_\_\_

7344927158D54BD...

Ariel Morales, P.E., Public Works Division Manager – Utilities

DocuSigned by:

*Michael Silveira*

Approved for Bidding: \_\_\_\_\_

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Michael Silveira, P.E., City Engineer

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## 00 11 16 – NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City Council of the City of Milpitas ("City") invites and will receive sealed Bids up to but not later than **2:00 p.m. on Tuesday, March 17, 2026, at Milpitas City Hall, 1st floor, Information Service Counter, 455 E. Calaveras Blvd., Milpitas, California 95035**, for the furnishing to City of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for the **CURTIS AVE. RECYCLED WATER LINE REPAIR - EXPLORATORY WORK** (the "Project"). At said time, Bids will be publicly opened and read aloud at the City Office. Bids received after said time shall be returned unopened. Bids shall be valid for a period of 90 calendar days after the Bid opening date.

Bids must be submitted on the City's Bid Forms in person. No bid shall be accepted through OpenGov Procurement. Bidders may obtain a copy of the Contract Documents from OpenGov Procurement (<https://procurement.opengov.com/portal/milpitas-ca>). To the extent required by Section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the City shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room. Additionally, bid packages containing all forms, specifications, terms and conditions may be obtained on the City's OpenGov Procurement website. Links or documents found outside the City's online vendor portal may not be accessible/up-to-date.

It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted on OpenGov Procurement. It is the responsibility of each prospective bidder to check OpenGov Procurement daily through the close of bids for any applicable addenda or updates. The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on OpenGov Procurement may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by OpenGov Procurement.

Each Bid shall be accompanied by cash, a certified or cashier's check, or Bid Bond secured from a surety company satisfactory to the City Council, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to City of Milpitas as bid security. The bid security shall be provided as a guarantee that within five (5) working days after the City provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with City.

A **MANDATORY** Pre-Bid Conference and Site Walk are scheduled for **Thursday, February 26, 2026 at 10:00 a.m.** and **Tuesday, March 3, 2026 at 10:00 a.m.** to review the Project's existing conditions. The meeting will be held at **Flex Inc., 777 Gibraltar Dr., Milpitas, CA 95035**, adjacent to the railroad tracks within the utility easement. Representatives of the City and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing and issued as an Addendum. Bids will not be accepted from any bidder who did not attend one of the mandatory Pre-Bid Conferences.

The deadline for submitting questions related to this bid is **Friday, March 6, 2026 at 4:00 p.m.** Contact **Howard Salamanca, Associate Civil Engineer for questions submittal**. Addenda with answers to questions received by the specified time will be posted following the close of questions.

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond, each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by the City to ensure its performance under the contract.

Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Santa Clara County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at <http://www.dir.ca.gov/dlsr/>.

In addition, a copy of the prevailing rate of per diem wages is available at the City's Public Works Department and shall be made available to interested parties upon request. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted, nor any contract entered into, without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to Sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the contract: **Class A or Class C-34 License from the Contractor's State License Board.** The Engineer's Estimate for the CURTIS AVE. RECYCLED WATER LINE REPAIR - EXPLORATORY WORK project base bid item is between **\$150,000 and \$220,000.**

Substitution requests shall be made within 35 calendar days after the award of the contract. Pursuant to Public Contract Code Section 3400(b), the City may make findings designating that certain additional materials, methods, or services by a specific brand or trade name other than those listed in the Standard Specifications be used for the Project. Such findings, if any, as well

as the materials, methods, or services and their specific brand or trade names that must be used for the Project, may be found in the Special Conditions.

City shall award the contract for the Project to the lowest responsive and responsible Bidder as determined by the City from the **BASE BID ALONE**. City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact **Howard Salamanca, Associate Civil Engineer** at Milpitas City Hall, 455 E. Calaveras Blvd., Milpitas, CA 95035, [hsalamanca@milpitas.org](mailto:hsalamanca@milpitas.org), (408) 586-3347.

### **END OF NOTICE INVITING BIDS**

## **00 21 13 – INSTRUCTIONS TO BIDDERS**

### **1. SECURING DOCUMENTS**

Bids must be submitted to the City on the Bid Forms, which are a part of the Bid Package for the Project. Bid and Contract Documents may be obtained from the City as specified in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any charge for the Contract Documents is stated in the Notice Inviting Bids.

The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective Bidders who choose to review the Contract Documents at a plan room must create an account with OpenGov Procurement to obtain the required Contract Documents if they decide to submit a bid for the Project.

Addenda, if any, issued during the bid period will be posted on OpenGov Procurement. Failure to acknowledge addenda may make a bid nonresponsive and not eligible for award of the contract.

### **2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS**

At its own expense and prior to submitting its Bid, each Bidder shall visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the work, including but not limited to difficulties and restrictions attending the execution of the work under the contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract, and all other documents referenced herein. Each Bidder shall also determine the local conditions which may in any way affect the performance of the work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors, shall familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any contract documents, forms, instruments, addenda, or other documents, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the contract and no relief for error or omission will be given except as required under State law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Article.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the City and its contractors to appropriately manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ and any amendment or renewal thereof, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. By submitting a Bid, each Bidder acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.



### 3. INTERPRETATION OF DRAWINGS AND DOCUMENTS

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other proposed contract documents may submit to the Engineer of the City a written request for interpretation. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the Drawings, Specifications, or other proposed contract documents will be made only by a written addendum duly issued, and a copy of such addenda will be mailed or delivered to each prospective Bidder who has purchased a set of Drawings and Specifications. The City will not be responsible for any other explanation or interpretations of the proposed documents. If a Prospective Bidder becomes aware of any errors or omissions in any part of the Contract Documents, it is the obligation of the Prospective Bidder to promptly bring them to the attention of the City.

### 4. INSPECTION OF SITE; PRE-BID CONFERENCE

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties, and restrictions which may impact the cost or effort required to complete the Project. To this end, a Pre-Bid Meeting and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids.

### 5. ADDENDA

The City reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by the City shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the City will extend the deadline for submission of Bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide the City a name, address, email address, and facsimile number to which Addenda may be sent, as well as a telephone number by which the City can contact the Bidder. Any Addenda will be posted on [www.printscharlesrepro.com](http://www.printscharlesrepro.com). Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact **Howard Salamanca – Associate Civil Engineer, at Milpitas City Hall, 455 E. Calaveras Blvd., Milpitas, CA 95035 or (408) 586-3347** to verify that it has received all Addenda issued, if any, prior to the Bid opening. The Bidder shall indicate the Addenda received prior to bidding in the space provided in the Bid Form. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

### 6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the time required for completion of the alternate bid items has already been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the bidder.

## **7. COMPLETION OF BID FORMS**

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

## **8. MODIFICATIONS OF BIDS**

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions, or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic, and electronic modifications will not be considered.

## **9. SUBCONTRACTORS**

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

The successful bidder will be required to self-perform at least 50% of the work.

## **10. LICENSING REQUIREMENTS**

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

**11. BID GUARANTEE (BOND)**

Each bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to City of Milpitas; or (c) a Bid Bond secured from a surety company satisfactory to the City Council, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to City of Milpitas as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be a California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that, within ten (10) working days after the City provides the successful bidder the Notice of Award, the successful bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful bidder fails to comply within said time, and the City may enter into a contract with the next lowest responsive responsible bidder, or may call for new bids. No interest shall be paid on funds deposited with the City. City will return the security accompanying the bids of all unsuccessful bidders no later than 60 calendar days after award of the contract.

**12. IRAN CONTRACTING ACT OF 2010**

In accordance with Public Contract Code Section 2200 *et seq.*, the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Certificate is included with the bid package and must be signed and dated under penalty of perjury.

**13. NONCOLLUSION DECLARATION**

Bidders on all public works contracts are required to submit a declaration of noncollusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

**14. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into, without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

## **15. WAGE THEFT CERTIFICATION**

Bidders on public works contracts are required to submit a certification disclosing whether the Bidder or any of its proposed subcontractors has been found by a final court order or administrative action of an investigatory government agency to have violated federal, state or local wage and hour laws, including but not limited to the federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance, within the past five (5) years from the bid submission deadline.

## **16. BIDDER INFORMATION AND EXPERIENCE FORM**

Each Bidder shall complete the questionnaire provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the bid to be rejected as non-responsive. The City reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the Engineer that the Bidder is qualified to properly carry out the terms of the contract.

## **17. WORKERS' COMPENSATION CERTIFICATION**

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the City the following certificate prior to performing the work under this Contract:

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

The form of such Workers' Compensation Certificate is included as part of this document.

## **18. SIGNING OF BIDS**

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

## **19. SUBMISSION OF SEALED BIDS**

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials, in a sealed

envelope, addressed and delivered or mailed, postage prepaid, to the City Clerk before the time and day set for the receipt of bids. The envelope shall bear the title of the work and the name of the bidder. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by the City as provided herein. Bids received after the time and day set for the receipt of bids shall be returned to the bidder unopened. The envelope shall also contain the following in the lower left-hand corner thereof:

**Bid of \_\_\_\_\_ (Bidder's Name) \_\_\_\_\_  
for the CURTIS AVE. RECYCLED WATER LINE REPAIR - EXPLORATORY WORK**

Only where expressly permitted in the Notice Inviting Bids may bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. Any acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City may reject any bid not strictly complying with City's designated methods for delivery.

## **20. OPENING OF BIDS**

At the time and place set for the opening and reading of bids, or any time thereafter, each and every bid received prior to the time and day set for the receipt of bids will be publicly opened and read. The City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the bidder. It is the bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

The public reading of each bid will include the following information:

- A. The name and business location of the bidder.
- B. The nature and amount of the bid security furnished by bidder.
- C. The bid amount.

Bidders or their representatives and other interested persons may be present at the opening of the bids. The City may, in its sole discretion, elect to postpone the opening of the submitted Bids. The City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

## **21. WITHDRAWAL OF BID**

Any bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw bids shall be worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to the City within five (5) working days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq.*, or as otherwise may be allowed with the consent of the City.

**22. BIDDERS INTERESTED IN MORE THAN ONE BID**

No Bidder shall be allowed to make, file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

**23. SUBSTITUTION OF SECURITY**

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The City will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

**24. PREVAILING WAGES**

The City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are available at the City or may be obtained online at <http://www.dir.ca.gov>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

**25. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

**26. INSURANCE REQUIREMENTS**

Prior to commencing work, the successful bidder shall purchase and maintain insurance as set forth in the General Conditions.

**27. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS**

The successful bidder will be required to furnish a Labor and Material Payment Bond and a Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and is admitted by the State of California. Each bond shall be accompanied, upon the request of the City, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed



and submitted to City within ten (10) working days from the date the City provides the successful bidder with the Notice of Award.

## **28. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES**

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses, and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents.

## **29. FILING OF BID PROTESTS**

Consistent with Section I-2-3.19 of the Milpitas Municipal Code, Bidders may file a "protest" of a Bid with the City of Milpitas Purchasing Agent. In order for a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing no later than seven (7) calendar days after the posting of the intent to award;
- B. Clearly identify the specific irregularity or accusation;
- C. Specify in detail the grounds for protest and the facts supporting the protest;
- D. Include all relevant, supporting documentation with the protest at time of filing;
- E. Set forth the proposed remedy requested.

If the protest does not comply with each of these requirements, the City may reject the protest without further review.

If the protest is timely and complies with the above requirements, the Purchasing Agent shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The Purchasing Agent will provide a written response to the protestor. The Purchasing Agent's decision on a bid protest for a procurement in an amount of no more than Fifty Thousand Dollars (\$50,000) shall be final. For procurements having a value of more than Fifty Thousand Dollars (\$50,000), the City Council will consider the protest and take action thereupon, which action shall be final.

The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

## **30. BASIS OF AWARD; BALANCED BID**

The City shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Total Base Bid alone unless otherwise set forth in the Notice Inviting Bids.

The City may reject any Bid which, in its opinion, when compared to other Bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. The City may

reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

### **31. AWARD PROCESS**

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have fourteen (14) calendar days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run twenty-one (21) calendar days from the date of the Notice of Award. Once the City receives all of the properly drafted and executed documents, certifications from the Bidder, and any other documents as maybe specified in the Contract Documents, the City shall issue a Notice to Proceed to that Bidder.

### **32. EXECUTION OF CONTRACT**

As required herein, the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Specifications and shall not be detached.

## **END OF INSTRUCTIONS TO BIDDERS**



## 00 41 43 – BID FORMS

### 1.1 Bid Acknowledgement.

**NAME OF BIDDER:** \_\_\_\_\_

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

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

### **CURTIS AVE. RECYCLED WATER LINE REPAIR - EXPLORATORY WORK**

- A We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Contract Documents for the Total Bid Price indicated herein.
  
- B The undersigned agrees that this Bid constitutes a firm offer to the City, which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.
  
- C The undersigned has by careful examination of the Contract Documents and any addenda thereto, and by examination of the actual Site conditions, satisfied itself as to the nature and location of all Work, the plans and specifications, and the general and local conditions to be encountered in the performance of any Work, the requirements of the Contract and all other matters which can in any way affect the Work or the cost thereof.
  
- D The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:  
  
List Addenda No's. \_\_\_\_\_
  
- E Attached hereto and by this reference incorporated herein and made a part of this Bid are the following forms, which have been completed and executed by undersigned Bidder:
  - 1. Designation of Subcontractors form.
  - 2. Bidder Information and Experience form.
  - 3. Noncollusion Declaration form.
  - 4. Iran Contracting Act Certification form.
  - 5. Public Works Contractor Registration Certification form.
  - 6. Attached is the completed Wage Theft Certification form.

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

(signatures continued on next page)

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

Executed at \_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

(Bidder's Name – Print or Type)

(Corporate Seal)

(Name and Title)

(Signature)

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

Name \_\_\_\_\_ Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

1.2 BID SCHEDULE

| NO.                         | ITEM DESCRIPTION                                                                      | UNIT OF MEASURE | EST. QTY. | UNIT PRICE | TOTAL ITEM PRICE |
|-----------------------------|---------------------------------------------------------------------------------------|-----------------|-----------|------------|------------------|
| 1.                          | Mobilization (East Side)                                                              | LS              | 1         |            |                  |
| 2.                          | Existing Utilities Coordination (East Side)                                           | LS              | 1         |            |                  |
| 3.                          | Excavation and Shoring (East Side)                                                    | LS              | 1         |            |                  |
| 4.                          | Cutting of Existing Recycled Water Line (East Side)<br>REVOCABLE                      | LS              | 1         |            |                  |
| 5.                          | Video Inspection of Existing Recycled Water Line (Under Railroad Tracks)<br>REVOCABLE | LS              | 1         |            |                  |
| 6.                          | Installation of New 20" Isolation Valve (East Side)<br>REVOCABLE                      | LS              | 1         |            |                  |
| 7.                          | Removal of Shoring and Backfill (East Side)                                           | LS              | 1         |            |                  |
| 8.                          | Pavement Restoration (East Side)                                                      | LS              | 1         |            |                  |
| <b>TOTAL BASE BID PRICE</b> |                                                                                       |                 |           |            |                  |

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

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

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

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

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

| ALTERNATE<br>BIDS | DESCRIPTION | EST.<br>QTY. | UNIT | UNIT<br>PRICE | TOTAL ITEM PRICE |
|-------------------|-------------|--------------|------|---------------|------------------|
|                   |             |              |      |               |                  |

### 1.3 List of Subcontractors

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

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

As stated in the Instructions to Bidders, Bidder is required to complete at least 50% of the contract value with its own forces. Bidder shall indicate the value of each subcontractor's work and the sum may not exceed the allowable amount.

| Work to be done by Subcontractor | Name of Subcontractor | Location of Business | CSLB Contractor License No. | DIR Registration Number | % of the Work |
|----------------------------------|-----------------------|----------------------|-----------------------------|-------------------------|---------------|
|                                  |                       |                      |                             |                         |               |
|                                  |                       |                      |                             |                         |               |
|                                  |                       |                      |                             |                         |               |
|                                  |                       |                      |                             |                         |               |
|                                  |                       |                      |                             |                         |               |
|                                  |                       |                      |                             |                         |               |

| Work to be done by Subcontractor | Name of Subcontractor | Location of Business | CSLB Contractor License No. | DIR Registration Number | % of the Work |
|----------------------------------|-----------------------|----------------------|-----------------------------|-------------------------|---------------|
|                                  |                       |                      |                             |                         |               |
|                                  |                       |                      |                             |                         |               |
|                                  |                       |                      |                             |                         |               |
|                                  |                       |                      |                             |                         |               |
|                                  |                       |                      |                             |                         |               |
|                                  |                       |                      |                             |                         |               |

(Attach additional sheets if necessary)

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

#### 1.4 Bidder Information and Experience Form

##### **A. INFORMATION ABOUT BIDDER**

**NOTE:** Indicate not applicable ("N/A") where appropriate. If Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: \_\_\_\_\_

2.0 Type, if Entity: \_\_\_\_\_

3.0 Bidder Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Facsimile Number

Telephone Number

\_\_\_\_\_

Email Address

4.0 How many years has Bidder's organization been in business as a Contractor?  
\_\_\_\_\_

5.0 How many years has Bidder's organization been in business under its present name? \_\_\_\_\_

5.1 Under what other or former names has Bidder's organization operated?  
\_\_\_\_\_

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: \_\_\_\_\_

6.2 State of Incorporation: \_\_\_\_\_

6.3 President's Name: \_\_\_\_\_

6.4 Vice-President's Name(s): \_\_\_\_\_

\_\_\_\_\_

6.5 Secretary's Name: \_\_\_\_\_

6.6 Treasurer's Name: \_\_\_\_\_

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: \_\_\_\_\_



7.2. Name and address of all partners (state whether general or limited partnership):

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8.0 If other than a corporation or partnership, describe organization and name principals:

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9.0 List other states in which Bidder's organization is legally qualified to do business.

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10.0 What type of work does the Bidder normally perform with its own forces?

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11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

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12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

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13.0 List Trade References:

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14.0 List Bank References (Bank and Branch Address):

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15.0 Name of Bonding Company and Name and Address of Agent:

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**B. LIST OF CURRENT PROJECTS (BACKLOG)**

[\*\*Duplicate Page if needed for listing additional current projects.\*\*]

| Project Name, &<br>Owner Contact<br>Information | Description of<br>Bidder's Work | Completion Date | Cost of Bidder's<br>Work |
|-------------------------------------------------|---------------------------------|-----------------|--------------------------|
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**C. LIST OF COMPLETED PROJECTS – LAST THREE YEARS**

[\*\*Duplicate Page if needed for listing additional completed projects.\*\*]

| Project Name, &<br>Owner Contact<br>Information | Description of<br>Bidder's Work | Completion Date | Cost of Bidder's<br>Work |
|-------------------------------------------------|---------------------------------|-----------------|--------------------------|
|                                                 |                                 |                 |                          |
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**D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE**

***Personnel:***

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person’s job title, name and percent of time to be allocated to this project:

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2. Summarize each person’s specialized education:

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3. List each person’s years of construction experience relevant to the project:

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4. Summarize such experience:

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Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

**Additional Bidder’s Statements:**

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

**E. VERIFICATION AND EXECUTION**

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

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

Name of Bidder\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

### 1.5 Non-Collusion Declaration

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing Bid.

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

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

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

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

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

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

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

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



## 1.7 Public Works Contractor Registration Certification

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

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

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

Name of Bidder: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

DIR Registration Expiration: \_\_\_\_\_

Small Project Exemption: \_\_\_\_\_ Yes or \_\_\_\_\_ No

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

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

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Dated: \_\_\_\_\_

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

1.8 Wage Theft Certification

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

- ☐ Neither the Bidder nor any of its subcontractors have been found by a final court order or administrative action of an investigatory government agency to have violated federal, state or local wage and hour laws, including but not limited to the federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance, within the past five (5) years from the bid submission deadline.
- ☐ The Bidder or its subcontractors have been found by a final court order or administrative action of an investigatory government agency to have violated federal, state or local wage and hour laws, including but not limited to the federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance, within the past five (5) years from the bid submission deadline. For each violation, the Bidder shall provide a copy of (i) the final court order and/or final administrative decision/action; and (ii) documents demonstrating either that the order/decision/action has been fully satisfied, or if the order/decision/action has not been fully satisfied, documents evidencing a payment or other alternative plan approved by the court/government agency to satisfy the order/decision/action and proof that the Bidder or its subcontractors are in compliance with that plan as of the bid submission deadline.
- ☐ The City has exempted the Bidder from the requirements of the City of Milpitas Wage Theft Procurement Policy.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

1.9 Contractor's Certificate Regarding Workers' Compensation.

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

Name of Bidder\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Dated \_\_\_\_\_

1.10 Bid Bond

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20\_\_\_\_, for **CURTIS AVE. RECYCLED WATER LINE REPAIR - EXPLORATORY WORK.**

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporation.

(Corporate Seal)

\_\_\_\_\_  
Contractor/Principal

Title \_\_\_\_\_

By \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

Notary Acknowledgment

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)  
· Partner(s)      · Limited  
                             · General

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

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

\_\_\_\_\_  
Title or Type of Document  
\_\_\_\_\_  
Number of Pages  
\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

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

Notary Acknowledgment

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)  
Partner(s)      Limited  
                         General

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

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

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

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

END OF BID FORMS

## 00 52 13 – CONTRACT

This CONTRACT, No. \_\_\_\_\_ is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between City of Milpitas, sometimes hereinafter called "City," and \_\_\_\_\_, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

a. **SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

### CURTIS AVE. RECYCLED WATER LINE REPAIR - EXPLORATORY WORK

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **Ninety (90) calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

c. **CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Payment shall be made as set forth in the General Conditions.

d. **LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Section 00 73 13, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

e. **COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form

Iran Contracting Act Certification  
Public Works Contractor Registration Certification  
Wage Theft Certification  
Performance Bond  
Payment (Labor and Materials) Bond  
General Conditions  
Special Conditions  
Technical Specifications  
Exhibits  
Addenda  
Plans and Drawings  
Caltrans Standard Specifications, except Division 1  
Caltrans Standard Plans  
Applicable Local Agency Standards and Specifications, as last revised  
Approved and fully executed change orders  
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

f. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

g. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

h. **PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code, which such rates shall be made available at the City's Administrative Office or may be obtained online at <http://www.dir.ca.gov>, and which must be posted at the job site.

i. **WAGE THEFT PREVENTION.**

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

(b) BY SIGNING THIS CONTRACT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS CONTRACT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT,



DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS CONTRACT.

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

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

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

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

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF MILIPITAS

[INSERT NAME OF CONTRACTOR]

By \_\_\_\_\_  
Jared Hernandez  
Acting City Manager  
  
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
  
Printed  
Name: \_\_\_\_\_

**(CONTRACTOR'S SIGNATURE MUST BE  
NOTARIZED AND CORPORATE  
SEAL AFFIXED, IF APPLICABLE)**

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Christopher Creech, Acting City Attorney

APPROVED:

By: \_\_\_\_\_  
Luz Cofresi-Howe, Finance Director/Risk Manager

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Christian Di Renzo, Public Works Director

**END OF CONTRACT**

Notary Acknowledgment

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

|                                  |          |
|----------------------------------|----------|
|                                  | Title(s) |
| Partner(s)                       | Limited  |
|                                  | General  |
| Attorney-In-Fact                 |          |
| Trustee(s)                       |          |
| Guardian/Conservator             |          |
| Other:                           |          |
| Signer is representing:          |          |
| Name Of Person(s) Or Entity(ies) |          |
|                                  |          |
|                                  |          |

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

## 00 61 13 – BOND FORMS

### 1.1 Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Milpitas, (hereinafter referred to as “City”) has awarded to \_\_\_\_\_, (hereinafter referred to as the “Contractor”) an agreement for Curtis Ave. Recycled Water Line Repair - Exploratory Work. (hereinafter referred to as the “Project”).

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of \_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, 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 Contractor, 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 and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, 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 shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney’s fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City’s rights or the Contractor or Surety’s obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- i Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- iii Permit the City to complete the Project in any manner consistent with California law and make available, as work progresses, sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project, nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed 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 to the terms of the Contract Documents or to the Project.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

(The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges is \$\_\_\_\_\_.

(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)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

Notary Acknowledgment

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)  
Partner(s)      Limited  
                         General

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

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

\_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

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

Notary Acknowledgment

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STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

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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

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- Corporate Officer

\_\_\_\_\_  
Title(s)  
Partner(s)      Limited  
                         General

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

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

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

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

END OF PERFORMANCE BOND



## 1.2 Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Milpitas (hereinafter designated as the "City"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows: Curtis Ave. Recycled Water Line Repair - Exploratory Work (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that

this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

Notary Acknowledgment

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)  
Partner(s)      Limited  
                         General

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

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

\_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

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

## Notary Acknowledgment

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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)

- ☐ Partner(s)      ☐ Limited  
                                  ☐ General

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

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

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Title or Type of Document

\_\_\_\_\_  
 Number of Pages

\_\_\_\_\_  
 Date of Document

\_\_\_\_\_  
 Signer(s) Other Than Named Above

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

### END OF PAYMENT BOND

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## 00 72 13 – GENERAL CONDITIONS

### ARTICLE 1    DEFINED TERMS

Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated, which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

- A.    Act of God – An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.
- B.    Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.
- C.    Additional Work -- New or unforeseen work will be classified as “Additional Work” when the City’s Representative determines that it is not covered by the Contract.
- D.    Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state, or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.
- E.    Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.
- F.    Bidder -- The individual or entity who submits a Bid directly to the City.
- G.    Caltrans Standard Specifications -- Standard Specifications of the State of California, Department of Transportation, 2023. Any reference therein to a State agency or officer shall be interpreted as if the corresponding City office or agent acting under this contract were so specified.
- H.    Caltrans Standard Plans -- Standard plans of the State of California, Department of Transportation, 2023. All metric measurements or quantities in the Caltrans Standard Plans shall be disregarded, and equivalent United States measures used.
- I.    Change Order (“CO”) -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.
- J.    Change Order Request (“COR”) -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work. This term may also be referred to as a Change Order Proposal (“COP”), or Request for Change (“RFC”).
- K.    City -- The City of Milpitas.



- L. City Council, Council -- The City Council of the City.
- M. City's Representative -- The individual or entity as identified in the Special Conditions to act as the City's Representative.
- N. Claim -- A demand or assertion by the City or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
- O. Contract -- The entire integrated written agreement between the City and Contractor concerning the Work. "Contract" may be used interchangeably with "Agreement" in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.
- P. Contract Documents -- The documents listed in Section 00 52 13, Article 5. Some documents provided by the City to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.
- Q. Contract Price -- Amount to be paid by the City to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.
- R. Contract Times -- The number of days or the dates stated in the Contract Documents to: achieve defined Milestones, if any; and to complete the Work so that it is ready for final payment.
- S. Contractor -- The individual or entity with which the City has contracted for performance of the Work.
- T. Contractor's Designated On-Site Representative -- The Contractor's Designated On-Site Representative will be as identified in Section 00 72 13, Article 3 and shall not be changed without prior written consent of the City.
- U. Daily Rate -- The Daily Rate stipulated in the Contract Documents as full compensation to the Contractor due to the City's unreasonable delay to the Project that was not contemplated by the parties.
- V. Day -- A calendar day of 24 hours measured from midnight to the next midnight.
- W. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.
- X. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.

- Y. Drawings -- That part of the Contract Documents prepared by the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
- Z. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.
- AA. Engineer -- whenever not qualified, shall mean the City Engineer or its designee, acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them. On all questions concerning the acceptance of materials, machinery, the classifications of material, the execution of work, conflicting interest of the contractors performing related work and the determination of costs, the decision of the Engineer, duly authorized by the City Council, shall be binding and final upon both parties.
- BB. Engineer of Record -- The individual, partnership, corporation, joint venture, or other legal entity named as such in Section 00 73 13, Article 1.1., or any succeeding entity designated by the City.
- CC. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time or, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a class I, class II, or class III disposal site in accordance with provisions of existing law, whichever is more restrictive.
- DD. Holiday -- The Holidays are defined as legal Federal, State, and City holidays including:

New Year's Day -- January 1  
 Martin Luther King Jr.'s Birthday -- Third Monday in January  
 Lincoln's Birthday -- February 12  
 President's Day -- Third Monday in February  
 Cesar Chavez Day -- March 31  
 Memorial Day -- Last Monday in May  
 Independence Day -- July 4  
 Labor Day -- First Monday in September  
 Veteran's Day -- November 11  
 Thanksgiving Day -- Fourth Thursday in November  
 Friday after Thanksgiving  
 Christmas Eve -- December 24  
 Christmas Day -- December 25

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

- EE. Notice of Award -- The written notice by the City to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, the City will sign and deliver the Contract.

- FF. Notice of Completion -- The form which may be executed by the City and recorded by the county where the Project is located constituting final acceptance of the Project.
- GG. Notice to Proceed -- A written notice given by the City to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.
- HH. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
- II. Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
- JJ. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.
- KK. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- LL. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
- MM. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.
- NN. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the City for performance of any portion of the Work at the Site.
- OO. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.
- PP. Successful Bidder -- The Bidder submitting a responsive Bid to whom the City makes an award.
- QQ. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.
- RR. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

- SS. Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its bid or as adjusted in accordance with the Contract Documents.
- TT. Warranty -- A written guarantee provided to the City by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this State, whichever is longer.
- UU. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## ARTICLE 2 CONTRACT DOCUMENTS

- A. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- B. **Interpretations.** The Contract Documents are intended to be fully cooperative and complementary. If the Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
  - 1. Change Orders
  - 2. Contract
  - 3. Addenda
  - 4. Special Conditions
  - 5. Technical Specifications
  - 6. Plans (Contract Drawings)
  - 7. General Conditions
  - 8. Instructions to Bidders
  - 9. Notice Inviting Bids
  - 10. Contractor's Bid Forms
  - 11. City Standard Specifications
  - 12. City Standard Drawings
  - 13. Caltrans Standard Specifications, except Division 1
  - 14. Caltrans Standard Plans
  - 15. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

- 1. Figures govern over scaled dimensions
- 2. Detail drawings govern over general drawings
- 3. Addenda or Change Order drawings govern over Contract Drawings
- 4. Contract Drawings govern over Standard Drawings
- 5. Contract Drawings govern over Shop Drawings

- C. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality, and most expensive shall always apply.
- D. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Project Work among subcontractors or in establishing the extent of Work to be performed by any trade.

### **ARTICLE 3 PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION**

Before any Work at the site is started, a conference attended by the City, Contractor, City's Representative, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

At this conference, the City and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

### **ARTICLE 4 CONTRACT DOCUMENTS: COPIES & MAINTENANCE**

Contractor will be furnished, free of charge, **five (5)** copies of the Contract Documents. Additional copies may be obtained at the cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents, including submittals, at the Project site.

### **ARTICLE 5 EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK**

- A. **Examination of Contract Documents.** Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- B. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

- C. **Quality of Parts, Construction and Finish.** All parts of the Work shall be of the best quality of their respective kinds, and the Contractor must use all diligence to inform itself fully as to the required construction and finish.
- D. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents, including the requirement to comply with all applicable laws, ordinances, rules, and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

## ARTICLE 6 EXISTENCE OF UTILITIES AT THE WORK SITE

- A. The City has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities, as derived from such records, are shown on the Plans.
- B. Unless indicated otherwise on the Plans and Specifications, no excavations were made to verify the locations shown for underground utilities. The service connections to these utilities may not be shown on the Plans. Any connections shown on the Plans are general locations. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work, which could result in damage to such utilities. The Contractor shall immediately notify the City in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.
- C. If applicable, all water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of the Work.
- D. Notwithstanding the above, pursuant to section 4215 of the Government Code, the City has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for Bids, the City shall assume the responsibility for their timely removal, relocation, or protection.
- E. Contractor, except in an emergency, shall contact the appropriate regional notification center (USA North), Northern California Underground Service Alert at 811 or 1-800-227-2600 or on-line at [usanorth811.org](http://usanorth811.org) at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification



number has been assigned to the Contractor or any subcontractor of the Contractor and the City has been given the identification number by the Contractor.

## **ARTICLE 7 SOILS INVESTIGATIONS**

- A. Reports and Drawings. The Special Conditions identify:
1. those reports known to the City of explorations and tests of subsurface conditions at or contiguous to the site; and
  2. those drawings known to the City of physical conditions relating to existing surface or subsurface structures at the site (except Underground Facilities).
- B. Limited Reliance by Contractor on Technical Data Authorized. Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, which were expressly not created or obtained to evaluate or assist in the evaluation of constructability, and are not Contract Documents. Contractor shall make its own interpretation of the “technical data” and shall be solely responsible for any such interpretations. Except for reliance on the accuracy of such “technical data,” Contractor may not rely upon or make any claim against the City, City’s Representative, or Engineer of Record, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor’s purposes, including, without limitation, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions, conclusions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

## **ARTICLE 8 CONTRACTOR’S SUPERVISION**

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the City. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of the Contractor. Contractor shall continuously provide efficient supervision of the Project.

## **ARTICLE 9 WORKERS**

- A. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.
- B. Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

## **ARTICLE 10 INDEPENDENT CONTRACTORS**

Contractor shall be an independent contractor for the City and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of City and are not entitled to benefits of any kind normally provided employees of City, including but not limited to, state unemployment compensation or workers' compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.

## **ARTICLE 11 SUBCONTRACTS**

- A. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.
- B. The City reserves the right to accept all subcontractors. The City's acceptance of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- C. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

## **ARTICLE 12 VERIFICATION OF EMPLOYMENT ELIGIBILITY**

By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of the Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

## **ARTICLE 13 REQUESTS FOR SUBSTITUTION**

- A. For the purposes of this provision, the term "substitution" shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Standard Specifications or otherwise referenced herein.
- B. Pursuant to Public Contract Code section 3400(b), the City may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.



- C. Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal to or better in every respect to that so indicated or specified in the Contract Documents. However, the City has adopted uniform standards for certain materials, processes, and articles.
  
- D. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than 15 (15) calendar days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the City, the Contractor shall provide the material, method or service specified herein. The City shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process, or article shall rest with the Contractor. The Engineer has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.
  
- E. Substantiating data as described above shall include, at a minimum, the following information:
  - 1. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.
  - 2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.
  - 3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the contract.
  - 4. Information detailing the durability and lifecycle costs of the proposed substitution.
  
- F. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Engineer is not obligated to review multiple submittals related to the same substitution request resulting from the Contractor's failure to initially submit a complete package.
  
- G. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of the Contractor's failure to provide substitution requests at the time and in the manner described herein.

- H. The Contractor shall bear the costs of all City work associated with the review of substitution requests.
- I. If substitution requests approved by the Engineer require that Contractor furnish materials, methods, or services more expensive than those specified, the increased costs shall be borne by Contractor.

#### **ARTICLE 14 SHOP DRAWINGS**

- A. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in its own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop drawings, calculations, schedules, and materials list, and all other provisions required by the Contract Documents. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the transmittal letter of the submittal.
- B. Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at the time of submission and has secured the Engineer's written acceptance. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

#### **ARTICLE 15 SUBMITTALS**

- A. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the Contract Documents. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- B. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
- C. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

#### **ARTICLE 16 MATERIALS**

- A. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, lights, power, transportation, superintendence, temporary constructions of every nature, and all

other services and facilities of every nature whatsoever necessary to execute and complete this Contract within the specified time.

- B. Unless otherwise specified, all materials shall be new, and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.
- D. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project to the City free from any claims, liens, or charges.
- E. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the City or any independent contractor.
- F. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the City shall not be liable for Contractor's failure to so. No additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Form, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.
- G. The City shall provide compensation for actual quantities of materials installed in accordance with the Contract Documents and at the price set forth in the Contractor's bid and/or executed change order. The City is not obligated to pay for materials stored on/off site but not yet installed in accordance with the Contract Documents.

## **ARTICLE 17 PERMITS AND LICENSES**

- A. Contractor shall obtain all other necessary permits and licenses for the construction of the Project, including encroachment permits, and shall pay all fees required by law and shall comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of public health and safety. Before acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the City. Any construction permits required by the City for performing any work on this project will be issued by the City at no charge to Contractor. Contractor and all subcontractors shall maintain a City business license at all times they are performing the Work.

## ARTICLE 18 TRENCHES

- A. **Trenches Five Feet or More in Depth.** Contractor shall submit to the Engineer at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the Engineer. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.
- B. **Excavations Deeper than Four Feet.** If the Work involves excavating trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly, and before the excavation is further disturbed, notify the City in writing of any of the following conditions:
1. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  2. Subsurface or latent physical conditions at the site differing from those indicated.
  3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract

The City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

## **ARTICLE 19 DIVERSION OF RECYCLABLE WASTE MATERIALS**

In compliance with the applicable City's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances, and provide the City Engineer with detailed records and quantities of the materials that were sent to recycling centers. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by the City or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

## **ARTICLE 20 REMOVAL OF HAZARDOUS MATERIALS**

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

## **ARTICLE 21 SANITARY FACILITIES**

Contractor shall provide sanitary temporary toilet buildings and hand washing facilities for the use of all workers. All toilets and hand washing facilities shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets and hand washing facilities shall be maintained in a sanitary condition at all times. Use of toilet and hand washing facilities in the Work under construction shall not be permitted. Any other sanitary facilities required by Cal/OSHA shall be the responsibility of the Contractor.

## **ARTICLE 22 AIR POLLUTION CONTROL**

Contractor shall comply with all air pollution and dust control rules, regulations, ordinances and statutes, including, but not limited to, those required by the Air Quality Management District. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall comply with the CARB's regulation regarding the use of off-road diesel fueled fleets, sections 2449, 2449.1, and 2449.2 of Title 13 of the California Code of Regulations. Contractor shall provide the City with a Certificate of Reported Compliance for all applicable vehicles used by Contractor or any subcontractor with diesel-fueled or alternative diesel fueled off-road compression-ignition engines with a maximum power of 25 horsepower or greater provided the

vehicles cannot be registered and driven safely on-road or were not designed to be driven on-road, even if they have been modified so that they can be driven safely on road. Noncompliant fleets are prohibited from being used on the Project. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

## **ARTICLE 23 LAYOUT AND FIELD ENGINEERING**

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense.

## **ARTICLE 24 TESTS AND INSPECTIONS**

- A. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and City inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
- B. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- C. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- D. In advance of manufacture of materials to be supplied by Contractor, which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.
- E. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- F. Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.



## **ARTICLE 25 PROTECTION OF WORK AND PROPERTY**

- A. The Contractor shall be responsible for all damages to persons or property that occurs as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the City. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- B. In an emergency affecting the safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the City. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the City and the Contractor.

## **ARTICLE 26 CONTRACTOR'S MEANS AND METHODS**

Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

## **ARTICLE 27 AUTHORIZED REPRESENTATIVES**

The City shall designate representatives, who shall have the right to be present at the Project site at all times. The City may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

## **ARTICLE 28 HOURS OF WORK**

- A. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

- B. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.
- C. The Contractor shall pay to the City a penalty of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
- D. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the City. Contractor shall also timely notify the City when work will be performed outside regular working hours or on weekends or holidays.
- E. City will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends require two days' notice for review and approval. Upon written request and approval, the 8.5-hour working day may be changed to other limits subject to city/county ordinance.
- F. Refer to the most current version of the City of Milpitas Noise Abatement Ordinance, Ord. 196.6 of the Municipal Code Section V-213. It shall be unlawful for any person to engage or permit to engage in construction of any building or related road or walkway, pool, or landscape improvement or in the construction operations related thereto including to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 7:00 p.m., Monday through Sunday, unless otherwise approved by the City:
  - 1. Powered Vehicles
  - 2. Construction Equipment
  - 3. Loading and Unloading Vehicles
  - 4. Domestic Power Tools

## **ARTICLE 29 PAYROLL RECORDS; LABOR COMPLIANCE**

- A. Pursuant to Labor Code section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor



shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

- B. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- C. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.
- D. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:
  - 1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
  - 2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.
- E. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- F. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or performing the contract shall not be marked or obliterated.
- G. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars (\$100.00) to the City for each calendar day, or portion thereof, for each worker, until strict compliance is

effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.

- H. The responsibility for compliance with this Article shall rest upon the Contractor.

### **ARTICLE 30 PREVAILING RATES OF WAGES**

- A. The Contractor is aware of the requirements of Labor Code sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov](http://www.dir.ca.gov). In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages, which are on file at the City's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.
- B. The Contractor shall forfeit as a penalty to the City not more than Two Hundred Dollars (\$200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
- C. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

### **ARTICLE 31 PUBLIC WORKS CONTRACTOR REGISTRATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the Department of Industrial Relations prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all

subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

## **ARTICLE 32 EMPLOYMENT OF APPRENTICES**

- A. Contractor and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.
- B. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- C. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.
- D. The responsibility for compliance with this Article shall rest upon the Contractor.

## **ARTICLE 33 NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to ensure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for or referred to herein.

Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for herein.

Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for herein; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

#### **ARTICLE 34 DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

#### **ARTICLE 35 LABOR/EMPLOYMENT SAFETY**

The Contractor shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

The Contractor shall submit the Illness and Injury Prevention Program and a Project site specific safety program to the City prior to beginning Work at the Project site. Contractor shall maintain a confined space program that meets or exceeds the City Standards. Contractor shall adhere to the City's lock out tag out program.

#### **ARTICLE 36 INSURANCE**

The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in this Article. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required hereunder. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Article. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause. Contractor shall furnish City with original certificates of insurance and endorsements effective coverage required

by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms acceptable to the City. All certificates and endorsements must be received and approved by the City before Work commences.

- A. **Additional Insureds; Waiver of Subrogation.** The City, its elected and appointed officials, officers, attorneys, agents employees and volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.
- B. **Workers' Compensation Insurance.** The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.
- C. **Employer's Liability Insurance.** Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.
- D. **Commercial General Liability Insurance.** Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The



policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

1. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.
2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.
4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.
5. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

- E. **Automobile Liability Insurance.** Contractor shall provide "occurrence" form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars (\$1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the City. All policies of

automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

- F. **Builder's Risk ["All Risk"]**. Not Applicable
- G. **Contractor's Pollution Liability Coverage**. Not Applicable
- H. Contractor shall require all tiers of sub-contractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by City. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the City as a result thereof.

### **ARTICLE 37 FORM AND PROOF OF CARRIAGE OF INSURANCE**

- A. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the City, the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
- B. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, agents, employees, and volunteers.
- C. The Certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the City has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance, including all endorsements and

any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

- D. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- E. City reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract, including any extension thereof if, in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- F. Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

### **ARTICLE 38 TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- A. **Time for Completion/Liquidated Damages.** Time is of the essence in the completion of the Work. Work shall be commenced within **ten (10) Days** of the date stated in the City's Notice to Proceed and shall be completed by the Contractor specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that the City will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed as determined by the City. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due, the Contractor may be retained to cover liquidated damages.
- B. **Inclement Weather.** Contractor shall abide by the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule. The Contractor shall implement measures and make contingencies as may be required to protect the Work and to all allow Work to proceed during wet or inclement weather to prevent delay or stoppage.

Extension of Time Due to Weather Delays: The City and Contractor mutually agree that excusable delay events associated with the occurrence of inclement weather will be based only on conditions that were not foreseeable at the time the Contract was entered into. The Contractor's construction schedule shall include an



allowance for the following schedule of expected weather delay days. If the Contractor encounters fewer inclement weather days per month or in total than shown below, then the City has the right to use the unencountered balance of days as an offset against any other claims for excusable delays or Owner-caused delays. Actual inclement weather days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. All Contractor claims for excusable delay due to excessive inclement weather shall be for critical path work only and must be supported by a Time Impact Analysis as described in Article 42. No additional compensation will be granted for an excusable delay.

| Month                               | Calendar Days |
|-------------------------------------|---------------|
| January                             | 6             |
| February                            | 6             |
| March                               | 7             |
| April                               | 4             |
| May                                 | 3             |
| June                                | 1             |
| July                                | 0             |
| August                              | 1             |
| September                           | 2             |
| October                             | 2             |
| November                            | 3             |
| December                            | 5             |
| Total Annual Inclement Weather Days | 40            |

- C. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the City in writing of causes of delay. The City shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.
- D. **No Damages for Reasonable Delay.** The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay, including delays caused by items that are the responsibility of the City pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

## ARTICLE 39 SCHEDULE OF VALUES, COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the City:

- A. When requested by the Engineer, and within ten (10) Days of Notice to Proceed with the Contract, the Contractor shall provide a Schedule of Values consisting of

a detailed estimate giving a complete breakdown of the Contract price for each lump sum bid item in the Contract.

- B. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- C. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.
- D. Following the City's Acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request.
- E. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

#### **ARTICLE 40 PROGRESS ESTIMATES AND PAYMENT**

- A. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include any amount earned for authorized extra work. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the City has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. From the remainder a further deduction may be made in accordance with Section B below. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.
- B. The Contractor shall provide an updated project schedule with each payment request.
- C. The City may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his judgment may be necessary to cover:
  - 1. Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.
  - 2. Defective work not remedied.

3. Failure of Contractor to make proper payments to his subcontractor or for material or labor.
  4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.
  5. Damage to another contractor or a third party.
  6. Amounts which may be due the City for claims against Contractor.
  7. Failure of Contractor to keep the record ("as-built") drawings up to date.
  8. Failure to provide update on construction schedule as required herein.
  9. Site cleanup.
  10. Failure to comply with Contract Documents.
  11. Liquidated damages.
  12. Legally permitted penalties.
- D. The City may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (B)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the City shall be deemed the agent of Contractor and any payment so made by the City shall be considered as a payment made under contract by the City to Contractor and the City shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The City will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.
- E. Upon receipt, the Engineer shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The City shall make the progress payment within 30 calendar days after the receipt of an undisputed and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the City to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the Engineer exceeds the seven (7) Day requirement.
- F. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the City.

## **ARTICLE 41 SECURITIES FOR MONEY WITHHELD**

Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the City to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the City to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

## **ARTICLE 42 CHANGES AND EXTRA WORK.**

### **A. Contract Change Orders.**

1. The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. Except as otherwise provided herein, all such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
2. Contractor shall promptly execute changes in the Work as directed in writing by the City even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time. All claims for additional compensation shall be presented in writing. No claim will be considered after the Work in question has been completed unless a written Change Order has been issued or a timely written notice of claim has been made by Contractor.
3. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract.
4. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done.
5. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the work, including Additional Work, promptly and expeditiously.
6. Contractor shall make available to the City any of the Contractor's documents related to the Project immediately upon request of the City, as set forth in Article 52.

7. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

**B. Contract Price Change.**

**1. Process for Determining Adjustments in Contract Price.**

- a. Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract Price or Contract Time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the City, unless the City requests that proposals be submitted in less than seven (7) Days.
- b. Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.
- c. Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the City.
- d. Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the City, including but not limited to estimates and quotations from subcontractors or material suppliers, as the City may reasonably request. Contractor shall certify the accuracy of all Change Order Requests under penalty of perjury.
- e. If the Contractor fails to submit a complete cost proposal within the seven (7) Day period (or as requested), the City has the right to order the Contractor in writing to commence the Work immediately on a time and materials basis and/or issue a lump sum change to the Contract Price and/or Contract Time in accordance with the City's estimate. If the change is issued based on the City's estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the City's estimate was in error.

**2. Unit Price Change Orders.**

- a. When the actual quantity of a Unit Price item is found to vary from the Bid Form, compensation for the change in quantity will be calculated by multiplying the actual quantity by the Unit Price. This calculation may result in either an additive or deductive Final Change Order pursuant to the Contract Documents. Contractor shall immediately inform the Engineer when the actual quantities vary from estimated quantities.

- b. No Mark up for Overhead and Profit. Because the Contract Unit Prices provided in the Bid Form include Overhead and Profit as determined by Contractor at the time of Bid submission, no mark up or deduction for Overhead and Profit will be included in Unit Price Change Orders.
  - c. Bid items included on the Bid Form may be deducted from the Work in their entirety without any negotiated extra costs.
  - d. Contractor acknowledges that unit quantities are estimates and agrees that the estimated unit quantities listed on the Bid Form will be adjusted to reflect the actual unit quantities, which may result in an adjustment to the Contract Unit Prices. Such an adjustment will be made by execution of a final additive or deductive Change Order following Contractor's completion of the Work. Upon notification, Contractor's failure to respond within seven (7) Days will result in City's issuance of a unit quantity adjustment to the Contract Unit Prices and/or Contract Time in accordance with the Contract Documents.
- 3. Lump Sum Change Orders. Compensation for Lump Sum Change Orders shall be limited to expenditures necessitated specifically by the Additional Work, and shall be segregated as follows:
  - a. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such new classifications. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
  - b. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight, and delivery. Materials costs shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the City shall determine the materials cost, at its sole discretion.
  - c. Tool and Equipment Use. Costs for the use of small tools, which are tools that have a replacement value of \$1,000 or less, shall be considered included in the Overhead and Profit mark-ups established below. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates



prevailing locally at equipment rental agencies, or distributors, at the time the Work is performed.

4. Time and Materials Change Orders.

- a. General. The term Time and Materials means the sum of all costs reasonably and necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of Additional Work. Except as otherwise may be agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items.
  - b. Timely and Final Documentation.
    - i. T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the City's Representative for an approval signature **each day** Additional Work is performed. Failure to get the City's Representative's approval signature each Day shall result in a waiver of Contractor's right to claim these costs. The City's Representative's signature on time sheets only serves as verification that the Work was performed and is not indicative of City's agreement to Contractor's entitlement to the cost.
    - ii. T&M Daily Summary Sheets. All documentation of incurred costs ("T&M Daily Summary Sheets") shall be submitted by Contractor within **three (3) Days** of incurring the cost for labor, material, equipment, and special services as Additional Work is performed. Contractor's actual costs shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Each T&M Daily Summary Sheet shall include Contractor's actual costs incurred for the Additional Work performed that day and a cumulative total of Contractor's actual costs incurred for the Additional Work. Contractor's failure to provide a T&M Daily Summary Sheet showing a total cost summary within three (3) Days but within five (5) Days of performance of the Work will result in the Contractor's otherwise allowable overhead and profit being reduced by 50% for that portion of Additional Work which was not documented in a timely manner. Contractor's failure to submit the T&M Daily Summary Sheet within five (5) Days of performance of the Work will result in a total waiver of Contractor's right to claim these costs.
    - iii. T&M Total Cost Summary Sheet. Contractor shall submit a T&M Total Cost Summary Sheet, which shall include total actual costs, within **seven (7) Days** following completion of City approved Additional Work. Contractor's total actual cost

shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Contractor's failure to submit the T&M Total Cost Summary Sheet within seven (7) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the T&M Summary Sheets or the performance of the Additional Work.

- c. Labor. The Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Work. The cost of labor will be the sum of the actual wages paid (which shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes) substantiated by timesheets and certified payroll for wages prevailing for each craft or type of workers performing the Additional Work at the time the Additional Work is done, and the labor surcharge set forth in the Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The labor surcharge shall constitute full compensation for all payments imposed by Federal, State, or local laws and for all other payments made to, or on behalf of, the workers, other than actual wages.
  - i. Equipment Operator Exception. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental.
  - ii. Foreman Exception. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to the Additional Work shall be paid. Indirect labor costs, including, without limitation, the superintendent, project manager, and other labor identified in the Contract Documents will be considered Overhead.
- d. Materials. The cost of materials reported shall be itemized at invoice or lowest current price at which materials are locally available and delivered to the Project site in the quantities involved, plus the cost of sales tax, freight, delivery, and storage.
  - i. Trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by Contractor.
  - ii. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the City's Representative.
  - iii. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the



purchaser for similar materials from said sources on Additional Work items or the current wholesale price for such materials delivered to the Project site, whichever price is lower.

- iv. If, in the opinion of the City's Representative, the cost of materials is excessive, or Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the total quantity concerned delivered to the Project site less trade discounts.
- v. The City reserves the right to furnish materials for the Additional Work and no Claim shall be allowed by Contractor for costs of such materials or Indirect Costs or profit on City furnished materials.

e. Equipment.

- i. Rental Time. The rental time to be paid for equipment on the Project site shall be the time the equipment is in productive operation on the Additional Work being performed and, in addition, shall include the time required to move the equipment to the location of the Additional Work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except that moving time will not be paid if the equipment is used on other than the Additional Work, even though located at the site of the Additional Work.
  - (a) Rental Time Not Allowed. Rental time will not be allowed while equipment is inoperative due to breakdowns.
  - (b) Computation Method. The following shall be used in computing the rental time of equipment on the Project site.
    - (i) When hourly rates are paid, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
    - (ii) When daily rates are paid, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation, and any part of an hour in excess of 4 hours will be considered one day of operation.

ii. Rental Rates. Contractor will be paid for the use of equipment at the lesser of (i) the actual rental rate, or (ii) the rental rate listed for that equipment in the California Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Contract was executed. Such rental rates will be used to compute payments for equipment whether the equipment is under Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate (i.e., daily, monthly) resulting in the least total cost to the City for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the publication, an equitable rental rate for the equipment will be established by the City's Representative. Contractor may furnish cost data which might assist the City's Representative in the establishment of the rental rate.

iii. Contractor-Owned Equipment.

(a) For Contractor-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of 173 hours per month.

(b) For Contractor-owned equipment, the rental time to be paid for equipment on the Site shall be the time the equipment is in productive operation, unless, in the instance of standby time, the equipment could be actively used by Contractor on another project, then City shall pay for the entirety of the time the equipment is on Site. It shall be Contractor's burden to demonstrate to the City that the equipment could be actively used on another project.

(i) All equipment shall, in the opinion of the City's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used.

(ii) Before construction equipment is used on the Additional Work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the City's Representative, in duplicate, a description of the equipment and its identifying number and the scheduled Additional Work activities planned.

(iii) Unless otherwise specified, manufacturer's rating and manufacturer approved

modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

- f. Special Services. Special work or services are defined as that Additional Work characterized by extraordinary complexity, sophistication, or innovation, or a combination of the foregoing attributes, which are unique to the construction industry.
  - i. Invoices for Special Services. When the City's Representative and Contractor determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its Subcontractors, the special service may be performed by an entity especially skilled in the Additional Work. Invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs, after validation of market values by the City's Representative.
  - ii. Discount and Allowance. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of Overhead and Profit specified herein, a total allowance not to exceed fifteen percent (15%) for Overhead and Profit will be added to invoices for Special Services.
  - iii. When the City determines, in its sole discretion, that competitive bidding is necessary for certain special services, Contractor shall solicit competitive bids for those special services.
- g. Excluded Costs. The term Time and Material shall not include any of the following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by Contractor's allowance for Overhead and Profit.
  - i. Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Additional Work;
  - ii. Office Expenses. Expenses of Contractor's principal and branch offices;

- iii. Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;
  - iv. Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;
  - v. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents;
  - vi. Small Tools. Cost of small tools valued at less than \$1,000 and that remain the property of Contractor;
  - vii. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;
  - viii. Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;
  - ix. Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;
  - x. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.
- h. Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
- i. "Net Cost" is defined as consisting of costs of labor, materials, and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide City with documentation of the costs, including, but not limited to, payroll records, invoices, and such other information as City may reasonably request.

- ii. For Work performed by the Contractor's forces, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work.
  - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the subcontractor's Net Cost of the Work to which the Contractor may add five percent (5%) of the subcontractor's Net Cost.
  - iv. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the subcontractor and general contractor may each add an additional five percent (5%) of the Net Cost of the lower tier subcontractor.
  - v. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by City exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.
5. All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings, field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary On-Site facilities (Offices, Telephones, High Speed Internet Access, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final Cleanup; Other Incidental Work; Related Warranties; insurance and bond premiums.
6. For added or deducted Work by subcontractors, the Contractor shall furnish to the City the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors
7. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the City a detailed record of the cost to the Contractor, signed by such vendor or supplier.
8. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total

cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

9. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City's change order form in an attempt to reserve additional rights.
10. If the City disagrees with the proposal submitted by Contractor, it will notify the Contractor and the City will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the City, a Change Order will be issued by the City. If no agreement can be reached, the City shall have the right to issue a unilateral Change Order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the City within fifteen (15) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order, and providing such supporting documentation for its position as the City may require.

**C. Change of Contract Times.**

1. The Contract Times may only be changed by a Change Order.
2. All changes in the Contract Price and/or adjustments to the Contract Times related to each change shall be included in Contractor's COR pursuant to this Article. No cost or time will be allowed for cumulative effects of multiple changes. All Change Orders must state that the Contract Time is not changed or is either increased or decreased by a specific number of days. Failure to include a change to time shall waive any change to the time unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the Change Order.
3. Notice of the amount of the request for adjustment in the Contract Times with supporting data shall be delivered within seven (7) Days after such start of occurrence, unless the City's Representative allows an additional period of time to ascertain more accurate data in support of the request. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed.
4. City may elect, at City's sole discretion, to grant an extension in Contract Times, without Contractor's request, because of delays or other factors.
5. Use of Float and Critical Path.



- a. Float is for the benefit of the Project. Float shall not be considered for the exclusive use or benefit of either the City or the Contractor.
  - b. Contractor shall not be entitled to compensation, and City will not compensate Contractor, for delays which impact early completion. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float.
- 6. Contractor's entitlement to an extension of the Contract Times is limited to a City-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the City-caused delay extends the critical path beyond the previously approved Contract Time. If approved, the increase in time required to complete the Work shall be added to the Contract Time.
  - a. Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.
  - b. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions (as determined by the City), Acts of God, acts or failures to act of utility owners not under the control of City, or other causes not the fault of and beyond control of City and Contractor, then Contractor shall be entitled to a time extension when the Work stopped is on the critical path. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays. Contractor must submit a timely request in accordance with the requirements of this Article.
  - c. Utility-Related Delays.
    - i. Contractor shall immediately notify in writing the utility owner and City's Representative of its construction schedule and any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with this Article.
    - ii. Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, as noted in the Contract Documents or by the Underground Service Alert survey.
- 7. Content for Requests for Contract Extension. Contractor's justification for entitlement shall be clear and complete citing specific Contract Document

references and reasons on which Contractor's entitlement is based. At a minimum, each request for a time extension must include:

- a. Each request for an extension of Contract Time must identify the impacting event, in narrative form, providing a description of the delay event and sufficient justification as to why the Contractor is entitled to a time extension. Contractor must demonstrate that the delay arises from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and any Subcontractors or Suppliers, or any other persons or organizations employed by any of them or for whose acts any of them may be liable, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Times, despite Contractor's reasonable and diligent actions to guard against those effects.
- b. Each request for an extension of Contract Time must include a time impact analysis in CPM format, using the Contemporaneous Impacted As-Planned Schedule Analysis to calculate the impact of the delay event.

8. No Damages for Reasonable Delay.

- a. City's liability to Contractor for delays for which City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs.
- b. City and City's Representative, and the officers, members, partners, employees, agents, consultants, or subcontractors of each of them, shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

9. Contractor's failure, neglect, or refusal to comply with the requirements of the Contract Documents, or any portion thereof, shall bar Contractor's request for extensions of the Contract Times. Such failure, neglect, or refusal prejudices City's and City's Representative's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for extensions of Contract Times, and whether such extensions may be warranted. Contractor hereby waives all rights to extensions of Contract Times due to delays or accelerations that result from or occur during periods of time for which Contractor fails, neglects, or refuses to fully comply with the requirements of this Article.



10. Contractors submission of daily construction reports and schedule updates in accordance with these Contract Documents is required for the evaluation of the merits of time extension request. Failure of the Contractor to submit daily construction reports and schedule updates shall constitute a waiver of its right to seek a time extension or additional compensation.

#### **ARTICLE 43 FINAL ACCEPTANCE AND PAYMENT**

- A. Final Inspection. Upon written notice from Contractor that the entire Work is complete, the Engineer will promptly make a final inspection and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.
- B. Final Acceptance. After Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as-builts), and other documents required by the Contract Documents, the City shall execute and file with the County in which the Project is located a Notice of Completion, constituting final acceptance and completion of the Project, except as may be expressly noted.
- C. Final Payment.
  1. Application for Payment. Upon execution of the Notice of Completion, Contractor may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied (except as previously delivered) by: all documentation called for in the Contract Documents, including but not limited to a fully completed Conditional Waiver and Release on Final Payment
  2. City's Review of Application and Acceptance. If, on the basis of the City's observation of the Work during construction and final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the City is satisfied that the Work has been completed and Contractor has satisfied all other requirements for final payment, the City will process the final payment application. Otherwise, the City will return the payment application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the application for payment.
  3. Payment Becomes Due. Within sixty (60) Days after the presentation to the City of the proper and complete final application for payment and accompanying documentation, the amount recommended by the Engineer, less any sum the City is entitled to set off pursuant to the Contract Documents, will become due and will be paid by the City to Contractor.

- D. Waiver of Claims. The making and acceptance of final payment will constitute a waiver of all Claims by Contractor against the City other than those previously made in accordance with the requirements herein and expressly acknowledged by the City in writing as still unsettled.

#### **ARTICLE 44 OCCUPANCY**

The City reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

#### **ARTICLE 45 INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the City's choosing), indemnify and hold harmless the City, officials, officers, agents, employees, and representatives, and each of them from and against:

- A. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the City or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the City or its officials, officers, employees, or authorized volunteers.
- B. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.
- C. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- D. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall immediately defend, at Contractor's own cost, expense and risk, with the City Council's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

## **ARTICLE 46 PROCEDURE FOR RESOLVING DISPUTES**

Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 42, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

- A. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.
- B. **Claims.** For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 42 "Changes and Extra Work" has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 42, Changes and Extra Work, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than the date of final payment. The claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.
- C. **Supporting Documentation.** The Contractor shall submit all claims in the following format:

1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
2. List of documents relating to claim:
  - Specifications
  - Drawings
  - Clarifications (Requests for Information)
  - Schedules
  - Other
3. Chronology of events and correspondence
4. Analysis of claim merit
5. Analysis of claim cost
6. Time Impact Analysis in CPM format

**D. City's Response.** Upon receipt of a claim pursuant to this Article, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the City issues its written statement.

1. If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three Days following the next duly publicly noticed meeting of the City's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
2. Within 30 Days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than \$15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

**E. Meet and Confer.** If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in

writing, either within 15 Days of receipt of the City's response or within 15 Days of the City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

F. **Mediation.** Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor with a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
2. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
3. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.
4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

G. **Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

H. **Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
  2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- I. **Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**
- J. **Non-Waiver.** The City's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

## ARTICLE 47 CITY'S RIGHT TO TERMINATE CONTRACT

### A. Termination for Cause by the City:

1. In the sole estimation of the City, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within



such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the City may serve written notice upon the Contractor and its Surety of the City's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) calendar days unless such violations have ceased and arrangements satisfactory to the City have been made for correction of said violations.

2. In the event that the City serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform the Contract. If the Surety does not: (1) give the City written notice of Surety's intention to take over and commence performance of the Contract within 15 calendar days of the City's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of the Contract within 30 calendar days of the City's service of said notice upon Surety; then the City may take over the Work and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.
3. In the event that the City elects to obtain an alternative performance of the Contract as specified above: (1) the City may, without liability for so doing, take possession of and utilize in completion of the Work such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion (A special lien to secure the claims of the City in the event of such suspension is hereby created against any property of Contractor taken into the possession of the City under the terms hereof and such lien may be enforced by sale of such property under the direction of the City Council without notice to Contractor. The proceeds of the sale after deducting all expenses thereof and connected therewith shall be credited to Contractor. If the net credits shall be in excess of the claims of the City against Contractor, the balance will be paid to Contractor or Contractor's legal representatives.); and (2) Surety shall be liable to the City for any cost or other damage to the City necessitated by the City securing an alternate performance pursuant to this Article.

**B. Termination for Convenience by the City:**

1. The City may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, if the City determines that a termination is in the City's interest.
2. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the Effective Date of such termination.

3. After receipt of Notice of Termination, and except as directed by the City's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:
  - a. Stop Work as specified in the Notice.
  - b. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
  - c. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
  - d. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.
  - e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.
  - f. Submit to the City's Representative, within ten (10) calendar days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 calendar days after the Effective Date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the City's Termination for Convenience."
4. Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed.
5. In the event that the City exercises its right to terminate this Contract pursuant to this clause, the City shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, the following amounts:
  - a. All actual reimbursable costs incurred according to the provisions of this Contract.
  - b. A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of



the City's Representative that it is reasonably probable that Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.

- c. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Contract under this Article.
- C. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.

#### **ARTICLE 48 WARRANTY AND GUARANTEE OF WORK**

- A. Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the City, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year from the date of the Notice of Completion of the Project without any expense whatever to the City, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.
- B. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) calendar days after being notified in writing of required repairs, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder immediately upon demand.
- C. In addition to the warranty set forth in this Article, Contractor shall obtain for City all warranties that would be given in normal commercial practice and assign to City any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period

set forth in this Article. Contractor shall furnish the City with all warranty and guarantee documents prior to final Acceptance of the Project by the City as required.

- D. When specifically indicated in the Contract Documents or when directed by the Engineer, the City may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the City for installation by the Contractor to be voided or reduced, Contractor shall indemnify City from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the City for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.
- E. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.
- F. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the City shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.
- G. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- H. Acceptance of Defective Work.
  - 1. If, instead of requiring correction or removal and replacement of Defective Work, the City prefers to accept it, City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to City's evaluation of and determination to accept such Defective Work and for the diminished value of the Work.
  - 2. If any acceptance of defective work occurs prior to release of the Project Retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by City.
  - 3. If the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to City.
  - 4. If the acceptance of Defective Work occurs after release of the Project Retention, an appropriate amount will be paid by Contractor to City.

I. City May Correct Defective Work.

1. If Contractor fails within a reasonable time after written notice from City's Representative to correct Defective Work, or to remove and replace rejected Work as required by City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, City may, after seven (7) Days' written notice to Contractor, correct, or remedy any such deficiency.
2. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City and City's Representative, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable City to exercise the rights and remedies to correct the Defective Work.
3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by City correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions into the Contract Documents with respect to the Work; and City shall be entitled to an appropriate decrease in the Contract Price.
4. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work.
5. If the Change Order is executed after all payments under the Contract have been paid by City and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to City.
6. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Contractor to City.
7. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to City correcting Defective work.

J. Nothing in the Warranty or in the Contract Documents shall be construed to limit the rights and remedies available to City at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

**ARTICLE 49 DOCUMENT RETENTION & EXAMINATION**

- A. In accordance with Government Code section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- B. Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.
- C. In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of four (4) years after final payment.

**ARTICLE 50 SEPARATE CONTRACTS**

- A. The City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- B. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.
- C. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

**ARTICLE 51 NOTICE AND SERVICE THEREOF**

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to City shall be addressed to the City as designated in the Notice Inviting Bids unless City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) calendar days after being sent by first class mail, whichever

is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

## **ARTICLE 52 NOTICE OF THIRD PARTY CLAIMS**

Pursuant to Public Contract Code section 9201, the City shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The City is entitled to recover reasonable costs incurred in providing such notification.

## **ARTICLE 53 STATE LICENSE BOARD NOTICE**

Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

## **ARTICLE 54 INTEGRATION**

- A. **Oral Modifications Ineffective.** No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
- B. **Contract Documents Represent Entire Contract.** The Contract Documents represent the entire agreement of the City and Contractor.

## **ARTICLE 55 ASSIGNMENT OF CONTRACT**

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the City. Any assignment or change of Contractor's name of legal entity without the written consent of the City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

## **ARTICLE 56 CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY**

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect City's rights under the Contract, including but not limited to the bonds.

## **ARTICLE 57 ASSIGNMENT OF ANTITRUST ACTIONS**

Pursuant to Public Contract Code section 7103.5, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all

causes of action it may have under Section 4 of the Clayton Act (15 USC, Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

## **ARTICLE 58 PROHIBITED INTERESTS**

No City official or representative who is authorized in such capacity and on behalf of the City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

## **ARTICLE 59 CONTROLLING LAW**

Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

## **ARTICLE 60 JURISDICTION; VENUE**

Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of Santa Clara County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

## **ARTICLE 61 LAWS AND REGULATIONS**

- A. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, it shall bear all costs arising therefrom.
- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

## **ARTICLE 62 PATENTS**

Contractor shall hold and save the City, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this contract.



### **ARTICLE 63 OWNERSHIP OF CONTRACT DOCUMENTS**

All Contract Documents furnished by the City are City property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With the exception of one complete set of Contract Documents, all documents shall be returned to the City on request at completion of the Work.

### **ARTICLE 64 NOTICE OF TAXABLE POSSESSORY INTEREST**

In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

### **ARTICLE 65 SURVIVAL OF OBLIGATIONS**

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

## 00 73 13 – SPECIAL CONDITIONS

### 1.1 Engineer of Record.

- A For purposes of this Project, the Engineer of Record or Engineer shall be: Michael Silveira – City Engineer.

### 1.2 Location of the Project.

- A The Project is located within the utility easement adjacent to the Union Pacific Railroad (UPRR) and Bay Area Rapid Transit (BART) railroad tracks at 777 Gibraltar Drive.
- B The general location of the Project is shown in Exhibit B.

### 1.3 Status of the Project Area and Rights-of-Way.

- A City, at its expense, will provide all rights-of-way or permits, or both, covering the crossing of private property and public and private rights-of-way necessary for the permanent Work; provided, however, Contractor shall, at its expense, obtain any bonds or insurance policies or pay any fees and enter into any agreements required by a controlling authority, e.g., Caltrans or Southern Pacific Railroad Company, before Contractor enters upon any property or right-of-way under the jurisdiction of any such controlling authority for the purpose of performing Work.
- B City has acquired or is negotiating to acquire any rights-of-way, or both, necessary for the permanent Work.
- C If such permits are required, all operations of Contractor shall conform to the restrictions, regulations, and requirements set forth in said permits, copies of which will be included in the Contract Documents.
- D Contractor may be required, as a condition for receiving final payment, to obtain, and provide City's Representative with copies of, executed damage releases from the owners of public and private property whose property has been damaged by the Work. The damage releases will be on a form provided by City.
- E Contractor shall, also, as a condition for receiving final payment, obtain, and provide City's Representative with copies of, executed damage releases from the owners of certain public and private property or areas which have been crossed by the Work or otherwise affected by the Work. The damage releases will be on a form provided by City.

### 1.4 Site Data.

NOT USED.

### 1.5 Pre-Purchased or Pre-Negotiated Material.

NOT USED



1.6 Designation of City's Representative.

- A Unless otherwise modified by City, City's Representative shall be Roger Lee, Senior Special Project Associate.

1.7 Project Retention

In accordance with Public Contract Code § 7201, City will withhold 5% of each progress payment as retention on the Project.

1.8 Liquidated Damages Due to Contractor Delay.

- A Time is of the essence. Should Contractor fail to complete all or any part of the Work within the time specified in the Contract Documents, City will suffer damage, the amount of which is difficult, if not impossible, to ascertain and, pursuant to the authority of Government Code section 53069.85, City shall therefore be entitled to Five Hundred Dollars \$500 per Calendar Day as liquidated damages for each Day or part thereof that actual completion extends beyond the time specified.
- B Liquidated damages may be deducted from progress payments due to Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent City, in case of Contractor's default, from terminating the Contractor.

1.9 Utility Outages – Notices to Residents.

- A Should Contractor's operations require interruption of any utility service, Contractor shall notify City at least ten (10) Days prior to the scheduled outage. Contractor will notify all impacted residents on a form provided by the City at least seven (7) Days prior to the scheduled outage.
- B Contractor shall be responsible for providing, at its cost, any temporary utility or facilities necessitated by the utility outage.

1.10 Schedule Constraints.

NOT USED.

1.11 Safety Programs.

Comply with OSHA shoring requirements.

1.12 Coordination with Other Contractors.

NOT USED.

**END OF SPECIAL CONDITIONS**

## **01 00 00 – GENERAL REQUIREMENTS**

### **PART 1        GENERAL**

#### **1.1        DESCRIPTION**

A 20" welded steel pipe used to convey recycled water (RW) is leaking. The RW line under the tracks is inside a 30" split steel casing along with four (4) 1-1/4" HDPE conduits that contain fiber optics. The section of RW line that is leaking has been isolated from the rest of the RW distribution system through valve closures on Curtis Ave. (west side of UPRR tracks) and on Gibraltar Ave. The RW line is not pressurized, and no RW customers are without service.

Work is needed to excavate on the east side of the tracks (behind 777 Gibraltar Drive and outside of track right-of-way) to expose the 20" RW just outside of the 30" casing and determine if the leak is originating from the RW line in the vicinity of tracks.

If the leak is confirmed in the vicinity of the tracks, the 20" RW line is to be cut with a section removed. Once access to the RW line is made, an inspection camera will video the line to access condition and if the RW line is a candidate for a cured in place pipe (CIPP) liner. Shoring is to remain in place until the RW is videod, a new isolation valve is installed where the 20" RW was cut, the excavation is backfilled, and the surface paved with asphalt to match the existing grade.

If the leak is confirmed to not originate in the vicinity of the tracks, no work is to occur to the RW line. Shoring is to be removed, excavation is to be filled, and the surface paved with asphalt to match the existing grade.

### **PART 2        (NOT USED)**

### **PART 3        EXECUTION**

#### **3.1        LAYOUT OF WORK AND QUANTITY SURVEYS**

- A.        General.    The Contractor shall utilize a properly licensed surveyor to perform all layout surveys required for the control and completion of the Work, and all necessary surveys to compute quantities of Work performed.

City and/or the Engineer of Record has established primary control to be used by the Contractor for establishing lines and grades required for the Work.

Primary control consists of benchmarks and horizontal control points in the vicinity of the Work. A listing and identification of the primary control is provided on the Drawings. Before beginning any layout work or construction activity, the Contractor shall check and verify primary control, and shall advise the City Representative of any discrepancies.

- B.        Quantity surveys. The Contractor shall perform such surveys and computations as are necessary to determine quantities of Work performed or placed during each progress payment period, and shall perform all surveys necessary for the City Representative to determine final quantities of Work in place. The City Representative will determine final quantities based upon the survey data provided

by the Contractor, and the design lines and grades. If requested by the City Representative, the Contractor shall provide an electronic copy of the data used for quantity computations.

All surveys performed for the measurement of final quantities of Work and material shall be subject to the approval of the City's Representative. Unless waived by the City's Representative in each specific case, quantity surveys made by the Contractor shall be made in the presence of the City's Representative.

### C. Surveying

1. Accuracy. Degree of accuracy shall be an order high enough to satisfy tolerances specified for the Work and the following:

- (a) Right-of-way and alignment of tangents and curves shall be within 0.1 foot.
- (b) Structure points shall be set within 0.01 foot, except where operational function of the special features or installation of metalwork and equipment require closer tolerances. When formwork has been placed and is ready for concrete, the Contractor shall check the formwork for conformance with the drawings and to ensure that the forms are sufficiently within the tolerance limits for the completed work.
- (c) Cross-section points shall be located within 0.1 foot, horizontally and vertically.
- (d) Aerial Mapping shall meet National Mapping Standards for 2-foot contour intervals.

D. Records. Survey data shall be recorded in accordance with recognized professional surveying standards. Original field notes, computations, and other surveying data shall be recorded on electronic data collectors or in standard field books and must be of sufficient quality to enable the Contractor to prepare accurate record drawings as required by the Contract Documents.

E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required for surveys for the layout of work and quantity surveys shall be included in the Schedule of Pay Items for items of work requiring the surveys. No additional compensation shall be made to the Contractor for this Work.

## 3.2 SCHEDULE

A. Estimated Schedule. Within 21 Days after the issuance of the Notice of Award, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely

completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.

- B. **Schedule Contents.** The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources, which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The overall Project Schedule duration shall be within the Contract time.
- C. **Weather Allowance.** The schedule shall allow adequate time for inclement weather.
- D. **Schedule Updates.** Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer monthly when requested to do so by the Engineer. Contractor shall also submit schedules showing a three week detailed look-ahead at bi-weekly meetings conducted with the City. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

### 3.3 TEMPORARY FIELD OFFICE

NOT USED.

### 3.4 PROTECTION OF WORK AND PROPERTY

- A. All traffic detector loops, fences, walls, culverts, monuments, or other obstructions (except property line monuments within five (5) feet of the centerline of the mains) which are removed, damaged, or destroyed in the course of the Work, shall be replaced or repaired to the original condition at no additional cost to City. Contractor shall be responsible for the cost to repair, replace, relocate, and replacement of utilities whether or not those obstructions have been shown on the Plans, unless otherwise stated herein. It is then the Contractor's responsibility to employ at its expense a Licensed Land Surveyor to restore all property line monuments located more than five (5) feet from the centerline of the mains, which are destroyed or obliterated. Property line monuments located within five (5) feet of the centerline of the mains will be replaced by the City at no expense to the Contractor, provided the City is notified at least 48 hours before the property line monuments are damaged.
- B. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

- C. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:
1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
  2. Provide substantial barricades around any shrubs or trees indicated to be preserved.
  3. Deliver materials to the Project site over a route designated by the Engineer.
  4. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
  5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
  6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the City, at no cost to the City.
  7. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.
  8. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
  9. At the completion of work each day, leave the Project site in a clean, safe condition.
  10. Comply with any approved stage construction and traffic control plans. Access to residences and businesses shall be maintained at all times, unless otherwise permitted in writing by the City.
  11. Cover and or protect work and project site as may be required to prevent or mitigate schedule delay and to allow work to proceed during wet weather or wet conditions.
- D. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the

prices paid for the various contract items of Work, and no additional allowance will be made therefore.

- E. Should damage to persons or property occur as a result of the Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs.

### 3.5 SITE CONDITIONS SURVEYS

#### A. Work Included.

Contractor shall conduct thorough pre-construction and post-construction site condition surveys of the entire project area. Site Conditions surveys shall include written documentation of the conditions found, as well as photographs and video recordings of the area within at least 80 feet of any construction area and staging area. The written notes, photographs, and video shall be suitable for forensic purposes to resolve any damage claims that may arise as a result of construction.

#### B. Submittals.

1. Written documentation of site condition survey at pre-construction and post-construction.
2. Photographs as described herein of pre-construction and post-construction conditions.
3. Video recordings as described herein of pre-construction and post-construction conditions.
4. Submittals shall be made within three days of the surveys. All post-construction data shall be submitted prior to the final project inspection.

#### C. Site Condition Written Documentation.

Written documentation shall include the time, date, and conditions under which the site survey was made. The documentation shall note the condition of structures, pavement, sidewalks, utilities, fences, and etc. within the work areas.

#### D. Photographs & Video Recording.

1. General – Prior to starting Work, Contractor shall provide a video recording of the project site. Contractor shall take enough photographs during each site survey to provide a record of conditions existing prior to construction and conditions after construction. Pre-construction video and photographs shall be taken prior to any construction or mobilization of equipment, but not more than one week prior to actual start of work. The pre-construction photographs may be staged at different times to match the progression of the Work.

2. The photographs shall document existing damage to public and private facilities, both prior to and after construction. Conditions to be documented include, but are not limited to: sidewalk cracks, broken curbs, separated property walls, improvements within public right-of-ways, access roads used, utility covers and markings, signs, pavement striping, pavement, unique or unusual conditions, adjacent driveways, landscaping, survey markers, and any feature directed by the Engineer. Private property that is adjacent to the public right-of-way shall be documented to the extent visible from the public right-of-way.
3. Photographs shall include items to indicate scale, as needed. In particular, scales or other items shall be laid next to close ups of structural cracks and other damaged areas being recorded. Scaling shall also be used to document elevation differences, as needed.
4. One set of color prints and the preconstruction site video shall be submitted. Additional sets shall be available for reviewing in settling any construction disputes. A set of photos shall also be furnished in electronic format. The resolution shall be at least equal to 7 mega-pixels. All photos shall be documented as to time and date taken, photographer, project number, location, and orientation. Documentation shall include a brief description of objects photographed.

E. Video Recording.

1. Video recordings shall document the conditions of the entire area affected by construction, as well as nearby structures and facilities. The general documentation requirements for videos are the same as for photographs. Video recorders shall accurately and continuously record the time and date.
2. Video recordings shall include an audio portion made simultaneously during the videoing. The audio recording shall describe the location, time, orientation, and objects being recorded. Special commentary shall be provided for unusual conditions or damage noted.
3. Video equipment shall be capable of producing high resolution images and shall have zoom capabilities.
4. Video recordings shall provide an overall picture of the sites and shall provide detailed images of damaged areas. Video shall extend to the maximum height of structures.
5. The Engineer shall have the right to reject any audio video recordings submitted with unintelligible audio, uncontrolled pan or zoom, or of poor quality. Video recordings shall be repeated when rejected.
6. Video recordings shall be submitted with labels indicating the project, date, recorder, and other pertinent information. Recordings shall be submitted on standard DVDs in a standard format.

F. Timing.



Contractor shall provide written notice of the time scheduled for the site conditions survey and the place it is to begin. Contractor shall obtain the Engineer's concurrence prior to beginning the condition survey. The Engineer reserves the right to cancel the survey due to weather conditions or other problems. Videoing shall be done during times of good visibility and no videoing or photography shall be done during periods of visible precipitation or when standing water obscures pavement. Contractor shall provide the Engineer with an opportunity to have a representative present when taking the photos and provide guidance during photographing.

G. Site Surveyor.

The site condition surveyor(s) shall be experienced in construction and potential damage concerns. The site condition surveyor(s) shall be familiar with the photography and video equipment being used.

H. Field Quality Control.

Prior to submitting videos and photographs, the Contractor shall spot check the photos and videos in the field to ensure they accurately reflect the actual conditions and to ensure they are correctly labeled.

I. Soils Compaction Testing.

1. All soils compaction testing will be done by a licensed geotechnical engineer furnished by the City. Soils compaction testing will be done for all footings and foundations prior to placement of rebar or concrete.
2. For pipeline construction, soil compaction testing will be done at 100-foot intervals or as ordered by the project soils/geotechnical report at the bottom of the trench prior to placement of pipe bedding; at the top of the pipe bedding above the pipe; every two vertical feet of trench backfill or as otherwise ordered by the project soils/geotechnical report; at the top of the trench backfill, which could be the bottom of the pavement section; and at the top of the aggregate base prior to pavement construction.

### 3.6 SUBMITTAL REQUIREMENTS FOR MANUALS AND RECORD DRAWINGS

A. General. The Contractor shall furnish all materials and perform all Work required for furnishing submittals to the City in accordance with Contract Documents. The Contractor shall submit Project Record Drawings, Technical Manual, Spare Parts, and other required items within 5 days following completion of project construction, and prior to Contractors request for Project Acceptance.

B. Technical Manuals.

1. The Contractor shall submit technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner in the Technical Manual. It shall be written so that it can be used and understood by City's operation and maintenance staff.



2. The Technical Manual shall be subdivided first by specification section number; second, by equipment item; and last, by "Category." The Contractor shall furnish to City four (4) identical Technical Manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard binder.
- C. Spare Parts List - The Contractor shall furnish to City six (6) identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall include those spare parts which each manufacturer recommends be maintained by City in inventory. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to assist City in ordering. The Contractor shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring binder.
- D. Record Drawings
1. The Contractor shall maintain one record set of Drawings at the Site. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. These master record drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.
  2. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations.
  3. Record drawings shall be accessible to City's Representative at all times during the construction period. The record drawings shall be kept up to date and will be checked by the City prior to each progress payment. Failure on the Contractor's part to keep record drawings current could result in withholding partial payment.
  4. Upon Completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to the City's Representative. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to City, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.

- E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete the Manuals and Record Drawings shall be included in Contractor's bid and distributed in the Schedule of Pay. No additional compensation shall be made to the Contractor for this Work.

### 3.7 MATERIALS

#### A. Materials to be Furnished by the Contractor

1. Inspection of Materials. Materials furnished by the Contractor which will become a part of the Project shall be subject to inspection at any one or more of the following locations, as determined by City's Representative: at the place of production or manufacture, at the shipping point, or at the site of the Work. To allow sufficient time to provide for inspection, the Contractor shall submit to the City's Representative, at the time of issuance, copies of purchase orders or other written instrument confirming procurement of the materials, including drawings and other pertinent information, covering materials on which inspection will be made.
2. No later than fourteen (14) Days prior to manufacture of material, Contractor shall inform the City's Representative, in writing, the date the material is to be manufactured.
3. Contractors Obligations. The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not impact whether the materials and equipment conform to the Contract Documents. Contractor will not be relieved from furnishing materials meeting the requirements of the Contract Documents due to the City's inspection or lack of inspection of the equipment or materials. Acceptance of any materials will be made only after materials are installed in the Project.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to accommodate City's testing efforts, including any travel required by Contractor's forces, shall be included in Contractor's bid and distributed in the Schedule of Pay Items related to the materials requiring testing. No additional compensation shall be made to the Contractor for this Work.

### 3.8 LOCAL CONDITIONS AND REQUIREMENTS

#### A. Access to Work and Haul Routes

1. General. All work on the rights-of-way necessary for access to the Site shall be performed by the Contractor. Contractors anticipated Haul Routes shall be in compliance with the City's approved Truck Routes available from the Engineer.
2. Access, Damage, Restoration. The Contractor shall make his own investigation of the condition of available public or private roads and of clearances, restrictions, bridge-load limits, permit or bond requirements,

and other limitations that affect or may affect transportation and ingress or egress at the Site.

3. The Contractor shall maintain and repair any damage arising out of Contractor's operations to all roads used during construction of the Project, and upon completion of all Work, but prior to final acceptance, the roads shall be restored to their original condition. Prior to using any road for access to the Site, the Contractor shall conduct a photograph and/or video survey of the roadway with a copy submitted to City's Representative.
  4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in the Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.
- B. Power. Contractor shall provide at its own expense all necessary power required for operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations as shall be adequate in the opinion of the Engineer to perform in a safe and satisfactory manner the Work required by the contract.
- C. Construction Water.
1. Construction water shall not be used for purposes other than those required to satisfactorily complete the contract.
  2. Construction recycled water will be made available to the contractor from one of three fill locations within the city limits. If there is a need for construction recycled water during construction, the contractor shall apply for a city construction recycled water meter at the city hall finance counter prior to the beginning of work. A security deposit of \$2,000 is required for the construction water meter from which the meter rental fee and cost of water will be deducted. If the rental fee and the water costs exceed the \$2,000.00 deposited, an invoice will be issued to the contractor for payment.
  3. Construction potable water will only be made available to the contractor if it can be demonstrated that recycled water cannot be used for the construction activities. Potable water will be made available from existing city fire hydrant(s) nearest the proposed construction site as approved by the engineer, or by such other means as may be expressly approved in writing by the engineer. If there is a need for water during construction, the contractor shall apply for a city construction water meter at the city hall finance counter prior to the beginning of work. A security deposit of \$2,000 is required for the construction water meter from which the meter rental fee and cost of water will be deducted. If the rental fee and the water costs exceed the \$2,000.00 deposited, an invoice will be issued to the contractor for payment.
  4. All required water, all work and materials required for obtaining, pumping, transporting and applying and otherwise disposing of said water shall be in

an approved manner and shall be performed by, and at the expense of the contractor and no extra or separate compensation will be made thereof.

D. Operation of Existing Water Facilities

1. The Contractor shall not operate any of the existing water systems, including pumps, motors, valves, and hydrants, but shall contact the City two (2) working days in advance with a list and location of the water system facilities that will require operating, opening, stopping, or closure by the City.
2. At the option of the Engineer, the Contractor may be permitted to operate valves for the purpose of making connections to existing mains. The City will perform all notification to existing customers regarding temporary loss of service.
3. Contractor shall submit a request on City's standard form for any shut-down of existing water facilities.

E. Construction at Existing Utilities

1. General. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodations to maintain, all utilities.
2. Permission, Notice and Liability. Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the City Representative will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify City as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in the Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Traffic Control

1. General. Contractor shall abide by traffic control plans approved by the City.

2. Protections. Roads subject to interference by the Work shall be kept open or suitable temporary passages through the Work shall be provided and maintained by the Contractor. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient flasher lights, flag persons, danger signals, and signs, and shall take all necessary precautions for the protection of the Work and the safety of the public. No construction work along public or private roads may proceed until the Contractor has proper barricades, flasher lights, flag persons, signals, and signs in place at the construction site.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

G. Cleaning Up

1. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Contractor shall also clean all asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment, including all USA markings. The use of water, resulting in mud on streets, will not be permitted as substitute for sweeping or other methods. Dust control may require having a water truck onsite for the duration of the project, and/or use of temporary hoses and pipelines to convey water.
2. Contractor shall fully clean up the site at the completion of the Work. If the Contractor fails to immediately clean up at the completion of the Work, the City may do so and the cost of such clean up shall be charged back to the Contractor.

3.9 ENVIRONMENTAL QUALITY PROTECTION

A. Environmental Conditions

NOT USED.

B. Landscape and Vegetation Preservation

1. General. The Contractor shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work.
2. Damage and Restoration. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours.

3. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in the Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

C. Protected Species

1. General. If, in the performance of the Work, evidence of the possible occurrence of any State or Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to the City within 2 Days.
2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal.

If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any City directed changes to the Work as a result of a siting will be pursuant to the Contract Documents.

3. False Siting. Any costs or delays incurred by the City or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

D. Preservation of Historical and Archeological Resources

1. General. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering, or other means, the Contractor notifies the Construction/Archeological Monitor and/or the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location, and nature of the findings shall be forwarded to the Construction/Archeological Monitor and/or City within 2 Days.



2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource.

If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the City Representative and the Construction/Archeological Monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any City directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents.

3. Contractor's Liability. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify City pursuant to the Contract Documents.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in the Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

#### E. Dust and Pollution Control

1. Contractor shall provide all necessary material, equipment and labor to prevent and control the emission of dust and any other potential pollutant on site. Contractor shall remove construction caused debris from streets and sidewalks as directed by the Engineer.
2. Contractor shall not discharge into the atmosphere from any source smoke, dust or other air contaminants in violation of the law, rules, and regulations of the governing agency.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in the Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

#### F. Management of Storm, Surface and Other Waters

1. Storm water, surface water, groundwater, and nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the City and its contractors to manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. Contractor acknowledges that it has investigated the risk arising from such waters in conjunction with the Project, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
2. The Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to the San Francisco Bay Regional Water Quality Control Board Order No. R2-2015-0049 (NPDES Permit No. CAS 612008), and State Water Resources Control Board Order No. 2010-0014-DWQ, Order No. 2009-0009-DWQ, and Order No. 2012-0006-DWQ, and any amendment or renewal thereof ("Construction General Permit"). Contractor must perform all construction operations in such a manner as to comply, and ensure all subcontractors to comply, with all applicable Federal, State, and local laws, orders, and regulations concerning the control and abatement of water pollution; and all terms and conditions of any applicable permits issued for the Project. In the event there is a conflict between Federal, State, and local laws, regulations, and requirements, the most stringent shall apply.
3. Compliance with Construction General Permit. Contractor must comply with all aspects of the Construction General Permit, State Water Resources Control Board (State Board) Water Quality Order No. 2009-0009-DWQ, as amended by Order Nos. 2010-0014-DWQ and 2012-0006-DWQ, and any amendment or renewal thereof (NPDES CAS000002), for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common plan of development or sale.
  - (a) Permit registration. Unless otherwise specified in the Special Conditions, Contractor must prepare the Notice of Intent for coverage under the Construction General Permit and all Permit Registration Documents (PRDs), including but not limited to the Storm Water Pollution Prevention Plan (SWPPP), as those terms are defined in the Construction General Permit. Contractor must coordinate submittal of all PRDs with the City's Legally Responsible Person and/or Authorized Signatory, as those terms are defined in the Construction General Permit. The Contractor must submit the PRDs, including the SWPPP to the City Representative for review not less than fifteen (15) Days prior to the start of on-site



construction work. City will file the Notice of Intent and PRDs and pay the filing fee.

- (b) Before any Construction General Permit related documents may be submitted to the State Board or implemented on the Project site, they must first be reviewed and accepted by City. Acceptance by the City does not relieve the Contractor from ensuring such documents comply with all laws applicable laws, regulations, and orders.
- (c) Contractor must ensure that the SWPPP is developed by a Qualified SWPPP Developer and implemented by a Qualified SWPPP Practitioner as those terms are defined in the Permit. Contractor must implement the SWPPP and all other provisions of the Construction General Permit, including the monitoring and reporting requirements, preparing and submitting all reports, plans, inspections, and monitoring information in compliance with the Construction General Permit. The SWPPP must include industry standard requirements for water quality control, including but not be limited to the following:
  - (1) Sediment and erosion control measures to manage sediment and erosion, including vegetative practices, structural control, silt fences, straw dikes, sediment controls, or operator controls as appropriate. Storm water management measures shall be instituted as required, including velocity dissipaters, and solid waste controls shall address controls for building materials and offsite tracking of sediment.
  - (2) Wastewater and storm water management controls to divert offsite surface flows around the Project site and to divert surface flows within the Project area away from areas of open earth or stockpiles of building and other materials. Wastewater from general construction activities, such as drain water collection, aggregate processing, concrete batching, drilling, grouting, or other construction operations, shall not enter flowing or dry watercourses without having met the authorized non-storm water discharge requirements listed in State Board Water Quality Order No. 2009-0009-DWQ, Section III.C., including proper notification to the Regional Water Board.
  - (3) Pollution prevention measures, including methods of dewatering, unwatering, excavating, or stockpiling earth and rock materials, which include prevention measures to control silting and erosion, and which will intercept and settle any runoff of sediment-laden waters.
  - (4) Turbidity prevention measures for prevention of excess turbidity including, but are not restricted to, intercepting

ditches, settling ponds, gravel filter entrapment dikes, flocculating processes, recirculation, combinations thereof, or other approved methods that are not harmful to aquatic life. All such wastewaters discharged into surface waters, shall contain the least concentration of settleable material possible, and shall meet all conditions of section 402, the National Pollutant Discharge Elimination System (NPDES) permit.

- (5) Overall construction site management measures to address changes at the Project site as the Project moves through different phases and changes that account for rainy and dry season management practices.
- (6) Pollution control measures and construction activity methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, or other pollutants or wastes, into streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other petroleum products, aggregate processing, tailings, mineral salts, and thermal pollution.
- (7) Control measures for stockpiled or deposited materials prohibiting the stockpile or deposit of excavated materials, or other construction materials, near or on stream banks, lake shorelines, or other watercourse perimeters where they can be washed away by high water or storm runoff, or can, in any way, encroach upon the watercourse.
- (8) Develop and implement a Rain Event Action Plan (REAP), if required, that must be designed and implemented to protect all exposed portions of the site 48 hours prior to any likely precipitation event.
- (9) Monitoring, reporting and record keeping, as necessary to achieve compliance with applicable Permit requirements, including but not limited to annual reports and rain event reports.
- (d) City retains the right to procure and maintain coverage under the Construction General Permit for the Project site if the Contractor fails to draft a SWPPP or other Construction General Permit related document, or fails to proceed in a manner that is satisfactory to City. City reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Construction General Permit shall be the City's sole determination. In the event that Contractor has failed or is unable

to maintain compliance with the Construction General Permit, any costs or fines incurred by City in implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.

4. For those Work sites where construction activity results in the disturbance of less than one acre of total land area and/or do not need coverage under the Construction General Permit, the Contractor shall be responsible for preparing and implementing construction industry best management practices to eliminate or reduce the discharge of pollutants from construction sites, such as the best management practices set forth in the CASQA Construction BMP Handbook.
5. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, district, drainage district, flood control district, and other local agencies regarding discharges of storm water, surface water, groundwater or other nuisance waters off of the Project site.
6. Contractor violations.
  - (a) Failure to implement the SWPPP or otherwise comply with the Construction General Permit or local, state, and federal laws is a violation of this Contract. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify, defend – with counsel acceptable to the City – and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.
  - (b) City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any enforcement action and/or settlement reached between the City and any relevant enforcement entity.
  - (c) City may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the the laws, regulations and policies described in this Article, or any other relevant water quality law, regulation, order, or policy.

- (d) If noncompliance with any relevant law, regulation or permit, order, or policy occurs, the Contractor shall report this to the City Representative immediately, with the specific information submitted in writing within 2 Days. Consistent violations of applicable Federal, State, or local laws, orders, regulations, or Water Quality Standards may result in the City stopping all site activity until compliance is ensured. The Contractor shall not be entitled to any change in Contract Price or Contract Times, claim for damage, or additional compensation by reason of such a work stoppage. Corrective measures required to bring activities into compliance shall be at the Contractor's expense.

7. Oil storage tanks management.

- (a) Storage tank placement. All oil or other petroleum product (hereinafter referred to collectively as oil) storage tanks shall be placed at least 20 feet from streams, flowing or dry watercourses, lakes, wetlands, reservoirs, and any other water source.
- (b) Storage area dikes. Storage areas shall be diked at least 12 inches high or graded and sloped to permit safe containment of leaks and spills equal to the capacity of all tanks and/or containers located within each area, plus a sufficient amount of freeboard to contain the 25-year rainstorm.
- (c) Diked area barriers. Diked areas shall have an impermeable barrier at least 10 mils thick. Areas used for refueling operations shall have an impermeable liner at least 10 mils thick buried under 2 to 4 inches of soil.
- (d) Spill Prevention Control and Countermeasure Plan (SPCC). Where the location of a construction site is such that oil from an accidental spillage could reasonably be expected to enter into or upon the navigable waters of the United States or adjoining shorelines, and the aggregate storage of oil at the site is over 1,320 gallons or a single container has a capacity in excess of 660 gallons, the Contractor shall prepare an SPCC Plan. The Contractor shall submit the SPCC Plan to the Engineer at least 30 days prior to delivery or storage of oil at the site. The Plan must have been reviewed and certified by a registered professional engineer in accordance with 40 C.F.R., part 112

8. Underground tank prohibition. The Contractor shall not use underground storage tanks.

9. Construction safety standards. The Contractor shall comply with the sanitation and potable water requirements of Section 7 of the United States Bureau of Reclamation's publication "Reclamation Safety And Health Standards."

10. Other Permits.

- (a) Other permits applicable to the Project are listed in the Special Conditions. The Contractor shall obtain all other necessary licenses and permits.
  - (b) Monitoring. The Contractor is required to conduct monitoring in order to meet the requirements of the permits, which may include sampling, testing and inspections.
  - (c) Recordkeeping. The Contractor shall retain all records and data required by the permits for the time specified in the contract.
11. Cost. Except as specified herein, the cost of complying with this section shall be included in the Schedule of Pay Items for work which necessitate the water pollution prevention measures required by this paragraph.

## **END OF GENERAL REQUIREMENTS**

## TECHNICAL PROVISIONS

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**\*\*END OF SECTION\*\***

## SECTION 01 11 00 SUMMARY OF WORK

### PART 1 GENERAL

#### 1.1 SUMMARY

A. The work to be done consists of furnishing all labor, materials, equipment, and services for the **CURTIS AVE. RECYLED WATER LINE REPAIR - EXPLORATORY WORK**, including all site preparation, excavation, preservation of existing utilities, shoring, cutting of recycled water line (revocable), video inspection (revocable) of recycled water line, installation of isolation valve (revocable), backfilling and pavement restoration and all miscellaneous work as detailed in Contract documents, specified or required for a complete, operational installation.

#### 1.2 LOCATION

A. The project is located in the City of Milpitas, California, in the utility easement adjacent to the UPRR and BART railroad tracks behind Flex Inc. at 777 Gibraltar Drive. Refer to Exhibit B.

#### 1.3 CONTRACTOR SCOPE OF WORK:

A. The work to be performed under this contract comprises furnishing all labor, materials, and equipment (unless otherwise excluded under "City Pre-purchases") required to, but not limited to, perform the following items:

1. Mobilization
2. Existing Utilities Coordination
3. Excavation and shoring
4. Cutting of existing 20" recycled water line (REVOCABLE)
5. Video inspection of existing recycled water line under the railroad tracks (REVOCABLE)
6. Installation of new 20" isolation valve (REVOCABLE)
7. Removal of shoring and backfill
8. Pavement restoration to Caltrans and City of Milpitas requirements

#### 1.4 CITY SCOPE OF SERVICES

A. The City will not furnish labor, materials, equipment or services.

#### 1.5 CITY PRE-PURCHASED EQUIPMENT

- A. No pre-purchased materials or equipment will be provided by the City.

#### 1.6 WORK INCLUDED

- A. The Contractor shall furnish all labor, superintendence, materials, power, light, heat, fuel, water, tools, appliances, equipment, supplies, services, and other means of construction necessary or proper for performing and completing the work.
- B. Contractor shall coordinate with owners of existing underground utilities that may be impacted in the completion of work and ensure there are no service disruptions to all existing utilities.
- C. Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property, to the satisfaction of the City's Representative and in strict accordance with the Contract Documents.
- D. The Contractor shall clean up the work site and maintain it during and after construction, until accepted, and shall do all of the work and pay all costs incidental thereto.
- E. The Contractor shall repair all structures, pavement, and property, in kind, that may be damaged or disturbed during performance of the work.
- F. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his equipment.

#### 1.7 COORDINATION WITH OPERATIONS OF EXISTING FACILITIES

- A. The Contractor shall coordinate all work with City of Milpitas. Contact Howard Salamanca– Associate Civil Engineer at City of Milpitas City Hall, 455 E. Calaveras Boulevard, Milpitas, CA 95035, [hsalamanca@milpitas.org](mailto:hsalamanca@milpitas.org) or at (408) 586-3347.
- B. All existing utilities are to remain in service through the project without exception. The recycled water line is off and will remain off except when coordination occurs with the City.

#### PART 2 PRODUCTS (NOT USED)

#### PART 3 EXECUTION (NOT USED)

**\*\* END OF SECTION \*\***



## **01 20 00 – MEASUREMENT AND PAYMENT**

### **PART 1 – GENERAL**

#### **1.1 SUMMARY**

#### **1.2 REFERENCES**

- A. California Public Contract Code

#### **1.3 SCOPE OF WORK**

- A. Work under Contract Documents, or under any bid item, allowance or alternate, or Change Order shall include all labor, materials, transport, handling, storage, supervision, administration, and all other incidental work necessary for the satisfactory completion of Work, whether or not expressly specified or shown.

#### **1.4 DETERMINATION OF QUANTITIES**

- A. This section describes requirements and procedures for determining amount of work done and for obtaining payment for work done.

#### **1.5**

- A. Quantity of work to be paid for under any item for which a unit price is fixed in Contract Documents shall be the number, as determined by City, of units of work satisfactorily completed in-place, and suitable for its intended purpose free of defects or poor workmanship in accordance with Contract Documents or as directed by City. Unless otherwise provided, determination of number of units of work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for work done outside of limits. Measurements and computations will be made by methods as City may consider appropriate for class of work measured. Contractor shall immediately inform City of any disputes regarding quantity measurements and shall immediately supply City with any documentation supporting the disputed measurements.
- B. Before ordering any materials or doing any work, the Contractor shall verify all measurements, dimensions, elevations and quantities. No extra charge or compensation over and above payment for the actual quantities of the various items of work at the respective bid prices therefore will be allowed on account of difference between actual measurements, dimensions, elevations and quantities, and those indicated on the drawings, or in the specifications, and any difference therein shall be submitted to the City for consideration before proceeding with the work.

#### **1.6 SCOPE OF PAYMENT**

- A. Payment to Contractor at the unit price or other price fixed in the contract for Work as described in Paragraph 1.3 above shall be full compensation for completing, in accordance with Contract Documents, all work required under the item or under Contract Documents, and for all expense incurred by Contractor for any purpose in connection with the performance and completion of said work, including all incidental work necessary for completion of the Work.
- B. Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:
  - 1. Any and all costs arising from any unforeseen difficulties, which may be encountered during, and all risks of any description connected with, prosecution of Work, bid item or unit price item, respectively, until acceptance by City;
  - 2. All expenses incurred due to suspension, or discontinuance of Work, bid item or unit price item, respectively, as provided in Contract Documents;
  - 3. Inflation and/or Escalation to allow for cost increases between time of Contract Award and completion of Work, bid item or unit price item, respectively.
- C. Whenever it is specified herein that Contractor is to do work or furnish materials of any class for which no price is fixed in Contract Documents, it shall be understood that Contractor is to do such work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing work or furnishing materials is to be included in price bid, unless it is expressly specified herein, in particular cases, that work or material is to be paid for as extra work.
- D. No payment shall be made for materials or equipment not yet incorporated into the Work.
- E. Where Contractor requests payment for materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:
  - 1. The materials and/or equipment shall be delivered and suitably stored at the site or at another local location agreed to in writing, for example, a mutually acceptable warehouse;
  - 2. Full title to the materials and/or equipment shall vest in City at the time of delivery to the site, warehouse or other storage location;
  - 3. Contractor shall obtain a negotiable warehouse receipt, endorsed over to the City for materials and/or equipment stored in an off-site warehouse. No payment shall be made until such endorsed receipts are delivered to City.
  - 4. Stockpiled materials and/or equipment shall be available for City inspection, but City shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to specifically identify these specific Contract Documents;

5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense;
6. At its expense, Contractor shall ensure the materials and/or equipment against theft, fire, vandalism, and malicious mischief, as well as any other coverage's required under the Contract Documents;
7. Contractor's application for payment shall be accompanied by a bill of sale, invoice, or other documentation warranting that City has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein, all of which must be satisfactory to City. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the application for payment relates, as well as unconditional releases of the same from the same as to the previous application for payment for which they have not already been provided.

## **1.7 BASIS OF PAYMENT**

- A. Lump Sum: When the estimated quantity for specific portion of Work is not indicated and unit is designated as Lump Sum, payment will be based on the approved Schedule of Values of the work under the lump sum, or in the event a Schedule of Values is not required, on the percentage of the lump sum scope satisfactorily completed.
- B. City does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Bid Item or Items, or to add work not included in Bid, when in its judgment such change is in best interest of City. No change in Work shall be considered waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between amount of work actually done and estimated amount as set forth herein, or for elimination of extra Bid Items.

## **1.8 SCHEDULE OF VALUES AND PROGRESS PAYMENTS**

- A. If requested by Contractor, progress payments will be made monthly, but not more often than monthly.
- B. Schedule of Values:
  1. Form to be used: AIA G703 or as approved by the City
  2. Within twenty-one (21) calendar days from issuance of Notice of Award and prior to the Contractor's application for the first progress payment,

Contractor shall submit a Schedule of Values, which is a detailed breakdown of its bid for Work items and/or activities, including coordination responsibilities and project record document responsibilities. Where more than one subcontractor comprises the work of a work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Contractor shall furnish such breakdown by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, whose cumulative sum equals the total Contract Sum. The format and detail of the breakdown shall be as directed by City to facilitate and clarify future progress payments to Contractor for Work under Contract Documents. Work with lump sum values shall not exceed \$10,000 per work item. Work values totaling more than \$10,000 per item shall be broken down on a unit basis (e.g., linear foot, square yard, cubic yard, etc.). No line item to exceed one-half of 1% (0.5%) of contract value.

3. Contractor's overhead, profit, financing, as well as "general conditions costs," (e.g., site cleanup and maintenance, temporary roads and access, off site access roads, temporary power and lighting, security and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equaling Contractor's total Contract Sum. Insurances and Bonds shall be a separate schedule of value line item.
4. Include in each line item, the amount of Allowances specified in this section. Separately identify each Allowance and Alternate item, provide breakdown where any one item is in excess of one-half of 1% (0.5%) of contract value.
5. City will review the breakdown in conjunction with the approved progress schedule activities to ensure that the dollar amounts of the Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by City, City will accept this Schedule of Values for use. City shall be the sole judge of fair market cost allocations.
6. Any attempt to unbalance the distribution of overhead, profit, and other fixed costs, or to manipulate the cost breakdown in any way, or to increase the cost of early activities, i.e. "front loading," will be rejected by City, resulting in a complete reallocation of monies until such distortion is corrected. Repeated attempts of manipulation may result in suspension or termination of the Work or refusal to process progress payments, until such time as the Schedule of Values is acceptable to City.

#### C. Payment Requests

1. Form to be used: AIA G702 and G703.
2. For each item, provide a column for listing each of the following:
  - a. Item Number.
  - b. Description of work.
  - c. Scheduled Values.
  - d. Previous Applications.
  - e. Work in Place and Stored Materials under this Application.

- f. Authorized Change Orders.
- g. Total Completed and Stored to Date of Application.
- h. Percentage of Completion.
- i. Balance to Finish.
- j. Retainage.

3. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10<sup>th</sup>) Day of the following month.
4. On or before the twenty-fifth (25<sup>th</sup>) day of each month and upon receipt of City's approval of the updated schedule as required by Section 01 32 00, Contractor shall meet with the City Representative to measure and verify quantities of work completed which Contractor requests payment for. The Contractor shall submit to City two (2) copies of a request for payment for the cost of the Work put in-place at that time, along with one (1) copy of the City approved updated CPM schedule. Such requests for progress payments shall be based upon Schedule of Values prices of all labor and materials incorporated in the Work up until midnight of the last day of that one-month period, less the aggregate of previous payments. If Contractor is late submitting its payment request, that payment request may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's payment request being delayed for more than a day for day basis.
5. Payment requests may include, but are not necessarily limited to the following:
  - a. Material, equipment and labor incorporated into the Work, less any previous payments for the same.
6. With each request for payment, Contractor shall fulfill all scheduling requirements of Document 00 72 00, "General Conditions," and Section 01 00 00 "General Requirements," including updates and revisions. In addition, a responsible officer of Contractor shall execute and submit the following certification shown below:

" I, \_\_\_\_\_(print name), being the \_\_\_\_\_ of \_\_\_\_\_ (Contractor), the undersigned Contractor, certifies that the Work covered by this request for payment (invoice) has been completed in accordance with the Contract Documents, and that the current progress payment (invoice) shown herein is accurate and now due. Contractor further certifies that all amounts have been paid by the Contractor for Work for which previous invoices for progress payments issued to and paid by the City. The Contractor declares under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached request for payment (invoice) and know its contents, and said request for payment is made in good faith; that it is supported by truthful and accurate data; that the amount requested

accurately reflects the allowable expenses incurred to perform the Work.

---

signature & date

7. No progress payment will be processed prior to City receiving the above certification and all requested and acceptable schedule update information.
  8. With each request for payment, Contractor shall submit following as pre-requisite to its review as referenced in Document 00 72 00, "General Conditions.":
    - a. Construction progress schedule, updated to current.
    - b. Current construction photographs, updated to current.
    - c. Partial release of liens from major subcontractors and vendors.
    - d. Progress project record documents, updated to current.
    - e. Affidavits and bonds attesting to off-site stored products, if any.
    - f. Certified payroll records.
    - g. Statement under False Claim Act.
  9. Contractor shall submit fulfill all record document requirements of Section 01 00 00, "General Requirements," including updates and revisions. An additional 10% of progress payment requests may be withheld in the event that the City determines that the job-site record drawings have not been kept up-to-date. Contractor also to submit the following pre-requisites for review of the Payment Application Request.
  10. Each payment request shall list each Approved Change Order (See Section 00 72 13, "General Conditions") executed prior to date of submission, including a description of the work activities.
  11. Monthly progress payments shall be made based on total value of activities completed or partially completed, as determined by City with participation of Contractor, and based upon approved activity costs. Accumulated retainage will be shown as a separate item in payment summary. If Contractor fails or refuses to participate in construction progress evaluation with City, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to City.
  12. If required by City, Contractor shall submit substantiating data as they relate to payment requests.
- D. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. Notice to Proceed
  2. List of subcontractors.
  3. Schedule of values.
  4. Contractor's construction schedule.



E. Progress Payments:

1. If it is determined that the payment request is not a proper payment request suitable for payment, City shall return it to the Contractor as soon as practicable, but no later than seven (7) days after receipt, together with a document setting forth in writing the reasons why the payment request is not proper. If City determines that portions of the payment request is not proper or not due under the Contract Documents, then City may approve the other portions of the payment request, and in the case of disputed items or defective work not remedied, may withhold up to 150% of the disputed amount from the progress payment.
2. The City will mail the progress payment to the Contractor within thirty (30) days from the date of receipt of the invoice in acceptable form, including copies of certified payroll, schedule updates, and progress payment certification. The City will pay to Contractor in manner provided by law, an amount equal to ninety-five percent (95%) (i.e., five percent (5%) retention) of City's estimate, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of City, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.
3. Before any progress payment or final payment is made, Contractor may be required to submit satisfactory evidence that Contractor is not delinquent in payments to employees, subcontractors, suppliers, or creditors for labor and materials incorporated into Work. Prior to final payment by the City, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.
4. City reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of City, is not adequately and properly protected against weather and/or damage, prior to or following incorporation into the Work.
5. Granting of progress payment or payments by City, or receipt thereof by Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Contractor to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.
6. When City shall charge sum of money against Contractor under any provision of Contract Documents, amount of charge shall be deducted and retained by City from amount of next succeeding progress payment or from any other payment due or that may become due Contractor under Contract. If, on completion or termination of Contract, such payment due Contractor are found insufficient to cover City's charges against it, City shall have right to recover balance from Contractor or Sureties.

## **PART 2 – PRODUCTS**

### **2.1 BREAKDOWN**

The contract Lump Sum price paid for all bid items listed below shall be considered full compensation for furnishing all labor, materials, equipment, tools, and incidentals for all work involved including the removal, disposal, furnishing, and installation of any bid item listed below as specified in the Contract Documents and as directed by the City Engineer, and no separate payment shall be made.

#### **BASE BID ITEMS**

**1. Bid Item No. 1 – Mobilization (East Side)**

Refer to Section E-01 “Mobilization” for Measurement and Payment of Bid Item No. 1, Mobilization.

**2. Bid Item No. 2 – Existing Utilities Coordination (East Side)**

Refer to Section E-03 “Construction Layout”, E-10 Preservation of Property, E-13 Cooperation, and E-14 “Obstructions” for Measurement and Payment of Bid Item No. 2, Existing Utilities Coordination.

**3. Bid Item No. 3 – Excavation and Shoring (East Side)**

Refer to assessment hazard requirements described in Section 5.00. Refer to Section E-04 “Excavation and Shoring (East Side)”, E-10 Preservation of Property, E-11 Control of Water, E-12 Dewatering, E-13 Cooperation, and E-14 “Obstructions” for Measurement and Payment of Bid Item No. 3, Excavation and Shoring (East Side).

**4. Bid Item No. 4 – Cutting of Existing 20” Recycled Water Line (East Side)  
REVOCABLE**

Refer to Section E-05 “Cutting of Existing 20” Recycled Water Line (East Side)”, E-12 Dewatering for Measurement and Payment of Bid Item No. 4, Cutting of Existing 20” Recycled Water Line (East Side). Item is REVOCABLE and only to be used if CCTV is required, otherwise, the City will revoke this item upon final payment.

**5. Bid Item No. 5 – Video Inspection of Existing Recycled Water Line (Under Railroad Tracks) REVOCABLE**

Refer to Section E-06 “Video Inspection of Existing Recycled Water Line (Under Railroad Tracks)” and E-12 Dewatering for Measurement and Payment of No. 5, Video Inspection of Existing Recycled Water Line (Under Railroad Tracks). Item is REVOCABLE and only to be used if CCTV is required, otherwise, the City will revoke this item upon final payment.

**6. Bid Item No. 6 - Installation of New 20” Isolation Valve (East Side)  
REVOCABLE**

Refer to Section E-07 “Installation of New 20” Isolation Valve (East Side)” and E-12 Dewatering for Measurement and Payment of Bid Item No. 6, Installation of New 20” Isolation Valve (East Side). Item is REVOCABLE and only to be used if CCTV is required, otherwise, the City will revoke this item upon final payment.



**7. Bid Item No. 7 – Removal of Shoring and Backfill (East Side)**

Refer to Section E-08 “Removal of Shoring and Backfill (East Side)” for Measurement and Payment of Bid Item No. 7, Removal of Shoring and Backfill (East Side).

**8. Bid Item No. 8 – Pavement Restoration (East Side)**

Refer to Section E-09 “Pavement Restoration (East Side)” for Measurement and Payment of Bid Item No. 8, Pavement Restoration (East Side).

## **01 31 00 – NOTICE TO PROCEED**

The Contractor shall accomplish the following items prior to being issued a Notice to Proceed:

1. Attend City Pre-Construction Meeting with the Engineer. Attendees shall include the Contractor, Contractor's Superintendent, and all Subcontractors.
2. Obtain favorable City review of Contractor's Construction Base-Line Schedule, which shall be completed in accordance with the requirements of the Contract Documents.
3. Obtain favorable City review of Contractor's Water Pollution Control Plan, and/or De-Water Operations Plan which shall be completed in accordance with these Contract Documents.
4. Obtain favorable City review of Contractor's Shoring Plan completed in accordance with these Contract Documents.
5. Obtain favorable City review of Contractor's Construction Sequence/Work Plan completed in accordance with these Contract Documents.

Upon completion of these items, and any other requirements as may be specified elsewhere in these Contract Documents, the Engineer will issue a Notice to Proceed to the Contractor. This Notice will establish the first chargeable day of the Contract. However, the City shall start charging contract days 21 calendar days following the date of the Contractor's receipt of the Notice of Award letter, regardless of the Contractor's progress in completing all the items specified above and/or elsewhere within the Contract Documents.

The Contractor shall notify the Engineer of its intent to begin work at least 24-hours prior to beginning work by calling (408) 586-3347. Once work begins, notification must be made only if work is delayed or suspended.

## **END OF NOTICE TO PROCEED**

### 01 33 00 – LIST OF SUBMITTALS

Refer to the General Conditions, Technical Provisions, and elsewhere within the Contract Documents regarding the Submittal requirements and required Submittals for this Work. The list of submittals shall include, but is not limited to the following:

|     | <i>ITEM DESCRIPTION</i>                                         | <i>Refer to<br/>Section:</i> | <i>TIME FOR CITY<br/>REVIEW<br/>( WORKING DAYS)</i> |
|-----|-----------------------------------------------------------------|------------------------------|-----------------------------------------------------|
| 1.  | Base-Line Schedule                                              |                              | 2                                                   |
| 2.  | USA Tag & Number                                                | E-03                         | 2                                                   |
| 3.  | Schedule of Values                                              | E-15                         | 2                                                   |
| 4.  | Water Pollution Control Plan                                    | E-02                         | 2                                                   |
| 5.  | Dewatering Plan                                                 | E-04                         | 2                                                   |
| 6.  | Construction Safety Plan                                        | E-04                         | 5                                                   |
| 7.  | Construction Work Plan                                          |                              | 2                                                   |
| 8.  | Trench Support Shop Drawings and Calculations<br>(Shoring Plan) | E-04                         | 10                                                  |
| 9.  | 20" Isolation Valve                                             | E-07                         | 2                                                   |
| 10. | Asphalt Certificate of Compliance                               | E-09                         | 2                                                   |

Contractor shall provide Certificate of Compliance (COC) for all relevant items shown in E-07.

### END OF LIST OF SUBMITTALS

## E-01 MOBILIZATION (EAST SIDE)

### PART 1 - GENERAL

#### 1.1 OBJECTIVES

Mobilization shall conform to the applicable provisions in Section 9-1.16D, "Mobilization", of the State Standard Specifications.

#### 1.2 WORK INCLUDED

Mobilization and demobilization

Preparatory work and activities those necessary for the movement of personnel, equipment, supplies, and incidentals to the job site

Establishment of all offices, building, trailers, and other facilities necessary for work on the project

Submittals, bonding and insurance requirements

Contacting, notifying and coordinating work with adjacent property owner – Flex Inc.

All other work and activities which must be performed or costs incurred prior to beginning work on the various contract items on the project site

#### 1.3 REFERENCES

Cal/OSHA – California Division of Occupation Safety and Health

#### 1.4 MEASUREMENT AND PAYMENT:

The contract **Lump Sum** price paid for "**Mobilization (East Side)**" is included in **Bid Item No. 1 – Mobilization (East Side)** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in mobilization as specified herein.

### PART 2 - (NOT USED)

### PART 3 - EXECUTION

#### 3.1 MOBILIZATION

Mobilization shall consist of preparatory work and activities listed in Part 1.1 above.

Ensure that adequate existing sanitation facilities are available or the Contractor shall provide and maintain adequate sanitation facilities. All

wastes and refuse from sanitary facilities provided by the Contractor's operations shall be disposed of away from the site in accordance with all laws and regulations pertaining thereto.

Mobilization shall also include demobilization upon completion of work and cleanup of the site.

Provide all labor, materials, equipment and incidentals to prepare the site for the timely start and efficient completion of all work. This includes obtaining all necessary licenses and permits, providing required submittals including but not limited to a detailed project schedule.

**END OF SECTION**

## E-02 PREPARE WATER POLLUTION CONTROL PROGRAM

### PART 1 – GENERAL

#### 1.1 SUMMARY

In compliance with the State and Federal regulations on construction storm water management and urban runoff pollution control, no pollutants will be allowed to enter the storm drainage system. The Contractor shall exercise every reasonable precaution to protect storm drains, inlets, drainage swales, streams, lakes, reservoirs, bays, and coastal waters from pollution with fuels, oils, bitumen's, calcium chloride and other harmful materials and shall conduct and schedule operations so as to avoid or minimize muddying and silting of streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

#### 1.2 DEFINITIONS

- i. **Active area:** Area where soil-disturbing work activities have occurred at least once within 15 days.
- ii. **Construction phase:** The construction phase starts at the start of job site activities and ends at Contract acceptance.
- iii. **Inactive area:** Area where soil-disturbing work activities have not occurred within 15 days.
- iv. **Qualifying rain event:** Storm that produces at least 0.5 inch of precipitation with a 48-hour or greater period between rain events.
- v. **Run-on:** Water that originates off-site and flows onto the job site.
- vi. **Storm event:** storm that produces or is forecasted to produce at least 0.10 inch of precipitation within a 24-hour period.

#### 1.3 OBJECTIVES

If the WPCP measures being taken by the Contractor are inadequate to control water pollution effectively, the Engineer may direct the Contractor to revise the operations and the water pollution control program. The directions will be in writing and will specify the items of work for which the Contractor's water pollution control measures are inadequate. No further work shall be performed on those items until the water pollution control measures are adequate, as may be determined by the Engineer.

The City will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised water pollution control program, nor for any delays to the work due to the Contractor's failure to submit an acceptable water pollution control program.

The Contractor may request the Engineer to waive the requirement for submission of a written WPCP program for control of water pollution when the nature of the Contractor's operation is such that erosion is not likely to occur. Waiver of this requirement will not relieve the Contractor from responsibility for compliance with the other provisions of this section or

local, State or Federal laws pertaining to water quality. Waiver of the requirement for a written program for control of water pollution will not preclude requiring submittal of a written WPCP program at a later time if the Engineer deems it necessary because of the effect of the Contractor's operations. The Contractor shall be responsible for briefing and assuring that all his subcontractors comply with Urban Runoff Pollution Prevention requirements including the installation and Best Management Practices. The Contractor is advised that stop work notices and other penalties may be issued for noncompliance with storm water pollution discharge control requirements.

Unless otherwise approved by the Engineer in writing, the Contractor shall not expose a total area of erodible earth material, which may cause water pollution, exceeding one acre for each separate location, operation or spread of equipment before either temporary or permanent erosion control measures are accomplished.

Where erosion, causing water pollution is probable due to the nature of the material or the season of the year, the Contractor's operations shall be so scheduled that permanent erosion control features will be installed concurrently with or immediately following grading operations.

Nothing in the terms of the contract nor in the provisions in this shall relieve the Contractor of the responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code, and all other applicable statutes relating to prevention or abatement of water pollution.

When borrow material is obtained from other than commercially operated sources, erosion of the borrow site during and after completion of the work shall not result in water pollution. The material source shall be finished, where practicable, so that water will not collect or stand therein.

The requirements of this section shall apply to all work performed under the contract and to all non-commercially operated borrow or disposal sites used for the project.

The Contractor shall also conform to the following provisions:

- i. Where working areas encroach on live streams, barriers adequate to prevent the flow of muddy water into streams shall be constructed and maintained between working areas and streams, and during construction of the barriers, muddying of streams shall be held to a minimum.
- ii. Removal of material from beneath a flowing stream shall not be commenced until adequate means, such as a bypass channel, are provided to carry the stream free from mud or silt around the removal operations.
- iii. Should the Contractor's operations require transportation of materials across live streams, the operations shall be conducted without muddying the stream. Mechanized equipment shall not be operated in the stream channels of the live streams except as may be necessary to construct crossings or barriers and fills at channel changes.

- iv. Water containing mud or silt from aggregate washing or other operations shall be treated by filtration, or retention in a settling pond, or ponds, adequate to prevent muddy water from entering live streams.
- v. Oily or greasy substances originating from the Contractor's operations shall not be allowed to enter or be placed where they will later enter a live stream.
- vi. Portland cement or fresh Portland cement concrete shall not be allowed to enter flowing water of streams.
- vii. When operations are completed, the flow of streams shall be returned as nearly as possible to a meandering thread without creating possible future bank erosion, and settling pond sites shall be graded so they will drain and will blend in with the surrounding terrain.
- viii. Material derived from roadway work shall not be deposited in a live stream channel where it could be washed away by high stream flows.
- ix. Where there is possible migration of anadromous fish in streams affected by construction on the project, the Contractor shall conduct work operations so as to allow free passage of the migratory fish.
- x. In the process of constructing this project, the Contractor shall comply with all requirements, conditions, recommendations, and provisions of all permits issued for this project. The Contractor shall also comply with all local, State, and Federal laws or requirements related to storm water quality and urban runoff management.
- xi. All de-watering operations in conformance with these Contract Documents must be reviewed and approved by the Engineer in writing prior to commencement.
- xii. Compliance with the provisions in this section shall in no way relieve the Contractor from the responsibility to comply with the other provisions of the contract, in particular the responsibility for damage and for preservation of property.

#### Street Sweeping:

The Contractor shall at the end of each working day, or as directed by the Engineer, clean and sweep all roadways, sidewalks, gutters, and paved areas within the project site of all materials deposited by, attributed to, or involved in the work. Water shall not be used to wash down streets in place of sweeping.

#### Waste Disposal:

The Contractor shall at the end of each working day, collect and properly dispose of all scrap, debris, and waste material. Hazardous material disposal shall be done in accordance with all local, state, and federal laws.

#### Hazardous Material Storage:



- i. The Contractor shall label and store all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels; and all hazardous wastes, such as waste oil and antifreeze; in accordance with all applicable State and Federal regulations.
- ii. The Contractor shall store all hazardous materials and all hazardous wastes in accordance with secondary containment regulations, and it is recommended that these materials and wastes be covered, as needed, to avoid potential management of collected rain water as a hazardous waste.
- iii. The Contractor shall keep an accurate, up-to-date inventory, including Material Safety Data Sheets (MSDSs), of hazardous materials and hazardous wastes stored on-site, to assist emergency response personnel in the event of a hazardous materials incident.

#### Use of Pesticides:

- i. The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the work on the contract.
- ii. Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliant, desiccants, soil sterilant and repellents.
- iii. Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

## 1.4 SUBMITTALS

Within 48 hours after (1) the end of a storm event resulting in a discharge, (2) a non-stormwater discharge, or (3) receiving a written notice or an order from the RWQCB or another regulatory agency, submit the following information:

- i. Date, time, location, and nature of the activity and the cause of the discharge, notice, or order
- ii. Type and quantity of the discharge
- iii. WPC practices in use before the discharge or before receiving the notice or order
- iv. Description of WPC practices and corrective actions taken to manage the discharge or cause of the notice.

The Contractor shall submit three (3) copies of the Water Pollution Control Program (WPCP) to the Engineer within fifteen (15) calendar days after Notice of Award. No construction work shall begin on the project until the Contractor receives written notification from the Engineer that the WPCP is acceptable.

Water pollution control work is intended to provide prevention, control and abatement of water pollution to streams, waterways and other bodies of water, and shall consist of constructing those facilities which may be shown on the plans, specified herein or in the special provisions, or directed by the Engineer.

In order to provide effective and continuous control of water pollution it may be necessary for the Contractor to perform the contract work in small or multiple units, on an out of phase schedule, and with modified construction procedures. The Contractor shall provide temporary water pollution control measures, including but not limited to, dikes, basins, ditches, and applying straw and seed, which become necessary as a result of the Contractor's operations. The Contractor shall coordinate water pollution control work with all other work done on the contract.

Before starting any work on the project, the Contractor shall submit a plan to control water pollution effectively during construction of the project Water Pollution Control Program (WPCP). The plan shall show the schedule for the erosion control work included in the contract and for all water pollution control measures which the Contractor proposes to take in connection with construction of the project to minimize the effects of the operations upon adjacent streams and other bodies of water. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until the WPCP program has been accepted.

#### 1.5 MEASUREMENT & PAYMENT:

Full compensation for "**Water Pollution Control Program**" shall be considered as included in the contract unit prices paid doing all the bid item work involved in the preparation of and maintenance of the Water Pollution Control Program (WPCP) for the site and for implementation of the WPCP, complete in place, as specified in these Technical provisions for the various items of work performed and shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work specified herein, and no additional compensation will be allowed.

#### **PART 2 - (NOT USED)**

#### **END OF SECTION**

## E-03 CONSTRUCTION LAYOUT

### PART 1 - GENERAL

#### 1.1 SUMMARY

Section includes but not limited to contacting and notifying utility companies and construction staking.

As first order of work, notify all existing utility companies as may be shown on the Drawings a minimum of two (2) working days in advance using Underground Service Alert to request utility marking. Potholing of existing utilities as may be needed and full advance coordination with various owners of existing utilities to ensure not disruption of services.

#### 1.2 REFERENCES

Cal/OSHA – California Division of Occupation Safety and Health

Underground Services Alert (USA)

#### 1.3 MEASUREMENT AND PAYMENT

Full compensation for “**Construction Layout**” shall be considered as included **Bid Item No. 2 – Existing Utilities Coordination** and shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in construction staking, specified herein, and no additional compensation shall be made therefor.

### PART 2 - (NOT USED)

### PART 3 - EXECUTION

#### 3.01 UNDERGROUND SERVICE ALERT / COORDINATION WITH UTILITIES

Contractor is to notify all existing utility companies as may be shown on the Drawings a minimum of two (2) working days in advance using Underground Service Alert to request utility marking. Potholing of existing utilities as may be needed and full advance coordination with various owners of existing utilities to ensure not disruption of services.

## **E-04 EXCAVATION AND SHORING (EAST SIDE)**

### **PART 1 – GENERAL**

#### **1.1 SUMMARY- EXCAVATION**

(a) Work includes layout of east excavation area with paint, saw cutting of asphalt, offsite removal of asphalt, excavation of all earth as needed to expose and work on the 20" RW line, and installation / maintenance of Occupational Safety and Health Administration (OSHA)-compliant shoring. Earth spoils may be stored onsite and reused as backfill.

(b) De-watering of excavation (including recycled water line) and preservation of existing four (4) 1-1/4" HDPE conduits that contain fiber optics is contractor responsibility and included in this work item.

(c) Upon substantial completion of excavation with both the 20" recycled water line and 30" split steel casing exposed, coordination with the City is to occur to verify the approximate location of the leak. To accomplish this, City and Contractor will pressurize the 20" recycled water line and observe in excavation if recycled water becomes present. If recycled water is observed entering the excavation from the west through the 30" casing, it will be confirmed that the leak is originating in the vicinity of the railroad tracks.

(d) Unless otherwise specified or indicated, excavation for pipelines and conduits shall be open cut.

(e) Where, in the opinion of the City's Representative, the undisturbed condition of the natural soils below the excavation grades indicated or specified is inadequate for the support of the planned pipeline, the City's Representative will direct the Contractor to overexcavate to adequate supporting soils and backfill the excavated space to the proper elevation. The bottom of the trench excavation shall be firm and dry.

(f) The trench may be excavated by machinery to the grade indicated on the Drawings provided that the soil material remaining in the bottom of the trench is no more than slightly disturbed.

(g) Open Trench:

(1) Trench Stability:

1. Where necessary to prevent caving, trench excavations in unstable soils shall be adequately supported with steel sheeting or trench boxes. Before sheeting is withdrawn, or trench boxes moved forward, they shall be raised, in place, just above the pipe crown to safely allow the constructor to completely fill any voids left in the pipe zone.

#### **1.2 SUMMARY – SHORING**

This Section provides specifications for sheeting, shoring, bracing, or other excavation supports.

#### **1.3 REFERENCES**

This section references the following documents. They are part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the most stringent requirement shall prevail.

| <u>Reference</u> | <u>Title</u>                                                                 |
|------------------|------------------------------------------------------------------------------|
| ASCE             | Guidelines of Engineering Practice and Tied Back Excavations                 |
| Caltrans         | Caltrans California Trenching and Shoring Manual                             |
| OSHA             | Occupation Safety and Health Act, US Department of Health                    |
| CAL OSHA         | State of California Construction Safety Orders – California State Labor Code |
| CCR              | California Code of Regulations – Title 8                                     |
| CLC              | California Labor Code – Sections 6705 to 6707                                |
| NAVFAC           | Department of the Navy Naval Facilities Engineering Command                  |
| USS              | United States Steel Corp – Steel Sheet Piling Design Manual                  |

1.4 DEFINITIONS

- A. Shoring: A temporary structural system designed to support vertical faces, or nearly vertical faces, of soil or rock for purposes of excavation. Shoring includes cantilevered sheet piling, internally braced sheet piling, slurry walls, soldier piles and lagging, trench plates and vertical shoring, slide rail, and other similar shoring systems. Sloping (Benching) of the soil is not considered shoring as described herein; however, sloping (benching) is considered an appropriate means of constructing a safe trench and may be considered for the use of project excavation.
- B. Shielding: A temporary structural system designed to protect workers from trench failure. A shield is not considered to be a temporary structural system designed to support vertical trench faces, or nearly vertical faces, of soil or rock for purposes of excavation and maintain trench wall consolidation. A shield may be used in conjunction with an active shoring system but shall not be substituted as an or equal.

1.5 QUALITY ASSURANCE

A. Protection and Trench Safety

- 1. Pursuant to Section 6705 of the State Labor Code, all open excavations greater than 5 feet in depth shall be constructed with bracing, sheeting, shoring, or other equivalent method designed for the protection of life and limb.
- 2. The trench excavation and support system shall comply in all respects with the requirements of Article 6 of the Construction Safety Orders of the Division of Industrial Safety.
- 3. The Contractor's attention is directed to the provisions of Subarticle 1540 (4), Article 6 of the California Construction Safety Orders for alternative shoring and sloping system. It shall be the Contractor's responsibility to provide the additional strength required to support the sides of the excavation against loads which may exceed those employed to derive the criteria set forth in the Industrial Safety Orders.

4. The Contractor shall submit to the City's Representative a detailed plan showing the design of sheeting, shoring, bracing, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be prepared and stamped by a California registered Civil Engineer.
5. It shall be understood that the above-stipulated requirements are the minimum to be provided. The Contractor shall be solely responsible for all liabilities that may arise from the Contractor's failure to provide adequate shoring, bracing or sheeting as necessary to support the excavation under any or all of the conditions of loading which may exist, or which may arise during the construction of the project.

#### B. Excavation for structures

1. All excavations shall be properly shored, sheeted and braced to prevent shifting of material, to prevent damage to structures or other work, and to avoid delay to the Work, all in accordance with applicable safety and health regulations.
2. Before starting excavation for structures, the Contractor shall submit, for record purposes, complete design calculations and working drawings of proposed sheeting and bracing arrangements which have been prepared, signed and sealed by a California registered Civil Engineer. Shoring system means and methods are the sole responsibility of the Contractor however, the proposed shoring system shall be applicable to working excavation conditions, existing soils, groundwater tables, and required constructability. The shoring system should be consistent with recommendations provided by a contractor retained Geotechnical Engineer. If the Inspector or City's representative determines that the Contractor's shoring system means and methods are producing an unsafe environment or do not adequately account for the existing work environment, the Inspector may shut down construction until the shoring system is deemed safe by a licensed Civil Engineer.
3. Bracing shall be arranged so as not to place any strain on portions of completed work until the general construction has proceeded far enough to provide ample strength. If the City's Representative is of the opinion that, at any point, the sheeting or supports are inadequate or unsuited for the purpose, the City's Representative may order the Contractor to resubmit design calculations and working drawings for that point, taking into consideration the observed field conditions.
4. If the new calculations show the need for additional sheeting and bracing, the Contractor shall immediately install facilities necessary to meet or exceed identified requirements.
5. The sole responsibility for the design, methods of installation, and adequacy of the sheeting and supports shall be and shall remain that of the Contractor.
6. The working drawings for shoring, sheeting and bracing will not be checked by the City's Representative.

#### C. Submittals

1. The following shall be submitted in compliance with E-15– Submittal Procedures.

## 2. Trench Support Shop Drawings and Calculations:

- (a) In accordance with the requirements of Section 6705 of the Labor Code of the State of California, the Contractor shall submit detailed drawings and supporting calculations to the City's Representative before excavation, showing the design of sheeting, shoring, bracing, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches 5 feet or more in depth.
  - (1) Where such drawings vary from excavation support standards set forth in California Code of Regulations Title 8 – Construction Safety Orders, submit design calculations pursuant to general engineering design practice.
  - (2) Provide means for safe and stable excavations that are not less effective than required in CCR Title 8 - Construction Safety Orders.
  - (3) For excavations other than trenches, submit, in advance of excavation work, design calculations as performed pursuant to general engineering design practice, as specified in this Section, and detail drawing showing means for safe and stable excavations. In design calculations and detail drawing, cover, as a minimum:
    - 1. Excavations adjacent to structures and other improvements, and
    - 2. Excavations 5 feet or more in depth, or less than five (5) feet in depth when there is potential for cave-in, at other locations.
- (b) The Contractor's Sheeting, Shoring and Bracing design submittal shall include the following items:
  - (1) Provide calculations for the different load, support, and other conditions that occur during the sequence of installation of shoring, construction of facilities protected by the shoring, and sequence of removal of shoring. Provide design calculations that clearly disclose assumptions made, criteria followed, and stress values used for the materials being used.
  - (2) Provide sketches showing the condition at various stages of installation and removal of shoring.
  - (3) Show structures, pipelines, and other improvements located near the shoring, and the shoring on a plan.
  - (4) When utilities penetrate the shoring, submit an elevation of all sides of the shoring showing the locations of the penetrations. Submit details on ground support and sealing around utility penetrations.
- (c) The design shall be signed and stamped by a California registered Professional Civil Engineer. The drawings and calculations will be for record purposes only and will not be checked by the City's Representative. Responsible charge of the submitted sheeting, shoring and bracing drawings and calculations will remain



under the sole responsibility of the California registered Professional Civil Engineer of record whom signed and stamped the sheeting, shoring, and bracing design.

- (d) The sheeting, shoring and bracing design shall take geotechnical data, soil characteristics, and sheeting, shoring, and bracing recommendations into consideration. No geotechnical report is available for this project.
- (e) In accordance with the requirements of CalTrans Standard Specifications, protective plans not requiring a signature shall be submitted at least 5 days before the Contractor intends to begin excavation. If the protective plan requires a signature, the plan shall be submitted at least 20 days before the Contractor intends to begin excavation.
- (f) Detailed Sequence of Installation and Removal of Shoring:
  - (1) Consider effects of ground settlement in the sequence of installation and removal of shoring.
  - (2) Provide individual drawings/details illustrating the conditions at various stages in the sequence of installation and removal of shoring.

### 3. Certification

- (a) The minimum required protection will be that described in the Cal/OSHA Construction Safety Orders of the California Division of Industrial Safety.
- (b) If the Contractor presents excavation plans that vary from the shoring system standards established by the Construction Safety Orders, the Plans shall be prepared, stamped, and signed by a California registered Civil Engineer.

## D. SCHEDULING AND SEQUENCING

- 1. Do not begin work on excavations, trenches, and means for providing stability of excavation and trenches until submittals have been accepted by the Engineer and until materials necessary for installation are on site.
- 2. Submit submittals a minimum of twenty (20) days prior to the scheduled date to begin excavation work.
- 3. The Contractor shall sequence the installation and removal of the shoring system in strict accordance with the signed and stamped Sheeting, Shoring, and Bracing design. In soils deemed unstable, the Contractor shall only construct trenching that can be open and closed in one (1) business day. The Contractor shall coordinate closely with the geotechnical engineer to determine the quality of existing soils and the potential for allowing open cut trenches to remain un-backfilled for multiple days.



### 1.3 MEASUREMENT & PAYMENT

The contract price paid LUMP SUM for “**EXCAVATION AND SHORING**” is included in **Bid Item No. 3 – Excavation and Shoring (East Side)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in excavation and shoring as specified in these Technical Provisions, State Standard Specifications and as directed by the Engineer and no additional compensation shall be allowed therefore.

## PART 2 – PRODUCTS - NOT USED

## PART 3 – EXECUTION

### 3.1 GENERAL

- A. The design, planning, installation and removal of all lagging, sheeting, shoring, sheet piling, and bracing shall be accomplished in such a manner as to maintain the undisturbed state of the soils adjacent to the trench and at and below the excavation bottom.
- B. The use of horizontal strutting below the barrel of a pipe or the use of a pipe as a support will not be permitted.
- C. Sheet piling and timbers in trench excavations shall be withdrawn in a manner so as to prevent subsequent settlement of the pipe or additional backfill loadings that might overload the pipe.
- D. Where measurements and observations indicate possibility of failure or excessive movement of excavation support, determined in accordance with general engineering design practice, take appropriate action immediately.
- E. In the event of an unknown utility line or obstruction is encountered during trenching activities, the contractor shall discontinue construction progress and notify the Engineer. The Contractor will adjust the shoring system design as necessary to accommodate the avoidance of the existing utility.
- F. Installation and Removal
  - 1. The Contractor shall select a shoring system and method of removal which will minimize soil that sticks to shoring from creating large voids and causing settlement. To prevent settlement caused by pulling shoring, the Contractor shall fill voids with sand, pea gravel, pressure inject grout or an approved controlled density fill.

### 3.2 PERFORMANCE REQUIREMENTS:

- A. General:
  - 1. Support faces of excavations and protect structures and improvements in vicinity of excavations from damage and loss of function due to settlement or movement of soils, alterations in ground water level caused by such excavations, and related operations.

2. Herein Specified Provisions:

- (a) Complement, but do not substitute or diminish, obligations of Contractor for the furnishing of a safe place of work pursuant to provisions of the Occupational Safety and Health Act of 1970 and its subsequent amendments and regulations and for protection of the Work, structures, and other improvements.
- (b) Represent minimum requirement for:
  - (1) Number and types of means needed to maintain soil stability.
  - (2) Strength of such required means.
  - (3) Methods and frequency of maintenance and observation of means used for maintaining soil stability.
- B. Provide safe and stable excavations by means of sheeting, shoring, bracing, sloping, and other means and procedures, such as draining and recharging groundwater and routing and disposing of surface runoff, required to maintain the stability of soils and rock.
- C. Provide support for trench excavations for protection of workers from hazard of caving ground.
- D. Provide Shoring:
  - 1. Where, as result of excavation work and analysis performed pursuant to general engineering design practice, as defined in this Section:
    - (a) Excavated face or surrounding soil mass may be subject to slides, caving, or other types of failures.
    - (b) Stability and integrity of structures and other improvements may be compromised by settlement or movement of soils, or changes in soil load on structures and other improvements.
  - 2. For trenches five (5) feet and deeper.
  - 3. For trenches less than five (5) feet in depth, when there is a potential for cavein.
  - 4. Where indicated on the Drawings.
  - 5. For safe and stable excavations, use appropriate design and procedures for construction and maintenance to minimize settlement of supported ground and to prevent damage to structures and other improvements, including:
    - (a) Using stiff support systems.
    - (b) Following appropriate construction sequence.
    - (c) Preventing Soil Loss Through or Under Support System:

- (1) Provide support system that is tight enough to prevent loss of soil and extend deep enough to prevent heave or flow of soils from supported soil mass into the excavation.
- (d) Providing surface runoff routing and discharge away from excavations.
- (e) Where dewatering is necessary, recharge groundwater as necessary to prevent settlement in area surrounding excavation.
- (f) Where sheet piling is used, use interlocking type sheets. The sheet piles shall be continuous and driven in interlock. If the bottom of the excavation is located below the water table, use "thumb and finger" type interlock.
- (g) Not applying shoring loads to existing structures and other improvements.
- (h) Not changing existing soil loading on existing structures and other improvements.
- (i) Provide welded steel packing between soil retaining members such as sheet piles and wales and similar members when the gap exceeds ½ inch before the wales are loaded.

### 3.3 DESIGN

#### A. General

- 1. Design means for safe and stable excavations in accordance with general engineering design practice.
- 2. Design steel members in accordance with CBC (most recent edition) and the AISC Manual of Steel Design.
- 3. Design shoring involving materials other than steel in accordance with CBC (most recent edition).
- 4. Perform design in accordance with soil characteristics and design recommendations from Contractor retained licensed engineer and as reviewed by City.
- 5. When electing to design with material stresses for temporary construction higher than allowable stresses prescribed in the Manual of Steel Construction and the applicable building codes, increase in such stresses shall not exceed ten (10) percent of value of prescribed stresses.
- 6. Minimum safety factor used for design shall not be less than 1.5.
- 7. The calculated minimum depth of penetration of shoring below the bottom of the excavation shall be increased not less than 30 percent if the full value of passive pressure is used in the design.
- 8. The maximum height of cantilever shoring above the bottom of excavation shall not exceed fifteen (15) feet. Use braced shoring when the height of shoring above the bottom of excavation exceeds fifteen (15) feet.

9. The location of the point of fixity for shoring shall not be less than half thecalculated minimum embedment depth below the bottom of the excavation.
10. Generally acceptable references for the design of shoring and excavations are as follows:
  - (a) Caltrans California Trenching and Shoring Manual.
  - (b) NAVFAC Design Manual 7.2 - Foundations and Earth Design.
  - (c) NAVFAC Design Manual 7.3 - Soil Dynamics Deep Stabilization and Special Geotechnical Construction.
  - (d) USS Steel Sheet Piling Design Manual.
  - (e) Guidelines of Engineering Practice for Braced and Tied-Back Excavations published by the American Society of Civil Engineers.
- B. Shoring design shall be performed by a Shoring Design Engineer meeting the following qualifications:
  1. Shall be registered as a civil or structural engineer in the State of California.
  2. Shall have not less than 5 years experience in the design of shoring.
  3. The shoring design firm shall obtain errors and omissions insurance for the Project for an amount of not less than \$500,000.
- C. Soldier Piles and Lagging:
  1. Provide lagging over the full face of the excavation. Joints between pieces of lagging shall be tight to prevent loss of soil.
  2. Provide full face lagging all around penetrations through the lagging.
  3. If the soldier piles are installed in predrilled holes, the predrilled holes shall be filled with controlled density backfill after the soldier piles are installed.
  4. The effective width of driven soldier piles for passive soil resistance shall not exceed 2 times the width of the pile. The effective width of concrete encased soldier piles for passive soil resistance shall not exceed two (2) times the width of the concrete encasement.
  5. Fill voids behind lagging with gravel or other material acceptable to the Engineer.
  6. Apply loads from tie back soil, rock, or deadman anchors concentrically to soldier piles or wales spanning between soldier piles. Wales shall be back-to-back double channels or other members acceptable to the Engineer. Eccentrically loaded with section soldier piles or wales are not acceptable.

7. Design soldier piles for downward loads including vertical loads from tie back anchors.

D. Soil Anchors, Rock Anchors, and Deadmen Anchors:

1. Design tie back anchors for a safety factor of not less than two (2) times the calculated load from the shoring.
2. Proof load all production anchors to not less than 125 percent of the calculated load from the shoring. Lock off anchors at the calculated anchor load.
3. The length of soil anchors used to calculate resistance to load from the shoring, shall not include any length within the potential active pressure soil failure zone behind the face of shoring.
4. Design tie rods for anchors for 130 percent of the calculated load from the shoring.
5. Design tie rods for anchors for 150 percent of the calculated load from the shoring when tie rod couplers are used and for other conditions where stress concentrations can develop.

E. Steel Plating and Vertical Shoring

1. Steel plating shall be required for all excavations greater than 5-feet in depth.
2. Steel plates utilized for the design shall be nonskid finishes.
  - (a) If excavations are to be left open for five (5) days or less, steel plates may be placed over the excavation.
  - (b) In existing AC Pavement, the Contractor shall place cold mix Asphalt "Cutback" around the perimeter of the plates for a smooth transition. If the excavation will be left open longer than five (5) days, the Contractor shall saw cut/grind a key into edges of the pavement around the perimeter of the excavation to support the plates.
    - (1) These keys shall be cut/ground to a depth equal to the thickness of the plates used to span the excavation.
3. Hydraulic Vertical shores may be Aluminum and shall be sized in accordance with the horizontal loading calculated in the Sheeting, Shoring and Bracing system design.
4. When excavating in less stable soils requiring close or intermittent sheeting, the Contractor may utilize an Aluminum Waler & Hydraulic Shore System for trench wall support.

### 3.4 SEQUENCING

- A. The Contractor shall not start excavation until the trench support drawings have been returned to the Contractor.

- B. When the construction sequence of structures requires the transfer of bracing to the completed portions of any structure, the Contractor shall secure the written acceptance of the City's Representative prior to the installation of such bracing.

**END OF SECTION**

## **E-05 CUTTING OF EXISTING 20" RECYCLED WATER LINE (EAST SIDE) (REVOCABLE)**

### **PART 1 – GENERAL**

#### **1.1 SUMMARY**

This Work is **REVOCABLE** and will proceed only as directed by the City after it is determined that recycled water is flowing into the open excavation from the west (direction of the railroad tracks). Work shall consist of cutting into existing 20" recycled water line at dimensions sufficient to facilitate access to the water line for video inspection and to allow for the installation of a new 20" isolation valve. Work includes layout, cutting of line, and removal of needed section of line and any dewatering of RW as may be necessary.

#### **1.2 SUBMITTALS**

NOT USED

#### **1.3 MEASUREMENT & PAYMENT**

The contract price paid LUMP SUM for **"CUTTING OF EXISTING 20" RECYCLED WATER LINE"** is included **Bid Item No. 4 – Cutting of Existing 20" Recycled Water Line (East Side) REVOCABLE** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved as specified in Contract Drawings, State Standard Specifications and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

### **PART 2 – PRODUCT – NOT USED**

### **PART 3 – EXECUTION**

#### **3.1 Procedures**

A. Work is to occur per applicable AWWA standards.

### **END OF SECTION**

## E-06 VIDEO INSPECTION OF EXISTING RECYCLED WATER LINE (REVOCABLE)

### PART 1 – GENERAL

#### 1.1 SUMMARY

This work is **REVOCABLE** and will proceed only as directed by the City after it is determined that recycled water is flowing into the open excavation from the west (direction of the railroad tracks). Work shall consist of pre-lining television inspection of approximately 165' to document that the recycled water line is clean of all dirt, debris, to assess the condition of the line, and to if practicable, determine location of leak. The contractor shall confirm that the conditions are suitable for future CIPP lining.

#### 1.2 REFERENCES

This section references the following documents. They are part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the most stringent requirement shall prevail.

| <u>Reference</u> | <u>Title</u>                                    |
|------------------|-------------------------------------------------|
| CCTV             | Closed Circuit Television                       |
| NASSCO           | National Association of Sewer Service Companies |
| PACP             | Pipeline Assessment Certification Program       |

#### 1.2 SUBMITTALS

NOT USED.

#### 1.3 MEASUREMENT & PAYMENT

The contract price paid LUMP SUM for “**VIDEO INSPECTION OF EXISTING RECYCLED WATER LINE (REVOCABLE)**” is included Bid Item No. 5 – Video Inspection of Existing Recycled Water Line (Under Railroad Tracks) REVOCABLE and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved as specified in Contract Drawings, State Standard Specifications and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

### PART 2 – PRODUCT – NOT USED

### PART 3 – EXECUTION

#### 3.1 Procedures:

1. CCTV Video Pipe Inspection contractor will utilize job site information, available as-builts prints/plans, and previously detailed equipment to investigate, locate, and mark-out subsurface pipes and unknown defects.



2. Recycled water sections shall be inspected by means of remote CCTV. All CCTV work shall conform to current NASSCO-PACP standards.
3. CCTV inspections will be delivered entirely in electronic format. 1. All PACP Header information shall be completed in accordance with PACP Guidelines.
4. The documentation of the work shall consist of PACP CCTV Reports, PACP database, logs, electronic reports, etc. noting important features encountered during the inspection. The speed of travel shall be slow enough to inspect each pipe joint and structural deterioration, but should not, at any time, be faster than 10 feet per minute.
5. The camera must be centered in the pipe to provide accurate distance measurements to provide locations of features in the recycled water line and these footage measurements shall be displayed and documented on the video. All PACP Observations shall be identified by audio and on PACP log. All videos must be continuously metered from the entry point. The pipe should be clean enough to ensure all defects, features, and observations are seen and logged. If cleaning is required, see NASSCO Performance Specification Guideline for Sewer Pipe Cleaning.

### 3.2 Post Investigation Completion and Deliverables:

1. Provide a recap and review of findings with the City representative.
  - a. Explain markings and visual indicators to preceding video review.
  - b. Review material on the interior video desk monitor system.
  - c. Review software report data.
  - d. Indicate visual markers and indicators.
  - e. Explain all conclusive and inconclusive data findings.
  - f. Review concerns and provide an in-depth analysis of findings.
  - g. Deliver electronic copy of video report to City.

**END OF SECTION**

## E-07 INSTALLATION OF NEW 20" ISOLATION VALVE (EAST SIDE) (REVOCABLE)

### PART 1 – GENERAL

#### 1.1 SUMMARY

This Work is **REVOCABLE** and will proceed only as directed by the City after it is determined that recycled water is flowing into the open excavation from the west (direction of the railroad tracks) and Bid Item 4 and Bid Item 5 are complete. Work includes furnishing and install a 20" gate valve and incidentals as shown and specified on the Contract Documents.

#### 1.2 REFERENCES

This section contains references to some or all of the following documents, most recent edition. They are a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

1. American Association of State Highway and Transportation Officials (AASHTO)
2. American National Standards Institute (ANSI)
3. American Society of Mechanical Engineers (ASME)
4. ASTM International (ASTM)
5. American Water Works Association (AWWA)
6. City of Milpitas Standard Specifications
7. City of Milpitas Standard Drawing No. 702
8. NSF/ANSI Standard 61 Drinking Water System Components (NSF 61)

#### 1.3 SUBMITTALS

A. Submit in accordance with E-15 Submittal Procedures.

B. Shop Drawings:

1. Layouts and Schematics: Submit detailed installation drawings of all piping and connected equipment. The drawings shall include each pipe, all fittings, valves, and other appurtenances.
2. Submit materials list, catalog data, and cutsheets naming each product to be used identified by manufacturer and type number.
3. Submit certified test reports as required herein and by the referenced standard specifications.

C. Manuals: The Contractor shall furnish manufacturer's installation, operation and maintenance manual, bulletins, and spare parts lists for each item.

D. Affidavits and Certificates of Compliance:

1. Submit affidavits from the manufacturer for the gate valves, attesting that the products are manufactured and tested according to the specified standards.

E. All items that are submitted for use in potable water systems including, but not limited to, pipe, valves, linings, solvent cements, welding materials, and gaskets and gasket lubricants shall (in accordance with Section 64591 of the California Water Works Standards) be NSF 61 certified for use in potable water systems and must be in compliance with State of California Assembly Bill (AB) 1953 and contain less than 0.25 percent (0.25%) lead by average weight. Submit proof of NSF 61 and lead-free certifications for each item submitted.

#### 1.4 MEASUREMENT & PAYMENT

The contract price paid LUMP SUM for **"Installation of New 20" Isolation Valve"** is included in **Bid Item No. 6 - Installation of New 20" Isolation Valve (East Side) REVOCABLE** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing as specified in Contract Drawings, State Standard Specifications and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

### PART 2 – PRODUCT

#### 2.1 GATE VALVES

A. All valves shall be the product of one manufacturer.

1. All gate valves shall be non-rising stem, resilient edge valves with a 2-inch square operating nut that conform to the requirements of AWWA C509 and Mueller A-2362, Mueller A-2361, or approved equal.

B. All valves shall be furnished with control assembly and operators, anode protections, as specified herein or as shown in City of Milpitas Standard Drawing No. 702.

C. All valve stem operators shall open by turning the valve stem counter-clockwise.

D. Valve sizes are nominal inside diameter unless otherwise noted.

E. All materials delivered to the project site shall be new, free from defects, and marked to identify the material, class, and other appropriate data.

F. End Connections:

1. Provide the type of end connections for valves as required in the Contract Drawings.
2. Comply with the following standards:
  - (a) Flanged: ASME B16.1, Class 150 unless otherwise noted or AWWA C207.
  - (b) Bell and spigot or mechanical (gland) type: AWWA/ANSI C111/A21.11
- G. Bolts, Nuts, and Hardware: Unless specified otherwise herein, flange bolts and nuts, coupling bolts and nuts, tie rods, and other hardware shall be as follows:
  1. Exposed: Type 316 stainless steel, minimum tensile strength: 60,000 psi.
  2. Buried: Type 316 stainless steel, minimum tensile strength: 60,000 psi.
  3. Type 316 stainless steel bolts and nuts hardware shall be used one time per application. Reusing Type 316 stainless steel hardware will not be permitted.
  4. Mechanical joint hardware shall be high strength, low alloy steel.
  5. Apply an anti-seize compound to all bolt threads.
  6. All bolts shall be torqued to manufacturer's recommendations.
- H. Gaskets: shall be one-eighth (1/8) inch thick, full-faced type, made of EPDM.
- I. Fusion Epoxy Coating: Materials and application shall be in accordance with AWWA C213, except application shall be by fluid bed method only unless the greatest dimension of the article to be coated exceeds ten (10) feet, in which case electrostatic spray method may be used.

## 2.2 VALVE BOXES

- A. Valve boxes shall be specified as defined in the City of Milpitas Standard Specifications and Drawings.

## PART 3 – EXECUTION

### 3.1 INSTALLATION OF GATE VALVES

- A. All valves shall be installed as defined in the City of Milpitas Standard Specifications and Drawings, as well as in accordance with manufacturer's recommendations.
- B. General Valve Installation:
  1. Valves shall be carefully installed in their respective positions, free from all distortion and strain, with joints made as specified, and shall be left in satisfactory operating condition.

2. Prior to installation, all valves and appurtenances shall be thoroughly cleaned of all foreign material, and shall be inspected for proper operation, both opening and closing and to verify that the valves seat properly. Valves shall be installed so that the stems are vertical.
3. All valves shall be tested in place so far as practicable under the conditions specified and any defects revealed in valves or connections tested shall be corrected.

C. Installation of Valve and Meter Boxes:

1. Valve boxes shall be centered and set plumb over the square operating nut for each valve. Valve boxes shall be installed so they do not transmit shock or stress to the valve or pipe. Valve covers shall be set flush with the surrounding grade, or as directed by the City's Representative. Backfill shall be placed around the valve boxes and thoroughly compacted to a 95% relative compaction in such a manner that will not damage or displace the valve box from proper alignment, or grade.
- D. Use reducing fittings where any change in pipe size occurs between valves or accessories and the attached pipeline. Bushings shall not be used, unless specifically noted on the Contract Documents. Use eccentric reducing fittings wherever necessary to provide free drainage of lines.

3.2 FIELD QUALITY CONTROL

- A. Factory Quality Control: The manufacturer shall test all products as required herein and by the reference specifications.
- B. The Contractor shall:
  1. Perform leakage tests.
  2. Be responsible for the costs of additional inspection and retesting by the City resulting from non-compliance.

**END OF SECTION**

## **E-08 REMOVAL OF SHORING AND BACKFILL (EAST SIDE)**

### **PART 1 – GENERAL**

#### **1.1 SUMMARY**

Work shall consist of coordinated removal of shoring and backfill of previous excavated earth materials.

#### **1.2 INITIAL BACKFILL**

1. After the new isolation valve has been installed and inspected, the backfill material shall be placed in horizontal layers and compacted by power-operated tampers, rollers, or vibratory equipment. Jetting of bedding or initial backfill is not allowed.
2. Backfill material shall be placed in lifts:
  - (a) First Lift: Place and compact the bedding material in a single lift, even with the spring line of the pipe.
  - (b) Subsequent Lifts: Place and compact bedding material in lifts not exceeding eight (8) inches in uncompacted depth.
  - (c) Each layer shall be compacted to the specified relative compaction prior to placing subsequent layers. The thickness of the loose layer may be increased when in-place compaction tests satisfactory to the City's Representative show that the specified relative compaction can be obtained. No further backfilling will be permitted until the City's Representative has accepted the initial backfill zone.

#### **1.3 TRENCH BACKFILL**

Above the level of pipe bedding and initial backfill, the trench shall be filled with previous excavated earth materials. The backfill material shall be placed in horizontal layers and shall have a moisture content such that the required degree of compaction may be obtained. Each layer shall be compacted by power-operated tampers, rollers or other suitable equipment. Each layer shall be compacted to the specified relative compaction prior to placing subsequent layers.

#### **1.4 FIELD QUALITY CONTROL**

##### **A. Confirmation tests:**

1. Contractor's responsibilities:
  - (a) Accomplish specified compaction of trench backfill.
  - (b) Control operations by confirmation tests to verify and confirm that compaction work complies, and is complying at all times, with requirements specified in this Section concerning compaction, control, and testing.

(c) Qualifications of Contractor's testing laboratory: Acceptable to Engineer. Provide lab certification.

(d) Copies of confirmation test reports: Submit promptly to the Engineer.

B. Frequency of confirmation testing:

1. Perform testing not less than as follows:

(a) For trenches: At each test location include tests for each type or class of backfill from bedding to finish grade.

(b) For each valve replacement site: At least one test per two lifts.

C. Compliance tests:

1. Frequency of testing: Periodic compliance tests will be made by the Engineer to verify that compaction is meeting requirements previously specified.

2. If compaction fails to meet specified requirements: Perform remedial work by one of the following methods:

(a) Remove and replace backfill at proper density.

(b) Bring density up to specified level by other means acceptable to the Engineer.

D. Retesting:

1. Costs of retesting: Contractor is responsible for the costs of retesting required to confirm and verify that remedial work has brought compaction within specified requirements.

2. Contractor's confirmation tests during performance of remedial work:

(a) Performance: Perform tests in manner acceptable to the Engineer.

(b) Frequency: Double amount specified for initial confirmation tests.

## 1.5 SUBMITTALS

NOT USED.

## 1.3 MEASUREMENT & PAYMENT

The contract price paid LUMP SUM for **“REMOVAL OF SHORING AND BACKFILL”** is included in **Bid Item No. 7 – Removal of Shoring and Backfill (East Side)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in shoring removal and backfill as specified in Contract Drawings, State Standard Specifications and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

## **PART 2 – PRODUCT – NOT USED**

## **PART 3 – EXECUTION**

### **3.1 Procedures:**

- A. Removal of shoring is to be done per all applicable OSHA standards.
- B. Backfill of previously excavated materials is to be done per all applicable Caltrans and AWWA standards.

**END OF SECTION**



## E-09 PAVEMENT RESTORATION (EAST SIDE)

### PART 1 – GENERAL

#### 1.1 SUMMARY

Work shall consist of furnishing and placing asphalt concrete pavement under the Standard Construction Process, resurfacing of existing pavement, base pavement repair and building up the asphalt concrete pavement section to achieve the minimum cross slope. The work shall include mixing aggregate and asphalt binder at a central mixing plant, spreading and compacting the mixture, and furnishing and applying prime coat, and tack coat to the lines, grades, and dimensions shown in the Contract Documents. Asphalt concrete shall conform to the provisions of Section 39, "Asphalt Concrete", of the 2023 State Standard Specifications and to these Technical Provisions.

#### 1.2 SUBMITTALS

The Contractor shall provide a Certificate of Compliance for Asphalt concrete and other materials used under this Section in conformance with the requirements of the Contract Documents.

#### 1.3 MEASUREMENT & PAYMENT

The contract price paid LUMP SUM for "**Hot Mix Asphalt (Type A)**" is included in **Bid Item No. 8 – Pavement Restoration (East Side)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and placing hot mix asphalt, complete-in-place, including saw cutting, compaction, spreading, over excavation, protect all existing utility covers, crack sealing, tack coat, paint binder, installing temporary pavement delineation, maintaining, and removing temporary pavement delineation when no longer needed, and built-up pavement section to achieve required cross slope, as specified in Contract Drawings, State Standard Specifications and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

### PART 2 – PRODUCT

#### 2.1 ASPHALT PAVING

Asphalt Concrete shall conform to Section 39 – Hot Mix Asphalt of the latest State Standard Specifications and the City Standard Specifications.

Asphalt Concrete for surfacing shall be Hot Mix Asphalt (HMA) Type A with RAP 15% max.

#### 2.2 Asphalt Materials:

Aggregate Grading - Hot mix asphalt (HMA) shall be produced at a central mixing plant. Aggregate for the final lift or top lift shall be a ½ inch maximum, specified in Section

39-1.02E, "Aggregate," of the State Standard Specifications. For intermediate courses, aggregate shall conform to the  $\frac{3}{4}$  inch maximum

Asphalt Binder - Asphalt Binder to be mixed with the aggregate shall conform to the provisions of Section 92, "Asphalts", of the State Standard Specifications and shall be paving asphalt Performance Grade PG 64-10 or better in conformance to Section 92-1.02(B) of the State Standard Specifications, unless otherwise directed by the Engineer.

Paint Binder (Tack Coat) - Liquid emulsion SS-1 shall be in conformance with Section 94, "Asphaltic Emulsions", of the State Standard Specifications. No fog seal will be required.

## **PART 3 – EXECUTION**

### **3.1 Procedures:**

Asphalt replacement depth shall be 2" minimum layer. The finished surface shall conform to the surrounding grade and contour, achieve the minimum required cross slope as shown per the Contract Drawings, and shall not trap water or present a visible hump.

The contractor is responsible for implementing measures as needed to allow for work to proceed during cold weather, should it occur.

#### **Paint Binder (Tack Coat)**

A paint binder of liquid emulsion SS-1 tack coat shall be applied to existing pavement including planed surfaces, between HMA layers, and all vertical surfaces of existing pavement, curbs, gutters, and construction joints in the surfacing against which additional material is to be placed and to pavement to be surfaced prior to overlay.

The surface shall be free of water, foreign material, or dust, when the tack coat is applied. The area to which prime coat or paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking of binder material onto existing pavement surfaces beyond the limit of construction. The contractor is responsible for cleanup and/or re-stripe of adjacent streets outside of the construction limits that tack coat is tracked.

#### **Spreading and Compacting**

Spreading and compacting shall be performed by methods that will produce an asphalt concrete surface of uniform smoothness, texture and density. The Contractor shall comply with provisions of Section 39-1.11, "Transporting, Spreading and Compacting", of the State Standard Specifications. The finished surface shall meet the straight edge requirements of Section 39-1.12, "Smoothness", of the State Standard Specifications.

All mixtures shall be placed and spread at a temperature of not less than 260 degrees F, and not greater than 300 degrees F. Initial or breakdown rolling shall be performed immediately after placement. Asphalt concrete shall not be placed when the atmospheric

temperature is below 50 degrees F (10 degrees C) or during unsuitable weather, as determined by the Engineer.

Asphalt concrete placed in layers less than 1 inches (0.08') compacted thickness or widths of less than 5 feet shall be spread and compacted with the equipment and by the methods specified in Section 39. All other asphalt concrete shall be compacted and finished in conformance with the provisions of Section 39, amended as follows:

Section 39-1.11, "Transporting, Spreading and Compacting", of the State Standard Specifications of the State Standard Specifications is amended to read:

All rollers shall be equipped with pads and water systems which prevent sticking of asphalt mixtures to the pneumatic- or steel-tired wheels. A parting agent, which will not damage the asphalt mixture, as determined by the Engineer, may be used to aid in preventing the sticking of the mixture to the wheels. Areas inaccessible to the rollers shall be compacted by use of a power compactor of the high-impact vibra plate type, capable of attaining the same compaction as the rolled areas.

The following shall supplement the requirements of Section 39-2.01C(2) "Spreading and Compacting Equipment":

"The first coverage of initial or breakdown compaction shall be performed when the temperature of the mixture is not less than 260°F, and all breakdown compaction shall be completed before the temperature of the mixture drops below 200°F. The initial and breakdown compaction shall be followed immediately by additional rolling. Asphalt concrete shall be compacted by any means to obtain the specified compaction before the temperature of the mixture drops below 150°F. Additional rolling to achieve the specified compaction will not be permitted after the temperature of the mixture drops below 150°F or once the pavement is opened to public traffic. When vibratory rollers are used as finish rollers the vibratory unit shall be turned off."

"Rolling shall be performed in such a manner that cracking, shoving, or displacement will be avoided. If heat cracking occurs in the asphalt surfacing during rolling operations, the Contractor shall, at the direction of the Engineer, provide a pneumatic tired roller in place of a steel-tired roller to follow the breakdown roller. Coverage with the pneumatic-tired roller shall start when the temperature of the mixture is as high as practicable, preferably above 180° F., and shall be completed while the mixture is at or above 150° F."

Asphalt concrete shall be compacted to a minimum relative compaction of 95% and shall be finished to the lines, grades and cross section shown on the plans. In-place density of asphalt concrete will be determined prior to opening the pavement to public traffic. Relative compaction will be determined by California Test 375. Laboratory specimens will be compacted in conformance with California Test 304.

Large aggregate that migrates to the surface during handwork shall be returned to the paver box rather than scattered over the surface of the mat.

Any time new asphalt concrete is to be placed in contact with existing asphalt concrete, the surface shall be cleaned and a tack coat of asphaltic emulsion applied to insure proper bond. Tack coat shall be applied at a rate equivalent to 0.05 to 0.15 gallons per square yard undiluted.

The completed surface shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete by blading or other equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations, or other objectionable marks in the asphalt concrete surface shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

When a straightedge 12 feet long is laid on the finished surface and parallel to the centerline, the surface shall not vary more than 0.01 foot from the lower edge of the straightedge. The transverse slope of the finished surface shall be uniform to a degree that no depressions greater than 0.02 foot are present when tested with a straightedge 12 feet long laid in a direction transverse to the center line and extending from edge to edge of a 12 foot traffic lane.

The Contractor shall notify the Engineer in writing if the base or subgrade condition will prevent the Contractor from meeting the specified tolerances. Failure to notify prior to commencement of paving operation shall be considered as Contractor's concurrence that base and subgrade surface is suitable for installation of pavement to tolerances stated.

The tracks or wheels of spreading equipment shall not be operated on the new asphalt concrete pavement until final compaction has been completed. Trucks, loaded or empty, shall not be allowed on the new roadway surface until the asphalt concrete reaches ambient temperature.

Base courses at all conforms, and any areas inaccessible to rollers such as around manholes, water valves, etc. shall be mechanically compacted with a rammer or tamper with particular attention to the edges and corners of the excavations.

The Contractor shall have the option of providing the extra manpower and equipment necessary to work under low over hanging branches or to hire a licensed arborist to trim trees for adequate clearance. A list of proposed trees to be trimmed shall be submitted for Engineer approval prior to proceeding. Written permission shall be obtained from the property owner for any trees on private property prior to proceeding.

#### Subgrade Preparation – “if applicable”

Subgrade shall be constructed true to grade and depth as indicated on the Contract Drawings.

Prior to the placement of hot mix asphalt: The subgrade shall be firm, hard and unyielding under the load of heavy construction equipment, subgrade material shall have a minimum relative compaction of ninety percent (90%) as determined by test method ASTM D557

and 2922, shall be thoroughly moistened with water without ponding to the satisfaction of the Engineer, relative compaction tests of the subgrade may be made by the City. Contractor shall make the work available for such testing.

Paving Joint: No excess buildup or unsightly appearance shall be permitted on longitudinal or transverse joints. Sand sealing of joints may be required.

**END OF SECTION**

## E-10 PRESERVATION OF PROPERTY

### PART 1 – GENERAL

#### 1.1 Work of this section includes preserving and protecting

Adjacent property

Waterways

Lands administered by other agencies

Railroads and railroad equipment

Existing utilities (refer to Exhibit C)

Comply with Govt Code § 4216 et seq. Notify the Engineer at least 3 business days before you contact the regional notification center. Failure to contact the notification center prohibits excavation.

Immediately report damage to the Engineer.

If you cause damage, you are responsible.

Install suitable safeguards to preserve and protect facilities from damage.

Install temporary facilities, such as sheet piling, cribbing, bulkheads, shores, or other supports, necessary to support existing facilities or to support material carrying the facilities.

#### 1.2 OBJECTIVES

1. Contractor shall protect, shore, brace, support, and maintain all landscaped areas (sod, groundcover, shrubs, trees, etc.) underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures that are not to be demolished, and all landscaped areas in yards, parkways, and medians that are damaged by the Contractor's construction operations, whether within or outside the project limits, shall be restored to their original condition by the Contractor, at their own expense, to the satisfaction of the Engineer and the Private Property Owner. All replacements shall be made with new materials. Special care shall be taken to protect private property adjacent to sidewalk and curb ramp work.
2. Contractor shall be responsible for all damage to landscaped areas, streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work, Site or any part thereof, whether by Contractor or Subcontractors. Contractor shall make satisfactory and acceptable arrangements with the City, or the agency or authority having jurisdiction over the damaged property, concerning its repair, replacement or payment of costs incurred in connection with the damage.

3. Preserve and protect existing trees and plants at the site which are designated to remain and those adjacent to the site. Contractor's attention is directed to the Contract Documents for additional requirements and restrictions as it pertains to the protection of existing trees and plants.
4. The minimum size of replacement trees shall be a 24-inch box.
5. Replace shrubs with no. 15-container shrubs
6. Damage to slopes, plants, irrigation systems and other facilities that occur as a result of irrigation line break or other defects in an irrigation system installed by or broken by the Contractor, shall be repaired or reconstructed by the Contractor to the satisfaction of the Engineer and at no additional cost to the City.
7. Damage caused by or as a result of improper programming or operation of the irrigation system during the plant establishment period shall be repaired or reconstructed by the Contractor to the satisfaction of the Engineer and at no additional cost to the City.

### 1.3 REFERENCES

Standard Plans and Specifications, California Department of Transportation, latest edition.

### 1.4 MEASUREMENT AND PAYMENT:

1. Full compensation for "**Preservation of Property**" shall be considered as included in the contract unit prices paid for the various bid items of work performed and shall include no additional compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved as specified in Contract Drawings, State Standard Specifications and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

### 1.5 EXECUTION

1. Contractor is to preserve existing onsite improvements to the maximum extent practicable.
2. Prior to starting work, the Contractor shall provide a digital file videotape of the job site for the purpose of providing a record of existing conditions. The video record shall provide a view encompassing the entire project site, including plus 20 feet beyond the Contractors limit of work. The record shall include clear details of all existing above ground improvements, including but not limited to, pavement, landscaping and irrigation, sidewalk, driveways, curb and gutter.
3. The video record shall include audio commentary describing what is being viewed, all provide detail of significant existing damage and disrepair, cracks, settlements, deficiencies, or any other pre-existing condition.
4. The Contractor shall perform the actual recording at a time when the street is not filled with parked vehicles. Any significant pre-construction (existing) conditions shall also be

photographed to a 4x6 size, matte finish and shall be accompanied by a brief narrative of date, location, and conditions.

**PART 2 - (NOT USED)**

**PART 3 - (NOT USED)**

**END OF SECTION**



## E-11 CONTROL OF WATER

### PART 1 – GENERAL

#### 1.1 OBJECTIVES

The Contractor is responsible for implementing measures as required to allow for work to proceed during wet weather, should wet weather occur, and when ground water is present. The Contractor is advised that the groundwater surface in the City of Milpitas is high and may be just below the pavement surface. Contractor shall provide all necessary labor and materials required to protect the work from wet weather and to allow work to proceed without delay.

1. The Contractor shall remove all water that accumulates in all excavations during the progress of work so that all work may proceed. Excavated areas shall be kept free from water while underground utilities or structures are constructed, while concrete is setting, and until backfill has been placed to a sufficient height to anchor the work against possible flotation or leakage.
2. The Contractor's dewatering system shall be designed to prevent pumping fines from below grade or disturbing materials exposed at the excavation bottom. Attention is directed to other related sections in these specifications.
3. Disposal of water through dewatering operations shall conform to the requirements of these Contract Documents and State and Federal Law. Water from dewatering operations shall not be directed into existing sanitary sewers unless the Contractor obtains a City of San Jose Short Term Wastewater Discharge Permit. Discharge to storm drains, creeks and channels will not be allowed. The Contractor shall submit written procedures in accordance with Article 15, Submittals, for the disposal of water extracted under such conditions to the City for approval 15 days prior to work. The Contractor shall be held responsible for any fines and penalties assessed due to the disposal of extracted water deemed in violation of said approved procedures.

#### 1.2 SUBMITTALS

Dewatering Plan and Discharge to Landscape:

Dewatering Plan: Where required by these Contract Documents, the Contractor shall provide a detailed Dewatering Plan.

1. The Contractor shall, at all times, have sufficient pumping equipment available for immediate use including standby pumps for use in case other pumps become inoperable. Water shall be disposed of so as to be compliant with the law, and so it does not cause injury to public or private property or be a menace to the public health.
2. The Contractor's dewatering system shall be designed to prevent pumping fines from below grade or disturbing materials exposed at the excavation bottom. Attention is directed to other related sections in these specifications.
3. Disposal of water through dewatering operations shall conform to the requirements of these Contract Documents and Local, State and Federal Law.

4. Discharge to Sanitary Sewer:

1. The Contractor shall obtain approval from the Engineer prior to any discharge to the City's sewer system. In addition, the Contractor shall obtain a "Short-Term" Wastewater Discharge Permit from the City of San Jose Environmental Services Department, including payment of any required permit fees.
2. The Contractor shall monitor its discharge flow rate to ensure surcharging of the downstream sewer system does not occur, and provide all flow measurement, testing, or other requirements of the Wastewater
3. Discharge Permit, and shall be responsible for all costs as required to discharge to the sewer system.
4. The Contractor shall be responsible for any fines, or related costs and repairs for damage or clean-up resulting from its discharge operation.

1.3 MEASUREMENT AND PAYMENT

Full compensation for "**Control of Water**" is in **Bid Item No. 3 – Excavation and Shoring (East Side)** and shall include no additional compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved as specified in Contract Drawings, State Standard Specifications and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

**PART 2 - (NOT USED)**

**PART 3 - (NOT USED)**

**END OF SECTION**

## **E-12 DEWATERING**

### **PART 1 GENERAL**

#### **1.1 SUMMARY**

- A. Scope: The work of this Section includes dewatering necessary to lower and control groundwater levels and hydrostatic pressures to permit excavation and construction to be performed properly under dry conditions. Work also includes dewatering as necessary of both the 30" RW line casing and 20" RW line. Groundwater and RW may be directed to landscape areas.
- B. Contractors Responsibility: Dewatering operations shall be adequate to assure the integrity of the finished project. The responsibility for conducting the dewatering operation in a manner that will protect adjacent structures and facilities rests solely with the Contractor. The cost of repairing any damage to adjacent structures and restoration of facilities shall be the responsibility of the Contractor. Contractor shall secure all necessary permits to complete the requirements of this Section of the Specifications.

#### **1.2 REFERENCES**

- A. Work shall be performed in accordance with the City Standard Construction Specifications Section W – Standard Specifications for Water Mains and Services.

#### **1.3 SUBMITTALS**

- A. The following shall be submitted in compliance with E-15 – Submittal Procedures:
  - 1. Prior to commencement of excavation, a detailed plan and schedule for dewatering activities of excavations.
  - 2. Demonstration of proposed dewatering system and verification that adequate personnel, materials and equipment are readily available for all dewatering activities.
  - 3. Copy of any permit or discharge requirements.
  - 4. Compliance with SWPPP requirement

#### **1.4 CONTROL AND OBSERVATION**

- A. Adequate control shall be maintained to ensure that the stability of excavated and constructed slopes are not adversely affected by water, that erosion is controlled and that flooding of excavation or damage to structures do not occur.
- B. It shall be the sole responsibility of the Contractor to control the rate and effect of the dewatering in such a manner as to avoid all objectionable settlement and subsidence.
- C. Where critical structures or facilities exist immediately adjacent to areas of proposed dewatering, reference points shall be established and observed at frequent intervals to detect any settlement that may develop.

D. A daily report shall be maintained. The following shall be recorded:

1. Elevation of ground water and piezometric water levels in observation wells (if any).
2. Change in elevation of reference points established.

## 1.5 MEASUREMENT AND PAYMENT

- A. Full compensation for "Dewatering" is in **Bid Item No. 3 – Excavation and Shoring (East Side); Bid Item No. 4 – Cutting of Existing 20" Recycled Water Line (East Side); Bid Item No. 5 – Video Inspection of Existing 20" Recycled Water Line (Under Railroad Tracks); Bid Item No. 6 – Installation on New 20" Isolation Valve (East Side)** and shall include no additional compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved as specified in Contract Drawings, State Standard Specifications and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

## PART 2 PRODUCTS

### 2.1 EQUIPMENT

- A. Dewatering system shall include well points, sump pumps, temporary pipelines for water disposal, rock or gravel placement, and other means including standby pumping equipment maintained on the job site continuously.

## PART 3 EXECUTION

### 3.1 GENERAL REQUIREMENTS

- A. An adequate dewatering system shall be maintained to lower and control the groundwater to permit excavation, construction of structures, placement of piping, and placement of fill materials to be performed under dry conditions.
- B. Sufficient dewatering equipment shall be installed to predrain the water-bearing strata below the bottom of foundations, drains, sewers, pipelines and other excavations.
- C. The Contractor shall maintain the water level below the bottom of excavation in all work areas where groundwater occurs during excavation construction, backfilling, and up to acceptance.
- D. The hydrostatic head in water-bearing strata below foundations, drains, sewers, pipelines and other excavations shall be reduced to ensure that the water level and piezometric water levels are below the excavation surface at all times.
1. The piezometric water level shall be maintained a minimum of 3-feet below the excavation surface all times.
- E. The dewatering system shall be placed into operation prior to excavation below ground water level to lower the ground water level and shall be operated continuously 24 hours a day, 7 days a week until drains, sewers, pipelines and structures have been

constructed and leak tested and fill materials have been placed and dewatering is no longer required.

- F. The site shall be graded to facilitate drainage. Surface runoff shall be diverted from excavations. Water entering the excavation from surface runoff shall be collected in shallow ditches around the perimeter of the excavation, drained to sumps, and be pumped or drained by gravity away from the excavation.
- G. Dewatering shall at all times be conducted in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation.
- H. If foundation soils are disturbed or loosened by the upward seepage of water or an uncontrolled flow of water, the affected areas shall be excavated and replaced with drain rock at no additional cost to the City.
- I. Flotation shall be prevented by the Contractor by maintaining a positive and continuous removal of water. The Contractor shall be fully responsible and liable for all damages which may result from failure to adequately keep excavations dewatered.
- J. If well points or wells are used, they shall be adequately spaced to provide the necessary dewatering and shall be sandpacked and/or other means shall be used to prevent pumping of fine sands or silts from the subsurface. A continual check shall be maintained to ensure that the subsurface soil is not being removed by the dewatering operation.
- K. Water and debris shall be disposed of in a suitable manner in compliance with local and State regulations and without damage to adjacent property. No water shall be drained into the installed or under construction facilities. Water shall be filtered to remove sand and fine-sized soil particles and further treated if required by regulatory agencies before disposal into any drainage system
- L. Necessary permits for disposal of water, if applicable, shall be obtained by the Contractor from the appropriate regulatory agencies.
- M. The release of groundwater to its original level shall be performed in such manner to prevent disturbance of natural foundation soils, prevent disturbance of compacted backfill and prevent flotation or movement of structures, pipelines, and sewers.
- N. Dewatering of trenches and other excavations shall be considered as incidental to the construction of the Work and all costs thereof shall be included in the various contract prices in the Bid Forms, unless a separate bid item has been established for dewatering.
- O. Contractor shall comply with all discharge permit and SWPPP requirements.

**\*\* END OF SECTION \*\***

## **E-13 COOPERATION**

### **PART 1 – GENERAL**

#### **1.1 OBJECTIVES**

The Contractor shall coordinate with and accommodate City staff to determine if recycled water leak is coming from the east or west side of the excavation.

The Contractor shall coordinate with and accommodate any other contractors who may be working in the area when preparing work schedules, and when executing items of work including traffic control.

The Contractor shall coordinate with utility companies for relocation of any existing utilities or cover adjustments. The Contractor shall give the required advance notice of work to the utility company.

The Contractor's work shall be so conducted to allow utility companies to maintain services and relocate their facilities with the minimum of interruption to the public. Proper coordination with utility company staff is critical to ensure that their facility is relocated prior to installation of new improvements by the Contractor.

#### **1.2 REFERENCES**

Standard Plans and Specifications, California Department of Transportation, latest edition.

#### **1.3 MEASUREMENT AND PAYMENT:**

Full compensation for "**Cooperation**" shall be considered as included in the contract unit prices paid for the various bid items of work performed and shall include no additional compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved as specified in Contract Drawings, State Standard Specifications and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

### **PART 2 - (NOT USED)**

### **PART 3 - (NOT USED)**

## **END OF SECTION**

## E-14 OBSTRUCTIONS

### PART 1 – GENERAL

#### 1.1 OBJECTIVES

Attention is directed to Section 15, "Existing Facilities," of the State Standard Specifications.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety, and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to, fiber optic conduits, storm drainage pipes, sanitary sewers, irrigation lines, telephone ducts, water line, traffic signal conduit, gas lines, and underground electrical cables. Some of the facilities might be relocated by the various utility companies. The locations of the facilities as shown on the plans are approximate. It is the Contractor's responsibility to verify the exact locations and depths with the respective utility company.

#### 1. Underground Services Alert (USA) 811:

Prior to any underground excavation, the Contractor shall contact Underground Services Alert (USA) 811 a minimum of 48 hours prior to the beginning of each excavation.

2. The Contractor shall notify USA at 1-800-227-2600 to locate and mark existing subsurface utilities within the Contractor's project site. The Contractor shall also be responsible for contacting private utility companies for the review of their as-built records for their underground utilities.

3. The Contractor shall have the responsibility to contact directly all agencies that do not participate in USA program to arrange for the location and mark-out of their utilities. The California Department of Transportation (Caltrans) is an example of such an agency that does not participate in the USA program.

#### 4. Unmarked Utilities:

As required by law, should the Contractor find utilities during excavation that were unmarked by the USA locate process, that Contractor shall immediately notify Underground Services Alert (USA) 811 of the find and request they respond.

#### 5. The following utilities have facilities within the limits of work:

|                  |                                                                                                             |
|------------------|-------------------------------------------------------------------------------------------------------------|
| PG&E             | Gas/Electrical                                                                                              |
| City of Milpitas | Water, Recycle Water, Storm Drain, and Sanitary Sewer lines; Street light, Traffic Signal, and Fiber Optics |
| AT&T             | Telephone/Fiber Optics                                                                                      |
| Verizon          | Telephone/Fiber Optics                                                                                      |
| Zayoo            | Telephone/Fiber Optics                                                                                      |
| Comcast          | Cable TV/Fiber Optics                                                                                       |
| VTA              | Rail/Gas                                                                                                    |

6. Protection and repair of damage of laterals and appurtenances shall be the responsibility of the Contractor.
7. In the event that water services, fire hydrants, storm drain pipes, city fiber optics, or other appurtenances are broken or damaged, the Contractor shall immediately notify the Engineer. The Contractor shall be required to repair, at their own expense, such damage in a manner satisfactory to the Engineer, or City forces may repair such damage at the Contractor's expense.
8. In the event damage is done to any gas, electric, cable TV, fiber optics, or telephone facility by the Contractor, the Contractor shall immediately notify the respective utility company. The utility company at the Contractor's expense shall make repairs.

1.2 MEASUREMENT AND PAYMENT:

Full compensation for “**Obstructions**” is included in **Bid Item No. 2 – Existing Utilities Coordination (East Side)** and shall include no additional compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved as specified in Contract Drawings, State Standard Specifications and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

**PART 2 - (NOT USED)**

**PART 3 - (NOT USED)**

**END OF SECTION**



## **E-15 SUBMITTAL PROCEDURES**

### **PART 1 GENERAL**

#### **1.1 SUMMARY**

**A. Section Includes:**

1. Description of general requirements for project Submittals.

#### **1.2 SUBMITTALS**

A. Where required by the Specifications, the Contractor shall submit descriptive information which will enable the Engineer to advise the City whether the Contractor's proposed materials, equipment or methods of work are in general conformance with the design concept and are in compliance with the drawings and specifications. The information to be submitted shall consist of drawings, specifications, descriptive data, certificates, samples, test results and other such information, all as specifically required in the Specifications.

**B. The Contractor shall submit the following items:**

1. Schedule of Submittals and Shop Drawings

**B. The Contractor shall submit the following items:**

2. List of Submittals, Shop Drawings, Product Data and Materials
3. Contractor's Safety Program
4. Designated Safety Supervisor
5. Designated "Competent Person(s)"
6. Schedule of Values
7. Construction Schedule
8. Substitutions List
9. Shop Drawings
10. Product Data
11. Others as Specified in the Technical Specifications
12. Manufacturer's Instructions
13. Manufacturer's Certifications and Test Reports

**C. Quantity of Submittals:**

1. Submit one (1) digital PDF format of all submittals.
  - (a) PDF submittal shall be clear and readable.
  - (b) Provide searchable PDF file.
  - (c) Annotate or mark submittal to clearly show the item or model being submitted.
  - (d) Organization and Binding of Submittals: The initial and subsequent submittals of drawings and data for review shall be organized and bound with a Table of Contents so that eventually they may be used as guides for preparing the required maintenance manuals. PDF files shall have active links in the Table of Contents, or they shall have bookmarks per the Table of Contents.
2. If paper copies are submitted:
  - (a) Provide three (3) copies to the City's Representative and a scanned electronic copy where feasible. The Contractor shall state the number of copies the Contractor wants to be returned where necessary.
  - (b) Provide three (3) copies to the City's Representative and a scanned electronic copy where feasible. The Contractor shall state the number of copies the Contractor wants to be returned where necessary.
- D. Where the Contractor is required by these Specifications to submit samples of products, the Contractor shall provide a sufficient number of physical samples to allow three (3) to be retained by the City's Representative of all structural and architectural products involving color, finish, texture, or the like.
- E. List of Submittals:
  1. Within thirty-five (35) days after the Notice to Proceed, the Contractor shall submit a List of Submittals to the City's Representative for review.
  2. The List shall include all items of equipment and materials for necessary project disciplines (Civil, Electrical, Mechanical etc) and the names of manufacturers with whom purchase orders have been or will be placed.
  3. The List shall be arranged in the same order as the Specifications and shall contain sufficient data to identify all items of material and equipment the Contractor proposes to furnish. The List shall include Specification and/or Drawing references.
  4. After the submission is favorably reviewed and returned to the Contractor by the City's Representative, it shall become the basis for the submission of detailed manufacturer's drawings, catalog cuts, curves, diagrams, schematics, data, and information on each separate item for review as set forth in the Specifications.
- F. The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall ensure that the material, equipment or method of work shall be as described in the submittal.

1. Submittals shall contain all required information, including satisfactory identification of items, units and assemblies in relation to the contract drawings and specifications.
2. The Contractor shall verify that the material and equipment described in each submittal conforms to the requirements of the specifications and drawings.
3. Unless otherwise approved by the Engineer, submittals shall be made only by the Contractor, who shall indicate by a signed stamp on the submittals that the Contractor has checked the submittals and that the work shown conforms to contract requirements and has been checked for dimensions and relationship with work of all other trades involved.
4. If the information shows deviations from the specifications or drawings, the Contractor, by statement in writing accompanying the information, shall identify the deviations and state the reason(s) therefore.
5. The Contractor shall ensure that there is no conflict with other submittals and shall notify the Engineer in each case where the Contractor's submittal may affect the work of another contractor or the City.
6. The Contractor shall ensure coordination of submittals among the related crafts and subcontractors.

### 1.3 SUBMITTAL TRANSMITTAL PROCEDURE

- A. General: Submittals regarding material and equipment shall be accompanied by a transmittal form from the Contractor. A separate form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete specification sections for which a submittal is required. However, submittals for various items shall be made with a single form only when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.
- B. Submittal Identification: Each set of submittals or samples shall be attached to the submittal transmittal form.
  1. The submittal number shall be made up of two parts: XXX-ZZ. The XXX shall be sequential number 001 for the first item submitted, 002 for the second, etc. The ZZ shall be the sequential number of a specific submittal or resubmittal (01 for the first submittal, 02 for the first resubmittal, etc.).
  2. All submittals shall show the contract title, shall indicate the name of the vendor, and shall indicate when the equipment and/or material will be required by the construction schedule.
  3. The submittal must be adequate to permit a comprehensive review without further reference to the Contractor. The documents submitted must be separately identifiable on the Contractor's submittal transmittal form.

- C. Deviation from Contract: If the Contractor proposes to provide material or equipment which does not conform to the specifications and drawings, this shall be indicated under "deviations" on the submittal transmittal form accompanying the submittal copies.
  - 1. If the City accepts such deviation, the City shall issue an appropriate Contract Change Order, except that, if the deviation is minor, or does not involve a change in price or in time of performance, a Change Order need not be issued.
  - 2. If any deviations from the Contract requirements are not noted on the submittal, the review of the shop drawing shall not constitute acceptance of such deviations.
- D. Submittal Completeness: Submittals which do not have all the information required to be submitted, including deviations, shall be considered as not complying with the intent of the contract and are not acceptable and will be returned without review.
  - 1. A complete submittal shall contain sufficient data to demonstrate that the items comply with the Specifications, shall meet the minimum requirements for submissions cited in the technical specifications, shall include materials and equipment data and seismic anchorage certifications where required, and shall include any necessary revisions required for equipment other than first named.
- E. Review of Subsequent Resubmittals: It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the City's Representative at least by the second submission of data. At the discretion of the Engineer costs associated with the review of any subsequent resubmittals may be borne by the Contractor. The Contractor will be billed for these costs by the City. Costs due may be deducted from progress payments due the Contractor by the City.

#### 1.4 SUBMITTAL REVIEW

- A. The Contractor shall provide all submittals to the City's representative at the earliest feasible time possible to facilitate a comprehensive review that does not impact construction related progress.
- B. Within 14 calendar days after receipt of the submittal by the Engineer, the submittal will be reviewed by the Engineer and the Engineer will return the marked-up submittal. On complex drawings and equipment, the Engineer shall acknowledge receipt within 30 days and advise the Contractor when the submittal will be returned. The returned submittal shall indicate one of the following actions.
  - 1. If the review indicates that the material, equipment or work method is in general conformance with the design concept and complies with the drawings and specifications, submittal copies will be marked "NO EXCEPTIONS TAKEN". In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.
  - 2. If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED". The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be

incorporated in operation and maintenance data, a corrected copy shall be provided. Otherwise, no resubmittal will be required.

3. If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "AMEND AND RESUBMIT". The Contractor shall not undertake work covered by this submittal until the submittal has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".
  4. If the review indicates that the material, equipment or work method is not in general conformance with the design concept or in compliance with the drawings and specifications, copies of the submittal will be marked "REJECTED - SEE REMARKS". Submittal with deviations which have not been identified clearly may be rejected. The Contractor shall not undertake work covered by such submittal until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".
- C. Review of drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide shall not relieve the Contractor of responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Engineer, the City's Representative or the City, or by any officer, employee or subcontractor thereof, and the Contractor shall have no claim under the contract on account of the failure or partial failure of the method of work, material, or equipment so reviewed.
1. A mark of "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED" shall mean that the City has no objection to the Contractor, upon its own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.
  2. Favorable review of submittals does not constitute a change order to the Contract requirements.
  3. The favorable review of all submittals by the Engineer shall apply in general design only and shall in no way relieve the Contractor from responsibility for errors or omissions contained therein.
  4. Favorable review by the Engineer shall not relieve the Contractor of its obligation to meet safety requirements and all other requirements of laws, nor constitute a Contract Change Order.
  5. Favorable review by the Engineer will not constitute acceptance by the Engineer of any responsibility for the accuracy, coordination, and completeness of the submittals or the items of equipment represented on the submittals.
  6. The favorable review of shop drawings shall be obtained prior to the fabrication, delivery and construction of items requiring shop drawing submittal.

**\*\*END OF SECTION\*\***

## **EXHIBIT “A” – CITY STANDARD FORMS**



## City of Milpitas

455 E. Calaveras Blvd.  
Milpitas, California 95035

Date  
Contractor  
Address  
Subject: Project #, name

### **NOTICE OF INTENT TO AWARD**

Dear Mr. \_\_\_\_\_:

The Milpitas City Council, at its meeting of \_\_\_\_\_, is scheduled to award the subject project to your company. Enclosed are the following documents, which require the signature of representatives of your company:

1. Contract 2 copies
2. Faithful Performance Bond 2 copies
3. Payment Bond 2 copies
4. Data Sheet: Regarding Bonding Co. 1 copy
5. Certificate of Insurance 1 copy
6. Data Sheet: Regarding Insurance Co. 1 copy
7. Certificate of Worker's Compensation Insurance 1 copy
8. Contractor's Certificate Relating To Worker's Compensation Insurance 1 copy
9. Data Sheet: Regarding Worker's Compensation Insurance Co. 1 copy
10. City Business License 1 copy
11. Taxpayer Identification Number and Certification 1 copy
12. Apprenticeship Standards 1 copy
13. Urban Runoff Prevention, BMP, SWPPP Acknowledgement 1 copy

Please refer to the project specifications regarding the time limit for execution of the contract with the City. Your attention is also directed to Specification Special Conditions and elsewhere within the Contract Documents regarding the start of the first chargeable day, and other items to be completed by the contractor prior to receiving a notice-to-proceed.

Please return the signed construction contract, bonding and insurance documents to my attention by \_\_\_\_\_ (to facilitate a timely completion). In addition, please submit a construction schedule, SWPPP, traffic control plan including staging and haul route, concrete mix design, R-bar, notices, site video, Contractor Safety Plan, Contractor's Caltrans permit, and other (refer to the Special Conditions for additional items) for review by \_\_\_\_\_. Please contact me at (408) 586-\_\_\_\_\_ to schedule a pre-construction conference. Your attention is directed to Specification Special Conditions which requires the attendance of the Contractor's Representative and Job Superintendent at the pre-construction conference. Please be advised that no work may proceed until the contract documents have been fully executed and your copy of the notice to proceed is issued to you.

Sincerely,

\_\_\_\_\_  
Project Engineer



Enclosure

**City of Milpitas**

455 E. Calaveras Blvd.  
Milpitas, California 95035

Date

Contractor

Subject: Project #, name

**Notice of Award**

Dear \_\_\_\_\_:

The Milpitas City Council, at its meeting of \_\_\_\_\_, has awarded the subject project to your company. The contract document forms (including the bonds, insurances, business license, and other related documents) had been previously sent to you via the notice of intent to award. Please refer to the project specifications regarding the time limit for execution of the contract with the City. Your attention is also directed to Specification Special Conditions and elsewhere within the Contract Documents regarding the start of the first chargeable day, and other items to be completed by the contractor prior to receiving a notice-to-proceed.

Please return the signed construction contract, bonding and insurance documents to my attention by \_\_\_\_\_ (to facilitate a timely completion). In addition, please submit a construction schedule, SWPPP, traffic control plan including staging and haul route, concrete mix design, R-bar, notices, site video, Contractor Safety Plan, Contractor's Caltrans permit, and other (refer to the Special Conditions for additional items) for review by \_\_\_\_\_. Please contact me at (408) 586-3\_\_\_\_ to schedule a pre-construction conference. Your attention is directed to the Special Conditions, which requires the attendance of the Contractor's Representative and Job Superintendent at the pre-construction conference. Please be advised that no work may proceed until the contract documents have been fully executed and your copy of the notice to proceed is issued to you.

Sincerely,

\_\_\_\_\_  
Project Engineer





# City of Milpitas

455 East Calaveras Boulevard, Milpitas, California 95035-5479  
Purchasing Division: 408-586-3161  
www.milpitas.gov

## NOTICE TO PROCEED

[INSERT DATE]

[INSERT CONTRACTOR/CONSULTANT NAME]  
[INSERT ADDRESS]

RE: City of Milpitas – [INSERT PROJECT NAME] – [INSERT PROJECT NUMBER]

Pursuant to the terms of the agreement between [INSERT CONTRACTOR/CONSULTANT NAME] and the City dated [INSERT DATE], you are hereby notified to commence work on \_\_\_\_\_, 20\_\_\_. The period for performance of the above-captioned project will commence to run on \_\_\_\_\_, 20\_\_\_. The time for performance set forth in the agreement is **[INSERT EITHER “[INSERT NUMBER OF DAYS] ([INSERT NUMERICAL DAYS]) consecutive calendar days from the commencement date above” OR “by no later than [INSERT COMPLETION DATE]”]**.

You are required to return an acknowledged copy of this Notice to Proceed to the City.

Sincerely,

\_\_\_\_\_  
[INSERT NAME AND TITLE]  
City of Milpitas

Received and Accepted:

[INSERT CONTRACTOR/CONSULTANT NAME]

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



**SUBMITTAL COVER SHEET**

SUBMITTAL NO. : \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_

PROJECT: \_\_\_\_\_

PROJECT #: \_\_\_\_\_

**FROM: GENERAL CONTRACTOR**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone #: \_\_\_\_\_

**TO: CITY OF MILPITAS  
ENGINEERING DIVISION  
455 E. CALAVERAS BLVD.  
MILPITAS, CA 95035  
Attn. \_\_\_\_\_**

| Specification            |                           | Check If Substitution        |                          |                       |
|--------------------------|---------------------------|------------------------------|--------------------------|-----------------------|
| <u>Item<br/>Required</u> | <u>Section/Plan Sheet</u> | <u>Submittal Description</u> | <u>or Exception</u>      | <u>Comment / Date</u> |
| <u>1</u>                 | _____                     | _____                        | <input type="checkbox"/> | _____                 |
| <u>2</u>                 | _____                     | _____                        | <input type="checkbox"/> | _____                 |
| <u>3</u>                 | _____                     | _____                        | <input type="checkbox"/> | _____                 |
| <u>4</u>                 | _____                     | _____                        | <input type="checkbox"/> | _____                 |

I certify that this submittal is in conformance with the requirements of the Contract Documents and is not in conflict with other submittals. Any proposed submittal substitution or exception is fully indicated within the submittal, and the proposed substitution or exception is in compliance with the Contract Documents.

\_\_\_\_\_  
General Contractors Signature

**DESIGN CONSULTANT RESPONSE:**

Date Received: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reviewer: \_\_\_\_\_ Date Transmitted to City: \_\_\_\_\_

**CITY RESPONSE:**

Date Received: \_\_\_\_\_

- ☐ NO EXCEPTIONS NOTED – The City does not find any exceptions to the submittal, relying solely upon information provided in the submittal including the contractor's certification, and subject to its compatibility with future submittals and additional partial submittals for portions of the work not covered in this submittal. Does not constitute acceptance or deletion of specified or required items not shown in a partial submittal.
- ☐ MAKE CORRECTIONS NOTED – The same as above, except that minor corrections as noted by the Engineer shall be made by the Contractor. No resubmittal is required.
- ☐ REVISE AND RESUBMIT – Rejected due to noncompliance with the requirements of the project plans and Specifications because of major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the Engineer.

- ☐ SUBMIT SPECIFIED ITEM – Submittal is rejected because the submitted material does not conform to the requirements of the project plans and specifications in major respects. This material is not to be resubmitted, and it is expected that the material specified in the project plans and specifications be submitted.

City Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_



**REQUEST FOR INFORMATION**

|                                                            |                                                                                                     |
|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| RFI #: _____                                               | DATE CREATED: _____                                                                                 |
| PROJECT: _____                                             | PROJECT #: _____                                                                                    |
| <b>FROM: GENERAL CONTRACTOR</b><br>_____<br>_____<br>_____ | <b>TO: CITY OF MILPITAS</b><br>ENGINEERING DIVISION<br>455 E. CALAVERAS BLVD.<br>MILPITAS, CA 95035 |
| Phone #: _____                                             | ATTN.: _____                                                                                        |

**Subject:** \_\_\_\_\_

|                               |                             |
|-------------------------------|-----------------------------|
| <b>INFORMATION REQUESTED:</b> | <b>Date Required:</b> _____ |
|-------------------------------|-----------------------------|

Specification/Plan Sheet Reference: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I certify that this is not a frivolous Request For Information and that I have completely reviewed all project Contract Documents and to the best of my professional judgment have determined that the information requested is not obvious or found.

\_\_\_\_\_  
General Contractor Signature

\_\_\_\_\_

|                                    |                                 |
|------------------------------------|---------------------------------|
| <b>DESIGN CONSULTANT RESPONSE:</b> | <b>Date RFI Received:</b> _____ |
|------------------------------------|---------------------------------|

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

|                   |                     |
|-------------------|---------------------|
| Response by _____ | Date Answered _____ |
|-------------------|---------------------|

\_\_\_\_\_

|                       |                                 |
|-----------------------|---------------------------------|
| <b>CITY RESPONSE:</b> | <b>Date RFI Received:</b> _____ |
|-----------------------|---------------------------------|

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

|                   |                      |
|-------------------|----------------------|
| Response by _____ | Date Answered: _____ |
|-------------------|----------------------|



**NOTICE OF NON-COMPLIANCE**

Date & Time Issued: \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project: \_\_\_\_\_ Project Number: \_\_\_\_\_

In accordance with General Conditions of the Project Specifications, you are hereby notified that the following work is defective and does not comply with the requirements of the Project

Contract Documents: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Work found to be defective or not in compliance with the Contract Documents shall not be paid for by the City, and it shall be the Contractor's responsibility to remove and replace the defective Work at no additional cost to the City. The Contractor shall determine what corrective action is necessary to bring the Work into compliance, and shall notify the Engineer prior to starting corrective action.

City Project Manager: \_\_\_\_\_

City Inspector: \_\_\_\_\_

Notice of Non-Compliance was received by: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



**FIELD MEMORANDUM**

Date: \_\_\_\_\_

Page 1 of \_\_\_\_

To: \_\_\_\_\_

From: \_\_\_\_\_

Project: \_\_\_\_\_

Subject: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Disclaimer:**  
All work shall be done in accordance with the Contract Documents. The written direction above provides clarification only. The Contractor acknowledges that any additional cost shall be authorized in advance in a fully executed Contract Change Order.

\_\_\_\_\_  
Signature

CC: \_\_\_\_\_  
\_\_\_\_\_



### Project Punchlist

Project: \_\_\_\_\_

Contractor: \_\_\_\_\_

Punchlist Acknowledged: \_\_\_\_\_

Project Eng.: \_\_\_\_\_ Inspector: \_\_\_\_\_ Date: \_\_\_\_\_

| Item                         | Date Item Entered | Description                                                                                                                                                                                                                                                                                      | Item Completed |         |
|------------------------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|---------|
|                              |                   |                                                                                                                                                                                                                                                                                                  | Date           | Initial |
| <b>Part A Standing Items</b> |                   |                                                                                                                                                                                                                                                                                                  |                |         |
| 1                            |                   | The contractor shall submit a full set of As-built /Record Drawings showing the work performed and pothole information. Include contractor's signature, contractor's name, state license # and phone # of general contractor name and subcontractors-paving, striping, loops on the title sheet. |                |         |
| 2                            |                   | Submit written warranties in accordance with the Specifications: Warranty bonds from surety and contractor's letterhead for warranty per appendix sample-page 151. <b>If not applicable check here.</b> <input type="checkbox"/>                                                                 |                |         |
| 3                            |                   | Operation/Maintenance Manuals have been received in full numbers specified. <b>If not applicable check here.</b> <input type="checkbox"/>                                                                                                                                                        |                |         |
| 4                            |                   | Deliverables (i.e. special tools or spare parts) have been received as specified. <b>If not applicable check here.</b> <input type="checkbox"/>                                                                                                                                                  |                |         |
| 5                            |                   | Training has been performed as specified. <b>If not applicable check here.</b> <input type="checkbox"/>                                                                                                                                                                                          |                |         |
| 6                            |                   | Verify that all Building Permits have been signed off. <b>If not applicable check here.</b> <input type="checkbox"/>                                                                                                                                                                             |                |         |
| 7                            |                   | Verify Certificate of Monumentation has been received. <b>If not applicable check here.</b> <input type="checkbox"/>                                                                                                                                                                             |                |         |
| 8                            |                   | Ordinance 238 (Landscape/Sprinkler has been completed). <b>If not applicable check here.</b> <input type="checkbox"/>                                                                                                                                                                            |                |         |
| 9                            |                   | Verify that Planning Department Conditions have been met. <b>If not applicable check here.</b> <input type="checkbox"/>                                                                                                                                                                          |                |         |
| 10                           |                   | Compliance with Special Conditions <b>If not applicable check here.</b> <input type="checkbox"/>                                                                                                                                                                                                 |                |         |
| 11                           |                   | Compliance with Reclaimed Water Requirements <b>If not applicable check here.</b> <input type="checkbox"/>                                                                                                                                                                                       |                |         |

| Item                                      | Date Item Entered | Description                                                 | Item Completed |         |
|-------------------------------------------|-------------------|-------------------------------------------------------------|----------------|---------|
|                                           |                   |                                                             | Date           | Initial |
| 12                                        |                   | Submit lien releases from all subcontractors and suppliers. |                |         |
| 13                                        |                   | Submit complete certified payroll.                          |                |         |
| <b>Part B      Project Specific Items</b> |                   |                                                             |                |         |
| 14                                        |                   | Construction Water Meter(s) returned.                       |                |         |
|                                           |                   |                                                             |                |         |



## **ESCROW AGREEMENT**

### **SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into effective (date) \_\_\_\_\_ by and between City of Milpitas whose address is 455 E Calaveras Blvd. Milpitas, CA 95035-5479 hereinafter called "Owner," whose address is hereinafter called "Contractor" and whose address is hereinafter called "Escrow Agent." For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for \_\_\_\_\_ in the amount of \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of Owner and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days written notice to the Escrow Agent from the owner of the

default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant in Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

On behalf of Contractor:

City Manager  
Title

Title

Name

Name

Signature

Signature

Address

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner

Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**COST PROPOSAL FORM (See General Conditions, Contract Change Orders)**

Date: \_\_\_\_\_

Project Number \_\_\_\_\_

In Response To \_\_\_\_\_ (RFP #, etc.)

To: City of Milpitas  
 455 East Calaveras Boulevard  
 Milpitas, CA 95035

Brief description of change(s): \_\_\_\_\_

| ITEM DESCRIPTION                                                | PRIME CONTR. | SUB 1 | SUB 2 | SUB 3 | TOTAL |
|-----------------------------------------------------------------|--------------|-------|-------|-------|-------|
| Material                                                        |              |       |       |       |       |
| Direct Labor Cost                                               |              |       |       |       |       |
| Equipment                                                       |              |       |       |       |       |
| Other (Specify) Extended Overhead                               |              |       |       |       |       |
| Total Cost                                                      |              |       |       |       |       |
| Subcontractor's Overhead and Profit (15% max)                   |              |       |       |       |       |
| Contractor's Overhead and Profit on Labor & Materials (15% max) |              |       |       |       |       |
| Contractor's Overhead and Profit on Equipment (10% max)         |              |       |       |       |       |
| Mark-Up for Subcontractor's work (5% max)                       |              |       |       |       |       |
| Bonds                                                           |              |       |       |       |       |
| (% of total cost above not including any O/P)                   |              |       |       |       |       |
| GRAND TOTAL                                                     |              |       |       |       |       |
| REQUESTED CHANGE IN CONTRACT TIME (DAYS)                        |              |       |       |       |       |

By: \_\_\_\_\_ (Firm Name)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Change Order Form



City of Milpitas  
455 E. Calveras Boulevard  
Milpitas, California 93035

CONTRACT CHANGE ORDER NO. \_\_\_\_

Date: [INSERT]  
To: [CONTRACTOR NAME]  
[ADDRESS]  
[ADDRESS]  
Attn: [CONTRACTOR REP]  
Project: [INSERT]

This Change Order covers changes to the contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for the amount agreed upon between the Contractor and City of Milpitas and set forth herein.

| Item No. | Description of Changes | Increase/<br>(Decrease)<br>in Contract Amount | Contract Time Extension, Days |
|----------|------------------------|-----------------------------------------------|-------------------------------|
| 1        |                        |                                               |                               |
| 2        |                        |                                               |                               |
|          | Totals                 | \$                                            |                               |

|                                                      |         |
|------------------------------------------------------|---------|
| Original Contract Amount:                            | \$XX.00 |
| Change by Previous Change Order(s):                  | \$XX.00 |
| Contract Price Prior to this Change Order:           | \$XX.00 |
| Current Change Order Amount:                         | \$XX.00 |
| Revised Contract Amount including this Change Order: | \$XX.00 |

The Contract Price and Contract Time shall be adjusted as set forth above. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the City.

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Accepted:

Recommended:

(Signature) Contractor’s Authorized Representative

Date

Approved:

(Signature) [\*\*INSERT NAME, TITLE\*\*]

Date

(Signature) [\*\*INSERT NAME, TITLE\*\*]

Date

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the City of Milpitas.

Contract Change Order #

**WEEKLY STATEMENT OF DAYS CHARGED TO CONTRACT**

City of Milpitas  
Engineering Division  
Date: \_\_\_\_\_

Project: \_\_\_\_\_ Project No.  
\_\_\_\_\_

Weekly Statement No. : \_\_\_\_\_

Notice of Project Award Issued: \_\_\_\_\_, Notice To Proceed Issued: \_\_\_\_\_

The following statement shows the number of \_\_\_\_\_ days charged to the contract  
(Calendar or Working)

for the week ending: \_\_\_\_\_.

1. First chargeable day of the Contract: \_\_\_\_\_

2. Number of Days in the Contract: \_\_\_\_\_

3. Contractual completion date: \_\_\_\_\_  
( = #1 + #2)

4. Days added by Contract Change Order: \_\_\_\_\_

5. Days not charged to Contract (note reason below): \_\_\_\_\_

6. Revised completion date based on #4 and/or #5: \_\_\_\_\_  
( = #3 + #4 + #5)

Total number of Days charged to the Contract as of this Statement: \_\_\_\_\_

Total number of Days remaining as of this Statement: \_\_\_\_\_

Notes:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
City Project Manager

\_\_\_\_\_  
City Inspector

Refer to Special Conditions of the Contract Documents. The Contractor has fifteen (15) days to submit written protest of this Statement to the Engineer; otherwise, this Statement shall be deemed to have been accepted by the Contractor.

Accepted By: \_\_\_\_\_  
Contractors Signature

**SAMPLE PROGRESS PAYMENT FORM**

CITY OF MILPITAS

PROJECT NAME, NUMBER

PROGRESS PAYMENT Page 1 of 1

Date:

| #                                  | Description | Bid<br>Quantity | Units | Unit<br>Price | Bid<br>Amount | Previous<br>Quantity | Previous<br>Amount | Remaining<br>Quantity | Remaining<br>Amount | Current<br>Quantity | Current<br>Amount | Diff. | Payable<br>Amount    | Note |
|------------------------------------|-------------|-----------------|-------|---------------|---------------|----------------------|--------------------|-----------------------|---------------------|---------------------|-------------------|-------|----------------------|------|
| <b>Bid Items</b>                   |             |                 |       |               |               |                      |                    |                       |                     |                     |                   |       |                      |      |
| 1                                  |             | 0               | \$    | -             | \$ -          |                      | \$ -               | 0%                    | \$ -                | 0%                  | \$ -              | 0%    | \$ -                 |      |
| 2                                  |             | 0               | \$    | -             | \$ -          |                      | \$ -               | -                     | \$ -                | -                   | \$ -              | -     | \$ -                 |      |
| 3                                  |             | 0               | \$    | -             | \$ -          |                      | \$ -               | -                     | \$ -                | -                   | \$ -              | -     | \$ -                 |      |
| 4                                  |             | 0               | \$    | -             | \$ -          |                      | \$ -               | -                     | \$ -                | -                   | \$ -              | -     | \$ -                 |      |
| 5                                  |             |                 |       |               |               |                      |                    | -                     | \$ -                |                     | \$ -              |       |                      |      |
| 6                                  |             |                 |       |               |               |                      |                    | -                     | \$ -                |                     | \$ -              |       |                      |      |
| 7                                  |             |                 |       |               |               |                      |                    | -                     | \$ -                |                     | \$ -              |       |                      |      |
| 8                                  |             |                 |       |               |               |                      |                    | -                     | \$ -                |                     | \$ -              |       |                      |      |
| 9                                  |             |                 |       |               |               |                      |                    | -                     | \$ -                |                     | \$ -              |       |                      |      |
| 10                                 |             |                 |       |               |               |                      |                    | -                     | \$ -                |                     | \$ -              |       |                      |      |
| <b>Subtotals</b>                   |             |                 |       |               | \$ -          |                      | \$ -               |                       | \$ -                |                     | \$ -              |       | \$ -                 |      |
| <b>Contract Change Order Items</b> |             |                 |       |               |               |                      |                    |                       |                     |                     |                   |       |                      |      |
| CCO #1                             |             | 0               | \$    | -             |               |                      | \$ -               | 0%                    | \$ -                | 0%                  | \$ -              | 0%    | \$ -                 |      |
| CCO #2                             |             | 0               | \$    | -             |               |                      | \$ -               | -                     | \$ -                | -                   | \$ -              | -     | \$ -                 |      |
| CCO #3                             |             | 0               | \$    | -             |               |                      | \$ -               | -                     | \$ -                | 0                   | \$ -              | -     | \$ -                 |      |
| CCO #4                             |             |                 |       |               |               |                      |                    |                       |                     |                     |                   |       |                      |      |
| <b>Subtotals</b>                   |             |                 |       |               |               |                      | \$ -               |                       |                     |                     | \$ -              |       | \$ -                 |      |
| <b>TOTALS</b>                      |             |                 |       |               |               |                      | \$ -               |                       |                     |                     | \$ -              |       | \$ -                 |      |
| Retention 10%                      |             |                 |       |               |               |                      | \$ -               |                       |                     |                     | \$ -              |       | \$ -                 |      |
| <b>TOTALS</b>                      |             |                 |       |               |               |                      | \$ -               |                       |                     |                     | \$ -              |       | \$ -                 |      |
|                                    |             |                 |       |               |               |                      |                    |                       |                     |                     |                   |       | Check                | \$ - |
|                                    |             |                 |       |               |               |                      |                    |                       |                     |                     |                   |       | <b>PAYMENT TOTAL</b> |      |

Recommended by \_\_\_\_\_ Inspector

Approved by \_\_\_\_\_ Project Manager

Approved for Payment \_\_\_\_\_ CIP Manager or City Engineer

|                      |                            |
|----------------------|----------------------------|
| Contract Time as Bid | Working or Calendar Days   |
| CCO Time #2          | Working or Calendar Days   |
| Total Contract Time  | 0 Working or Calendar Days |
| Contract End Date    | Date Estimated or Actual   |

Refer to the Special Conditions regarding requirements for requesting Progress Payments.



Contractor's Letter Head

**GUARANTY / WARRANTY**

TO: CITY OF MILPITAS, for the (project name), Project (#), in Milpitas, CA.

The undersigned guarantees all construction performed on this project and also guarantees all material and equipment incorporated therein Contractor hereby grants to Owner for a period of one (1) year following the date of acceptance of the Work by the City of Milpitas or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of work not done in accordance with this Guaranty or relieve Contractor of liability with respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting there from which shall appear within one (1) year, or longer if specified, from the date of acceptance as described above.

Should any of the materials or equipment prove defective or should the Work as a whole prove defective, due to faulty workmanship, material furnished or methods or installation, or should the Work or any part thereof fail to operate properly as originally intended and in accordance with the Contract Documents due to any of the above causes within one (1) year after date of acceptance, or such longer period specified in the Contract Documents, Contractor shall: (1) reimburse Owner, upon demand, for its expenses incurred in restoring said Work to the condition contemplated in the Contract Documents, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or (2) upon demand by Owner, replace any such material and to immediately repair said Work completely without cost to Owner so that said Work will function successfully as originally contemplated.

Inspection of the work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by Contractor. In the event Owner elects to have said work performed by Contractor, Contractor shall make such repairs within a reasonable period of time after the receipt of demand from Owner; provided, however, that in no event shall such period exceed twenty-five (25) days.

All definition of terms used in this Agreement shall have the meanings set forth in the Project Specifications, Special Conditions, Definitions of Words and Terms.

The foregoing Guaranty is in addition to any other warranties by Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and by law with respect to Contractor's duties, obligations, and

performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or by law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

CONTRACTOR:

\_\_\_\_\_  
Corporate Seal:  
Name of Firm

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

**CONSTRUCTION CHANGE DIRECTIVE NO:** \_\_\_\_\_

City of Milpitas  
Engineering Division

Project Name Project No: \_\_\_\_\_

PAGE 1 of

TO: \_\_\_\_\_

FROM: \_\_\_\_\_ DATE: \_\_\_\_\_

SUBJECT/ITEM: \_\_\_\_\_

DESCRIPTION:

References:

Attachments:

**CONSTRUCTION CHANGE DIRECTIVE INSTRUCTIONS:**

- ☐ The Contractor is directed to proceed with the above-described work without change in contract price.
- ☐ The Contractor is directed to proceed with the above-described work and submit within the next 14 calendar days an itemized lump sum price and requested time extension, if any, to facilitate the review and settlement of this CCD in accordance with the Contract Documents. The cost of the work covered by this directive shall not exceed \$. In the event that the cost of this work is anticipated to exceed the amount above, the Contractor will notify the City/Agency in writing and obtain additional authorization before proceeding.
- ☐ The Contractor is directed to proceed with the above-described work on a time and material basis with a Not-To-Exceed Amount of \$0. Itemized time and material documentation shall be provided on a daily basis in accordance with the Contract Documents.
- ☐ The Contractor shall be paid at bid item prices for the work performed.
- ☐ The Contractor is directed to provide pricing for the above-described work within the next 7 calendar days. The Contractor shall not proceed with the work until authorized by written Contract Change Order.

**AUTHORIZED BY: ACKNOWLEDGEMENT OF RECEIPT:**

|                   |              |       |
|-------------------|--------------|-------|
| City of Milpitas  | _____        | _____ |
| OWNER CONTRACTOR: | _____        | _____ |
| BY: BY:           | _____        | _____ |
| _____             | _____        | _____ |
| SIGNED DATED      | SIGNED DATED | _____ |

## CONSTRUCTION RECYCLED WATER APPLICATION

|                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                 | <h1 style="margin: 0;">RECYCLED WATER ACCESS POINT<br/>PROGRAM USER AGREEMENT</h1>                                                                                        |
| <p>PRODUCER: San Jose/Santa Clara Regional Wastewater Facility - 700 Los Esteros Road, San Jose CA 95134</p> <p>REGULATORY AGENCY: South Bay Water Recycling - 3025 Tuers Road San Jose, CA 95121 - 408.277.3671</p>                                                                                                                                                             |                                                                                                                                                                           |
| <p>EFFECTIVE DATES OF PERMIT: _____ TO _____ License #: SJ- _____</p>                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                           |
| <p><b><u>USER INFO</u></b></p>                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                           |
| <p>TRAINEE NAME: _____</p>                                                                                                                                                                                                                                                                                                                                                       | <p>CSLB CONTRACTOR LICENSE #: _____</p>                                                                                                                                   |
| <p>COMPANY NAME: _____</p>                                                                                                                                                                                                                                                                                                                                                       | <p>TRUCK/TRAILER LICENSE #: _____</p>                                                                                                                                     |
| <p>COMPANY ADDRESS: _____</p>                                                                                                                                                                                                                                                                                                                                                    | <p>ATTACH YOUR ACORD INSURANCE FORM TO THIS AGREEMENT</p>                                                                                                                 |
| <p>COMPANY PHONE #: _____</p>                                                                                                                                                                                                                                                                                                                                                    | <p>PLEASE GIVE THIS AGREEMENT TO YOUR OFFICE MANAGER</p>                                                                                                                  |
| <p><small>A USER AGREEMENT MUST BE COMPLETED FOR EACH VEHICLE OPERATOR AND MUST BE RETAINED DURING ACQUISITION AND APPLICATION OF RECYCLED WATER. USERS AND USERS' COMPANIES SHALL ADHERE TO THE ATTACHED SBWR TERMS OF USE. USER AGREEMENT IS SUBJECT TO RWQCB ORDER 95-117.</small></p>                                                                                        |                                                                                                                                                                           |
| <p><b><u>RECYCLED WATER USE INFORMATION (CHECK ALL THAT APPLY)</u></b></p>                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                           |
| <p><u>METHOD OF WATER DISTRIBUTION:</u></p>                                                                                                                                                                                                                                                                                                                                      | <p><input type="checkbox"/> RECYCLED WATER ACCESS POINT <input type="checkbox"/> TEMPORARY SITE METER OTHER: _____</p>                                                    |
| <p><u>APPLICATION METHOD:</u></p>                                                                                                                                                                                                                                                                                                                                                | <p><input type="checkbox"/> TANKER TRUCK SPRAY <input type="checkbox"/> HOSE OTHER: _____</p>                                                                             |
| <p><u>USE OF RECYCLED WATER*:</u></p>                                                                                                                                                                                                                                                                                                                                            | <p><input type="checkbox"/> CONSTRUCTION (COMPACTION/DUST CONTROL) <input type="checkbox"/> STREET SWEEPING <input type="checkbox"/> SEWER CLEAN OUT</p>                  |
| <p>OTHER*: _____</p>                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                           |
| <p><small>* REFER TO THE FULL TEXT OF THE LATEST VERSION OF TITLE-22: CALIFORNIA WATER RECYCLING CRITERIA, ARTICLE 3. USES OF RECYCLED WATER, JUNE 18, 2014.</small></p>                                                                                                                                                                                                         |                                                                                                                                                                           |
| <p><u>SIGNS REQUIRED:</u></p>                                                                                                                                                                                                                                                                                                                                                    | <p><input type="checkbox"/> TANKER TRUCK <input type="checkbox"/> CONTAINER <input type="checkbox"/> OVERHEAD TANK <input type="checkbox"/> PROJECT SITE OTHER: _____</p> |
| <p>LOCATION WHERE RECYCLED WATER WILL BE APPLIED:</p>                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                           |
| <p>ADDRESS: _____ SITE SUPERINTENDENT: _____</p>                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                           |
| <p><b><u>CERTIFICATION</u></b></p>                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                           |
| <p>I HEREBY CERTIFY THAT THE INFORMATION PROVIDED IN THIS APPLICATION AND ALL ATTACHMENTS ARE TRUE, ACCURATE, AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I ALSO CERTIFY THAT I HAVE READ AND AGREE TO ABIDE BY THE SBWR TERMS OF USE AND ALL APPLICABLE RULES AND REGULATIONS OF THE RWQCB ORDER NO. 95-117 AND HAVE SUCCESSFULLY COMPLETED INSPECTION BY THE LOCAL RETAILER.</p> |                                                                                                                                                                           |
| <p>_____<br/>TRUCK CONTRACTOR/DRIVER/EMPLOYEE SIGNATURE</p>                                                                                                                                                                                                                                                                                                                      | <p>_____<br/>PRINTED NAME</p>                                                                                                                                             |
| <p>_____<br/>TITLE</p>                                                                                                                                                                                                                                                                                                                                                           | <p>_____<br/>DATE</p>                                                                                                                                                     |
| <p>_____<br/>** SUPERINTENDENT OR FOREMAN SIGNATURE</p>                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                           |
| <p style="text-align: center; font-size: 1.2em;">LYLE FROHMAN</p>                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                           |
| <p>_____<br/>SBWR SIGNATURE</p>                                                                                                                                                                                                                                                                                                                                                  | <p>_____<br/>PRINTED NAME</p>                                                                                                                                             |
| <p>_____<br/>DATE</p>                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                           |

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# RECYCLED WATER ACCESS POINT PROGRAM

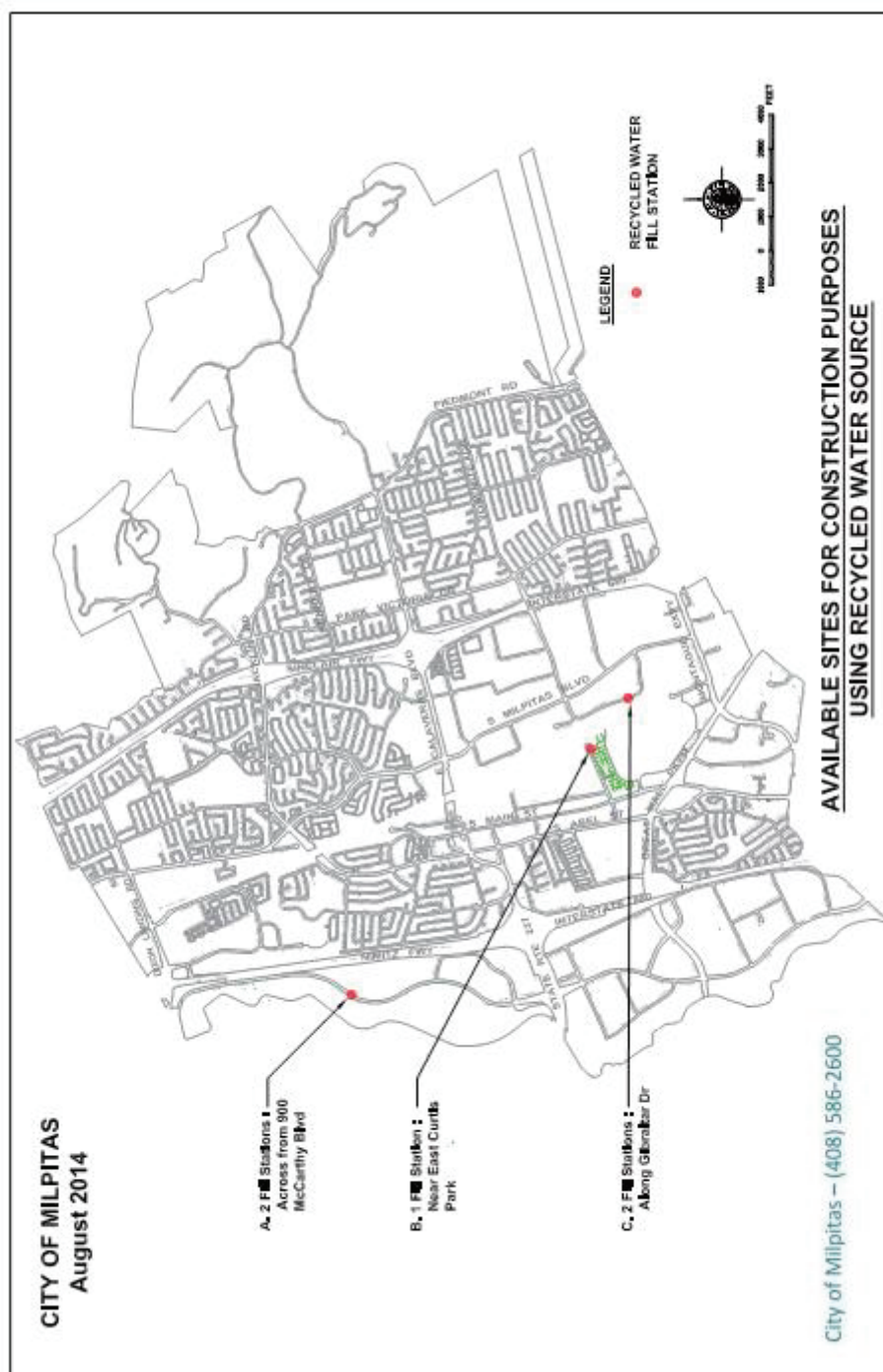
## TERMS OF USE

| CHECK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | THIS USER AGREEMENT LIMITS THE USE OF RECYCLED WATER TO THE FOLLOWING CONDITIONS:                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 1. <b>RECYCLED WATER IS FOR NONPOTABLE USES ONLY - NO DRINKING!</b> Recycled water may not be exposed to food, used within designated eating areas or used within 50 feet of any domestic well, drinking fountain or potable water supply.                                                                                                                                  |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2. There shall be <b>no cross-connection</b> between recycled water and any potable water supply. Recycled water may <b>not be plumbed into potable</b> irrigation or onsite plumbing systems. Recycled water meters are prohibited from connecting to potable hydrants. <b>Match purple to purple only</b>                                                                 |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 3. Recycled water may not be discharged into storm drains or outside the designated use area that was approved by the water retailer and/or SBWR. Overspray, pooling and runoff of recycled water is not permitted. <b>Cover this in your Safety meetings.</b>                                                                                                              |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 4. <b>Tanker trucks must maintain an air gap</b> of at least twice the diameter of the fill pipe (i.e. water overflows the tank before reaching the fill pipe). Tanker trucks must have <b>water-tight connections</b> , piping and hoses to ensure no leakage will occur during fill-up or use. They must be fully drained before transport and prior to every connection. |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 5. Recycled water tanker trucks may not transport potable water for potable uses.                                                                                                                                                                                                                                                                                           |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 6. All tanker trucks accessing and hauling recycled water must satisfy local and state safety requirements. Active auto/truck/trailer and general liability insurance (i.e. an ACORD form) is required.                                                                                                                                                                     |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 7. Recycled water meters may be inspected by the retailer for appropriate use at any time. The volume of recycled water used must be reported as specified by the recycled water retailer.                                                                                               |
| <b>SPECIAL APPROVAL, TRAINING AND SITE INSPECTION REQUIRED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                             |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 8. If recycled water is transferred to other storage containers/reservoirs, they must be labeled with signage equivalent to tanker truck signage and must follow the safety guidelines in this User Agreement.                                                                                                                                                              |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 9. Recycled water may be used for pressure washing and washing equipment and vehicles if the recycled water is not heated and where the general public is excluded from the washing process.                                                                                                                                                                                |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 10. Recycled Water may not be used for directional drilling without prior approval from SBWR.                                                                                                                                                                                                                                                                               |
| <b>ADVISORY SIGNS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                             |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Tanker Truck Sign:</b> Tanker trucks hauling recycled water must have an SBWR approved adhesive sign issued by retailer at least six inches by twelve inches on the tank, in a location clearly visible to users and workers, with the following wording in one inch, or larger, letters on a purple background.                                                         |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Tanker Truck Inspection Decal:</b> Tanker trucks hauling recycled water must have an SBWR approved adhesive decal issued by retailer at least three inches by six inches signifying that the tanker truck has passed inspection and met all SBWR requirements.                                                                                                           |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Appurtenance Sign:</b> Appurtenances serving recycled water must have an SBWR approved adhesive or bolted sign issued by the retailer at least six inches by eight inches, in a location clearly visible to users and workers, with the following wording in one inch, or larger, letters on a purple background.                                                        |
| <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 5px; text-align: center; width: 30%;"> <b>NONPOTABLE<br/>WATER ONLY<br/>DO NOT DRINK<br/>NO BEBER</b> </div> <div style="border: 1px solid black; padding: 5px; text-align: center; width: 30%;">  </div> <div style="border: 1px solid black; padding: 5px; text-align: center; width: 30%;">  </div> </div> |                                                                                                                                                                                                                                                                                                                                                                             |

**PLEASE WASH YOUR HANDS AFTER USING RECYCLED WATER**

Revised 10/7/16

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Caltrans 2018 Standard Specification

Material

Additional Info and/or attachments req'd \*

| Materials Requiring a Certificate of Compliance |                                    |                               |
|-------------------------------------------------|------------------------------------|-------------------------------|
| <b>6-1.04 BUY AMERICA</b>                       |                                    |                               |
| 6-1.04B                                         | crumb rubber                       | COC                           |
| 6-1.04C                                         | steel and iron materials           | COC + cert. mill test reports |
| <b>11-2 WELDING QUALITY CONTROL</b>             |                                    |                               |
| 11-2.03D                                        | welding                            | COC                           |
| <b>12-3 TEMP. TRAFFIC CONTROL DEVICES</b>       |                                    |                               |
| 12-3.03A(3)                                     | plastic traffic drums              | COC                           |
| 12-3.20A(3)                                     | type K temporary railing           | COC                           |
| 12-3.23A(3)                                     | attenuator                         | COC                           |
| 12-3.32A(3)                                     | portable CMS                       | COC                           |
| <b>13-2 WATER POLLUTION CONTROL PROGRAM</b>     |                                    |                               |
| <b>13-9 TEMP. CONCRETE WASHOUTS</b>             |                                    |                               |
| 13-9.01C                                        | fabric bags for gravel-filled bags | COC                           |
|                                                 | plastic Liner                      | COC                           |
| <b>13-10 TEMP. LINEAR SEDIMENT BARRIERS</b>     |                                    |                               |
| 13-10.01C                                       | fiber rolls                        | COC                           |
|                                                 | silt fence fabrics                 | COC                           |
|                                                 | sediment filter bags               | COC                           |
|                                                 | foam barriers                      | COC                           |
|                                                 | fabric for gravel-filled bags      | COC                           |
| <b>16-2.03 TEMP. HIGH-VISIBILITY FENCES</b>     |                                    |                               |
| 16-2.03A(3)                                     | high-visibility fabric             | COC                           |
| <b>18 DUST PALLIATIVES</b>                      |                                    |                               |
| 18-1.01C                                        | dust suppressant                   | COC                           |
|                                                 | dust control binders               | COC                           |
|                                                 | fibers                             | COC                           |
| <b>20 LANDSCAPE</b>                             |                                    |                               |
| <b>20-2 IRRIGATION</b>                          |                                    |                               |
| 20-2.08A(3)                                     | polyethylene pipe                  | COC                           |
|                                                 | plastic pipe supply line           | COC                           |
| <b>20-3 PLANTING</b>                            |                                    |                               |
| 20-3.01A(3)(c)                                  | sod                                | COC                           |
|                                                 | soil amendment                     | COC                           |
| <b>20-5 LANDSCAPE ELEMENTS</b>                  |                                    |                               |
| 20-5.03A(1)(c)                                  | filter fabric                      | COC + product data            |
| 20-5.03D(1)(c)                                  | solidifying emulsion               | COC + product data & samples  |
| 20-5.04A(3)                                     | wood mulch                         | COC + sample & authorization  |
| <b>21-2 EROSION CONTROL WORK</b>                |                                    |                               |
|                                                 | straw                              | COC                           |

For those material requiring additional information on or with the COC, see specification.

| Caltrans 2018 Standard Specification            | Material                                        | Additional Info and/or attachments req'd * |
|-------------------------------------------------|-------------------------------------------------|--------------------------------------------|
| 21-2.01C(1)                                     | weed-free straw                                 | COC + cert. of quarantine                  |
|                                                 | fiber                                           | COC                                        |
|                                                 | RECP                                            | COC                                        |
|                                                 | fasteners                                       | COC                                        |
|                                                 | hydraulically applied erosion control materials | Submit records                             |
| 21-2.01C(2)                                     | compost                                         | Submit reports                             |
| 21-2.01C(3)                                     | seed                                            | Submit reports                             |
| 21-2.01C(4)                                     | tackifier                                       | COC                                        |
|                                                 | bonded fiber matrix                             | COC                                        |
| <b>24 STABILIZED SOILS</b>                      |                                                 |                                            |
| 24-1.01C(1)                                     | stabilizing agent                               | COC + sample                               |
| <b>24-3 CEMENT STABILIZED SOIL</b>              |                                                 |                                            |
| 24-3.01C                                        | cement                                          | COC + sample                               |
| <b>36-2 BASE BOND BREAKER</b>                   |                                                 |                                            |
| 36-2.01C                                        | base bond breaker                               | COC                                        |
| <b>37 BITUMINOUS SEALS</b>                      |                                                 |                                            |
| 37-1.01C                                        | asphalt binder                                  | COC + test results                         |
|                                                 | asphalt emulsion                                | COC + test results                         |
| <b>37-3 SLURRY SEALS AND MICRO-SURFACINGS</b>   |                                                 |                                            |
| 37-3.01A(3)                                     | asphaltic emulsion                              | COC + samples & test results               |
|                                                 | polymer modified asphaltic emul.                | COC + samples & test results               |
|                                                 | micro-surfacing emul.                           | COC + samples & test results               |
| <b>37-2.04 ASPHALT RUBBER BINDER CHIP SEALS</b> |                                                 |                                            |
| 37-2.04A(3)                                     | asphalt rubber binder ingredients               | COC + permits & submittals                 |
| <b>37-5 PARKING AREA SEALS</b>                  |                                                 |                                            |
| 37-5.01C                                        | parking area seal material.                     | COC + sample & test results                |
| <b>37-6 CRACK TREATMENTS</b>                    |                                                 |                                            |
| 37-6.01C                                        | crack treatment material                        | COC or sample & test results               |
| <b>39-2 HOT MIX ASPHALT</b>                     |                                                 |                                            |
| 39-2.01A(3)(f)                                  | liquid antistrip                                | COC + sample & production data             |
| 39-2.03A(3)(c)                                  | crumb rubber modifier                           | COC + test results                         |
|                                                 | asphalt modifier                                | COC + test results                         |
| 39-2.05A(1)(c)                                  | asphaltic emulsion                              | COC + test results                         |
| <b>40 CONCRETE PAVEMENT</b>                     |                                                 |                                            |
| 40-1.01C(2)                                     | tie bars                                        | COC                                        |
|                                                 | splice couplers for threaded bars               | COC                                        |
|                                                 | dowel bars                                      | COC                                        |
|                                                 | tie bar baskets                                 | COC                                        |
|                                                 | joint filler                                    | COC                                        |
|                                                 | epoxy-powder coating                            | COC                                        |
| <b>41 EXISTING CONCRETE PAVEMENT</b>            |                                                 |                                            |

For those material requiring additional information on or with the COC, see specification.



Caltrans 2018 Standard Specification      Material      Additional Info and/or attachments req'd \*

|                                              |                                               |                               |
|----------------------------------------------|-----------------------------------------------|-------------------------------|
| <b>41-5 JOINT SEALS</b>                      |                                               |                               |
| 41-5.01C                                     | liquid joint sealant                          | COC + SDS & instructions      |
|                                              | backer rods                                   | COC + SDS & instructions      |
|                                              | compression joint seal                        | COC + SDS & instructions      |
|                                              | lubricant adhesives                           | COC + SDS & instructions      |
| <b>41-10 DRILL AND BOND BARS</b>             |                                               |                               |
| 41-10.01C                                    | tie bars                                      | COC                           |
|                                              | dowel bars                                    | COC                           |
|                                              | dowel bars lubricant                          | COC                           |
|                                              | chemical adhesive                             | COC                           |
|                                              | epoxy powder coating                          | COC                           |
| <b>48-2 FALSEWORK</b>                        |                                               |                               |
| 48-2.01C(1)                                  | structural composite lumber                   | COC + submittals              |
| <b>49-2 DRIVEN PILING</b>                    |                                               |                               |
| 49-2.02A(3)(d)                               | steel pipe piles                              | COC + tests & mill reports    |
| 49-2.03A(3)                                  | structural shape steel piling                 | COC + test reports            |
| <b>51 CONCRETE STRUCTURES</b>                |                                               |                               |
| 51-1.01C(3)                                  | bonding materials                             | COC or sample & authorization |
| <b>51-2 JOINTS</b>                           |                                               |                               |
| 51-2.01A(3)                                  | polyethylene material for snowplow deflectors | COC                           |
| 51-2.02B(1)(c)                               | sealant                                       | COC + test reports & samples  |
| 51-2.02C(1)(c)                               | elastomeric joint seal                        | COC + test reports            |
|                                              | lubricant-adhesive                            | COC + test reports            |
| 51-2.02D(1)(c)                               | joint seal materials                          | COC + authorization           |
| 51-2.02E(1)(c)(iii)                          | joint seal assembly materials                 | COC                           |
| 51-2.02F(1)(c)(iv)                           | material used in the joint seals              | COC + test reports            |
| 51-2.04A(3)                                  | waterstop material                            | COC + a statement             |
| <b>51-3 BEARINGS</b>                         |                                               |                               |
| 51-3.02A(3)©                                 | elastomer for bearing pads                    | COC + test reports            |
| <b>51-4 PRECAST CONCRETE MEMBERS</b>         |                                               |                               |
| 51-4.01C(1)                                  | concrete box culvert                          | COC                           |
| <b>52 REINFORCEMENT</b>                      |                                               |                               |
| 52-1.01C(3)                                  | reinforcement (rebar)                         | COC + mill test report        |
| <b>52-2 EPOXY-COATED REINFORCEMENT</b>       |                                               |                               |
| 52-2.02A(3)(c)                               | epoxy-coated reinforcement                    | COC + submittals              |
|                                              | patching material                             | COC + a statement             |
| 52-5.01C(4)                                  | headed bar reinforcement                      | COC + tests report .          |
| <b>52-6 SPLICING</b>                         |                                               |                               |
| 52-6.01C(5)                                  | service or butt splice material               | COC + submittals              |
| <b>54 WATERPROOFING</b>                      |                                               |                               |
| <b>54-3 PREFORMED MEMBRANE WATERPROOFING</b> |                                               |                               |

For those material requiring additional information on or with the COC, see specification.

| Caltrans 2018 Standard Specification            | Material                        | Additional Info and/or attachments req'd * |
|-------------------------------------------------|---------------------------------|--------------------------------------------|
| 54-3.01C                                        | preformed membrane sheet        | COC + report                               |
| <b>54-5 DECK SEAL</b>                           |                                 |                                            |
| 54-5.01C                                        | preformed membrane sheet        | COC + report                               |
| <b>57-2 WOOD STRUCTURES</b>                     |                                 |                                            |
| 57-2.01A(3)                                     | timber and lumber               | COC + report                               |
|                                                 | glued laminated timbers/decking | COC                                        |
| <b>57-3 PLASTIC LUMBER STRUCTURES</b>           |                                 |                                            |
| 57-3.01C(1)                                     | plastic lumber                  | COC + test report & sample                 |
| <b>58-2 MASONRY BLOCK</b>                       |                                 |                                            |
| 58-2.01C(7)                                     | CMUs                            | COC                                        |
|                                                 | aggregate for grout             | COC                                        |
|                                                 | grout                           | COC                                        |
| <b>59 STRUCTURAL STEEL COATINGS</b>             |                                 |                                            |
| 59-1.01C                                        | blast cleaning material         | COC + SDS                                  |
| <b>59-5 THERMAL SPRAY COAT STRUCTURAL STEEL</b> |                                 |                                            |
| 59-5.01C(1)                                     | wire feedstock                  | COC                                        |
| <b>60-3.04B Polyester Concrete Overlays</b>     |                                 |                                            |
| 60-3.04B(1)(c)                                  | methacrylate resins             | COC + samples & test report                |
|                                                 | polyester resins                | COC + samples & test report                |
|                                                 | aggregates                      | COC + samples & test report                |
| <b>61-2 CULVERT AND DRAINAGE PIPE JOINTS</b>    |                                 |                                            |
| 61-2.01C                                        | joint systems                   | COC + test results & reports               |
|                                                 | couplers                        | COC                                        |
| <b>64 PLASTIC PIPE</b>                          |                                 |                                            |
| 64-1.01C                                        | plastic pipe                    | COC + report                               |
| <b>65-2 REINFORCED CONCRETE PIPE</b>            |                                 |                                            |
| 65-2.01C                                        | RCP, direct design method       | COC + report                               |
| <b>66 CORRUGATED METAL PIPE</b>                 |                                 |                                            |
| 66-1.01C                                        | corrugated steel materials      | COC                                        |
|                                                 | corrugated aluminum materials   | COC                                        |
| <b>67-3 METAL LINER PLATE PIPE</b>              |                                 |                                            |
| 67-3.01C                                        | metal liner plate pipe          | COC + mill test & reports                  |
| <b>68 SUBSURFACE DRAINS</b>                     |                                 |                                            |
| 68-1.01C                                        | subsurface drain                | COC                                        |
| <b>68-2 UNDERDRAINS</b>                         |                                 |                                            |
| 68-2.01C                                        | pipe                            | COC                                        |
|                                                 | tubing                          | COC                                        |
|                                                 | fittings                        | COC                                        |
| <b>68-7 GEOCOMPOSITE DRAIN SYSTEMS</b>          |                                 |                                            |
| 68-7.01C                                        | geocomposite drain              | COC + flow capability graph                |
| <b>69 OVERSIDE DRAINS</b>                       |                                 |                                            |

For those material requiring additional information on or with the COC, see specification.

Caltrans 2018 Standard Specification

Material

Additional Info and/or attachments req'd \*

|                                                    |                                    |                                |
|----------------------------------------------------|------------------------------------|--------------------------------|
| 69-1.01C                                           | steel pipe piles                   | COC                            |
|                                                    | aluminum                           | COC                            |
|                                                    | plastic                            | COC                            |
| <b>70-6 GRATED LINE DRAINS</b>                     |                                    |                                |
| 70-6.01C                                           | grated line drains                 | COC + docu. & inspec report    |
| <b>71-3.09 MACHINE SPIRAL WOUND PVC PIPELINERS</b> |                                    |                                |
| 71-3.09A(1)(c)                                     | reel of PVC strip                  | COC + report                   |
| <b>72-16 GABIONS</b>                               |                                    |                                |
| 72-16.01C                                          | gabion baskets                     | COC                            |
|                                                    | PVC coating                        | COC + identify                 |
| <b>75-3 MISCELLANEOUS BRIDGE METAL</b>             |                                    |                                |
| 75-3.01C(1)                                        | anchorage devices                  | COC                            |
| <b>75-3.01C(2) Bridge Deck Drainage System</b>     |                                    |                                |
| 75-3.01C(2)                                        | fiberglass pipe and fittings       | COC                            |
| <b>80-3 CHAIN LINK FENCES</b>                      |                                    |                                |
| 80-3.01C                                           | protective coating system          | COC                            |
|                                                    | posts and braces                   | COC + test results             |
| <b>81 MISCELLANEOUS TRAFFIC CONTROL DEVICES</b>    |                                    |                                |
| <b>81-2 DELINEATORS</b>                            |                                    |                                |
| 81-2.01C                                           | metal target plates                | COC                            |
|                                                    | enamel coating                     | COC                            |
| <b>81-3 PAVEMENT MARKERS</b>                       |                                    |                                |
| 81-3.01C                                           | pavement markers                   | COC                            |
| <b>82 SIGNS AND MARKERS</b>                        |                                    |                                |
| <b>82-2 SIGN PANELS</b>                            |                                    |                                |
| 82-2.01C                                           | aluminum Sheeting                  | COC                            |
|                                                    | retroreflective sheeting           | COC                            |
|                                                    | screened-process colors            | COC                            |
|                                                    | nonreflective, opaque, black film  | COC                            |
|                                                    | protective overlay film            | COC                            |
| <b>82-5 MARKERS</b>                                |                                    |                                |
| 82-5.01C                                           | metal target plates                | COC                            |
|                                                    | enamel coating                     | COC                            |
|                                                    | retroreflective sheeting           | COC                            |
| <b>83-3 CONCRETE BARRIERS</b>                      |                                    |                                |
| 83-3.01C                                           | Type 60K portable concrete barrier | COC or test reports            |
| <b>84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS</b>  |                                    |                                |
| 84-2.01C                                           | thermoplastic                      | COC + autho., SDS & data sheet |
|                                                    | paint                              | COC + autho., SDS & data sheet |
|                                                    | glass beads                        | COC + autho., SDS & data sheet |
|                                                    | thermoplastic primer               | COC + test results             |

For those material requiring additional information on or with the COC, see specification.

Caltrans 2018 Standard Specification

Material

Additional Info and/or attachments req'd \*

|                                     |                               |                        |
|-------------------------------------|-------------------------------|------------------------|
| <b>DIVISION X ELECTRICAL WORK</b>   |                               |                        |
| 86-1.01C(6)                         | signal heads                  | COC + test data        |
|                                     | visors                        | COC + test data        |
| <b>87-2 LIGHTING SYSTEMS</b>        |                               |                        |
| 87-2.01C                            | high mast lighting luminaires | COC + test data        |
| <b>90 CONCRETE</b>                  |                               |                        |
| 90-1.01C(3)                         | cementitious materials        | COC + app. signature   |
|                                     | blended cement                | COC + app. signature   |
| 90-1.01C(4)                         | admixture                     | COC + authorization    |
| 90-1.01C(5)                         | curing compound               | COC + test samples     |
| <b>90-2 MINOR CONCRETE</b>          |                               |                        |
| 90-2.01C                            | minor concrete                | COC + weighmaster cert |
| <b>90-3 RAPID STRENGTH CONCRETE</b> |                               |                        |
| 90-3.01C(3)                         | aggregate                     | COC + certified weight |
|                                     | cementitious materials        | COC + certified weight |
|                                     | admixtures                    | COC + certified weight |
| <b>90-4 PRECAST CONCRETE</b>        |                               |                        |
| 90-4.01C(2) and 90-4.01D(2)(a)      | cementitious material         | COC + app. signature   |
|                                     | precast members (each)        | COC + app. signature   |
|                                     | curing compound               | COC + test samples     |
| <b>94 ASPHALTIC EMULSIONS</b>       |                               |                        |
| 94-1.01C                            | asphaltic emulsion            | COC + reports          |
| <b>95 EPOXY</b>                     |                               |                        |
| 95-1.01C                            | epoxy                         | COC                    |
| <b>96 GEOSYNTHETICS</b>             |                               |                        |
| 96-1.01C(1)                         | geosynthetic                  | COC + test samples     |

For those material requiring additional information on or with the COC, see specification.

### SUBGRADE (DISTURBED BASEMENT SOIL) OR EMBANKMENT

| Quality Characteristic                  | Test Method   | Minimum Sampling and Testing Frequency                                                                               | Location/Time of Sampling                                                 |
|-----------------------------------------|---------------|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Maximum Density and Relative Compaction | CT 216/CT 231 | 1 Min. Test per 5000 sq ft under vehicle traveled way and shoulder<br>1 Min. Test Per 300 linear foot under sidewalk | Random locations as determined by the Engineer in place after compaction. |

### AGGREGATE BASES AND SUBBASES, IMPORTED BORROW

| Quality Characteristic                  | Test Method   | Minimum Sampling and Testing Frequency | Location/Time of Sampling                                                 |
|-----------------------------------------|---------------|----------------------------------------|---------------------------------------------------------------------------|
| Sieve Analysis                          | CT 202        | 1 Min. Test Per Material Source        | Sample from site stockpile/plant prior to placement.                      |
| R-Value                                 | CT 301        |                                        |                                                                           |
| Sand Equivalent                         | CT 217        |                                        |                                                                           |
| Maximum Density and Relative Compaction | CT 216/CT 231 | 1 Min. Test per 5000 sq ft             | Random locations as determined by the Engineer in place after compaction. |

### STRUCTURE BACKFILL, SELECT BACKFILL

| Quality Characteristic                  | Test Method   | Minimum Sampling and Testing Frequency        | Location/Time of Sampling                                                 |
|-----------------------------------------|---------------|-----------------------------------------------|---------------------------------------------------------------------------|
| Sieve Analysis                          | CT 202        | 1 Min. Test Per Material Source               | Sample from site stockpile/plant prior to placement                       |
| R-Value                                 | CT 301        |                                               |                                                                           |
| Sand Equivalent                         | CT 217        |                                               |                                                                           |
| Maximum Density and Relative Compaction | CT 216/CT 231 | 1 Min. Test Per 2 Vertical Lifts of Placement | Random locations as determined by the Engineer in place after compaction. |



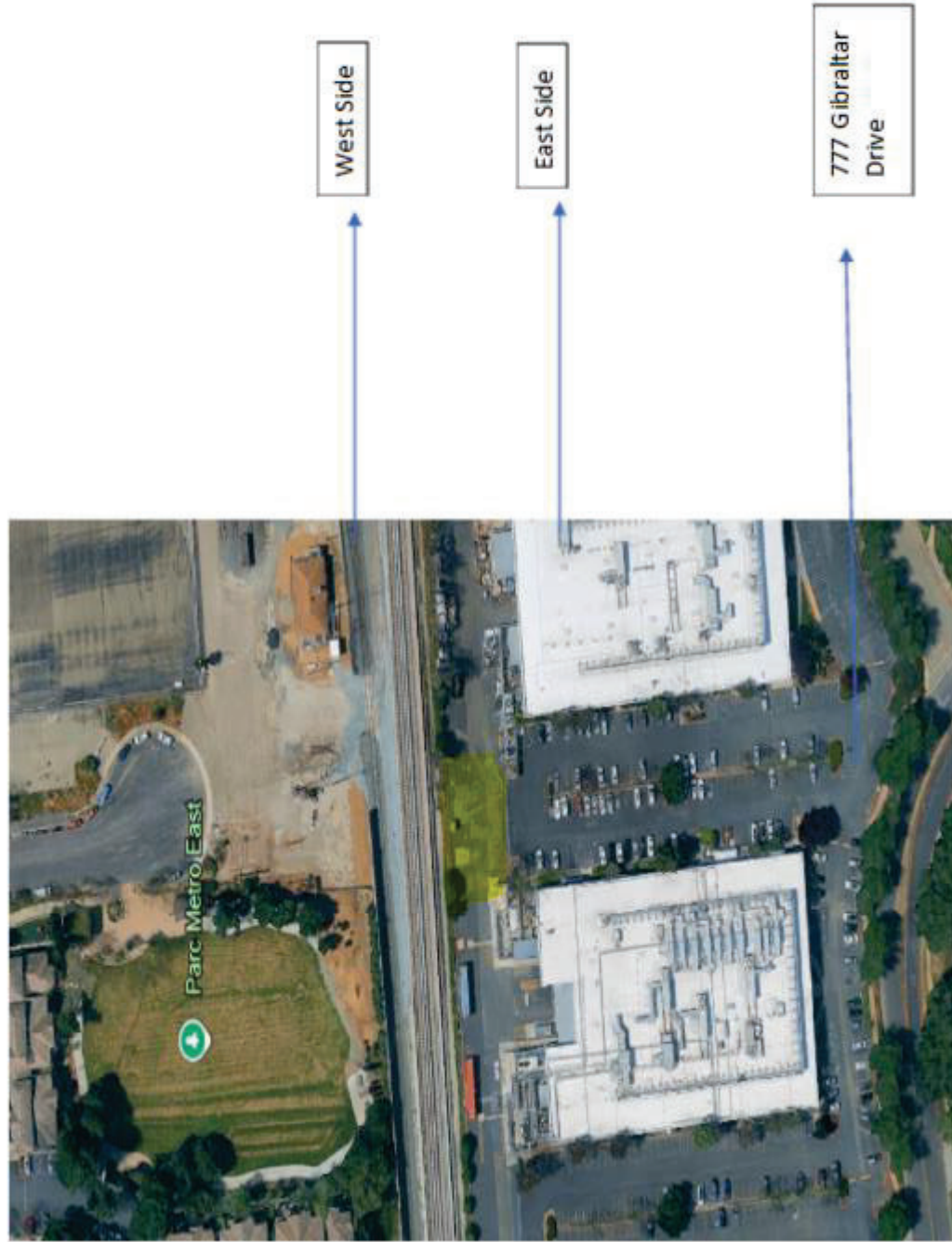
## PORTLAND CEMENT CONCRETE (PCC) - STRUCTURAL AND SIGNAL/LIGHTING FOUNDATIONS

| COARSE AGGREGATE                                                                                                                                           |             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Quality Characteristic                                                                                                                                     | Test Method |
| Sieve Analysis                                                                                                                                             | CT 202      |
| Cleanliness Value                                                                                                                                          | CT 227      |
| 1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck. |             |
| Sample from site stockpile/plant prior to placement                                                                                                        |             |

| FINE AGGREGATE                                                                                                                                             |             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Quality Characteristic                                                                                                                                     | Test Method |
| Sieve Analysis                                                                                                                                             | CT 202      |
| Sand Equivalent                                                                                                                                            | CT 217      |
| 1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck. |             |
| Sample from site stockpile/plant prior to placement                                                                                                        |             |

| WET MIX                                                                                 |             |
|-----------------------------------------------------------------------------------------|-------------|
| Quality Characteristic                                                                  | Test Method |
| Slump/Penetration                                                                       | CT 533      |
| Cylinders                                                                               | CT 539/540  |
| Minimum Sampling and Testing Frequency<br>2 per day                                     |             |
| 1 min. set of 3 per day; If bridge, 1 min. set per separate pour of abutment/pier/deck. |             |
| Location/Time of Sampling<br>Sample from truck/work site                                |             |

EXHIBIT "B" – SITE PLAN



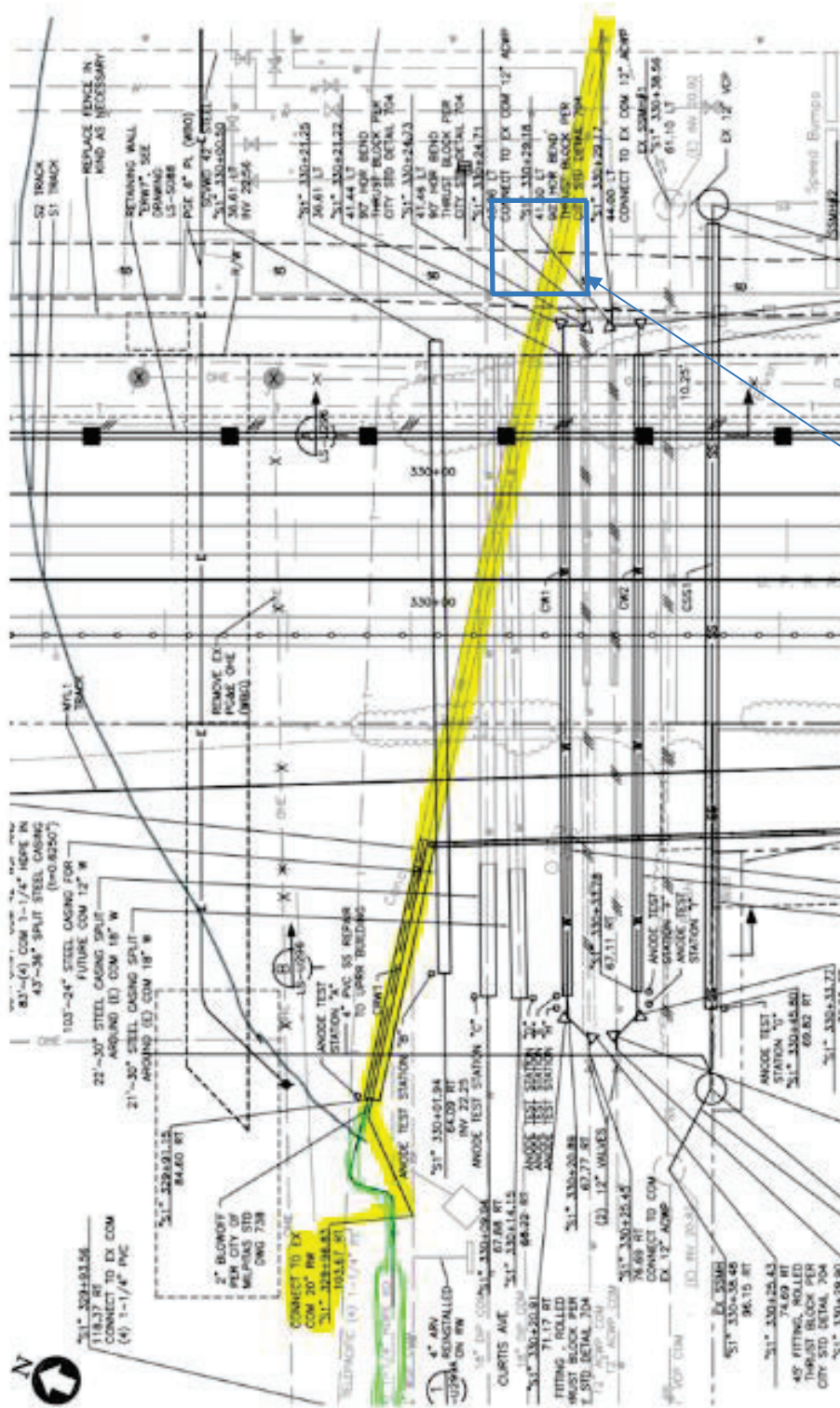
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## Certificate Of Completion

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rcurrie@milpitas.gov

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rcurrie@milpitas.gov

Pool: StateLocal

Pool: City of Milpitas

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Location: Docusign

## Signer Events

Ariel Morales

armorales@milpitas.gov

Security Level: Email, Account Authentication  
(None)

## Signature

Signed by:

*Ariel Morales*  
7344927158D54BD...

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Michael Silveira

msilveira@milpitas.gov

City Engineer

Security Level: Email, Account Authentication  
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DocuSigned by:

*Michael Silveira*  
FB3F098DD7F345F...

Signature Adoption: Pre-selected Style

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## Intermediary Delivery Events

## Status

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## Carbon Copy Events

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Howard Salamanca

hsalamanca@milpitas.gov

455 E Calaveras Blvd, Milpitas CA 95035

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| Accepted: July 31, 2025   08:06<br>ID: 97d64057-5f2e-41a7-914c-3437a6187d8e                                                                                                                                                              |                   |                                 |
| Ariel Morales<br>armorales@milpitas.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: February 12, 2026   16:05<br>ID: babf016a-28e7-46a5-b6e3-fece325732ba | <div>COPIED</div> | Sent: February 12, 2026   16:15 |
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| Notary Events                                                                                                                                                                                                                            | Signature         | Timestamp                       |
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CITY OF MILPITAS  
ENGINEERING DIVISION  
BID SUMMARY

Project Name: CURTIS AVE RECYCLED WATER LINE REPAIR - EXPLORATORY WORK  
Project No.: 7137  
Bid Date: 03/17/2026

|                    |                                                                              |     |      | Lowest Responsive Bidder |                        |              |                               |                           |                   |                   |
|--------------------|------------------------------------------------------------------------------|-----|------|--------------------------|------------------------|--------------|-------------------------------|---------------------------|-------------------|-------------------|
|                    |                                                                              |     |      | Engineer's Estimate      | GSW Construction, Inc. | Cratus, Inc. | Golden Bay Construction, Inc. | Corcus Construction, Inc. | Norgo Engineering | Preston Pipelines |
| Item               | DESCRIPTION                                                                  | QTY | UNIT |                          | Item Total             | Item Total   | Item Total                    | Item Total                | Item Total        | Item Total        |
| 1                  | Mobilization (East Side)                                                     | 1   | LS   | \$13,600.00              | \$16,100.00            | \$25,000.00  | \$14,000.00                   | \$20,500.00               | \$12,000.00       | \$7,820.00        |
| 2                  | Existing Utilities Coordination (East Side)                                  | 1   | LS   | \$1,000.00               | \$9,720.00             | \$5,000.00   | \$3,000.00                    | \$4,500.00                | \$6,000.00        | \$7,590.00        |
| 3                  | Excavation and Shoring (East Side)                                           | 1   | LS   | \$64,400.00              | \$48,350.00            | \$50,000.00  | \$90,000.00                   | \$65,000.00               | \$86,000.00       | \$60,400.00       |
| 4                  | Cutting of Existing Recycled Water Line (East Side) REVOCABLE                | 1   | LS   | \$10,000.00              | \$5,790.00             | \$10,000.00  | \$1,500.00                    | \$4,500.00                | \$3,000.00        | \$12,500.00       |
| 5                  | Video Inspection of Existing Recycled Water Line (Under RR Tracks) REVOCABLE | 1   | LS   | \$13,500.00              | \$2,680.00             | \$10,000.00  | \$3,800.00                    | \$4,500.00                | \$4,400.00        | \$12,200.00       |
| 6                  | Installation of New 20" Isolation Valve (East Side) REVOCABLE                | 1   | LS   | \$41,600.00              | \$41,480.00            | \$40,000.00  | \$37,000.00                   | \$35,000.00               | \$61,300.00       | \$74,500.00       |
| 7                  | Removal of Shoring and Backfill (East Side)                                  | 1   | LS   | \$30,400.00              | \$33,440.00            | \$25,000.00  | \$19,384.00                   | \$45,000.00               | \$21,600.00       | \$33,600.00       |
| 8                  | Pavement Restoration (East Side)                                             | 1   | LS   | \$10,000.00              | \$6,570.00             | \$10,000.00  | \$17,500.00                   | \$26,500.00               | \$12,000.00       | \$9,570.00        |
| BASE CONTRACT WORK |                                                                              |     |      | \$184,500.00             | \$164,130.00           | \$175,000.00 | \$186,184.00                  | \$205,500.00              | \$206,300.00      | \$218,180.00      |

| List of Sub-Contractors |                        |              |                               |                           |                   |                         |
|-------------------------|------------------------|--------------|-------------------------------|---------------------------|-------------------|-------------------------|
| Description             | GSW Construction, Inc. | Cratus, Inc. | Golden Bay Construction, Inc. | Corcus Construction, Inc. | Norgo Engineering | Preston Pipelines       |
| CCTV                    |                        |              |                               |                           | Roy's Sewer       |                         |
| Steel Pipe Scope        |                        |              |                               |                           |                   | California Climate Sys. |



# NOTICE OF INTENT TO AWARD CONTRACT

---

Department of Public Works



**Project Name:** Curtis Ave. Recycled Water Line Repair – Exploratory Work  
**City Project Number:** 7137  
**Bid Opening Date:** March 17, 2026 (2:00 PM)  
**NOIA Posting Date:** March 19, 2026  
**Project Manager:** Howard Salamanca, P.E.  
**NOIA Posting Location:** [Addenda & Official Notices](#)

On March 17, 2026, the City of Milpitas (City) held a bid opening for the upcoming **Curtis Ave. Recycled Water Line Repair – Exploratory Work Project**. The City intends to award the Project contract to the lowest responsive bidder, **GSW Construction, Inc.**, at the **April 21, 2026** City Council Meeting.

As per Milpitas Municipal Code (MMC) [MMC 1-2-3.19 - Protest Procedure](#), Any interested party may file a protest to a proposed award of a contract in an amount over Ten Thousand Dollars (\$10,000). The protest shall be filed with the Purchasing Agent in writing no later than seven (7) calendar days after the posting of the Notice of Intent to Award and shall set forth the basis for the protest and any proposed remedy.

All protests shall be in writing and shall contain a complete statement of the legal grounds for the protest; all the facts relevant to the protest; and the form of relief requested and the legal basis for such relief. All protests shall be accompanied by all documentation supporting the grounds for the protest. The protest shall include the name, address and telephone number of the protesting party and the person representing the protesting party, if any.

Protests may be submitted only by a party that has submitted a bid or proposal in response to the contract solicitation. A subcontractor of a bidder or proposer may not submit a protest. A party may not rely on a protest submitted by another party but must timely pursue its own protest. Protests can only be submitted by the party that submitted the bid by one of the following methods:

Via mail or hand-delivered, Monday thru Friday, between 8:00 a.m. and 5:00 p.m. to:

City of Milpitas  
455 E. Calaveras Blvd.  
Milpitas, CA 95035  
Attn: Luz Cofresi-Howe, Finance Director

OR, via e-mail @ [LCofresi-Howe@milpitas.gov](mailto:LCofresi-Howe@milpitas.gov)

## Attachment E

### **Construction Change Order Policy for Curtis Ave. Recycled Water Line Repair Project – Phase 1** 2021 City Council Approved Construction Change Order Policy

| <b>Construction Award<br/><u>Award Amount</u></b> | <b>Individual Administrative<br/><u>Change Order Authority</u></b> | <b>Cumulative<br/><u>Change Order Authority</u></b> |
|---------------------------------------------------|--------------------------------------------------------------------|-----------------------------------------------------|
| Less than \$100,000                               | \$10,000                                                           | \$15,000                                            |
| Over \$100,000                                    | 10% of Award or \$20,000<br>whichever is less                      | 15% of Award or \$40,000<br>whichever is smaller    |

### Curtis Ave. Recycled Water Line Repair Project – Phase 1 Work Change Order Policy

| <b>Construction Award<br/><u>Award Amount</u></b> | <b>Individual Administrative<br/><u>Change Order Authority</u></b> | <b>Cumulative<br/><u>Change Order Authority</u></b> |
|---------------------------------------------------|--------------------------------------------------------------------|-----------------------------------------------------|
| \$164,130                                         | N/A                                                                | \$41,000                                            |



## CITY OF MILPITAS AGENDA REPORT (AR)

|                        |                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | <b>Conduct a Public Hearing and Approve Reissuance of Tax Equity and Fiscal Responsibility Act (TEFRA) Tax-Exempt Revenue Bonds by the California Municipal Finance Authority for An Amount Not Exceeding \$47,000,000 for an Affordable Housing Development Located at 308 Sango Court (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)</b>                                                  |
| <b>Category:</b>       | Public Hearings-Community Development                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Meeting Date:</b>   | 4/21/2026                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Recommendation:</b> | (1) Conduct a public hearing under the requirements of TEFRA; and<br>(2) Adopt the resolution approving the reissuance of tax-exempt revenue Bonds by the California Municipal Finance Authority for the benefit of Milpitas Pacific Associates for an amount not exceeding \$47,000,000 for a multi-family affordable housing development located at 308 Sango Court, pursuant to the requirements of TEFRA. |

### **BACKGROUND:**

The City Council previously held a Tax Equity and Fiscal Responsibility Act of 1982 (“TEFRA”) public hearing on [April 19, 2022](#), and approved a resolution authorizing the issuance of up to \$47,000,000 of tax-exempt revenue Bonds (Bonds) by the California Municipal Finance Authority (CMFA) for a multi-family affordable housing project located at 308 Sango Court (Project). This Project has been completed and is now occupied.

The CMFA was established on January 1, 2004, under California Government Code as a statewide Joint Powers Authority to provide local governments, non-profit organizations, and businesses with access to tax-exempt low interest financing to achieve public benefit goals such as affordable housing. The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation, acts as the Board of Directors for the CMFA.

The Bonds were issued to Milpitas Pacific Associates, a California Limited Partnership (Borrower), with Pacific West Communities (Developer) as the general partner. The maturity date of the Bonds is May 2026, and the Borrower has requested extending the maturity date to December 2026. While CMFA is agreeable to this request, under the CMFA regulations, an extension of the maturity date technically represents a reissuance of the Bonds. This requires another TEFRA hearing and reauthorization by the City Council as the “applicable local representative” with jurisdiction over the area where the Project is located.

### **ANALYSIS:**

Staff is recommending that the City Council hold a TEFRA hearing and approve a resolution to authorize CMFA to reissue the Bonds for the Project with an extension of the maturity date. The Bonds as previously authorized by the City Council were used to: 1) finance the acquisition, construction, improvement, and equipping of the Project; and 2) pay certain expenses incurred in connection with the issuance of the Bonds. Other than the maturity date, the original terms of the Bonds will not change, and no project changes are proposed. The TEFRA hearing allows for public comments on the intent of the CMFA to reissue the Bonds for the Project to extend the maturity date.

The Project is a multi-family housing development that was approved by the City Council on [August 5, 2021](#). It was completed and is now occupied. The Project contains 85 housing units: 35 one-bedroom, 27 two-bedroom, and 23 three-bedroom units. Except for the manager’s unit, it is a 100 percent affordable housing project. An “Agreement Imposing Restrictions on Real Property” was executed and recorded on November 5,

2024, between the City and Borrower/Developer that restricts the 84 affordable units to be rented to low-income households (67 units/80 percent) and moderate-income households (17 units/20 percent) for 55 years.

As with the previous TEFRA authorization for this Project, City Council approval does not constitute a City of Milpitas financial obligation or endorsement of the Bonds. For this situation, it is a procedural prerequisite that will allow the CMFA to reissue the Bonds with an adjusted maturity date. Bonds issued by the CMFA for a project are the sole responsibility of the Borrower or Developer, and the City would have no financial, legal, moral obligation, liability, or responsibility for the financed project or the repayment of the Bonds for financing the project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower or Developer.

#### **POLICY ALTERNATIVE(S):**

**Alternative 1:** Do not approve the resolution to allow reissuance of tax-exempt revenue Bonds by the CMFA.

Pros: None.

Cons: Financing for the Project would be severely jeopardized. The Developer would need to comply with the current May maturity date for repayment of the CMFA Bonds.

Reason for Not Recommending: The reissuance of the Bonds will maintain financing for an affordable housing project that provides public benefits to the City and does not require the City to assume any financial obligation or liability. The CMFA bond program has been an important and reliable source of financing for many affordable housing projects in California.

#### **PROJECT SCHEDULE/KEY MILESTONES:**

Following the TEFRA public hearing and City Council approval of the resolution, CMFA is proposing to reissue the Bonds for the Project with an extended maturity date from May 2026 to December 2026.

#### **FISCAL IMPACT:**

Approval of the resolution does not create any financial obligation, liability, or indebtedness of the City, and the City bears no responsibility for repayment of the Bonds, which remain solely the obligation of the Borrower. With the original issuance of the Bonds in 2022, the City received a portion of the bond issuance fee (\$20,750). No additional fees will be received for reissuance of the Bonds.

#### **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 Public 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. The action entails financing for an approved residential development, involving no changes or expansion of the approved use, and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301. The action is a fiscal or administrative activity of public government that does not involve any commitment to any new, specific project which may result in a potentially significant physical impact on the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378. The City Council previously found the underlying development exempt from further CEQA review, including pursuant to CEQA Guidelines Sections 15192, 15194, and 15195, as stated in City Council Resolution No. 9096 and Environmental Assessment No. EA19-0007 and the Memorandum prepared by Larry Seeman Associates (LSA) incorporated by references therein. No condition for further CEQA review of the underlying development has occurred (Cal. Pub. Resources Code, § 21166; Cal. Code Regs., tit. 14, §§ 15162-15164).

#### **ATTACHMENTS:**

- (a) TEFRA Resolution
- (b) TEFRA Public Hearing Notice

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

**A RESOLUTION OF THE CITY COUNCIL OF MILPITAS APPROVING  
THE REISSUANCE OF TAX-EXEMPT MULTI-FAMILY REVENUE  
BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY  
FOR AN AMOUNT NOT TO EXCEED \$47,000,000 TO FINANCE THE  
CONSTRUCTION OF THE AFFORDABLE HOUSING PROJECT AT 308  
SANGO COURT**

**WHEREAS**, the California Municipal Finance Authority (“CMFA”) was established on January 1, 2004, under the California Government Code Section 6500 et seq. as a statewide Joint Powers Authority to provide tax-exempt low-interest financing to achieve public benefits such as affordable housing; and

**WHEREAS**, pursuant to Tax Equity and Fiscal Responsibility Act of 1982 (“TEFRA”), specifically Section 147(f) of the Internal Revenue Code (26 U.S.C. § 147(f)), a governmental unit with elected representatives and jurisdiction over the area where a financed project is located must approve the issuance of private activity bonds by the CMFA; and

**WHEREAS**, on April 19, 2022, the City of Milpitas City Council (“City”), as the authorized government unit, approved issuance of up to \$47,000,000 of tax-exempt multi-family revenue bonds (“Bonds”) by the CMFA for the benefit of Milpitas Pacific Associates (“Borrower”), a partnership of which Pacific West Communities, Inc. (“Developer”) or a related person to the Developer is the general partner, to fund the construction of the affordable housing project located at 308 Sango Court (“Project”); and

**WHEREAS**, the Project was approved by the City Council on August 5, 2021, and contains eighty-four (84) affordable one, two, and three-bedroom rental units that qualified for CMFA financing, and the Project has been completed; and

**WHEREAS**, the CMFA is now proposing to extend the maturity date of the Bonds at the request of the Borrower, and under the CMFA regulations, this action triggers the need to reissue the Bonds which requires the approval of the City as the authorized government unit; and

**WHEREAS**, the repayment of the Bonds will continue to be the sole responsibility of the Borrower, and the City will have no financial, legal obligation, liability, or moral responsibility for the financed project or the repayment of the Bonds; and

**WHEREAS**, for the interest on the Bonds to be exempt from federal income tax, the City as the authorized government unit must conduct a noticed public hearing, commonly known as a TEFRA hearing, prior to approving the reissuance of the Bonds; and

**WHEREAS**, a notice of the TEFRA public hearing for issuance of the Bonds was published in the Milpitas Post on April 10, 2026, and the City Council held a duly noticed hearing on April 21, 2026.

**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 items such as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it and finds that the recitals set forth above are true and correct and are incorporated herein by reference.
2. 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 Public 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 may have a significant effect on the environment or involve any changes or expansion of the approved use, and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301. The action is a fiscal or administrative activity of public government that does not involve any commitment to any new, specific project which may result in a potentially significant physical impact on the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378. The City Council previously found the underlying development exempt from further CEQA review, including pursuant to CEQA Guidelines Sections 15192, 15194, and 15195, as stated in City Council Resolution No. 9096 and Environmental Assessment No. EA19-0007 and the Memorandum prepared by Larry Seeman Associates (LSA) incorporated by references therein. No condition for further CEQA review of the underlying development has occurred (Cal. Pub. Resources Code, § 21166; Cal. Code Regs., tit. 14, §§ 15162- 15164).
3. Pursuant to Section 147(f) of the Internal Revenue Code, the City Council, as the elected legislative body of the governmental unit with jurisdiction over the area where the Project is located, hereby approves the reissuance of the bonds by the CMFA.
4. This action is taken expressly for purposes of Section 147(f) of the Internal Revenue Code, and nothing contained herein shall be construed to signify approval for any aspect of the Project, including necessary entitlements, permits, and licenses required for the Project.
5. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the CMFA; or (iv) take any further action with respect to the CMFA or its membership therein.

6. The reissuance of the Bonds shall be subject to the approval of the CMFA of all financing documents relating therein to which the CMFA is the party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.
7. The City Manager or their designee is authorized to execute and deliver all documents deemed necessary or advisable to comply with this resolution.

PASSED AND ADOPTED this 21st day of April, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

---

Suzanne Guzzetta, City Clerk

---

Carmen Montano, Mayor

APPROVED AS TO FORM:

---

Christian M. Curtis, City Attorney

2060573

ORRICK, HERRINGTON & SUTCLIFFE LLP  
ATTN: LAUREN SOMMERHAUSER  
405 HOWARD ST.  
SAN FRANCISCO, CA 94105-2669

**PROOF OF PUBLICATION  
IN THE CITY OF MILPITAS  
IN THE STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA**

**FILE NO. TEFRA 308 Sango Ct., Milpitas, CA**

**Milpitas Post**

The undersigned, being first duly sworn, deposes and says: That at all times hereinafter mentioned affiant was and still is a citizen of the United States, over the age of eighteen years, and not a party to or interested in the above entitled proceedings; and was at and during all said times and still is the principal clerk of the printer and publisher of the Milpitas Post, a newspaper of general circulation printed and published daily in the city of Milpitas in said County of Santa Clara, State of California as determined by the court's decree dated February 27, 1956, Case Number 97379, and that said Milpitas Post is and was at all times herein mentioned a newspaper of general circulation as that term is defined by Sections 6000 and following, of the Government Code of the State of California and, as provided by said sections, is published for the dissemination of local or telegraphic news and intelligence of a general character, having a bona fide subscription list of paying subscribers, and is not devoted to the interests or published for the entertainment or instruction of a particular class, professional, trade, calling, race or denomination, or for the entertainment and instruction of any number of such classes, professionals, trades, callings, races or denominations; that at all times said newspaper has been established, printed and published in the said city of Milpitas in said County and State at regular intervals for more than one year preceding the first publication of the notice herein mentioned. Said decree has not been revoked, vacated or set aside.

I declare that the notice, of which the annexed is a true printed copy, has been published in each regular or entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

**04/10/2026**

Dated at Milpitas, California  
April 10, 2026

I declare under penalty of perjury that the foregoing is true and correct.



Principal clerk of the printer and publisher of the Milpitas Post

Legal No.

**0006960310**

**CITY OF MILPITAS  
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that on April 21, 2026, the Milpitas City Council will hold a public hearing at its regular City Council meeting as required by Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), with respect to a proposed plan of financing providing for the issuance by the California Municipal Finance Authority (the "Authority") of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Code in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, in an amount not to exceed \$47,000,000 in aggregate principal amount (the "Bonds"). The proceeds of the Bonds will be used to: (1) finance or refinance the acquisition, construction, improvement and equipping of 308 Sango Apartments, a multifamily rental housing project located at 308 Sango Court, Milpitas, California; and (2) pay certain expenses incurred in connection with the issuance of the Bonds. The facilities are to be owned by Milpitas Pacific Associates, a California Limited Partnership (the "Borrower") or a partnership of which Pacific West Communities, Inc. (the "Developer") or a related person to the Developer is the general partner.

The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the Authority, the State of California or any political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

The hearing will commence at 7:00 p.m. or as soon thereafter as the matter can be heard, and will be held in the Milpitas City Hall City Council Chamber, 455 E. Calaveras Boulevard, 2nd Floor, Milpitas, California. Interested persons wishing to express their views on the issuance of the Bonds may provide public comments in person during the public hearing or, prior to the time of the hearing, submit written comments. Written comments may be submitted by email to [cityclerk@milpitas.gov](mailto:cityclerk@milpitas.gov). Written comments will not be read aloud during the meeting but will be digitally distributed to the City Council if received by 5:00 p.m. on the date of the public hearing and will become part of the official public record. Additional procedures will be detailed in the published meeting agenda; and any updated information will be posted to the City's website at [www.milpitas.gov](http://www.milpitas.gov).

Dated: April 10, 2026

**MP 6960310; Apr. 10, 2026**





## CITY OF MILPITAS AGENDA REPORT (AR)

|                        |                                                                                                                                                                                                                                                                                                                                       |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | <b>Conduct a Public Hearing and Adopt a Resolution Approving the FY 2026-27 Development and Storm Impact Fee Schedule for the Transit Area Specific Plan (TASP) Impact Fee, the Calaveras Boulevard Widening Traffic Impact Fee, and the Storm Drain Impact Fee (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)</b> |
| <b>Category:</b>       | Consent Calendar-Leadership and Support Services                                                                                                                                                                                                                                                                                      |
| <b>Meeting Date:</b>   | 4/21/2026                                                                                                                                                                                                                                                                                                                             |
| <b>Recommendation:</b> | Conduct a Public Hearing and adopt a resolution approving the FY 2026-27 Development and Storm Impact Fee Schedule for the Transit Area Specific Plan (TASP) Impact Fee, the Calaveras Boulevard Widening Traffic Impact Fee, and the Storm Drain Impact Fee.                                                                         |

### **BACKGROUND:**

Consistent with the State of California Mitigation Fee Act (Government Code [§§66000](#) et seq.), and the Milpitas Municipal Code, the City of Milpitas (City) is authorized to impose, collect, and expend mitigation fees to offset the impacts of development within the City. Pursuant to these granted authorities, the City Council established, adopted, and imposed a Transit Area Specific Plan (TASP) Impact Fee, a Calaveras Boulevard Traffic Impact Fee, and a Storm Drain Impact Fee (collectively, the “Fees”). Government Code §66018 requires that the adoption of, or increase in, a development impact fee be preceded by a public hearing conducted at a regularly scheduled meeting of the legislative body. Notice of the public hearing must be published in accordance with Government Code [§6062a](#), which requires publication twice in a newspaper of general circulation, at least five days apart, with the first publication at least ten days prior to the hearing.

### **ANALYSIS:**

Per City of Milpitas Municipal Code [Chapter 4 – Fees for New Development, Section VIII-4-2.02 - Fee Adjustment by the City](#), the City reserves the right to update and adjust each development impact fee from time to time in accordance with the Mitigation Fee Act, with those adjustments in the amount of the estimated construction costs of providing the specified public facilities based upon adjustments in accordance with the inflation index. As such, staff recommends the Fees be increased by the most recent annual change available at the time of review for the *Engineering News Record* Construction Cost Index (CCI) for San Francisco. That respective CCI change is 0.62%, as demonstrated below.

| <b>Escalation Factor</b>                                                      | <b>Year to Year</b> | <b>Construction Cost Index</b> | <b>Variance #</b> | <b>Variance %</b> |
|-------------------------------------------------------------------------------|---------------------|--------------------------------|-------------------|-------------------|
| <b><i>Engineering News Record</i><br/>City Cost Index –<br/>San Francisco</b> | December 2024       | 15,413.04                      |                   |                   |
|                                                                               | December 2025       | 15,508.70                      | 95.66             | 0.62%             |

The discrete adjustments for each of the Fees are exhibited in Attachment A - FY 2026-27 Development Impact Fee Schedule.

As the recommended action constitutes an increase in existing development impact fees, a public hearing is required pursuant to Government Code §66018. Notice of this public hearing was published in the Milpitas Post on April 10, 2026 and April 17, 2026 in accordance with Government Code §6062a, which requires publication twice in a newspaper of general circulation, at least five days apart, with the first publication at least ten days prior to the hearing. Any costs incurred in conducting the required public hearing may be recovered as part of the fee ([Government Code §66018](#)).

**POLICY ALTERNATIVE(S):**

As the Fees adjustments proposed are consistent with the State of California Mitigation Fee Act (Government Code §§66000 et seq.) and City of Milpitas Municipal Code regarding development impact fees and the manner of adjusting those fees, no policy alternatives are recommended.

**FISCAL IMPACT:**

As collection of these Fees relies entirely on development activity, which varies and is outside of City control, staff cannot accurately predict any additional revenues or related expenditures resulting from the proposed Fees increase. Consequently, no fiscal impact has been anticipated.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

The action involves the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges in the City for the purpose of (1) Meeting operating expenses, including employee wage rates and fringe benefits, (2) Purchasing or leasing supplies, equipment, or materials, (3) Meeting financial reserve needs and requirements, or (4) Obtaining funds for capital projects, necessary to maintain service within existing service areas. The action is consequently exempt pursuant to Cal. Code Regs., tit. 14, §15273.

The action is also a fiscal activity of the City government or an action to create a City government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, §15378. The action also has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, particularly as it does not modify physical design, development, or construction of residential, commercial, or industrial development or the construction of any development or other project, and is not a project pursuant to Pub. Resources Code, §21065 and Cal. Code Regs., tit. 14, §15378.

**ATTACHMENT(S):**

- (a) FY 2026-27 Development Impact Fee Schedule
- (b) Resolution



## Attachment A

### FY 2026-27 Development Impact Fee Schedule

#### TRANSIT AREA SPECIFIC PLAN (TASP) DEVELOPMENT IMPACT FEE

| # | Activity Description | FY 2025-26 Fee   | FY 2026-27 Fee   | Unit            | Annual Inflation |
|---|----------------------|------------------|------------------|-----------------|------------------|
| 1 | Residential          | \$51,508.00      | \$51,828.00      | per unit        | Y                |
| 2 | Commercial           | \$33.70          | \$34.00          | per square foot | Y                |
| 3 | Office               | \$57.91          | \$58.00          | per square foot | Y                |
| 4 | Hotel                | -                | -                | per room        | Y                |
| 5 | Other Uses           | To Be Determined | To Be Determined |                 |                  |

#### CALAVERAS BOULEVARD WIDENING TRAFFIC IMPACT FEE

| # | Activity Description                            | FY 2025-26 Fee   | FY 2026-27 Fee   | Unit            | Annual Inflation |
|---|-------------------------------------------------|------------------|------------------|-----------------|------------------|
| 1 | Residential 5 or More Units                     | \$286.00         | \$288.00         | per unit        | Y                |
| 2 | Retail Development of 1,000 or more Square Feet | \$1,218.00       | \$1,226.00       | per square foot | Y                |
| 3 | Office Development of 1,000 or more Square Feet | \$605.00         | \$609.00         | per square foot | Y                |
| 4 | Other Uses                                      | To Be Determined | To Be Determined |                 |                  |

#### STORM DRAIN IMPACT FEE

| # | Activity Description                   | FY 2025-26 Fee | FY 2026-27 Fee | Unit                                  | Annual Inflation |
|---|----------------------------------------|----------------|----------------|---------------------------------------|------------------|
| 1 | Milpitas Metro Specific Plan Area      | -              | -              | per runoff acre                       | Y                |
|   |                                        | -              | -              | per 100 square feet of runoff surface | Y                |
| 2 | Gateway-Main Street Specific Plan Area | \$48,445.00    | \$48,746.00    | per runoff acre                       | Y                |
|   |                                        | \$111.00       | \$112.00       | per 100 square feet of runoff surface | Y                |
| 3 | Remaining Urban Service Area           | \$238,412.00   | \$239,892.00   | per runoff acre                       | Y                |
|   |                                        | \$547.00       | \$550.00       | per 100 square feet of runoff surface | Y                |

#### Escalation Factor

|  | Source                       | Year to Year | Construction Cost Index | Variance # | Variance % |
|--|------------------------------|--------------|-------------------------|------------|------------|
|  | Engineering News Record      | Dec-24       | 15,413.04               |            |            |
|  | City Construction Cost Index | Dec-25       | 15,508.70               | 95.66      | 0.62%      |

San Francisco  
December to December

PUB20260421

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING THE DEVELOPMENT IMPACT FEE SCHEDULE FOR THE TRANSIT AREA SPECIFIC PLAN (TASP) IMPACT FEE, THE CALAVERAS BOULEVARD WIDENING TRAFFIC IMPACT FEE, AND THE STORM DRAIN IMPACT FEE FOR FISCAL YEAR 2026–27**

**WHEREAS**, the Mitigation Fee Act, Government Code Section 66000 et seq., authorizes the City of Milpitas (“City”) to impose, collect, and expend mitigation fees to offset the impacts of development within the City; and

**WHEREAS**, pursuant to its authority under the Mitigation Fee Act (Government Code §§ 66000 et seq.) the City Council established, adopted, and imposed a Calaveras Boulevard Traffic Impact Fee, a Transit Area Specific Plan (“TASP”) Impact Fee and a Storm Drain Impact Fee (collectively, the “Fees”); and

**WHEREAS**, per City of Milpitas Municipal Code Chapter 4 – Fees for New Development, Section VIII-4-2.02 – Fee Adjustment by the City, the City reserves the right to update and adjust each development impact fee from time to time in accordance with the Mitigation Fee Act; and

**WHEREAS**, per City of Milpitas Municipal Code Chapter 4 – Fees for New Development, Section VIII-4-2.02 – Fee Adjustment by the City, those adjustments are calculated in the amount of the estimated construction costs of providing the specified public facilities based upon adjustments in accordance with an inflation index; and

**WHEREAS**, inflationary adjustments will be based on the most recent annual change available at the time of review for the Engineering News Record Construction Cost Index for San Francisco; and

**WHEREAS**, Government Code §66018 requires that the increase of a fee imposed as a condition of approval of a development project be preceded by a public hearing conducted at a regularly scheduled meeting of the legislative body, with notice given in accordance with Government Code §6062a and sent to registered interested persons pursuant to Government Code Section 60019; and

**WHEREAS**, notice of the public hearing on the proposed fee adjustments was duly published in the Milpitas Post on April 10 and April 17, 2026, in compliance with Government Code §6062a, which requires publication twice in a newspaper of general circulation, at least five days apart, with the first publication at least ten days prior to the hearing, was duly and properly posted, and was sent to registered interested persons pursuant to Government Code Section 60019; and

**WHEREAS**, on April 21, 2026, the City Council conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed adjustments to the Fees, at which time all interested persons were given the opportunity to be heard; and

**WHEREAS**, the Fees as amended are supported by previously adopted Nexus Studies and Capital Improvement Plans, which are incorporated by this reference and which the City Council finds and determines remain sufficient and justified with the currently contemplated amendment to these Fees; and

**WHEREAS**, the Nexus Studies continue to substantiate a methodology that will charge each new development project only for the costs necessary to mitigate the impacts expected to be caused by that development project; and

**WHEREAS**, the Fees will not be levied, collected or imposed for general revenue purposes, but are levied specifically to fund facilities of the types set forth in the Nexus Studies; and

**WHEREAS**, the Nexus Studies establish proposed amounts and provide an evaluation of the need for Fees and establish the nexus between the imposition of the Fees, as amended, and the estimated reasonable costs of providing the services for which the Fees are charged; and

**WHEREAS**, the Nexus Studies include information that supports the City's actions, as required by subdivision (a) of Section 66001 of the Government Code; and

**WHEREAS**, there is a reasonable relationship between the Fees as amended and the development projects on which the Fees will be imposed because the Fees will only fund costs necessitated by each new development; and

**WHEREAS**, the Fees as amended will not exceed the estimated reasonable cost of providing the land and facilities for which the Fees are imposed; and

**WHEREAS**, the City desires to update the Fees to ensure that new development contributes its fair share to public facilities in the City consistent with the City's standards, including by continuing to ensure those Fees continue to track the increasing costs for the construction of public facilities; and

**WHEREAS**, the City Council now wishes to approve the FY 2026–27 Development and Storm Impact Fee Schedule set forth in Exhibit 1 hereto; and

**WHEREAS**, all prerequisites for the adoption of these fee changes have been met.

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

1. The Recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The Fees authorized by this Resolution are not a project under California Environmental Quality Act (CEQA) and are therefore statutorily exempt from environmental review pursuant to CEQA Guidelines Section 15378 (b)(4).
3. The City Council finds that all prerequisites for the adoption of the Fees as amended have been met, including the conduct of a duly noticed public hearing pursuant to Government Code §66018 and publication of notice in accordance with Government Code §6062a, as well as publication and notice of all information required by the Mitigation Fee Act, state, and local law.
4. 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. Based upon such consideration, the City Council finds and determines that:
  - (a) The Fees established by this Resolution:
    - (1) are imposed for a specific government service provided directly to the payor, or for reasonable regulatory costs of the City for issuing licenses and permits, performing investigations, inspections, and administrative enforcements of the City's Municipal Code or other rules or ordinances;
    - (2) are no more than necessary to cover the reasonable costs of the governmental activity for which the Fees are imposed; and
    - (3) the manner in which those Fees are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity for which the Fees are imposed.
  - (b) The Fees are not "special" taxes within the meaning of California Constitution Article XIII C, Section 1(e).

5. The City Council hereby approves the FY 2026–27 Development Impact Fee Schedule included herewith as Exhibit 1. The fees adopted pursuant to this Resolution shall supersede any prior fees, charges or other exactions imposed by resolution or otherwise by the City Council, to the extent such prior fees, charges, or other exactions conflict with the Fees set forth in Exhibit 1 hereto.
6. The FY 2026–27 Development Impact Fee Schedule will become effective sixty (60) days after adoption.

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:

\_\_\_\_\_  
Christian Curtis, City Attorney



## CITY OF MILPITAS AGENDA REPORT (AR)

|                        |                                                                                                                                                                                     |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | <b>Conduct a Public Hearing and Adopt a Resolution Updating and Establishing Various User and Regulatory Fees (Staff Contact: Luz Cofresi-Howe, Finance Director, 408-586-3111)</b> |
| <b>Category:</b>       | Public Hearings-Leadership and Support Services                                                                                                                                     |
| <b>Meeting Date:</b>   | 4/21/2026                                                                                                                                                                           |
| <b>Recommendation:</b> | Conduct a public hearing and adopt a resolution updating and establishing various user and regulatory fees effective July 1, 2026                                                   |

### **BACKGROUND:**

City staff annually review user and regulatory fees as part of the City's normal course of operations. Periodically, comprehensive fee studies are performed to calculate the City costs of providing fee-related services. In years between studies, fees are typically adjusted by the annual change in City labor cost inflation. The City's practice is to conduct a comprehensive cost of service study every three to five years. The last comprehensive citywide user and regulatory fee study was conducted by Matrix Consulting Group and adopted by the City Council on [May 15, 2019](#). In the years following that study, the Master Fee Schedule has been updated through annual inflationary adjustments, including the last interim update adopted on June 18, 2024, which capped non-safety fee increases at the Consumer Price Index rate of 3.67 percent and Recreation fee increases at 3.5 percent. The Recreation and Community Services Department's cost-recovery framework was last comprehensively addressed through a separate 2019 fee study, followed by the City Council adoption of Cost Recovery Policy 3-2 on [March 16, 2021](#) by Resolution No. 9049. Policy 3-2 establishes an overall departmental target of 40 percent cost recovery of total costs, with tiered program targets of 100 percent for Category A (high personal benefit), 50 percent for Category B (mixed individual and community benefit), and 20 percent for Category C (high public benefit or targeted policy populations, such as youth, seniors, residents with disabilities, and low-income residents).

The proposed fees for City Council consideration as part of this agenda item are based on a recently completed user and regulatory fee study. The City retained an independent consultant, ClearSource Financial Consulting (ClearSource), to facilitate the study. If the City Council adopts the proposed fees, the updated fees will be effective July 1, 2026.

### **ANALYSIS:**

California cities regularly conduct these studies to justify fee amounts imposed and to optimize the overall portfolio of revenues available to the municipality to fund its services. Industry practice and fiscal conditions in the state have led most cities to link cost recovery for services of individual action, cause, or benefit to that same individual through user fee revenue, relieving the agency's general revenues as much as possible for use toward services of broader community benefit.

User and regulatory fees are intended to cover all, or a portion of, the costs incurred by the City for providing fee-related services and activities that are not otherwise provided to those not paying the fee. California law provides guidance regarding the amounts the City may charge for fee-related services and activities. Specifically, under [Article XIII C, Section 1\(e\)](#) of the California Constitution and Government Code [Sections 66014 through 66018](#), in order to avoid being considered taxes, the fees charged shall not exceed the estimated reasonable cost of providing the services, activities, or materials for which fees are charged.

The services for which the City imposes a user or regulatory fee typically derive from an individual person or entity's action, request, or behavior. Therefore, except in cases where there is an overwhelming public benefit

generated by the City's involvement in the individual action, a fee for service ensures the individual bears most, if not all, of the cost incurred by the City to provide that service. When a fee targets "100% or full cost recovery," the individual is bearing the entirety of the cost. When a fee targets less than full cost recovery, another City revenue source – in most cases, the General Fund – subsidizes the individualized activity.

Generally, fees for service are targeted to full cost recovery, inclusive of operating, direct, indirect, and capital costs, except in cases where the City Council has established a public interest in lower fees, as reflected in Council-adopted policy frameworks such as Cost Recovery Policy 3-2 for the Recreation and Community Services Department. The City may also be influenced by market conditions, comparing to municipalities of similar size and service profile.

#### Fees examined as part of this study

Fees examined as part of this study include, but are not limited to:

- Planning Fees, such as entitlement review and review for compliance with the zoning code
- Public Works Engineering Fees, such as encroachment and public improvement review
- Building Fees, such as permitting of new construction or modifications to existing structures
- Fire Fees, such as annual inspections conducted to ensure compliance with the fire code
- Police Fees, such as vehicle impound and specialized license review
- Utility Services Fees, such as requests for new water or electric meters

#### Fees, Fines, and Taxes NOT examined or updated as part of this study

Fees, fines, and taxes not examined as part of this study include:

- Assessments
- Development Impact Fees
- Fines or Penalties
- Franchise Fees
- Taxes
- Utility Rates and Service Charges

These items are subject to different approval thresholds or are not subject to the same cost of service limitations as the fees examined as part of this study. Consequently, they are specifically excluded from the scope of this study.

#### Overview of Findings and Recommendations

The following provides a summary of primary changes the City Council is being asked to consider as part of this study.

**Table 1 – Summary of Changes to Fees**

| Description                                                                                   | Count      | Percentage    |
|-----------------------------------------------------------------------------------------------|------------|---------------|
| Fees Proposed to Decrease                                                                     | 45         | 6.9%          |
| Fees Proposed to Remain Unchanged, or Minor Increases<br>Up to 10% or \$10                    | 463        | 70.7%         |
| Fees with Changes that Vary Based on Project Criteria<br>(May Result in Increase or Decrease) | 70         | 10.7%         |
| Fee Structure Modifications<br>(May Result in Increase or Decrease)                           | 25         | 3.8%          |
| Fees Proposed to Increase by More than 10%                                                    | 46         | 7.0%          |
| New Fees                                                                                      | 6          | 0.9%          |
| <b>Total Fees Examined</b>                                                                    | <b>655</b> | <b>100.0%</b> |

#### Fees Proposed to Decrease

Approximately 7% of user and regulatory fees are proposed to decrease. As mentioned above, the City periodically performs comprehensive studies to calculate the City's costs of providing fee-related services. In years between studies, fees are typically adjusted by the annual change in City labor cost inflation. Studies, like this one, provide the opportunity to recalibrate fees to reflect current City practices and cost of service on a more refined basis.



### Fees Proposed to Remain Unchanged, or Minor Increases up to 10% or \$10

Approximately 71% of user and regulatory fees are proposed to remain unchanged, or be adjusted by an amount not to exceed 10% or \$10. Modifications to fees are meant to avoid degradation of existing cost recovery levels for City services provided.

### Fees With Changes that Vary Based on Project Criteria

Approximately 11% of fees are proposed for adjustment that varies based on project criteria. For example, some fees are based on project square footage, with lower fees applicable for smaller square footage projects, and higher fees applicable for projects with larger square footage projects. In these instances, fees may decrease, remain unchanged, or increase depending on the project criteria.

### Fee Structure Modifications

Approximately 4% of fees are proposed for restructuring to allow for enhanced correlation between the service provided and fee for service. For example, instead of having a one-size-fits-all fee for re-roofing of commercial buildings, fees have been restructured to correlate to roof area being replaced, with lower fees for less roof area, and higher fees for greater roof area.

### Fees Proposed to Increase by More than Ten Percent (10%)

Forty-six (46) fees are proposed to increase by more than ten percent. These are fees for regulatory services (e.g., planning, building, engineering, fire code reviews) where the City has historically targeted full cost recovery. The fee adjustments will allow the City to continue to target full cost recovery for these services.

**Table 2 – Summary of Fees Proposed to Increase by More than 10%**

| Description           | Count     | Overview                                                                    |
|-----------------------|-----------|-----------------------------------------------------------------------------|
| Building Fees         | 11        | Changes reflect updated cost of service based on typical staff review time. |
| Planning Fees         | 24        | Changes reflect updated cost of service based on typical staff review time. |
| Engineering Fees      | 9         | Changes reflect updated cost of service based on typical staff review time. |
| Utility Services Fees | 1         | Changes reflect updated cost of service based on typical staff review time. |
| Fire Fees             | 1         | Changes reflect updated cost of service based on typical staff review time. |
| <b>Total</b>          | <b>46</b> |                                                                             |

For example, the fee for a Variance for single-family homes is increasing from \$1,128 to \$4,908 as these applications require Planning Commission approval and significant staff time to process. The fee for a Minor Conditional Use Permit requiring Zoning Administrator approval is increasing from \$1,526 to \$3,646 as these applications require a public hearing as well.

Engineering fee increases are due to the need to capture the staff time from multiple disciplines that take part at different stages in the processing of the permit, plan reviews and inspections associated to a project. An example of one of the fees that are increasing is the Minor Encroachment Permit Fee which is increasing from \$1,265 to \$2,000. This increase allows for a more accurate cost recovery.

Fire fees are increasing with regards to hazardous materials facilities, reflecting more accurately the time taken to complete the work. Inspections have historically taken more staff time than what is billed in the initial fee, requiring a supplemental bill issuance to cover the shortfall. The fee for a small facility hazardous material closure is increasing from \$748 to \$1,508. The new fee is a better representation of the total time necessary to complete the work

Building fee increases are primarily due to prior fees being based on underestimated staff time, which did not allow for full cost recovery. Updated fees now better reflect the actual time required for permit processing, plan review, and inspections. For example, the Tenant Improvement permit fee for a 500 sq. ft. Daycare facility has increased from \$4,229 to \$4,820 to accurately recover staff costs. Additionally, some fee adjustments result

from restructuring previously flat fees that covered a wide range of project scopes. These fees have now been divided into more specific categories based on project size and complexity. As a result, some projects may experience fee decreases, while others may see increases depending on the scope of work. For instance, the Multi-Family Re-roofing permit fee was previously a flat fee of \$1,145 regardless of roof area. The revised fee structure introduces five categories based on roof size:

- \$695 for up to 1,000 sq. ft.
- \$1,181 for up to 3,500 sq. ft.
- \$1,788 for up to 7,000 sq. ft.
- \$2,882 for up to 14,000 sq. ft.
- An additional \$16 for every 100 sq. ft. above 14,000 sq. ft.

### New Fees

Six (6) new fees are proposed. All new fees are for user discretionary services. An overview of these changes is included in the following table. The proposed Recreation-related rental fees (Decksider Party Area, Podium, and Bounce House Permit) have been established to be consistent with Cost Recovery Policy 3-2, Section 2.10, which directs facility rental pricing to recover 80 to 100 percent of direct costs:

**Table 3 – New Fees**

| Description                                                               | Count    | Overview                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Rental of Podium for Use with Community Center Rentals                    | 2        | <b>Rental of Podium for Community Center Rental and Requests for City Delivery of Podium:</b> Applicants are more frequently requesting use of a podium for conference room/auditorium rentals. Fee(s) only apply to those that request these services. |
| Rental of Decksider Party Area as an additional City private rental space | 1        | <b>Rental of Decksider Party Area:</b> This area has been added as a space available for reserved use during private events.                                                                                                                            |
| Bounce House Permit                                                       | 1        | <b>Bounce House Permit:</b> Fee will only apply when inflatables are used at park spaces.                                                                                                                                                               |
| Processing Fee for Credit Card Chargebacks                                | 1        | <b>Credit Card Chargeback Fee:</b> This fee will only apply to transactions that require credit card company chargeback.                                                                                                                                |
| Contractor SAM insurance fee                                              | 1        | <b>Contractor SAM Insurance Fee:</b> City recreation contractors are required to maintain SAM insurance.                                                                                                                                                |
| <b>Total</b>                                                              | <b>6</b> |                                                                                                                                                                                                                                                         |

### **POLICY ALTERNATIVE(S):**

#### **Alternative 1: Approve partial implementation of the proposed changes.**

Pros: Allows Council to defer or phase in specific fee increases; provides flexibility to respond to concerns regarding individual fee categories.

Cons: Disrupts the internal consistency of the comprehensive cost of service study; continues General Fund and enterprise fund subsidization of individualized services; reduces the approximately \$304,000 in projected additional annual revenue across the General Fund and applicable enterprise funds; requires follow-up Council action and a second public hearing to implement deferred fees.

Reason for Not Recommending: The proposed fees are calibrated as an integrated package; adopting only portions would leave identifiable regulatory programs operating below cost of service and shift the shortfall to the General Fund and enterprise funds, consequently affecting those programs supported by those funds.

**Alternative 2: Leave fees unchanged.**

Pros: Avoids any fee increases for applicants and residents in the upcoming fiscal year.

Cons: Continues the erosion of cost recovery as labor and operating costs rise; forgoes approximately \$304,000 in annual revenue to the General Fund and applicable enterprise funds; delays implementation of six new fees for services already being provided; leaves 45 proposed fee decreases unrealized for applicants currently overpaying relative to cost of service.

Reason for Not Recommending: Fees that are not periodically recalibrated drift from the cost of service over time, which both weakens their legal defensibility and shifts an increasing share of individualized service costs to the General Fund and enterprise funds.

**PROJECT SCHEDULE/KEY MILESTONES**

| <b>Milestone</b>                                                                                         | <b>Date</b>    |
|----------------------------------------------------------------------------------------------------------|----------------|
| First Publication of Public Hearing Notice (Gov. Code §§ <a href="#">66016</a> , <a href="#">6062a</a> ) | April 10, 2026 |
| Second Publication of Public Hearing Notice (Gov. Code §6062a)                                           | April 17, 2026 |
| Supporting Cost of Service Data Available for Public Review (Gov. Code §66016)                           | April 10, 2026 |
| City Council Public Hearing and Adoption                                                                 | April 21, 2026 |
| Updated Fee Schedule Effective Date                                                                      | July 1, 2026   |

**FISCAL IMPACT:**

The anticipated fiscal impact of the proposed changes is approximately \$304,000 in additional annual fee revenue, distributed across the General Fund and applicable enterprise funds.

It is important to note that this additional revenue is not intended to fund expanded service levels. The majority of the proposed adjustments recalibrate existing fees to reflect the current cost of providing services the City already delivers, offsetting ongoing expenditures rather than creating a new funding source. Because labor costs — the primary driver of fee-related costs — rise over time, periodic comprehensive recalibration, supplemented by interim inflationary adjustments in intervening years, is necessary simply to maintain existing cost recovery levels.

The six new fees included in this schedule similarly reflect cost recovery for services the City is either already providing without a dedicated fee (such as credit card chargeback processing and contractor SAM insurance) or making newly available at the request of users (such as podium rental, deckside party area rental, and bounce house permits). These new fees shift the cost of these discrete, user-requested services from the General Fund to the individuals benefiting from them, consistent with the cost recovery principles described above.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

The City finds that the setting or revision of fees pursuant to this Resolution is exempt from environmental review under Public Resources Code [Section 21080\(b\)\(8\)](#) of the California Environmental Quality Act, which provides an exemption for the establishment or modification of charges by public agencies which the public agency finds are for the purpose of meeting operating expenses.

**ATTACHMENT(S):**

- (a) Resolution and Fee Schedule Effective July 1, 2026
- (b) Illustration of Current and Proposed Fees and Fee Schedule Changes
- (c) Fee Study Report

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS UPDATING AND  
ESTABLISHING VARIOUS USER AND REGULATORY FEES, EFFECTIVE JULY 1, 2026**

**WHEREAS**, the City of Milpitas provides a range of user and regulatory services for which it charges fees to recover all or a portion of the costs incurred in providing those services to individual persons or entities; and

**WHEREAS**, Article XIII C, Section 1(e) of the California Constitution and Government Code Sections 66014 through 66018 authorize the City to impose fees for such services in amounts not exceeding the estimated reasonable cost of providing the services for which the fees are charged; and

**WHEREAS**, the City's practice is to conduct a comprehensive cost of service study every three to five years, supplemented by annual inflationary adjustments in intervening years, to ensure that fees remain reasonably related to the cost of providing fee-related services; and

**WHEREAS**, the last comprehensive citywide user and regulatory fee study was conducted by Matrix Consulting Group and adopted by the City Council on May 15, 2019, and the Master Fee Schedule has since been updated through annual inflationary adjustments, including the interim update adopted on June 18, 2024; and

**WHEREAS**, the City retained ClearSource Financial Consulting to conduct a new comprehensive user and regulatory fee study, the findings of which form the basis for the fee schedule presented to the City Council for consideration; and

**WHEREAS**, the Recreation and Community Services Department's cost-recovery framework was last comprehensively addressed through a separate 2019 fee study, followed by the City Council's adoption of Cost Recovery Policy 3-2 on March 16, 2021 by Resolution No. 9049, and the proposed Recreation fees have been established consistent with that policy; and

**WHEREAS**, including to the extent required by Government Code Sections 66016 and 66018, notice of the public hearing on the proposed fees was published in a newspaper of general circulation pursuant to Government Code Section 6062 and posted as required by law, notice was timely sent to registered interested persons consistent with Government Code Section 60019, and the supporting cost of service data has been available for public review for not less than 10 days prior to the hearing; and

**WHEREAS**, the City Council conducted a duly noticed public hearing on April 21, 2026, at which all interested persons were given an opportunity to be heard on the proposed fees; and

**WHEREAS**, the City Council finds that the proposed fees do not exceed the estimated reasonable cost of providing the services, activities, or materials for which the fees are charged; and

**WHEREAS**, the City Council finds that the setting or revision of fees pursuant to this Resolution is exempt from environmental review under Public Resources Code Section 21080(b)(8) of the California

Environmental Quality Act, which provides an exemption for the establishment or modification of charges by public agencies which the public agency finds are for the purpose of meeting operating expenses; and

**WHEREAS**, all prerequisites for the adoption of these fee changes have been met.

**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 Schedule of User and Regulatory Fees, attached hereto as Exhibit A and incorporated herein by this reference, is hereby adopted.
3. The fees set forth in Exhibit A shall take effect on July 1, 2026. For services for which the City has previously adopted a fee, the fees set forth in Exhibit A shall supersede all prior fees for the same services. For services for which no fee has previously been adopted, including but not limited to the rental of the podium for community center rentals, the rental of the deckside party area, bounce house permits, credit card chargeback processing, and the contractor SAM insurance fee, the fees set forth in Exhibit A are hereby established as of the effective date.
4. Fees designated in Exhibit A as subject to annual inflationary adjustment (fees marked “Y” in the Yearly Inflator column) shall be adjusted each fiscal year, without further action of the City Council, based on the annual change in either (a) the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Bureau of Labor Statistics for the metropolitan statistical area encompassing the City of Milpitas, or any successor index thereto, or (b) the City’s labor cost inflation, as determined by the Finance Director and consistent with the methodology recommended in the ClearSource Financial Consulting fee study. Fees marked “N” in the Yearly Inflator column shall not be adjusted through this process and shall remain at the amounts set forth in Exhibit A until further action of the City Council.
5. Fees established by state statute or other governmental authority, as indicated in Exhibit A, shall be updated automatically to reflect amounts authorized by the applicable authority without further action of the City Council. Specifically, the ambulance service fees set forth in Exhibit A are intended to mirror fees authorized by the Santa Clara County Emergency Medical Services Agency. In the event that the Santa Clara County Emergency Medical Services Agency updates such fees subsequent to the adoption of this Resolution, the fees set forth in Exhibit A shall be deemed to reflect the updated amounts, and in the case of any discrepancy, the amounts authorized by the Santa Clara County Emergency Medical Services Agency shall supersede the amounts listed in Exhibit A. The City shall periodically examine costs to ensure that ambulance fees collected do not exceed the City’s program costs of service.

6. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.
7. This Resolution shall take effect immediately upon adoption, authorizing staff to undertake all necessary implementation activities. The fees adopted herein shall become operative on July 1, 2026, consistent with Section 3 of this Resolution and Government Code Section 66017.

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:

\_\_\_\_\_  
Christian Curtis, City Attorney



**User and Regulatory Fees**

*Illustration of Proposed Fee Changes*

# City of Milpitas

## Schedule of User and Regulatory Fees

| Description                                 | Page |
|---------------------------------------------|------|
| Building Safety Fees                        | 1    |
| Planning Fees                               | 24   |
| Planning - Neighborhood Beautification Fees | 28   |
| Engineering Fees                            | 29   |
| Utilities Service Fees                      | 30   |
| Fire Fees                                   | 34   |
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| Police Fees                                 | 45   |
| Animal Regulation Fees                      | 47   |
| Recreation Fees                             | 49   |
| Finance / Administrative Fees               | 63   |
| City Clerk Fees                             | 64   |
| Information Technology Fees                 | 65   |



# City of Milpitas

## BUILDING SAFETY - CONSTRUCTION

### New Construction, Additions, Remodels

| Fee Description<br>Occupancy Classification /<br>Square Footage                                               | Current Fee         |                                                | Current Fee         |                                                | Proposed Fee    |                                                | Proposed Fee    |                                                | Fee Change - Total Base Fee |                        | Note    | Yearly<br>Inflator |
|---------------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------|---------------------|------------------------------------------------|-----------------|------------------------------------------------|-----------------|------------------------------------------------|-----------------------------|------------------------|---------|--------------------|
|                                                                                                               | Plan Review         |                                                | Inspection          |                                                | Plan Review     |                                                | Inspection      |                                                | Proposed Total              | Proposed Total         |         |                    |
|                                                                                                               | Base Fee            | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Base Fee            | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Base Fee        | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Base Fee        | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Base Fee Change<br>(\$)     | Base Fee Change<br>(%) |         |                    |
| 1 Single-Family, Two-Family - New,<br>Additions, Remodels, Additional Dwelling<br>Units                       |                     |                                                |                     |                                                |                 |                                                |                 |                                                |                             |                        | [a],[b] |                    |
| 100-                                                                                                          | <del>\$297.13</del> |                                                | <del>\$486.46</del> |                                                |                 |                                                |                 |                                                |                             |                        |         | Y                  |
| 200                                                                                                           | \$425.71            |                                                | \$729.69            |                                                | \$728.00        |                                                | \$729.00        |                                                | \$301.60                    | 26%                    |         | Y                  |
| 300                                                                                                           | \$618.58            |                                                | \$972.92            |                                                | \$1,005.00      |                                                | \$972.00        |                                                | \$385.49                    | 24%                    |         | Y                  |
| 400                                                                                                           | \$1,132.92          |                                                | \$1,337.77          |                                                | \$1,282.00      |                                                | \$1,458.00      |                                                | \$269.31                    | 11%                    |         | Y                  |
| 500                                                                                                           | \$1,390.08          | \$175.15                                       | \$1,945.85          | \$194.58                                       | \$1,559.00      | \$166.20                                       | \$1,944.00      | \$194.40                                       | \$167.07                    | 5%                     |         | Y                  |
| 1,000                                                                                                         | \$2,265.84          | \$205.73                                       | \$2,918.77          | \$194.58                                       | \$2,390.00      | \$221.60                                       | \$2,916.00      | \$194.40                                       | \$121.39                    | 2%                     |         | Y                  |
| 1,500                                                                                                         | \$3,294.50          | \$205.73                                       | \$3,891.69          | \$291.88                                       | \$3,498.00      | \$221.60                                       | \$3,888.00      | \$291.60                                       | \$199.80                    | 3%                     |         | Y                  |
| 2,000                                                                                                         | \$4,323.17          | \$175.15                                       | \$5,351.08          | \$389.17                                       | \$4,606.00      | \$183.60                                       | \$5,346.00      | \$388.80                                       | \$277.75                    | 3%                     |         | Y                  |
| 2,500                                                                                                         | \$5,198.92          | \$154.30                                       | \$7,296.93          | \$389.17                                       | \$5,524.00      | \$166.20                                       | \$7,290.00      | \$388.80                                       | \$318.15                    | 3%                     |         | Y                  |
| 3,000                                                                                                         | \$5,970.42          | \$87.58                                        | \$9,242.78          | \$170.26                                       | \$6,355.00      | \$91.80                                        | \$9,234.00      | \$170.10                                       | \$375.80                    | 2%                     |         | Y                  |
| 4,000                                                                                                         | \$6,846.17          | \$102.87                                       | \$10,945.39         | \$243.23                                       | \$7,273.00      | \$110.80                                       | \$10,935.00     | \$243.00                                       | \$416.43                    | 2%                     |         | Y                  |
| 5,000                                                                                                         | \$7,874.84          | \$51.43                                        | \$13,377.70         | \$121.62                                       | \$8,381.00      | \$55.40                                        | \$13,365.00     | \$121.50                                       | \$493.46                    | 2%                     |         | Y                  |
| Tract or Repetitive Fees                                                                                      | 25% of Original     |                                                | Same as Regular     |                                                | 25% of Original |                                                | Same as Regular |                                                | varies                      | varies                 |         | N                  |
| <b>Commercial / Multi-Family / Non-<br/>Residential - New Construction, Tenant<br/>Improvement, and Shell</b> |                     |                                                |                     |                                                |                 |                                                |                 |                                                |                             |                        | [a],[b] |                    |
| 2 A-Assembly - New Construction                                                                               |                     |                                                |                     |                                                |                 |                                                |                 |                                                |                             |                        |         |                    |
| 1,500                                                                                                         | \$4,792.00          | \$69.88                                        | \$12,237.56         | \$87.41                                        | \$5,334.00      | \$73.60                                        | \$12,150.00     | \$89.10                                        | \$454.44                    | 3%                     |         | Y                  |
| 7,500                                                                                                         | \$8,985.01          | \$99.83                                        | \$17,482.22         | \$139.86                                       | \$9,750.00      | \$103.20                                       | \$17,496.00     | \$139.32                                       | \$778.77                    | 3%                     |         | Y                  |
| 15,000                                                                                                        | \$16,472.52         | \$89.85                                        | \$27,971.56         | \$149.18                                       | \$17,490.00     | \$93.97                                        | \$27,945.00     | \$149.04                                       | \$990.93                    | 2%                     |         | Y                  |
| 30,000                                                                                                        | \$29,950.03         | \$16.64                                        | \$50,348.80         | \$62.94                                        | \$31,585.00     | \$17.39                                        | \$50,301.00     | \$63.18                                        | \$1,587.17                  | 2%                     |         | Y                  |
| 75,000                                                                                                        | \$37,437.54         | \$21.96                                        | \$78,670.00         | \$25.64                                        | \$39,412.00     | \$22.86                                        | \$78,732.00     | \$25.60                                        | \$2,036.46                  | 2%                     |         | Y                  |
| 150,000                                                                                                       | \$53,910.05         | \$35.94                                        | \$97,900.45         | \$65.50                                        | \$56,554.00     | \$37.40                                        | \$97,929.00     | \$65.39                                        | \$2,672.50                  | 2%                     |         | Y                  |
| 3 A-Assembly - Tenant Improvement                                                                             |                     |                                                |                     |                                                |                 |                                                |                 |                                                |                             |                        |         |                    |
| 500                                                                                                           | \$1,797.50          | \$78.64                                        | \$3,405.23          | \$72.97                                        | \$2,113.00      | \$77.95                                        | \$3,402.00      | \$72.90                                        | \$312.26                    | 6%                     |         | Y                  |
| 2,500                                                                                                         | \$3,370.32          | \$112.34                                       | \$4,864.62          | \$116.75                                       | \$3,672.00      | \$117.76                                       | \$4,860.00      | \$116.64                                       | \$297.06                    | 4%                     |         | Y                  |
| 5,000                                                                                                         | \$6,178.92          | \$101.11                                       | \$7,783.39          | \$124.53                                       | \$6,616.00      | \$103.20                                       | \$7,776.00      | \$126.36                                       | \$429.69                    | 3%                     |         | Y                  |
| 10,000                                                                                                        | \$11,234.40         | \$25.19                                        | \$14,010.10         | \$52.54                                        | \$11,776.00     | \$19.63                                        | \$14,094.00     | \$51.84                                        | \$625.49                    | 2%                     |         | Y                  |
| 25,000                                                                                                        | \$15,012.27         | \$42.21                                        | \$21,890.78         | \$21.40                                        | \$14,720.00     | \$25.07                                        | \$21,870.00     | \$21.38                                        | (\$313.05)                  | -1%                    |         | Y                  |
| 50,000                                                                                                        | \$25,565.23         | \$51.13                                        | \$27,241.86         | \$54.49                                        | \$20,988.00     | \$30.37                                        | \$27,216.00     | \$54.44                                        | (\$4,603.09)                | -9%                    |         | Y                  |

# City of Milpitas

## BUILDING SAFETY - CONSTRUCTION

### New Construction, Additions, Remodels

|                                                                 |                                    | Current Fee |                                                | Current Fee  |                                                | Proposed Fee |                                                | Proposed Fee |                                                | Fee Change - Total Base Fee               |                                          |      |                    |
|-----------------------------------------------------------------|------------------------------------|-------------|------------------------------------------------|--------------|------------------------------------------------|--------------|------------------------------------------------|--------------|------------------------------------------------|-------------------------------------------|------------------------------------------|------|--------------------|
|                                                                 |                                    | Plan Review |                                                | Inspection   |                                                | Plan Review  |                                                | Inspection   |                                                |                                           |                                          |      |                    |
| Fee Description<br>Occupancy Classification /<br>Square Footage |                                    | Base Fee    | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Base Fee     | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Base Fee     | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Base Fee     | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Proposed Total<br>Base Fee Change<br>(\$) | Proposed Total<br>Base Fee Change<br>(%) | Note | Yearly<br>Inflator |
| 4                                                               | B - Business - New Construction    |             |                                                |              |                                                |              |                                                |              |                                                |                                           |                                          |      |                    |
|                                                                 | 1,000                              | \$4,531.67  | \$97.83                                        | \$8,513.08   | \$91.21                                        | \$4,780.00   | \$103.48                                       | \$8,505.00   | \$91.13                                        | \$240.25                                  | 2%                                       |      | Y                  |
|                                                                 | 5,000                              | \$8,444.76  | \$134.84                                       | \$12,161.55  | \$145.94                                       | \$8,919.00   | \$143.72                                       | \$12,150.00  | \$145.80                                       | \$462.70                                  | 2%                                       |      | Y                  |
|                                                                 | 10,000                             | \$15,186.68 | \$119.90                                       | \$19,458.47  | \$155.67                                       | \$16,105.00  | \$128.13                                       | \$19,440.00  | \$155.52                                       | \$899.84                                  | 3%                                       |      | Y                  |
|                                                                 | 20,000                             | \$27,176.19 | \$22.13                                        | \$35,025.25  | \$65.67                                        | \$28,918.00  | \$23.66                                        | \$34,992.00  | \$65.61                                        | \$1,708.55                                | 3%                                       |      | Y                  |
|                                                                 | 50,000                             | \$33,813.87 | \$34.78                                        | \$54,726.96  | \$32.11                                        | \$36,017.00  | \$37.26                                        | \$54,675.00  | \$32.08                                        | \$2,151.17                                | 2%                                       |      | Y                  |
|                                                                 | 100,000                            | \$51,203.89 | \$51.20                                        | \$70,780.20  | \$70.78                                        | \$54,647.00  | \$54.85                                        | \$70,713.00  | \$70.71                                        | \$3,375.91                                | 3%                                       |      | Y                  |
| 5                                                               | B - Business - Tenant Improvement  |             |                                                |              |                                                |              |                                                |              |                                                |                                           |                                          |      |                    |
|                                                                 | 500                                | \$1,736.85  | \$75.99                                        | \$3,724.47   | \$79.81                                        | \$2,113.00   | \$73.60                                        | \$3,888.00   | \$72.90                                        | \$539.68                                  | 10%                                      |      | Y                  |
|                                                                 | 2,500                              | \$3,256.59  | \$108.55                                       | \$5,320.68   | \$127.70                                       | \$3,585.00   | \$114.28                                       | \$5,346.00   | \$126.36                                       | \$353.73                                  | 4%                                       |      | Y                  |
|                                                                 | 5,000                              | \$5,970.42  | \$97.70                                        | \$8,513.08   | \$136.21                                       | \$6,442.00   | \$103.20                                       | \$8,505.00   | \$136.08                                       | \$463.49                                  | 3%                                       |      | Y                  |
|                                                                 | 10,000                             | \$10,855.31 | \$18.09                                        | \$15,323.55  | \$57.46                                        | \$11,602.00  | \$19.63                                        | \$15,309.00  | \$58.32                                        | \$732.14                                  | 3%                                       |      | Y                  |
|                                                                 | 25,000                             | \$13,569.14 | \$23.88                                        | \$23,943.04  | \$23.41                                        | \$14,546.00  | \$25.07                                        | \$24,057.00  | \$23.33                                        | \$1,090.81                                | 3%                                       |      | Y                  |
|                                                                 | 50,000                             | \$19,539.57 | \$39.08                                        | \$29,795.79  | \$59.59                                        | \$20,814.00  | \$41.02                                        | \$29,889.00  | \$59.38                                        | \$1,367.65                                | 3%                                       |      | Y                  |
| 6                                                               | E - Education - New Construction   |             |                                                |              |                                                |              |                                                |              |                                                |                                           |                                          |      |                    |
|                                                                 | 500                                | \$2,038.11  | \$89.17                                        | \$4,682.20   | \$100.33                                       | \$3,118.00   | \$123.85                                       | \$4,860.00   | \$97.20                                        | \$1,257.69                                | 19%                                      |      | Y                  |
|                                                                 | 2,500                              | \$3,821.46  | \$127.38                                       | \$6,688.85   | \$160.53                                       | \$5,595.00   | \$76.92                                        | \$6,804.00   | \$155.52                                       | \$1,888.69                                | 18%                                      |      | Y                  |
|                                                                 | 5,000                              | \$7,006.01  | \$114.64                                       | \$10,702.16  | \$171.23                                       | \$7,518.00   | \$121.24                                       | \$10,692.00  | \$174.96                                       | \$501.83                                  | 3%                                       |      | Y                  |
|                                                                 | 10,000                             | \$12,738.19 | \$21.23                                        | \$19,263.89  | \$72.24                                        | \$13,580.00  | \$22.63                                        | \$19,440.00  | \$71.28                                        | \$1,017.92                                | 3%                                       |      | Y                  |
|                                                                 | 25,000                             | \$15,922.74 | \$28.02                                        | \$30,099.83  | \$29.43                                        | \$16,975.00  | \$28.68                                        | \$30,132.00  | \$29.16                                        | \$1,084.43                                | 2%                                       |      | Y                  |
|                                                                 | 50,000                             | \$22,928.75 | \$45.86                                        | \$37,457.56  | \$74.91                                        | \$24,145.00  | \$46.93                                        | \$37,422.00  | \$74.22                                        | \$1,180.69                                | 2%                                       |      | Y                  |
| 7                                                               | E - Education - Tenant Improvement |             |                                                |              |                                                |              |                                                |              |                                                |                                           |                                          |      |                    |
|                                                                 | 100                                | \$958.40    | \$209.65                                       | \$1,702.62   | \$182.42                                       | \$1,282.00   | \$277.00                                       | \$1,701.00   | \$182.25                                       | \$321.98                                  | 12%                                      |      | Y                  |
|                                                                 | 500                                | \$1,797.00  | \$299.50                                       | \$2,432.31   | \$291.88                                       | \$2,390.00   | \$239.00                                       | \$2,430.00   | \$291.60                                       | \$590.69                                  | 14%                                      |      | Y                  |
|                                                                 | 1,000                              | \$3,294.50  | \$269.55                                       | \$3,891.69   | \$311.34                                       | \$3,585.00   | \$285.70                                       | \$3,888.00   | \$340.20                                       | \$286.80                                  | 4%                                       |      | Y                  |
|                                                                 | 2,000                              | \$5,990.01  | \$49.92                                        | \$7,005.05   | \$131.34                                       | \$6,442.00   | \$61.20                                        | \$7,290.00   | \$121.50                                       | \$736.94                                  | 6%                                       |      | Y                  |
|                                                                 | 5,000                              | \$7,487.51  | \$65.89                                        | \$10,945.39  | \$53.51                                        | \$8,278.00   | \$69.96                                        | \$10,935.00  | \$53.46                                        | \$780.10                                  | 4%                                       |      | Y                  |
|                                                                 | 10,000                             | \$10,782.01 | \$107.82                                       | \$13,620.93  | \$136.21                                       | \$11,776.00  | \$114.48                                       | \$13,608.00  | \$136.08                                       | \$981.06                                  | 4%                                       |      | Y                  |
| 8                                                               | F - Factory - New Construction     |             |                                                |              |                                                |              |                                                |              |                                                |                                           |                                          |      |                    |
|                                                                 | 5,000                              | \$6,589.01  | \$22.66                                        | \$9,729.24   | \$48.65                                        | \$6,996.00   | \$23.90                                        | \$9,720.00   | \$48.60                                        | \$397.76                                  | 2%                                       |      | Y                  |
|                                                                 | 25,000                             | \$11,120.68 | \$51.04                                        | \$19,458.47  | \$116.75                                       | \$11,776.00  | \$53.88                                        | \$19,440.00  | \$116.64                                       | \$636.85                                  | 2%                                       |      | Y                  |
|                                                                 | 50,000                             | \$23,881.69 | \$16.46                                        | \$48,646.18  | \$34.05                                        | \$25,246.00  | \$18.08                                        | \$48,600.00  | \$34.02                                        | \$1,318.12                                | 2%                                       |      | Y                  |
|                                                                 | 100,000                            | \$32,111.03 | \$9.50                                         | \$65,672.35  | \$8.92                                         | \$34,284.00  | \$10.27                                        | \$65,610.00  | \$8.91                                         | \$2,110.62                                | 2%                                       |      | Y                  |
|                                                                 | 250,000                            | \$46,359.47 | \$5.27                                         | \$79,050.05  | \$17.03                                        | \$49,693.00  | \$5.61                                         | \$78,975.00  | \$17.01                                        | \$3,258.48                                | 3%                                       |      | Y                  |
|                                                                 | 500,000                            | \$59,530.56 | \$11.90                                        | \$121,615.46 | \$24.32                                        | \$63,717.00  | \$12.67                                        | \$121,500.00 | \$24.30                                        | \$4,070.97                                | 2%                                       |      | Y                  |

# City of Milpitas

## BUILDING SAFETY - CONSTRUCTION

### New Construction, Additions, Remodels

| Fee Description<br>Occupancy Classification /<br>Square Footage | Current Fee |                                                | Current Fee |                                                | Proposed Fee |                                                | Proposed Fee |                                                | Fee Change - Total Base Fee |                        | Note | Yearly<br>Inflator |
|-----------------------------------------------------------------|-------------|------------------------------------------------|-------------|------------------------------------------------|--------------|------------------------------------------------|--------------|------------------------------------------------|-----------------------------|------------------------|------|--------------------|
|                                                                 | Plan Review |                                                | Inspection  |                                                | Plan Review  |                                                | Inspection   |                                                | Proposed Total              | Proposed Total         |      |                    |
|                                                                 | Base Fee    | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Base Fee    | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Base Fee     | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Base Fee     | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Base Fee Change<br>(\$)     | Base Fee Change<br>(%) |      |                    |
| 9 F - Factory - Tenant Improvement                              |             |                                                |             |                                                |              |                                                |              |                                                |                             |                        |      |                    |
| 2,000                                                           | \$2,538.18  | \$21.50                                        | \$2,653.43  | \$22.11                                        | \$2,944.00   | \$21.86                                        | \$3,159.00   | \$18.23                                        | \$911.40                    | 18%                    |      | Y                  |
| 10,000                                                          | \$4,258.09  | \$51.60                                        | \$4,422.38  | \$53.07                                        | \$4,693.00   | \$53.50                                        | \$4,617.00   | \$51.03                                        | \$629.53                    | 7%                     |      | Y                  |
| 20,000                                                          | \$9,417.84  | \$17.09                                        | \$9,729.24  | \$17.69                                        | \$10,043.00  | \$18.88                                        | \$9,720.00   | \$18.23                                        | \$615.92                    | 3%                     |      | Y                  |
| 40,000                                                          | \$12,836.83 | \$9.57                                         | \$13,267.14 | \$10.13                                        | \$13,818.00  | \$10.45                                        | \$13,365.00  | \$10.13                                        | \$1,079.03                  | 4%                     |      | Y                  |
| 100,000                                                         | \$18,577.03 | \$5.48                                         | \$19,347.91 | \$5.53                                         | \$20,086.00  | \$5.71                                         | \$19,440.00  | \$5.59                                         | \$1,601.06                  | 4%                     |      | Y                  |
| 200,000                                                         | \$24,056.02 | \$12.03                                        | \$24,875.89 | \$12.43                                        | \$25,800.00  | \$12.55                                        | \$25,029.00  | \$12.57                                        | \$1,897.09                  | 4%                     |      | Y                  |
| 10 H - Hazardous Materials - New Construction                   |             |                                                |             |                                                |              |                                                |              |                                                |                             |                        |      |                    |
| 1,000                                                           | \$5,180.22  | \$113.32                                       | \$9,577.22  | \$102.61                                       | \$5,888.00   | \$119.50                                       | \$9,720.00   | \$97.20                                        | \$850.56                    | 6%                     |      | Y                  |
| 5,000                                                           | \$9,712.92  | \$161.88                                       | \$13,681.74 | \$164.18                                       | \$10,668.00  | \$169.68                                       | \$13,608.00  | \$165.24                                       | \$881.34                    | 4%                     |      | Y                  |
| 10,000                                                          | \$17,807.02 | \$145.69                                       | \$21,890.78 | \$175.13                                       | \$19,152.00  | \$154.80                                       | \$21,870.00  | \$174.96                                       | \$1,324.20                  | 3%                     |      | Y                  |
| 20,000                                                          | \$32,376.40 | \$26.98                                        | \$39,403.41 | \$73.88                                        | \$34,632.00  | \$28.86                                        | \$39,366.00  | \$73.71                                        | \$2,218.19                  | 3%                     |      | Y                  |
| 50,000                                                          | \$40,470.50 | \$35.61                                        | \$61,567.83 | \$30.10                                        | \$43,290.00  | \$37.61                                        | \$61,479.00  | \$30.13                                        | \$2,730.68                  | 3%                     |      | Y                  |
| 100,000                                                         | \$58,277.51 | \$58.28                                        | \$76,617.74 | \$76.62                                        | \$62,094.00  | \$61.55                                        | \$76,545.00  | \$76.70                                        | \$3,743.74                  | 3%                     |      | Y                  |
| 11 H - Hazardous Materials - Tenant Improvement                 |             |                                                |             |                                                |              |                                                |              |                                                |                             |                        |      |                    |
| 1,000                                                           | \$2,590.11  | \$56.66                                        | \$5,107.85  | \$54.73                                        | \$2,944.00   | \$57.58                                        | \$5,103.00   | \$54.68                                        | \$349.04                    | 5%                     |      | Y                  |
| 5,000                                                           | \$4,856.46  | \$80.94                                        | \$7,296.93  | \$87.56                                        | \$5,247.00   | \$84.84                                        | \$7,290.00   | \$87.48                                        | \$383.61                    | 3%                     |      | Y                  |
| 10,000                                                          | \$8,903.51  | \$72.85                                        | \$11,675.08 | \$93.40                                        | \$9,489.00   | \$78.27                                        | \$11,664.00  | \$92.34                                        | \$574.41                    | 3%                     |      | Y                  |
| 20,000                                                          | \$16,188.20 | \$13.49                                        | \$21,015.15 | \$39.40                                        | \$17,316.00  | \$14.43                                        | \$20,898.00  | \$39.69                                        | \$1,010.65                  | 3%                     |      | Y                  |
| 50,000                                                          | \$20,235.25 | \$17.81                                        | \$32,836.17 | \$16.05                                        | \$21,645.00  | \$18.98                                        | \$32,805.00  | \$16.04                                        | \$1,378.58                  | 3%                     |      | Y                  |
| 100,000                                                         | \$29,138.76 | \$29.14                                        | \$40,862.80 | \$40.86                                        | \$31,134.00  | \$31.05                                        | \$40,824.00  | \$40.82                                        | \$1,956.45                  | 3%                     |      | Y                  |
| 12 I - Licensed Clinics - New Construction                      |             |                                                |             |                                                |              |                                                |              |                                                |                             |                        |      |                    |
| 2,000                                                           | \$3,113.80  | \$34.06                                        | \$6,384.81  | \$34.20                                        | \$3,672.00   | \$37.89                                        | \$6,561.00   | \$33.41                                        | \$734.39                    | 8%                     |      | Y                  |
| 10,000                                                          | \$5,838.37  | \$48.65                                        | \$9,121.16  | \$54.73                                        | \$6,703.00   | \$52.47                                        | \$9,234.00   | \$53.46                                        | \$977.47                    | 7%                     |      | Y                  |
| 20,000                                                          | \$10,703.68 | \$43.79                                        | \$14,593.86 | \$58.38                                        | \$11,950.00  | \$48.32                                        | \$14,580.00  | \$58.32                                        | \$1,232.47                  | 5%                     |      | Y                  |
| 40,000                                                          | \$19,461.23 | \$8.11                                         | \$26,268.94 | \$24.63                                        | \$21,613.00  | \$8.89                                         | \$26,244.00  | \$24.71                                        | \$2,126.83                  | 5%                     |      | Y                  |
| 100,000                                                         | \$24,326.54 | \$10.70                                        | \$41,045.22 | \$10.03                                        | \$26,947.00  | \$11.60                                        | \$41,067.00  | \$9.96                                         | \$2,642.24                  | 4%                     |      | Y                  |
| 200,000                                                         | \$35,030.22 | \$17.52                                        | \$51,078.49 | \$25.54                                        | \$38,549.00  | \$18.99                                        | \$51,030.00  | \$25.36                                        | \$3,470.29                  | 4%                     |      | Y                  |
| 13 I - Licensed Clinics - Tenant Improvement                    |             |                                                |             |                                                |              |                                                |              |                                                |                             |                        |      |                    |
| 1,000                                                           | \$1,257.65  | \$27.51                                        | \$2,660.34  | \$28.50                                        | \$2,390.00   | \$50.65                                        | \$3,888.00   | \$54.68                                        | \$2,360.01                  | 60%                    |      | Y                  |
| 5,000                                                           | \$2,358.09  | \$39.30                                        | \$3,800.48  | \$45.61                                        | \$4,416.00   | \$68.22                                        | \$6,075.00   | \$68.04                                        | \$4,332.42                  | 70%                    |      | Y                  |
| 10,000                                                          | \$4,323.17  | \$35.37                                        | \$6,080.77  | \$48.65                                        | \$7,827.00   | \$61.65                                        | \$9,477.00   | \$70.47                                        | \$6,900.06                  | 66%                    |      | Y                  |
| 20,000                                                          | \$7,860.31  | \$6.55                                         | \$10,945.39 | \$20.52                                        | \$13,992.00  | \$11.66                                        | \$16,524.00  | \$32.40                                        | \$11,710.30                 | 62%                    |      | Y                  |
| 50,000                                                          | \$9,825.39  | \$8.65                                         | \$17,102.17 | \$8.36                                         | \$17,490.00  | \$15.65                                        | \$26,244.00  | \$13.12                                        | \$16,806.44                 | 62%                    |      | Y                  |
| 100,000                                                         | \$14,148.56 | \$14.15                                        | \$21,282.71 | \$21.29                                        | \$25,317.00  | \$25.61                                        | \$32,805.00  | \$33.41                                        | \$22,690.73                 | 64%                    |      | Y                  |

# City of Milpitas

## BUILDING SAFETY - CONSTRUCTION

### New Construction, Additions, Remodels

| Fee Description<br>Occupancy Classification /<br>Square Footage | Current Fee  |                                                | Current Fee  |                                                | Proposed Fee |                                                | Proposed Fee |                                                | Fee Change - Total Base Fee |                        | Note | Yearly<br>Inflator |
|-----------------------------------------------------------------|--------------|------------------------------------------------|--------------|------------------------------------------------|--------------|------------------------------------------------|--------------|------------------------------------------------|-----------------------------|------------------------|------|--------------------|
|                                                                 | Plan Review  |                                                | Inspection   |                                                | Plan Review  |                                                | Inspection   |                                                | Proposed Total              | Proposed Total         |      |                    |
|                                                                 | Base Fee     | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Base Fee     | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Base Fee     | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Base Fee     | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Base Fee Change<br>(\$)     | Base Fee Change<br>(%) |      |                    |
| 14 M - Mercantile - New Construction                            |              |                                                |              |                                                |              |                                                |              |                                                |                             |                        |      |                    |
| 500                                                             | \$2,575.95   | \$112.70                                       | \$5,320.68   | \$114.01                                       | \$3,118.00   | \$123.85                                       | \$5,346.00   | \$121.50                                       | \$567.37                    | 7%                     |      | Y                  |
| 2,500                                                           | \$4,829.91   | \$161.00                                       | \$7,600.97   | \$182.42                                       | \$5,595.00   | \$165.56                                       | \$7,776.00   | \$174.96                                       | \$940.12                    | 8%                     |      | Y                  |
| 5,000                                                           | \$8,854.84   | \$144.90                                       | \$12,161.55  | \$194.58                                       | \$9,734.00   | \$151.00                                       | \$12,150.00  | \$194.40                                       | \$867.61                    | 4%                     |      | Y                  |
| 10,000                                                          | \$16,099.71  | \$26.83                                        | \$21,890.78  | \$82.09                                        | \$17,284.00  | \$28.86                                        | \$21,870.00  | \$82.62                                        | \$1,163.50                  | 3%                     |      | Y                  |
| 25,000                                                          | \$20,124.64  | \$35.42                                        | \$34,204.35  | \$33.44                                        | \$21,613.00  | \$36.85                                        | \$34,263.00  | \$33.05                                        | \$1,547.01                  | 3%                     |      | Y                  |
| 50,000                                                          | \$28,979.48  | \$57.96                                        | \$42,565.41  | \$85.13                                        | \$30,825.00  | \$60.30                                        | \$42,525.00  | \$84.12                                        | \$1,805.11                  | 3%                     |      | Y                  |
| 15 M - Mercantile - Tenant Improvement                          |              |                                                |              |                                                |              |                                                |              |                                                |                             |                        |      |                    |
| 250                                                             | \$1,182.84   | \$103.50                                       | \$2,128.27   | \$91.21                                        | \$1,559.00   | \$91.80                                        | \$2,187.00   | \$97.20                                        | \$434.89                    | 13%                    |      | Y                  |
| 1,250                                                           | \$2,217.82   | \$147.85                                       | \$3,040.39   | \$145.94                                       | \$2,477.00   | \$162.08                                       | \$3,159.00   | \$136.08                                       | \$377.79                    | 7%                     |      | Y                  |
| 2,500                                                           | \$4,066.00   | \$133.07                                       | \$4,864.62   | \$155.67                                       | \$4,503.00   | \$139.92                                       | \$4,860.00   | \$155.52                                       | \$432.38                    | 5%                     |      | Y                  |
| 5,000                                                           | \$7,392.73   | \$24.64                                        | \$8,756.31   | \$65.67                                        | \$8,001.00   | \$28.17                                        | \$8,748.00   | \$64.80                                        | \$599.95                    | 4%                     |      | Y                  |
| 12,500                                                          | \$9,240.92   | \$32.53                                        | \$13,681.74  | \$26.76                                        | \$10,114.00  | \$34.63                                        | \$13,608.00  | \$27.22                                        | \$799.34                    | 3%                     |      | Y                  |
| 25,000                                                          | \$13,306.92  | \$53.22                                        | \$17,026.16  | \$68.10                                        | \$14,443.00  | \$56.67                                        | \$17,010.00  | \$69.28                                        | \$1,119.91                  | 4%                     |      | Y                  |
| 16 R-1 - Residential Hotels - New Construction                  |              |                                                |              |                                                |              |                                                |              |                                                |                             |                        |      |                    |
| 2,000                                                           | \$11,525.10  | \$126.06                                       | \$29,263.72  | \$156.77                                       | \$12,536.00  | \$135.93                                       | \$29,160.00  | \$157.95                                       | \$907.18                    | 2%                     |      | Y                  |
| 10,000                                                          | \$21,609.57  | \$180.08                                       | \$41,805.32  | \$250.83                                       | \$23,410.00  | \$190.10                                       | \$41,796.00  | \$250.29                                       | \$1,791.12                  | 3%                     |      | Y                  |
| 20,000                                                          | \$39,617.54  | \$162.07                                       | \$66,888.50  | \$267.55                                       | \$42,420.00  | \$173.84                                       | \$66,825.00  | \$267.30                                       | \$2,738.95                  | 3%                     |      | Y                  |
| 40,000                                                          | \$72,031.90  | \$30.01                                        | \$120,399.31 | \$112.87                                       | \$77,187.00  | \$32.12                                        | \$120,285.00 | \$113.00                                       | \$5,040.80                  | 3%                     |      | Y                  |
| 100,000                                                         | \$90,039.87  | \$39.62                                        | \$188,123.92 | \$45.99                                        | \$96,458.00  | \$42.42                                        | \$188,082.00 | \$45.93                                        | \$6,376.21                  | 2%                     |      | Y                  |
| 200,000                                                         | \$129,657.41 | \$64.83                                        | \$234,109.76 | \$117.05                                       | \$138,878.00 | \$69.42                                        | \$234,009.00 | \$116.90                                       | \$9,119.82                  | 3%                     |      | Y                  |
| 17 R-1 - Residential Hotels - Tenant Improvement                |              |                                                |              |                                                |              |                                                |              |                                                |                             |                        |      |                    |
| 500                                                             | \$2,739.74   | \$119.86                                       | \$6,810.47   | \$145.94                                       | \$2,944.00   | \$129.00                                       | \$6,804.00   | \$145.80                                       | \$197.80                    | 2%                     |      | Y                  |
| 2,500                                                           | \$5,137.01   | \$171.23                                       | \$9,729.24   | \$233.50                                       | \$5,524.00   | \$180.76                                       | \$9,720.00   | \$233.28                                       | \$377.76                    | 3%                     |      | Y                  |
| 5,000                                                           | \$9,417.84   | \$154.11                                       | \$15,566.78  | \$249.07                                       | \$10,043.00  | \$167.62                                       | \$15,552.00  | \$247.86                                       | \$610.38                    | 2%                     |      | Y                  |
| 10,000                                                          | \$17,123.35  | \$28.54                                        | \$28,020.20  | \$105.08                                       | \$18,424.00  | \$30.71                                        | \$27,945.00  | \$105.30                                       | \$1,225.45                  | 3%                     |      | Y                  |
| 25,000                                                          | \$21,404.19  | \$37.67                                        | \$43,781.57  | \$42.81                                        | \$23,030.00  | \$40.17                                        | \$43,740.00  | \$42.77                                        | \$1,584.24                  | 2%                     |      | Y                  |
| 50,000                                                          | \$30,822.03  | \$61.64                                        | \$54,483.73  | \$108.97                                       | \$33,073.00  | \$65.73                                        | \$54,432.00  | \$108.86                                       | \$2,199.24                  | 3%                     |      | Y                  |
| 18 R-2 - Residential Multi-Family - New Construction            |              |                                                |              |                                                |              |                                                |              |                                                |                             |                        |      |                    |
| 2,000                                                           | \$24,107.16  | \$12.62                                        | \$37,244.74  | \$199.53                                       | \$26,109.00  | \$14.74                                        | \$37,179.00  | \$200.48                                       | \$1,936.11                  | 3%                     |      | Y                  |
| 10,000                                                          | \$25,116.39  | \$209.30                                       | \$53,206.76  | \$319.24                                       | \$27,288.00  | \$220.57                                       | \$53,217.00  | \$318.33                                       | \$2,181.84                  | 3%                     |      | Y                  |
| 20,000                                                          | \$46,046.72  | \$188.37                                       | \$85,130.82  | \$340.52                                       | \$49,345.00  | \$201.54                                       | \$85,050.00  | \$340.20                                       | \$3,217.46                  | 2%                     |      | Y                  |
| 40,000                                                          | \$83,721.30  | \$34.88                                        | \$153,235.48 | \$143.66                                       | \$89,652.00  | \$37.66                                        | \$153,090.00 | \$143.78                                       | \$5,785.22                  | 2%                     |      | Y                  |
| 100,000                                                         | \$104,651.63 | \$46.05                                        | \$239,430.44 | \$58.53                                        | \$112,247.00 | \$49.35                                        | \$239,355.00 | \$58.32                                        | \$7,519.93                  | 2%                     |      | Y                  |
| 200,000                                                         | \$150,698.34 | \$75.35                                        | \$297,957.88 | \$148.98                                       | \$161,592.00 | \$80.75                                        | \$297,675.00 | \$148.45                                       | \$10,610.77                 | 2%                     |      | Y                  |

# City of Milpitas

## BUILDING SAFETY - CONSTRUCTION

### New Construction, Additions, Remodels

| Fee Description<br>Occupancy Classification /<br>Square Footage | Current Fee |                                                | Current Fee  |                                                | Proposed Fee |                                                | Proposed Fee |                                                | Fee Change - Total Base Fee |                        | Note | Yearly<br>Inflator |
|-----------------------------------------------------------------|-------------|------------------------------------------------|--------------|------------------------------------------------|--------------|------------------------------------------------|--------------|------------------------------------------------|-----------------------------|------------------------|------|--------------------|
|                                                                 | Plan Review |                                                | Inspection   |                                                | Plan Review  |                                                | Inspection   |                                                | Proposed Total              | Proposed Total         |      |                    |
|                                                                 | Base Fee    | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Base Fee     | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Base Fee     | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Base Fee     | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Base Fee Change<br>(\$)     | Base Fee Change<br>(%) |      |                    |
| 19 R-2 - Residential Multi-Family - Tenant Improvement          |             |                                                |              |                                                |              |                                                |              |                                                |                             |                        |      |                    |
| 500                                                             | \$3,487.86  | \$152.59                                       | \$7,448.95   | \$159.62                                       | \$3,775.00   | \$170.55                                       | \$7,533.00   | \$157.95                                       | \$371.19                    | 3%                     |      | Y                  |
| 2,500                                                           | \$6,539.73  | \$217.99                                       | \$10,641.35  | \$255.39                                       | \$7,186.00   | \$225.08                                       | \$10,692.00  | \$252.72                                       | \$696.91                    | 4%                     |      | Y                  |
| 5,000                                                           | \$11,989.51 | \$196.19                                       | \$17,026.16  | \$272.42                                       | \$12,813.00  | \$211.94                                       | \$17,010.00  | \$272.16                                       | \$807.32                    | 3%                     |      | Y                  |
| 10,000                                                          | \$21,799.11 | \$36.33                                        | \$30,647.10  | \$114.93                                       | \$23,410.00  | \$38.09                                        | \$30,618.00  | \$115.02                                       | \$1,581.79                  | 3%                     |      | Y                  |
| 25,000                                                          | \$27,248.89 | \$47.96                                        | \$47,886.09  | \$46.82                                        | \$29,124.00  | \$51.25                                        | \$47,871.00  | \$46.66                                        | \$1,860.02                  | 2%                     |      | Y                  |
| 50,000                                                          | \$39,238.41 | \$78.48                                        | \$59,591.58  | \$119.18                                       | \$41,937.00  | \$83.87                                        | \$59,535.00  | \$118.76                                       | \$2,642.02                  | 3%                     |      | Y                  |
| 20 R-4 - Care / Assisted Living - New Construction              |             |                                                |              |                                                |              |                                                |              |                                                |                             |                        |      |                    |
| 2,000                                                           | \$7,036.37  | \$76.96                                        | \$15,962.03  | \$85.51                                        | \$7,550.00   | \$83.99                                        | \$16,038.00  | \$85.05                                        | \$589.60                    | 3%                     |      | Y                  |
| 10,000                                                          | \$13,193.20 | \$109.94                                       | \$22,802.90  | \$136.82                                       | \$14,269.00  | \$115.31                                       | \$22,842.00  | \$136.08                                       | \$1,114.91                  | 3%                     |      | Y                  |
| 20,000                                                          | \$24,187.53 | \$98.95                                        | \$36,484.64  | \$145.94                                       | \$25,800.00  | \$105.97                                       | \$36,450.00  | \$145.80                                       | \$1,577.84                  | 3%                     |      | Y                  |
| 40,000                                                          | \$43,977.32 | \$18.32                                        | \$65,672.35  | \$61.57                                        | \$46,994.00  | \$19.65                                        | \$65,610.00  | \$61.56                                        | \$2,954.33                  | 3%                     |      | Y                  |
| 100,000                                                         | \$54,971.65 | \$24.19                                        | \$102,613.05 | \$25.08                                        | \$58,786.00  | \$25.80                                        | \$102,546.00 | \$25.03                                        | \$3,747.31                  | 2%                     |      | Y                  |
| 200,000                                                         | \$79,159.17 | \$39.58                                        | \$127,696.24 | \$63.85                                        | \$84,586.00  | \$42.22                                        | \$127,575.00 | \$63.71                                        | \$5,305.59                  | 3%                     |      | Y                  |
| 21 R-4 - Care / Assisted Living - Tenant Improvement            |             |                                                |              |                                                |              |                                                |              |                                                |                             |                        |      |                    |
| 1,000                                                           | \$3,427.20  | \$74.97                                        | \$8,513.08   | \$91.21                                        | \$3,775.00   | \$85.28                                        | \$8,505.00   | \$91.13                                        | \$339.71                    | 3%                     |      | Y                  |
| 5,000                                                           | \$6,426.01  | \$107.10                                       | \$12,161.55  | \$145.94                                       | \$7,186.00   | \$112.54                                       | \$12,150.00  | \$145.80                                       | \$748.45                    | 4%                     |      | Y                  |
| 10,000                                                          | \$11,781.01 | \$96.39                                        | \$19,458.47  | \$155.67                                       | \$12,813.00  | \$105.97                                       | \$19,440.00  | \$155.52                                       | \$1,013.51                  | 3%                     |      | Y                  |
| 20,000                                                          | \$21,420.02 | \$17.85                                        | \$35,025.25  | \$65.67                                        | \$23,410.00  | \$19.05                                        | \$34,992.00  | \$65.61                                        | \$1,956.72                  | 3%                     |      | Y                  |
| 50,000                                                          | \$26,775.03 | \$23.56                                        | \$54,726.96  | \$26.76                                        | \$29,124.00  | \$25.63                                        | \$54,675.00  | \$26.73                                        | \$2,297.01                  | 3%                     |      | Y                  |
| 100,000                                                         | \$38,556.04 | \$38.56                                        | \$68,104.66  | \$68.10                                        | \$41,937.00  | \$41.93                                        | \$68,040.00  | \$68.04                                        | \$3,316.30                  | 3%                     |      | Y                  |
| 22 S-1 - Storage Moderate Hazard - New Construction             |             |                                                |              |                                                |              |                                                |              |                                                |                             |                        |      |                    |
| 1,000                                                           | \$4,191.50  | \$91.69                                        | \$7,981.01   | \$85.51                                        | \$4,780.00   | \$103.48                                       | \$8,019.00   | \$85.05                                        | \$626.49                    | 5%                     |      | Y                  |
| 5,000                                                           | \$7,859.05  | \$130.98                                       | \$11,401.45  | \$136.82                                       | \$8,919.00   | \$138.18                                       | \$11,421.00  | \$136.08                                       | \$1,079.50                  | 6%                     |      | Y                  |
| 10,000                                                          | \$14,408.27 | \$117.89                                       | \$18,242.32  | \$145.94                                       | \$15,828.00  | \$125.36                                       | \$18,225.00  | \$145.80                                       | \$1,402.42                  | 4%                     |      | Y                  |
| 20,000                                                          | \$26,196.85 | \$21.83                                        | \$32,836.17  | \$61.57                                        | \$28,364.00  | \$23.66                                        | \$32,805.00  | \$61.56                                        | \$2,135.98                  | 4%                     |      | Y                  |
| 50,000                                                          | \$32,746.06 | \$28.82                                        | \$51,306.52  | \$25.08                                        | \$35,463.00  | \$30.61                                        | \$51,273.00  | \$25.27                                        | \$2,683.42                  | 3%                     |      | Y                  |
| 100,000                                                         | \$47,154.32 | \$47.15                                        | \$63,848.12  | \$63.85                                        | \$50,769.00  | \$50.09                                        | \$63,909.00  | \$64.33                                        | \$3,675.56                  | 3%                     |      | Y                  |

# City of Milpitas

## BUILDING SAFETY - CONSTRUCTION

### New Construction, Additions, Remodels

|                                                                 |                                             | Current Fee |                                                | Current Fee |                                                | Proposed Fee |                                                | Proposed Fee |                                                | Fee Change - Total Base Fee               |                                          |      |                    |
|-----------------------------------------------------------------|---------------------------------------------|-------------|------------------------------------------------|-------------|------------------------------------------------|--------------|------------------------------------------------|--------------|------------------------------------------------|-------------------------------------------|------------------------------------------|------|--------------------|
|                                                                 |                                             | Plan Review |                                                | Inspection  |                                                | Plan Review  |                                                | Inspection   |                                                |                                           |                                          |      |                    |
| Fee Description<br>Occupancy Classification /<br>Square Footage |                                             | Base Fee    | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Base Fee    | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Base Fee     | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Base Fee     | Fee Per<br>Add'l 100 SF or<br>Fraction Thereof | Proposed Total<br>Base Fee Change<br>(\$) | Proposed Total<br>Base Fee Change<br>(%) | Note | Yearly<br>Inflator |
| 23                                                              | S-2 - Storage Low Hazard - New Construction |             |                                                |             |                                                |              |                                                |              |                                                |                                           |                                          |      |                    |
|                                                                 | 1,000                                       | \$2,305.02  | \$50.42                                        | \$4,682.20  | \$50.17                                        | \$4,780.00   | \$103.48                                       | \$8,019.00   | \$85.05                                        | \$5,811.78                                | 83%                                      |      | Y                  |
|                                                                 | 5,000                                       | \$4,321.91  | \$72.03                                        | \$6,688.85  | \$80.27                                        | \$8,919.00   | \$138.18                                       | \$11,421.00  | \$136.08                                       | \$9,329.24                                | 85%                                      |      | Y                  |
|                                                                 | 10,000                                      | \$7,923.51  | \$64.83                                        | \$10,702.16 | \$85.62                                        | \$15,828.00  | \$125.36                                       | \$18,225.00  | \$145.80                                       | \$15,427.33                               | 83%                                      |      | Y                  |
|                                                                 | 20,000                                      | \$14,406.38 | \$12.01                                        | \$19,263.89 | \$36.12                                        | \$28,364.00  | \$23.66                                        | \$32,805.00  | \$61.56                                        | \$27,498.73                               | 82%                                      |      | Y                  |
|                                                                 | 50,000                                      | \$18,007.97 | \$15.85                                        | \$30,099.83 | \$14.72                                        | \$35,463.00  | \$30.61                                        | \$51,273.00  | \$25.27                                        | \$38,628.20                               | 80%                                      |      | Y                  |
|                                                                 | 100,000                                     | \$25,931.48 | \$25.93                                        | \$37,457.56 | \$37.46                                        | \$50,769.00  | \$50.09                                        | \$63,909.00  | \$64.33                                        | \$51,288.96                               | 81%                                      |      | Y                  |
| 24                                                              | S - Storage - Tenant Improvement            |             |                                                |             |                                                |              |                                                |              |                                                |                                           |                                          |      |                    |
|                                                                 | 500                                         | \$1,706.52  | \$74.66                                        | \$2,926.37  | \$62.71                                        | \$2,113.00   | \$73.60                                        | \$2,916.00   | \$60.75                                        | \$396.10                                  | 9%                                       |      | Y                  |
|                                                                 | 2,500                                       | \$3,199.73  | \$106.66                                       | \$4,180.53  | \$100.33                                       | \$3,585.00   | \$114.28                                       | \$4,131.00   | \$106.92                                       | \$335.74                                  | 5%                                       |      | Y                  |
|                                                                 | 5,000                                       | \$5,866.17  | \$95.99                                        | \$6,688.85  | \$107.02                                       | \$6,442.00   | \$106.68                                       | \$6,804.00   | \$106.92                                       | \$690.98                                  | 6%                                       |      | Y                  |
|                                                                 | 10,000                                      | \$10,665.77 | \$17.78                                        | \$12,039.93 | \$45.15                                        | \$11,776.00  | \$19.63                                        | \$12,150.00  | \$43.74                                        | \$1,220.30                                | 5%                                       |      | Y                  |
|                                                                 | 25,000                                      | \$13,332.21 | \$23.46                                        | \$18,812.39 | \$18.39                                        | \$14,720.00  | \$25.77                                        | \$18,711.00  | \$18.47                                        | \$1,286.40                                | 4%                                       |      | Y                  |
|                                                                 | 50,000                                      | \$19,198.38 | \$38.40                                        | \$23,410.98 | \$46.82                                        | \$21,162.00  | \$42.17                                        | \$23,328.00  | \$47.01                                        | \$1,880.64                                | 4%                                       |      | Y                  |
| 25                                                              | U - Utility - Misc - New Construction       |             |                                                |             |                                                |              |                                                |              |                                                |                                           |                                          |      |                    |
|                                                                 | 150                                         | \$988.73    | \$144.19                                       | \$1,809.03  | \$129.22                                       | \$1,646.00   | \$167.50                                       | \$1,944.00   | \$162.00                                       | \$792.24                                  | 28%                                      |      | Y                  |
|                                                                 | 750                                         | \$1,853.87  | \$205.99                                       | \$2,584.33  | \$206.75                                       | \$2,651.00   | \$159.33                                       | \$2,916.00   | \$162.00                                       | \$1,128.81                                | 25%                                      |      | Y                  |
|                                                                 | 1,500                                       | \$3,398.75  | \$185.39                                       | \$4,134.93  | \$220.53                                       | \$3,846.00   | \$190.47                                       | \$4,131.00   | \$226.80                                       | \$443.32                                  | 6%                                       |      | Y                  |
|                                                                 | 3,000                                       | \$6,179.55  | \$34.33                                        | \$7,442.87  | \$93.04                                        | \$6,703.00   | \$32.71                                        | \$7,533.00   | \$91.80                                        | \$613.58                                  | 5%                                       |      | Y                  |
|                                                                 | 7,500                                       | \$7,724.44  | \$45.32                                        | \$11,629.48 | \$37.90                                        | \$8,175.00   | \$50.33                                        | \$11,664.00  | \$38.88                                        | \$485.08                                  | 3%                                       |      | Y                  |
|                                                                 | 15,000                                      | \$11,123.19 | \$74.16                                        | \$14,472.24 | \$96.48                                        | \$11,950.00  | \$82.37                                        | \$14,580.00  | \$98.97                                        | \$934.57                                  | 4%                                       |      | Y                  |
| 26                                                              | U - Utility - Misc - Tenant Improvement     |             |                                                |             |                                                |              |                                                |              |                                                |                                           |                                          |      |                    |
|                                                                 | 100                                         | \$659.15    | \$144.19                                       | \$1,276.96  | \$136.82                                       | \$1,005.00   | \$160.25                                       | \$1,458.00   | \$121.50                                       | \$526.89                                  | 27%                                      |      | Y                  |
|                                                                 | 500                                         | \$1,235.91  | \$205.99                                       | \$1,824.23  | \$218.91                                       | \$1,646.00   | \$183.60                                       | \$1,944.00   | \$194.40                                       | \$529.86                                  | 17%                                      |      | Y                  |
|                                                                 | 1,000                                       | \$2,265.84  | \$185.39                                       | \$2,918.77  | \$233.50                                       | \$2,564.00   | \$202.60                                       | \$2,916.00   | \$243.00                                       | \$295.39                                  | 6%                                       |      | Y                  |
|                                                                 | 2,000                                       | \$4,119.70  | \$34.33                                        | \$5,253.79  | \$98.51                                        | \$4,590.00   | \$30.60                                        | \$5,346.00   | \$97.20                                        | \$562.51                                  | 6%                                       |      | Y                  |
|                                                                 | 5,000                                       | \$5,149.63  | \$45.32                                        | \$8,209.04  | \$40.13                                        | \$5,508.00   | \$47.80                                        | \$8,262.00   | \$38.88                                        | \$411.33                                  | 3%                                       |      | Y                  |
|                                                                 | 10,000                                      | \$7,415.46  | \$74.16                                        | \$10,215.70 | \$102.16                                       | \$7,898.00   | \$78.22                                        | \$10,206.00  | \$98.97                                        | \$472.84                                  | 3%                                       |      | Y                  |
| 27                                                              | Shell Building                              |             |                                                |             |                                                |              |                                                |              |                                                |                                           |                                          |      |                    |
|                                                                 | 5,000                                       | \$6,227.59  | \$27.25                                        | \$11,705.49 | \$25.08                                        | \$6,719.00   | \$30.39                                        | \$11,664.00  | \$25.52                                        | \$449.92                                  | 3%                                       |      | Y                  |
|                                                                 | 25,000                                      | \$11,676.74 | \$38.92                                        | \$16,722.13 | \$40.13                                        | \$12,797.00  | \$40.93                                        | \$16,767.00  | \$39.85                                        | \$1,165.13                                | 4%                                       |      | Y                  |
|                                                                 | 50,000                                      | \$21,407.36 | \$35.03                                        | \$26,755.40 | \$42.81                                        | \$23,030.00  | \$37.61                                        | \$26,730.00  | \$42.77                                        | \$1,597.24                                | 3%                                       |      | Y                  |
|                                                                 | 100,000                                     | \$38,922.46 | \$6.49                                         | \$48,159.72 | \$18.06                                        | \$41,834.00  | \$6.88                                         | \$48,114.00  | \$18.14                                        | \$2,865.81                                | 3%                                       |      | Y                  |
|                                                                 | 250,000                                     | \$48,653.08 | \$8.56                                         | \$75,249.57 | \$7.36                                         | \$52,154.00  | \$9.07                                         | \$75,330.00  | \$7.29                                         | \$3,581.35                                | 3%                                       |      | Y                  |
|                                                                 | 500,000                                     | \$70,060.44 | \$14.01                                        | \$93,643.91 | \$18.73                                        | \$74,836.00  | \$14.84                                        | \$93,555.00  | \$18.56                                        | \$4,686.66                                | 3%                                       |      | Y                  |

[a] Amounts exclude City of Milpitas standard permitting fees and State of California fees.

[b] Each fee listed in this schedule is based on the estimated service time required to perform a standard service request. Additional fees may be charged on an hourly basis should the staff time spent exceed the allotted time based on the fees charged.

**City of Milpitas**  
**BUILDING SAFETY - MISCELLANEOUS**

| Fee Description                                                               | Current Fee   | Cost of Service | Proposed Fee | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|-------------------------------------------------------------------------------|---------------|-----------------|--------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| <b>MISCELLANEOUS FEES - RESIDENTIAL</b>                                       |               |                 |              |                        |              |                      |                     | [b]  |                 |
| <b>Combination Permits</b>                                                    |               |                 |              |                        |              |                      |                     |      |                 |
| 1 Attached Garage - 1 to 3 cars                                               | \$1,466       | \$1,457         | \$1,457      | 100%                   |              | (\$9)                | -1%                 | [a]  | Y               |
| 2 Detached Garage or Accessory Structure                                      | \$1,260       | \$1,457         | \$1,457      | 100%                   |              | \$197                | 16%                 | [a]  | Y               |
| 3 Bathroom Remodel (1 or more if inspected at same time)                      | \$1,074       | \$1,059         | \$1,059      | 100%                   |              | (\$15)               | -1%                 | [a]  | Y               |
| 4 Kitchen Remodel                                                             | \$1,074       | \$1,059         | \$1,059      | 100%                   |              | (\$15)               | -1%                 | [a]  | Y               |
| 5 Kitchen and Bathroom Remodel (1 or more bathroom if inspected at same time) | \$1,560       | \$1,545         | \$1,545      | 100%                   |              | (\$16)               | -1%                 | [a]  | Y               |
| 6 Patio Enclosure / Sunroom                                                   | \$1,446       | \$1,440         | \$1,440      | 100%                   |              | (\$6)                | 0%                  | [a]  | Y               |
| 7 Garage conversion                                                           | \$1,381       | \$1,371         | \$1,371      | 100%                   |              | (\$11)               | -1%                 | [a]  | Y               |
| 8 Green House                                                                 | \$1,138       | \$1,128         | \$1,128      | 100%                   |              | (\$10)               | -1%                 | [a]  | Y               |
| 9 Patio Cover                                                                 | \$1,138       | \$1,128         | \$1,128      | 100%                   |              | (\$10)               | -1%                 | [a]  | Y               |
| 10 Window, Skylight or Exterior Door Replacement                              |               |                 |              |                        |              |                      |                     |      |                 |
| a) Frame to remain (Retrofit) (1-9)                                           | \$952         | \$209           | \$209        | 100%                   |              | (\$744)              | -78%                | [a]  | Y               |
| b) Frame to remain (Retrofit) (10+)                                           | \$952         | \$330           | \$330        | 100%                   |              | (\$622)              | -65%                | [a]  | Y               |
| c) Frame replaced (1-3)                                                       | \$952         | \$330           | \$330        | 100%                   |              | (\$622)              | -65%                | [a]  | Y               |
| d) Frame replaced (4-10)                                                      | \$952         | \$573           | \$573        | 100%                   |              | (\$379)              | -40%                | [a]  | Y               |
| e) Frame replaced (11-20)                                                     | \$952         | \$816           | \$816        | 100%                   |              | (\$136)              | -14%                | [a]  | Y               |
| f) Frame replaced (20+)                                                       | \$952         | \$1,059         | \$1,059      | 100%                   |              | \$107                | 11%                 | [a]  | Y               |
| <b>Miscellaneous Construction</b>                                             |               |                 |              |                        |              |                      |                     |      |                 |
| 11 Wood Fences over 7' high, concrete / masonry over 4' high                  | \$847         | \$850           | \$850        | 100%                   |              | \$3                  | 0%                  | [a]  | Y               |
| 12 Sound Wall                                                                 | \$1,470       | \$1,492         | \$1,492      | 100%                   |              | \$22                 | 1%                  | [a]  | Y               |
| 13 Structural Roof Conversions                                                | \$2.26 per SF | \$1,232         | \$1,232      | 100%                   |              | varies               | varies              | [a]  | Y               |
| 14 AC Condenser Replacement                                                   | \$304         | \$304           | \$304        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 15 Furnace Replacement                                                        | \$365         | \$365           | \$365        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 16 Water Heater Replacement                                                   | \$365         | \$365           | \$365        | 100%                   |              | (\$0)                | 0%                  |      | Y               |

**City of Milpitas**  
**BUILDING SAFETY - MISCELLANEOUS**

| Fee Description                                         | Current Fee                                     | Cost of Service | Proposed Fee                                    | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|---------------------------------------------------------|-------------------------------------------------|-----------------|-------------------------------------------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| 17 Solar Permit                                         |                                                 |                 |                                                 |                        |              |                      |                     |      |                 |
| a) 15kW or less                                         | \$450                                           |                 | \$450                                           |                        |              | \$0                  | 0%                  |      | N               |
| b) Above 15kW – base                                    | \$450                                           |                 | \$450                                           |                        | base         | \$0                  | 0%                  |      | N               |
| c) Above 15kW – per kW                                  | \$15                                            |                 | \$15                                            |                        | per kW       | \$0                  | 0%                  |      | N               |
| 18 Solar Thermal                                        |                                                 |                 |                                                 |                        |              |                      |                     |      |                 |
| a) 10kWth or less                                       | \$450                                           |                 | \$450                                           |                        |              | \$0                  | 0%                  |      | N               |
| b) 10kWth or more - base                                | \$450                                           |                 | \$450                                           |                        | base         | \$0                  | 0%                  |      | N               |
| c) 10kWth or more – per kWth                            | \$15                                            |                 | \$15                                            |                        | per kWth     | \$0                  | 0%                  |      | N               |
| 19 Fireplace reconstruction                             | \$719                                           | \$712           | \$712                                           | 100%                   |              | (\$8)                | -1%                 | [a]  | Y               |
| 20 Siding/stucco replacement                            | \$608                                           | \$608           | \$608                                           | 100%                   |              | (\$1)                | 0%                  |      | Y               |
| 21 Seismic Strengthening                                | \$719                                           | \$712           | \$712                                           | 100%                   |              | (\$8)                | -1%                 | [a]  | Y               |
| 22 Demolition Permit                                    |                                                 |                 |                                                 |                        |              |                      |                     |      |                 |
| a) Accessory Structures Demolition                      | \$598                                           | \$399           | \$399                                           | 100%                   |              | (\$198)              | -33%                | [a]  | Y               |
| b) Interior Non-Structural Demolition                   | \$598                                           | \$469           | \$469                                           | 100%                   |              | (\$129)              | -22%                | [a]  | Y               |
| c) Total Building Demolition                            | \$598                                           | \$712           | \$712                                           | 100%                   |              | \$114                | 19%                 | [a]  | Y               |
| 23 Miscellaneous Construction Not Listed                |                                                 |                 |                                                 |                        |              |                      |                     |      |                 |
| a) Permit Issuance Fee                                  |                                                 | \$174           | \$174                                           | 100%                   |              | varies               | varies              |      | Y               |
| b) Plan Review and Inspection                           | See hourly rates for Plan Review and Inspection |                 | See hourly rates for Plan Review and Inspection |                        |              | varies               | varies              |      | N               |
| <b>MISCELLANEOUS FEES - MULTI-FAMILY AND COMMERCIAL</b> |                                                 |                 |                                                 |                        |              |                      |                     | [b]  |                 |
| <b>Miscellaneous Construction</b>                       |                                                 |                 |                                                 |                        |              |                      |                     |      |                 |
| 24 Permit Issuance Fee                                  | \$208                                           | \$174           | \$174                                           | 100%                   |              | (\$34)               | -17%                |      | Y               |
| 25 Equipment Installation                               |                                                 |                 |                                                 |                        |              |                      |                     |      |                 |
| a) Each Type - Plan Review                              | \$514                                           | \$554           | \$554                                           | 100%                   |              | \$40                 | 8%                  |      | Y               |
| b) Each 2 pieces or fraction thereof - Inspection       | \$486                                           | \$486           | \$486                                           | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 26 Racks, each type                                     |                                                 |                 |                                                 |                        |              |                      |                     |      |                 |
| a) Each Rack Type                                       | \$879                                           | \$919           | \$919                                           | 100%                   |              | \$39                 | 4%                  |      | Y               |
| b) Each 5 racks or fraction thereof                     | \$243                                           | \$243           | \$243                                           | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 27 Roof Screen                                          | \$1,122                                         | \$1,162         | \$1,162                                         | 100%                   |              | \$39                 | 3%                  | [a]  | Y               |



**City of Milpitas**  
**BUILDING SAFETY - MISCELLANEOUS**

| Fee Description                                          | Current Fee | Cost of Service | Proposed Fee | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|----------------------------------------------------------|-------------|-----------------|--------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| 28 Fences                                                | \$1,122     | \$1,162         | \$1,162      | 100%                   |              | \$39                 | 3%                  | [a]  | Y               |
| 29 Monument Sign                                         |             |                 |              |                        |              |                      |                     |      |                 |
| a) Each Piece - Not Electrical                           | \$744       | \$763           | \$763        | 100%                   |              | \$19                 | 3%                  | [a]  | Y               |
| b) Each Piece - Including Electrical                     | \$930       | \$954           | \$954        | 100%                   |              | \$24                 | 3%                  | [a]  | Y               |
| 30 Wall Mounted Sign                                     |             |                 |              |                        |              |                      |                     |      |                 |
| a) Not Electrical                                        | \$500       | \$520           | \$520        | 100%                   |              | \$20                 | 4%                  | [a]  | Y               |
| b) Including Electrical                                  | \$686       | \$711           | \$711        | 100%                   |              | \$24                 | 4%                  | [a]  | Y               |
| 31 Solar Permit                                          |             |                 |              |                        |              |                      |                     |      |                 |
| a) 50kW or less                                          | \$1,000     |                 | \$1,000      |                        |              | \$0                  | 0%                  |      | N               |
| b) 50kW – 250kW – Base                                   | \$1,000     |                 | \$1,000      |                        | base         | \$0                  | 0%                  |      | N               |
| c) 50kW – 250kW – per kW above 50kW                      | \$7         |                 | \$7          |                        | per kW       | \$0                  | 0%                  |      | N               |
| d) Above 250kW – base                                    | \$2,400     |                 | \$2,400      |                        | base         | \$0                  | 0%                  |      | N               |
| e) Above 250kW – per kW                                  | \$5         |                 | \$5          |                        | per kW       | \$0                  | 0%                  |      | N               |
| 32 Solar Thermal                                         |             |                 |              |                        |              |                      |                     |      |                 |
| a) 30kWth or less                                        | \$1,000     |                 | \$1,000      |                        |              | \$0                  | 0%                  |      | N               |
| b) 30kWth – 260kWth – Base                               | \$1,000     |                 | \$1,000      |                        | base         | \$0                  | 0%                  |      | N               |
| c) 30kWth – 260kWth – per kWth above 30kWth              | \$7         |                 | \$7          |                        | per kWth     | \$0                  | 0%                  |      | N               |
| d) 260+ kWth – Base                                      | \$2,610     |                 | \$2,610      |                        | base         | \$0                  | 0%                  |      | N               |
| e) 260+ kWth – per kWth above 260kWth                    | \$5         |                 | \$5          |                        | per kWth     | \$0                  | 0%                  |      | N               |
| 33 Demolition Permit                                     |             |                 |              |                        |              |                      |                     |      |                 |
| a) Equipment Demolition:                                 |             |                 |              |                        |              |                      |                     |      |                 |
| i) First 4 Pieces                                        | \$598       | \$260           | \$260        | 100%                   |              | (\$338)              | -56%                | [a]  | Y               |
| ii) Fee for Each Additional 4 Pieces or Fraction Thereof | \$598       | \$122           | \$122        | 100%                   |              | (\$476)              | -80%                | [a]  | Y               |
| b) Interior Non-Structural Demolition                    | \$598       | \$625           | \$625        | 100%                   |              | \$27                 | 4%                  | [a]  | Y               |
| c) Total Building Demolition                             | \$598       | \$868           | \$868        | 100%                   |              | \$270                | 45%                 | [a]  | Y               |
| 34 Window, Skylight or Exterior Door Replacement         |             |                 |              |                        |              |                      |                     |      |                 |
| a) Plan Check Fee - (min. 1 hr) - per hour               | varies      | \$277           | \$277        | 100%                   | per hour     | varies               | varies              |      | Y               |
| b) Inspection Fee                                        |             |                 |              |                        |              |                      |                     |      |                 |
| i) up to 2                                               | varies      | \$486           | \$486        | 100%                   |              | varies               | varies              |      | Y               |
| ii) 3-10                                                 | varies      | \$972           | \$972        | 100%                   |              | varies               | varies              |      | Y               |
| iii) above 10 - base                                     | varies      | \$972           | \$972        | 100%                   |              | varies               | varies              |      | Y               |
| iv) above 10 - each 10 or fraction thereof               | varies      | \$243           | \$243        | 100%                   |              | varies               | varies              |      | Y               |

**City of Milpitas**  
**BUILDING SAFETY - MISCELLANEOUS**

| Fee Description                                                                     | Current Fee                                     | Cost of Service | Proposed Fee                                    | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|-------------------------------------------------------------------------------------|-------------------------------------------------|-----------------|-------------------------------------------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| 35 Kiosks                                                                           |                                                 |                 |                                                 |                        |              |                      |                     |      |                 |
| a) Plan Check Fee - (min. 1 hr) - per hour                                          | varies                                          | \$277           | \$277                                           | 100%                   | per hour     | varies               | varies              |      | Y               |
| b) Inspection Fee                                                                   |                                                 |                 |                                                 |                        |              |                      |                     |      |                 |
| i) up to 200 sq ft                                                                  | varies                                          | \$243           | \$243                                           | 100%                   |              | varies               | varies              |      | Y               |
| ii) above 200 sq ft                                                                 | varies                                          | \$486           | \$486                                           | 100%                   |              | varies               | varies              |      | Y               |
| 36 Miscellaneous Construction Not Listed                                            | See hourly rates for Plan Review and Inspection |                 | See hourly rates for Plan Review and Inspection |                        |              | varies               | varies              |      | N               |
| <b>Other Plan Check, Inspection and Permit Fees</b>                                 |                                                 |                 |                                                 |                        |              |                      |                     |      |                 |
| 37 Certificate of Occupancy (inspection, record review, printing)                   |                                                 |                 |                                                 |                        |              |                      |                     |      |                 |
| a) Tenant space up to 400 sq ft                                                     | \$252                                           | \$252           | \$252                                           | 100%                   |              | \$0                  | 0%                  |      | Y               |
| b) Tenant space over 400 sq ft                                                      | \$756                                           | \$738           | \$738                                           | 100%                   |              | (\$18)               | -2%                 |      | Y               |
| 38 Temporary Building Permit Issuance ***                                           | \$466                                           | \$451           | \$451                                           | 100%                   |              | (\$15)               | -3%                 |      | Y               |
| 39 Accessibility Exception Request                                                  | \$619                                           | \$641           | \$641                                           | 100%                   |              | \$22                 | 4%                  |      | Y               |
| 40 Christmas Tree Lot                                                               | \$347                                           | \$330           | \$330                                           | 100%                   |              | (\$17)               | -5%                 |      | Y               |
| 41 Faithful Performance Bond Execution                                              | \$361                                           | \$364           | \$364                                           | 100%                   |              | \$3                  | 1%                  |      | Y               |
| 42 Inspection Investigation Fee (Construction w/o Permits, Per MMC)                 | 100% of insp. Fee                               |                 | 100% of insp. Fee                               |                        |              | varies               | varies              |      | N               |
| <b>RESIDENTIAL, MULTI-FAMILY, COMMERCIAL, AND MEP FEES</b>                          |                                                 |                 |                                                 |                        |              |                      |                     | [b]  |                 |
| <b>Grading</b>                                                                      |                                                 |                 |                                                 |                        |              |                      |                     |      |                 |
| 43 Permit Issuance Fee                                                              | \$208                                           | \$174           | \$174                                           | 100%                   |              | (\$34)               | -17%                |      | Y               |
| 44 Plan Check                                                                       |                                                 |                 |                                                 |                        |              |                      |                     |      |                 |
| a) 0 - 10,000 Cubic Yards                                                           | \$514                                           | \$554           | \$554                                           | 100%                   |              | \$40                 | 8%                  |      | Y               |
| b) Add for each additional 10,000 CY or fraction thereof                            | \$129                                           | \$139           | \$139                                           | 100%                   |              | \$10                 | 8%                  |      | Y               |
| c) Over 100,000 Cubic Yards                                                         | \$1,672                                         | \$1,801         | \$1,801                                         | 100%                   |              | \$129                | 8%                  |      | Y               |
| d) Over 100,000 Cubic Yards – add for each additional 10,000 CY or fraction thereof | \$64                                            | \$69            | \$69                                            | 100%                   |              | \$5                  | 8%                  |      | Y               |
| 45 Inspection                                                                       |                                                 |                 |                                                 |                        |              |                      |                     |      |                 |
| a) 0 - 10,000 Cubic Yards                                                           | \$851                                           | \$851           | \$851                                           | 100%                   |              | (\$1)                | 0%                  |      | Y               |
| b) Add for each additional 10,000 CY or fraction thereof                            | \$122                                           | \$122           | \$122                                           | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| c) Over 100,000 Cubic Yards                                                         | \$1,946                                         | \$1,944         | \$1,944                                         | 100%                   |              | (\$2)                | 0%                  |      | Y               |
| d) Over 100,000 Cubic Yards – add for each additional 10,000 CY or fraction thereof | \$61                                            | \$61            | \$61                                            | 100%                   |              | (\$0)                | 0%                  |      | Y               |

**City of Milpitas**  
**BUILDING SAFETY - MISCELLANEOUS**

| Fee Description         |                                              | Current Fee | Cost of Service | Proposed Fee | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|-------------------------|----------------------------------------------|-------------|-----------------|--------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| <b>Site Improvement</b> |                                              |             |                 |              |                        |              |                      |                     |      |                 |
| 46                      | Permit Issuance                              | \$208       | \$174           | \$174        | 100%                   |              | (\$34)               | -17%                |      | Y               |
| 47                      | Plan Check                                   |             |                 |              |                        |              |                      |                     |      |                 |
|                         | a) 0-50,000 SF                               | \$2,572     | \$2,770         | \$2,770      | 100%                   |              | \$198                | 8%                  |      | Y               |
|                         | b) 50,001-100,000 SF                         | \$3,600     | \$3,878         | \$3,878      | 100%                   |              | \$278                | 8%                  |      | Y               |
|                         | c) 100,001-500,000 SF                        | \$10,287    | \$11,080        | \$11,080     | 100%                   |              | \$793                | 8%                  |      | Y               |
|                         | d) 500,001+ SF                               | \$1.54      | \$1.66          | \$1.66       | 100%                   | per 100 SF   | \$0.12               | 8%                  |      | Y               |
| 48                      | Inspection                                   |             |                 |              |                        |              |                      |                     |      |                 |
|                         | a) 0-50,000 SF                               | \$3,892     | \$3,888         | \$3,888      | 100%                   |              | (\$4)                | 0%                  |      | Y               |
|                         | b) 50,001-100,000 SF                         | \$5,838     | \$5,832         | \$5,832      | 100%                   |              | (\$6)                | 0%                  |      | Y               |
|                         | c) 100,001-500,000 SF                        | \$12,162    | \$12,150        | \$12,150     | 100%                   |              | (\$12)               | 0%                  |      | Y               |
|                         | d) 500,001+ SF                               | \$2.03      | \$2.03          | \$2.03       | 100%                   | per 100 SF   | (\$0.00)             | 0%                  |      | Y               |
| <b>Pools or Spas</b>    |                                              |             |                 |              |                        |              |                      |                     |      |                 |
| 49                      | Swimming Pool or Spa                         |             |                 |              |                        |              |                      |                     |      |                 |
|                         | a) Private                                   | \$1,105     | \$1,127         | \$1,127      | 100%                   |              | \$22                 | 2%                  | [a]  | Y               |
|                         | b) Public                                    | \$1,741     | \$2,167         | \$2,167      | 100%                   |              | \$426                | 24%                 | [a]  | Y               |
| 50                      | Swimming Pool and Spa Together               |             |                 |              |                        |              |                      |                     |      |                 |
|                         | a) Private                                   | \$1,849     | \$1,890         | \$1,890      | 100%                   |              | \$41                 | 2%                  | [a]  | Y               |
|                         | b) Public                                    | \$2,914     | \$2,930         | \$2,930      | 100%                   |              | \$16                 | 1%                  | [a]  | Y               |
| 51                      | Existing Pools / Spas – Repair or Renovation | \$605       | \$607           | \$607        | 100%                   |              | \$2                  | 0%                  | [a]  | Y               |

**City of Milpitas**  
**BUILDING SAFETY - MISCELLANEOUS**

| Fee Description                                                                  | Current Fee | Cost of Service | Proposed Fee | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|----------------------------------------------------------------------------------|-------------|-----------------|--------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| <b>Re-Roofing</b>                                                                |             |                 |              |                        |              |                      |                     |      |                 |
| 52 Single-Family and Two-Family                                                  | \$712       | \$695           | \$695        | 100%                   |              | (\$18)               | -3%                 | [c]  | Y               |
| 53 Multi-Family, Residential, each building                                      |             |                 |              |                        |              |                      |                     |      |                 |
| a) Roof Area - 1,000 SF or Less                                                  | \$1,145     | \$695           | \$695        | 100%                   |              | (\$450)              | -39%                |      | Y               |
| b) Roof Area - 1,001 SF - 3,500 SF                                               | \$1,145     | \$1,181         | \$1,181      | 100%                   |              | \$36                 | 3%                  |      | Y               |
| c) Roof Area - 3,501 SF - 7,000 SF                                               | \$1,145     | \$1,788         | \$1,788      | 100%                   |              | \$643                | 56%                 |      | Y               |
| d) Roof Area - 7,001 SF - 14,000 SF                                              | \$1,145     | \$2,882         | \$2,882      | 100%                   |              | \$1,737              | 152%                |      | Y               |
| e) Roof Area - 14,001+ SF                                                        |             |                 |              |                        |              |                      |                     |      |                 |
| i) Base Fee for First 14,000 SF Roof Area                                        | \$1,145     | \$2,882         | \$2,882      | 100%                   |              | \$1,737              | 152%                |      | Y               |
| ii) Fee for Each Additional 100 SF or Fraction Thereof                           |             | \$16            | \$16         | 100%                   |              | \$16                 | varies              |      | Y               |
| 54 Commercial/Industrial, each building                                          |             |                 |              |                        |              |                      |                     |      |                 |
| a) Roof Area - 1,000 SF or Less                                                  | \$1,449     | \$938           | \$938        | 100%                   |              | (\$512)              | -35%                |      | Y               |
| b) Roof Area - 1,001 SF - 3,500 SF                                               | \$1,449     | \$1,545         | \$1,545      | 100%                   |              | \$96                 | 7%                  |      | Y               |
| c) Roof Area - 3,501 SF - 7,000 SF                                               | \$1,449     | \$2,274         | \$2,274      | 100%                   |              | \$825                | 57%                 |      | Y               |
| d) Roof Area - 7,001 SF - 14,000 SF                                              | \$1,449     | \$3,611         | \$3,611      | 100%                   |              | \$2,162              | 149%                |      | Y               |
| e) Roof Area - 14,001+ SF                                                        |             |                 |              |                        |              |                      |                     |      |                 |
| i) Base Fee for First 14,000 SF Roof Area                                        | \$1,449     | \$3,611         | \$3,611      | 100%                   |              | \$2,162              | 149%                |      | Y               |
| ii) Fee for Each Additional 100 SF or Fraction Thereof                           |             | \$20            | \$20         | 100%                   |              | \$20                 | varies              |      | Y               |
| <b>Miscellaneous Fee</b>                                                         |             |                 |              |                        |              |                      |                     |      |                 |
| 55 Change of Address                                                             | \$709       | \$694           | \$694        | 100%                   | per request  | (\$15)               | -2%                 |      | Y               |
| 56 Extension of Plan Check                                                       | \$104       | \$87            | \$87         | 100%                   |              | (\$17)               | -17%                |      | Y               |
| 57 Extension of Permit                                                           | \$104       | \$87            | \$87         | 100%                   |              | (\$17)               | -17%                |      | Y               |
| 58 Records Research                                                              | \$104       | \$87            | \$87         | 100%                   |              | (\$17)               | -17%                |      | Y               |
| 59 Records Research with Documentation, per Address                              | \$156       | \$131           | \$131        | 100%                   | per address  | (\$26)               | -17%                |      | Y               |
| 60 Report of Monthly or Yrly Bldg Permit Activity (no charge to public agencies) | \$104       | \$87            | \$87         | 100%                   |              | (\$17)               | -17%                |      | Y               |
| 61 Re-issuing of Building Permit Card                                            | \$69        | \$58            | \$58         | 100%                   |              | (\$11)               | -17%                |      | Y               |
| 62 Alternative Materials or Methods of Construction                              | \$772       | \$831           | \$831        | 100%                   |              | \$59                 | 8%                  |      | Y               |

# City of Milpitas

## BUILDING SAFETY - MISCELLANEOUS

| Fee Description                                                     | Current Fee       | Cost of Service | Proposed Fee      | Proposed Cost Recovery | Charge Basis     | Proposed Change (\$) | Proposed Change (%) | Note           | Yearly Inflator |
|---------------------------------------------------------------------|-------------------|-----------------|-------------------|------------------------|------------------|----------------------|---------------------|----------------|-----------------|
| <b>Other Plan Check and Inspection Permit Fees</b>                  |                   |                 |                   |                        |                  |                      |                     |                |                 |
| 63 Inspection Investigation Fee (Construction w/o Permits, Per MMC) | 100% of insp. Fee |                 | 100% of insp. Fee |                        |                  | varies               | varies              |                | N               |
| 64 Reinspection Fee - per reinspection                              | \$365             | \$365           | \$365             | 100%                   | per reinspection | (\$0)                | 0%                  |                | Y               |
| <del>65 Demolition Permit</del>                                     | <del>\$598</del>  |                 |                   |                        |                  |                      |                     | <del>{a}</del> |                 |
| 65 Revision / Deferred Submittal Plan Check - per hour              | \$257             | \$277           | \$277             | 100%                   | per hour         | \$20                 | 8%                  |                | Y               |
| 66 Digitizing                                                       |                   |                 |                   |                        |                  |                      |                     |                |                 |
| a) Document Size up to 11"x17"                                      |                   |                 |                   |                        |                  |                      |                     |                |                 |
| i) 1st 10 pages                                                     | \$1               |                 | \$1               |                        | each             | \$0                  | 0%                  |                | N               |
| ii) Each additional page                                            | \$0.50            |                 | \$0.50            |                        | each             | \$0.00               | 0%                  |                | N               |
| b) Document Size Larger than 11"x17"                                | \$4               |                 | \$4               |                        | per page         | \$0                  | 0%                  |                | N               |
| <b>Hourly Rates</b>                                                 |                   |                 |                   |                        |                  |                      |                     |                |                 |
| 67 Hourly Rates - Normal Business Hours                             |                   |                 |                   |                        |                  |                      |                     |                |                 |
| a) Plan Check                                                       | \$257             | \$277           | \$277             | 100%                   |                  | \$20                 | 8%                  |                | Y               |
| b) Inspection                                                       | \$243             | \$243           | \$243             | 100%                   |                  | (\$0)                | 0%                  |                | Y               |
| 68 Hourly Rates - Afterhours (Overtime)                             |                   |                 |                   |                        |                  |                      |                     |                |                 |
| a) Plan Check                                                       | \$308             | \$332           | \$332             | 100%                   |                  | \$25                 | 8%                  |                | Y               |
| b) Inspection                                                       | \$289             | \$292           | \$292             | 100%                   |                  | \$2                  | 1%                  |                | Y               |
| <b>Standard Permitting Fees</b>                                     |                   |                 |                   |                        |                  |                      |                     |                |                 |
| 69 Community Planning Fee - % of Building Permit                    | 5.00%             |                 | 5.00%             |                        |                  |                      | 0.00%               |                | N               |
| 70 Technology Fee - % of Building Permit                            | 3.80%             |                 | 3.80%             |                        |                  |                      | 0.00%               |                | N               |

**City of Milpitas**  
**BUILDING SAFETY - MISCELLANEOUS**

| Fee Description                                                     | Current Fee    | Cost of Service | Proposed Fee   | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|---------------------------------------------------------------------|----------------|-----------------|----------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| <b>State Fees</b>                                                   |                |                 |                |                        |              |                      |                     |      |                 |
| 71 Strong Motion Instrumentation and Seismic Hazard Mapping Fees: * |                |                 |                |                        |              |                      |                     |      |                 |
| a) Category 1 - Residential - Min Fee = \$0.50                      | Val. x 0.00013 |                 | Val. x 0.00013 |                        |              | \$0                  | 0%                  |      | N               |
| b) Category 2 - All Other Buildings - Min Fee = \$0.50              | Val. x 0.00028 |                 | Val. x 0.00028 |                        |              | \$0                  | 0%                  |      | N               |
| 72 Building Standards Administration Special Revolving Fund: *      |                |                 |                |                        |              |                      |                     |      |                 |
| Permit Valuation                                                    |                |                 |                |                        |              |                      |                     |      |                 |
| a) \$1-\$25,000                                                     | \$1            |                 | \$1            |                        |              | \$0                  | 0%                  |      | N               |
| b) \$25,001 - \$50,000                                              | \$2            |                 | \$2            |                        |              | \$0                  | 0%                  |      | N               |
| c) \$50,001 - \$75,000                                              | \$3            |                 | \$3            |                        |              | \$0                  | 0%                  |      | N               |
| d) \$75,001 - \$100,000                                             | \$4            |                 | \$4            |                        |              | \$0                  | 0%                  |      | N               |
| e) Every \$25,000 or fraction thereof above \$100,000               | \$1            |                 | \$1            |                        |              | \$0                  | 0%                  |      | N               |
| <b>ELECTRICAL</b>                                                   |                |                 |                |                        |              |                      |                     |      |                 |
| 73 Electrical Permit Issuance **                                    | \$208          | \$174           | \$174          | 100%                   |              | (\$34)               | -17%                |      | Y               |
| 74 Plan Check Fee - ( min. 1 hr) - per hour                         | \$257          | \$277           | \$277          | 100%                   | per hour     | \$20                 | 8%                  |      | Y               |
| 75 Receptacle Outlets, multiple on one circuit                      |                |                 |                |                        |              |                      |                     |      |                 |
| a) First 20                                                         | \$122          | \$122           | \$122          | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| b) Each additional 20                                               | \$101          | \$122           | \$122          | 100%                   |              | \$20                 | 20%                 |      | Y               |
| 76 Receptacles or Junction box, fed from dedicated circuit - each   | \$61           | \$61            | \$61           | 100%                   | each         | (\$0)                | 0%                  |      | Y               |
| 77 Switches, Dimmers, Occupancy sensors, Sensor Power Packs, etc.   |                |                 |                |                        |              |                      |                     |      |                 |
| a) First 20                                                         | \$122          | \$122           | \$122          | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| b) Each additional 20                                               | \$101          | \$122           | \$122          | 100%                   |              | \$20                 | 20%                 |      | Y               |
| 78 Lighting Fixtures, Sockets                                       |                |                 |                |                        |              |                      |                     |      |                 |
| a) First 20                                                         | \$122          | \$122           | \$122          | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| b) Each additional 20                                               | \$101          | \$122           | \$122          | 100%                   |              | \$20                 | 20%                 |      | Y               |
| 79 Track lighting with fixtures - per linear feet                   | \$1.22         | \$1.22          | \$1.22         | 100%                   |              | (\$0.00)             | 0%                  |      | Y               |
| 80 Pole/Platform-Mounted/Theatrical Fixtures - each                 | \$61           | \$61            | \$61           | 100%                   | each         | (\$0)                | 0%                  |      | Y               |
| 81 Circuit Breaker Panel/Subpanel, Lighting Control Panel – each    | \$101          | \$122           | \$122          | 100%                   | each         | \$20                 | 20%                 |      | Y               |

**City of Milpitas**  
**BUILDING SAFETY - MISCELLANEOUS**

| Fee Description                                                    | Current Fee | Cost of Service | Proposed Fee | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|--------------------------------------------------------------------|-------------|-----------------|--------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| 82 Residential Equipment, hardwired from dedicated circuit – each  | \$61        | \$61            | \$61         | 100%                   | each         | (\$0)                | 0%                  |      | Y               |
| 83 Commercial Equipment, hardwired from dedicated circuit – each   | \$101       | \$122           | \$122        | 100%                   | each         | \$20                 | 20%                 |      | Y               |
| 84 Power pole for cubicles                                         | \$61        | \$61            | \$61         | 100%                   | each         | (\$0)                | 0%                  |      | Y               |
| 85 Generator                                                       |             |                 |              |                        |              |                      |                     |      |                 |
| a) Portable                                                        | \$122       | \$122           | \$122        | 100%                   | each         | (\$0)                | 0%                  |      | Y               |
| b) 10 kW or less                                                   | \$122       | \$122           | \$122        | 100%                   | each         | (\$0)                | 0%                  |      | Y               |
| c) More than 10 kW                                                 | \$182       | \$182           | \$182        | 100%                   | each         | (\$0)                | 0%                  |      | Y               |
| 86 Electrical vehicle charging station                             |             |                 |              |                        |              |                      |                     |      |                 |
| a) Residential                                                     | \$61        | \$61            | \$61         | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| b) Commercial                                                      | \$101       | \$122           | \$122        | 100%                   |              | \$20                 | 20%                 |      | Y               |
| 87 HEPA filter                                                     |             |                 |              |                        |              |                      |                     |      |                 |
| a) First 20                                                        | \$122       | \$122           | \$122        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| b) Each additional 20                                              | \$101       | \$122           | \$122        | 100%                   |              | \$20                 | 20%                 |      | Y               |
| 88 Time Clock                                                      | \$61        | \$61            | \$61         | 100%                   | each         | (\$0)                | 0%                  |      | Y               |
| 89 Sign, lighting systems from one branch circuit                  |             |                 |              |                        |              |                      |                     |      |                 |
| a) First one                                                       | \$243       | \$243           | \$243        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| b) Each additional                                                 | \$122       | \$122           | \$122        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 90 Services                                                        |             |                 |              |                        |              |                      |                     |      |                 |
| a) Not over 200 amps (new or change) – each                        | \$122       | \$122           | \$122        | 100%                   | each         | (\$0)                | 0%                  |      | Y               |
| b) 201 amps - 1000 amps (new or change)                            | \$243       | \$243           | \$243        | 100%                   | each         | (\$0)                | 0%                  |      | Y               |
| c) Over 1000 amperes (new or change)                               | \$304       | \$304           | \$304        | 100%                   | each         | (\$0)                | 0%                  |      | Y               |
| 91 Power Apparatus (UPS) or Transformer                            | \$101       | \$122           | \$122        | 100%                   | each         | \$20                 | 20%                 |      | Y               |
| 92 Miscellaneous Apparatus, Conduits & Conductors                  | \$101       | \$122           | \$122        | 100%                   | each         | \$20                 | 20%                 |      | Y               |
| 93 Construction Temporary Power Pole with service panel, each pole | \$122       | \$122           | \$122        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 94 Elevator                                                        | \$243       | \$243           | \$243        | 100%                   | each         | (\$0)                | 0%                  |      | Y               |
| 95 Special Circuitry, per circuit                                  | \$101       | \$122           | \$122        | 100%                   | per circuit  | \$20                 | 20%                 |      | Y               |

**City of Milpitas**  
**BUILDING SAFETY - MISCELLANEOUS**

| Fee Description                                                        | Current Fee | Cost of Service | Proposed Fee | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|------------------------------------------------------------------------|-------------|-----------------|--------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| <b>MECHANICAL</b>                                                      |             |                 |              |                        |              |                      |                     |      |                 |
| 96 Mechanical Permit Issuance **                                       | \$208       | \$174           | \$174        | 100%                   |              | (\$34)               | -17%                |      | Y               |
| 97 Plan Check Fee (min.1 hr)                                           | \$257       | \$277           | \$277        | 100%                   | per hour     | \$20                 | 8%                  |      | Y               |
| 98 Install Furnace or Heater, Residential (not including duct work)    | \$162       | \$182           | \$182        | 100%                   |              | \$20                 | 12%                 |      | Y               |
| 99 Install, Relocate, Replace Flue Vent (not including with appliance) | \$122       | \$122           | \$122        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 100 Install Hood with Mechanical Exhaust                               |             |                 |              |                        |              |                      |                     |      |                 |
| a) Residential                                                         | \$101       | \$122           | \$122        | 100%                   |              | \$20                 | 20%                 |      | Y               |
| b) Commercial                                                          | \$243       | \$243           | \$243        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 101 Duct Work per VAV or Single Zone System                            | \$101       | \$122           | \$122        | 100%                   |              | \$20                 | 20%                 |      | Y               |
| 102 Install Industrial-type Incinerator                                | \$182       | \$182           | \$182        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 103 Install                                                            |             |                 |              |                        |              |                      |                     |      |                 |
| a) Boiler (each)                                                       | \$122       | \$122           | \$122        | 100%                   | each         | (\$0)                | 0%                  |      | Y               |
| b) Condenser, VAV or Fan Coil 0-5 ton <2000 CFM (each)                 | \$122       | \$122           | \$122        | 100%                   | each         | (\$0)                | 0%                  |      | Y               |
| c) Condenser, VAV or Fan Coil Over 5 ton >2000 CFM (each)              | \$243       | \$243           | \$243        | 100%                   | each         | (\$0)                | 0%                  |      | Y               |
| 104 Roof-top HVAC package unit including duct work                     | \$243       | \$243           | \$243        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 105 Dryer vent                                                         |             |                 |              |                        |              |                      |                     |      |                 |
| a) Dryer vent, residential                                             | \$101       | \$122           | \$122        | 100%                   | each         | \$20                 | 20%                 |      | Y               |
| b) Dryer vent, commercial                                              | \$243       | \$243           | \$243        | 100%                   | each         | (\$0)                | 0%                  |      | Y               |
| 106 Pump                                                               | \$182       | \$182           | \$182        | 100%                   | each         | (\$0)                | 0%                  |      | Y               |
| 107 Install/Replace Fire or Fire/Smoke Dampers - 5 (or portion of)     | \$122       | \$122           | \$122        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 108 Non-portable Evaporative Cooler                                    | \$182       | \$182           | \$182        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 109 Single Bathroom Ventilation Fan and Duct                           | \$101       | \$122           | \$122        | 100%                   |              | \$20                 | 20%                 |      | Y               |
| 110 Ventilation System, not HVAC                                       | \$122       | \$122           | \$122        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 111 Other Regulated Appliance                                          | \$182       | \$182           | \$182        | 100%                   |              | (\$0)                | 0%                  |      | Y               |



**City of Milpitas**  
**BUILDING SAFETY - MISCELLANEOUS**

| Fee Description                                                                                 | Current Fee | Cost of Service | Proposed Fee | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|-------------------------------------------------------------------------------------------------|-------------|-----------------|--------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| 112 Process Piping                                                                              |             |                 |              |                        |              |                      |                     |      |                 |
| a) Hazardous process piping system                                                              |             |                 |              |                        |              |                      |                     |      |                 |
| i) First 4 outlets                                                                              | \$182       | \$182           | \$182        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| ii) Over 4 outlets - per outlet                                                                 | \$101       | \$122           | \$122        | 100%                   | per outlet   | \$20                 | 20%                 |      | Y               |
| b) Non-Hazardous process piping system                                                          |             |                 |              |                        |              |                      |                     |      |                 |
| i) First 4 outlets                                                                              | \$182       | \$182           | \$182        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| ii) Over 4 outlets - per outlet                                                                 | \$101       | \$122           | \$122        | 100%                   | per outlet   | \$20                 | 20%                 |      | Y               |
| <b>PLUMBING</b>                                                                                 |             |                 |              |                        |              |                      |                     |      |                 |
| 113 Plumbing Permit Issuance **                                                                 | \$208       | \$174           | \$174        | 100%                   |              | (\$34)               | -17%                |      | Y               |
| 114 Plan Check Fee (min. 1 hr) - per hour                                                       | \$257       | \$277           | \$277        | 100%                   | per hour     | \$20                 | 8%                  |      | Y               |
| 115 Plumbing Fixtures                                                                           |             |                 |              |                        |              |                      |                     |      |                 |
| a) First 5 traps (or portion of)                                                                | \$182       | \$182           | \$182        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| b) Each Additional trap                                                                         | \$101       | \$122           | \$122        | 100%                   |              | \$20                 | 20%                 |      | Y               |
| 116 Building Drain or Sewer (New or Replacement)                                                | \$182       | \$182           | \$182        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 117 Rain Water Drainage System                                                                  | \$122       | \$122           | \$122        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 118 Water Heater and Vent                                                                       | \$182       | \$182           | \$182        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 119 Gas Piping System - (each appliance)                                                        | \$122       | \$122           | \$122        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 120 Automatic Gas Shut-off Device (Seismic or Excess Flow) if not part of new gas piping system | \$122       | \$122           | \$122        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 121 Industrial Waste Pre-Treatment System                                                       | \$243       | \$243           | \$243        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 122 Grease Trap                                                                                 | \$182       | \$182           | \$182        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 123 Grease Interceptor                                                                          | \$243       | \$243           | \$243        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 124 Water System Installation                                                                   |             |                 |              |                        |              |                      |                     |      |                 |
| a) New                                                                                          | \$365       | \$365           | \$365        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| b) Re-pipe                                                                                      | \$243       | \$243           | \$243        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 125 Pump                                                                                        | \$182       | \$182           | \$182        | 100%                   | each         | (\$0)                | 0%                  |      | Y               |
| 126 Repair/Alteration of Drain/Vent                                                             | \$182       | \$182           | \$182        | 100%                   |              | (\$0)                | 0%                  |      | Y               |

**City of Milpitas**  
**BUILDING SAFETY - MISCELLANEOUS**

| Fee Description                         | Current Fee | Cost of Service | Proposed Fee | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|-----------------------------------------|-------------|-----------------|--------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| 127 Landscape Sprinkler System          | \$182       | \$182           | \$182        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 128 Landscape Reclaim Water             | \$304       | \$304           | \$304        | 100%                   | per valve    | (\$0)                | 0%                  |      | Y               |
| 129 Backflow Protection                 |             |                 |              |                        |              |                      |                     |      |                 |
| a) first 5                              | \$182       | \$182           | \$182        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| b) each additional 5 (or portion of)    | \$101       | \$122           | \$122        | 100%                   |              | \$20                 | 20%                 |      | Y               |
| 130 Reclaim Water System, No Irrigation | \$365       | \$365           | \$365        | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 131 Private Sewage Disposal System      | \$122       | \$122           | \$122        | 100%                   |              | (\$0)                | 0%                  |      | Y               |

\* Fees set by the State of California and are subject to change.

\*\* Permit issuance fee. When more than one specialty permit (electrical, mechanical, plumbing) is concurrently issued to one applicant, only one permit issuance fee will be charged.

\*\*\* Full permit fees of the main building permit shall be paid prior to issuance of the temporary building permit.

[a] 60% of the permit fee is considered inspection fee for the purpose of processing refund request and applying inspection investigation fee.

[b] Each fee listed in this schedule is based on the estimated service time required to perform a standard service request. Additional fees may be charged on an hourly basis should the staff time spent exceed the allotted time based on the fees charged.

[c] Re-roofing fees assume no plan check required. Additional plan check fees will be charged on an hourly basis, should plan check be required.

**City of Milpitas**  
**BUILDING SAFETY - MOBILEHOME PERMIT**

| Fee Description                                             | Current Fee                        | Cost of Service | Proposed Fee                       | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|-------------------------------------------------------------|------------------------------------|-----------------|------------------------------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| <b>Mobilehome Permit Fees</b>                               |                                    |                 |                                    |                        |              |                      |                     |      |                 |
| 1 Permit Issuance Fee                                       | \$209                              | \$174           | \$174                              | 100%                   | each         | (\$35)               | -17%                |      | Y               |
| 2 Permits with HCD Standard Plan Approval:                  | See Item A                         |                 | See Item A                         |                        | each         |                      |                     |      | N               |
| a) Mobile Home (MH) Unit Installation                       | \$196 min.                         |                 | \$196 min.                         |                        | each         |                      |                     |      | N               |
| b) MH Unit Foundation System                                | Table B                            |                 | Table B                            |                        | each         |                      |                     |      | N               |
| c) Accessory building and structure, and building component | Table B                            |                 | Table B                            |                        | each         |                      |                     | [a]  | N               |
| d) Plumbing                                                 | Table C                            |                 | Table C                            |                        | each         |                      |                     |      | N               |
| e) Mechanical                                               | Table D                            |                 | Table D                            |                        | each         |                      |                     |      | N               |
| f) Electrical                                               | Table E                            |                 | Table E                            |                        | each         |                      |                     |      | N               |
| g) Plan Review                                              | N/A                                |                 | N/A                                |                        | each         |                      |                     |      | N               |
| 3 Permits without HCD Standard Plan Approval:               | See Item A                         |                 | See Item A                         |                        | each         |                      |                     |      | N               |
| a) Accessory building and structure, and building component | Table B                            |                 | Table B                            |                        | each         |                      |                     | [a]  | N               |
| b) Plumbing                                                 | Table C                            |                 | Table C                            |                        | each         |                      |                     |      | N               |
| c) Mechanical                                               | Table D                            |                 | Table D                            |                        | each         |                      |                     |      | N               |
| d) Electrical                                               | Table E                            |                 | Table E                            |                        | each         |                      |                     |      | N               |
| e) Plan Review                                              |                                    |                 |                                    |                        |              |                      |                     |      |                 |
| i) First submittal                                          | 1/2 of total permit                |                 | 1/2 of total permit                |                        | each         |                      |                     | [b]  | N               |
| ii) Each resubmittal                                        |                                    |                 |                                    |                        |              |                      |                     |      |                 |
| a) First Hour                                               | \$203                              |                 | \$203                              |                        | each         | \$0                  | 0%                  | [b]  | N               |
| b) Second and subsequent whole hour                         | \$92                               |                 | \$92                               |                        | each         | \$0                  | 0%                  | [b]  | N               |
| c) Each 1/2 hour, or fractional part thereof                | \$46                               |                 | \$46                               |                        | each         | \$0                  | 0%                  | [b]  | N               |
| <b>Item A</b>                                               |                                    |                 |                                    |                        |              |                      |                     |      |                 |
| 4 Permit Fees                                               |                                    |                 |                                    |                        |              |                      |                     |      |                 |
| a) First Inspection:                                        |                                    |                 |                                    |                        |              |                      |                     |      |                 |
| i) First Hour                                               | Sum of all categories (\$196 min.) |                 | Sum of all categories (\$196 min.) |                        | each         |                      |                     |      | N               |
| ii) Second and subsequent whole hour                        | \$82                               |                 | \$82                               |                        | each         | \$0                  | 0%                  |      | N               |
| iii) Each 1/2 hour, or fractional part thereof              | \$41                               |                 | \$41                               |                        | each         | \$0                  | 0%                  |      | N               |
| b) Re-Inspection (Each subsequent inspection)               |                                    |                 |                                    |                        |              |                      |                     |      |                 |
| i) First Hour                                               | \$178                              |                 | \$178                              |                        | each         | \$0                  | 0%                  |      | N               |
| ii) Second and subsequent whole hour                        | \$82                               |                 | \$82                               |                        | each         | \$0                  | 0%                  |      | N               |
| iii) Each 1/2 hour, or fractional part thereof              | \$41                               |                 | \$41                               |                        | each         | \$0                  | 0%                  |      | N               |

**City of Milpitas**  
**BUILDING SAFETY - MOBILEHOME PERMIT**

| Fee Description                                                            | Current Fee | Cost of Service | Proposed Fee | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|----------------------------------------------------------------------------|-------------|-----------------|--------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| <b>Table B: Construction Permit Fee</b>                                    |             |                 |              |                        |              |                      |                     |      |                 |
| 5 Total Valuation                                                          |             |                 |              |                        |              |                      |                     |      |                 |
| a) Up to \$2,000                                                           | \$45.00     |                 | \$45.00      |                        | each         | \$0.00               | 0%                  |      | N               |
| b) \$2,001 - \$25,000                                                      |             |                 |              |                        |              |                      |                     |      |                 |
| i) Base fee for first \$2,000                                              | \$45.00     |                 | \$45.00      |                        | each         | \$0.00               | 0%                  |      | N               |
| ii) Fee for each additional \$1,000 or fraction thereof, up to \$25,000    | \$9.00      |                 | \$9.00       |                        | each         | \$0.00               | 0%                  |      | N               |
| c) \$25,001 - \$50,000                                                     |             |                 |              |                        |              |                      |                     |      |                 |
| i) Base fee for first \$25,000                                             | \$252.00    |                 | \$252.00     |                        | each         | \$0.00               | 0%                  |      | N               |
| ii) Fee for each additional \$1,000 or fraction thereof, up to \$50,000    | \$6.50      |                 | \$6.50       |                        | each         | \$0.00               | 0%                  |      | N               |
| d) \$50,001 - \$100,000                                                    |             |                 |              |                        |              |                      |                     |      |                 |
| i) Base fee for first \$50,000                                             | \$414.50    |                 | \$414.50     |                        | each         | \$0.00               | 0%                  |      | N               |
| ii) Fee for each additional \$1,000 or fraction thereof, up to \$100,000   | \$4.50      |                 | \$4.50       |                        | each         | \$0.00               | 0%                  |      | N               |
| e) \$100,001 - \$500,000                                                   |             |                 |              |                        |              |                      |                     |      |                 |
| i) Base fee for first \$100,000                                            | \$639.50    |                 | \$639.50     |                        | each         | \$0.00               | 0%                  |      | N               |
| ii) Fee for each additional \$1,000 or fraction thereof, up to \$500,000   | \$3.50      |                 | \$3.50       |                        | each         | \$0.00               | 0%                  |      | N               |
| f) \$500,001 - \$1,000,000                                                 |             |                 |              |                        |              |                      |                     |      |                 |
| i) Base fee for first \$500,000                                            | \$2,039.50  |                 | \$2,039.50   |                        | each         | \$0.00               | 0%                  |      | N               |
| ii) Fee for each additional \$1,000 or fraction thereof, up to \$1,000,000 | \$3.00      |                 | \$3.00       |                        | each         | \$0.00               | 0%                  |      | N               |
| g) \$1,000,001 and Greater                                                 |             |                 |              |                        |              |                      |                     |      |                 |
| i) Base fee for first \$1,000,000                                          | \$3,539.50  |                 | \$3,539.50   |                        | each         | \$0.00               | 0%                  |      | N               |
| ii) Fee for each additional \$1,000 or fraction thereof                    | \$2.00      |                 | \$2.00       |                        | each         | \$0.00               | 0%                  |      | N               |

**City of Milpitas**  
**BUILDING SAFETY - MOBILEHOME PERMIT**

| Fee Description                     |                                                                                                                            | Current Fee | Cost of Service | Proposed Fee | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------|-------------|-----------------|--------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| <b>Table C: Plumbing Permit Fee</b> |                                                                                                                            |             |                 |              |                        |              |                      |                     |      |                 |
| 6                                   | Each plumbing fixture, trap, set of fixtures on one trap, including water, drainage piping and backflow protection         | \$3.00      |                 | \$3.00       |                        | each         | \$0.00               | 0%                  |      | N               |
| 7                                   | Each building sewer                                                                                                        | \$14.00     |                 | \$14.00      |                        | each         | \$0.00               | 0%                  |      | N               |
| 8                                   | Each private sewage disposal system                                                                                        | \$14.00     |                 | \$14.00      |                        | each         | \$0.00               | 0%                  |      | N               |
| 9                                   | Each water heater and/or vent                                                                                              | \$7.00      |                 | \$7.00       |                        | each         | \$0.00               | 0%                  |      | N               |
| 10                                  | Each gas piping system for one to five outlets                                                                             | \$7.00      |                 | \$7.00       |                        | each         | \$0.00               | 0%                  |      | N               |
| 11                                  | Each gas piping system for six or more outlets, per outlet                                                                 | \$1.50      |                 | \$1.50       |                        | each         | \$0.00               | 0%                  |      | N               |
| 12                                  | Each gas regulator                                                                                                         | \$1.50      |                 | \$1.50       |                        | each         | \$0.00               | 0%                  |      | N               |
| 13                                  | Each water branch service outlet or outlets at the same location, or each fixture supply                                   | \$1.00      |                 | \$1.00       |                        | each         | \$0.00               | 0%                  |      | N               |
| 14                                  | Each installation of water treating equipment                                                                              | \$7.00      |                 | \$7.00       |                        | each         | \$0.00               | 0%                  |      | N               |
| 15                                  | Alteration or repair of water piping or water treating equipment                                                           | \$7.00      |                 | \$7.00       |                        | each         | \$0.00               | 0%                  |      | N               |
| 16                                  | Alteration or repair of drainage or vent piping                                                                            | \$7.00      |                 | \$7.00       |                        | each         | \$0.00               | 0%                  |      | N               |
| 17                                  | Each lawn sprinkler system on any one meter, including backflow protection devices                                         | \$7.00      |                 | \$7.00       |                        | each         | \$0.00               | 0%                  |      | N               |
| 18                                  | Vacuum breakers or backflow protective devices on tanks, vats, etc., or for installation on unprotected plumbing fixtures: |             |                 |              |                        |              |                      |                     |      |                 |
|                                     | a) One to five                                                                                                             | \$7.00      |                 | \$7.00       |                        | each         | \$0.00               | 0%                  |      | N               |
|                                     | b) Over five, each additional                                                                                              | \$3.00      |                 | \$3.00       |                        | each         | \$0.00               | 0%                  |      | N               |

## City of Milpitas

### BUILDING SAFETY - MOBILEHOME PERMIT

| Fee Description                                                                                                                                                                                                                                    | Current Fee | Cost of Service | Proposed Fee | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------|--------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| <b>Table D: Mechanical Permit Fee</b>                                                                                                                                                                                                              |             |                 |              |                        |              |                      |                     |      |                 |
| 19 The installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 BTU                                                                      | \$14.00     |                 | \$14.00      |                        | each         | \$0.00               | 0%                  |      | N               |
| 20 The installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 BTU                                                                                      | \$21.00     |                 | \$21.00      |                        | each         | \$0.00               | 0%                  |      | N               |
| 21 The installation or relocation of each floor furnace, including vent                                                                                                                                                                            | \$7.00      |                 | \$7.00       |                        | each         | \$0.00               | 0%                  |      | N               |
| 22 The installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater                                                                                                                                      | \$7.00      |                 | \$7.00       |                        | each         | \$0.00               | 0%                  |      | N               |
| 23 The installation, relocation or replacement of each appliance vent installed and not included in an appliance permit                                                                                                                            | \$7.00      |                 | \$7.00       |                        | each         | \$0.00               | 0%                  |      | N               |
| 24 The repair of, alteration of, or addition to each heating appliance, refrigeration unit, comfort cooling unit, absorption unit, or each comfort heating, cooling, absorption, or evaporative cooling system, including installation of controls | \$14.00     |                 | \$14.00      |                        | each         | \$0.00               | 0%                  |      | N               |
| 25 The installation or relocation of each boiler or compressor to and including three horsepower or each absorption system to and including 100,000 BTU                                                                                            | \$14.00     |                 | \$14.00      |                        | each         | \$0.00               | 0%                  |      | N               |
| 26 The installation or relocation of each boiler or compressor over three horsepower or each absorption system over 100,000 BTU                                                                                                                    | \$21.00     |                 | \$21.00      |                        | each         | \$0.00               | 0%                  |      | N               |
| 27 Each air handling unit, including ducts attached thereto                                                                                                                                                                                        | \$7.00      |                 | \$7.00       |                        | each         | \$0.00               | 0%                  |      | N               |
| 28 For each evaporative cooler other than portable type                                                                                                                                                                                            | \$7.00      |                 | \$7.00       |                        | each         | \$0.00               | 0%                  |      | N               |
| 29 For each vent fan connected to a single duct                                                                                                                                                                                                    | \$3.00      |                 | \$3.00       |                        | each         | \$0.00               | 0%                  |      | N               |
| 30 For each vent ventilation system which is not a portion of any heating or air conditioning system authorized by a permit                                                                                                                        | \$7.00      |                 | \$7.00       |                        | each         | \$0.00               | 0%                  |      | N               |
| 31 Each installation of equipment regulated by this chapter for which no other fee is listed                                                                                                                                                       | \$7.00      |                 | \$7.00       |                        | each         | \$0.00               | 0%                  |      | N               |

# City of Milpitas

## BUILDING SAFETY - MOBILEHOME PERMIT

| Fee Description                                                                                                          | Current Fee | Cost of Service | Proposed Fee | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|--------------------------------------------------------------------------------------------------------------------------|-------------|-----------------|--------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| <b>Table E: Electrical Permit Fee</b>                                                                                    |             |                 |              |                        |              |                      |                     |      |                 |
| 32 Each wiring outlet where current is used or controlled, except services, sub-feeders and meter outlets                | \$0.35      |                 | \$0.35       |                        | each         | \$0.00               | 0%                  |      | N               |
| 33 Each fixture, socket or other lamp holding device                                                                     | \$0.35      |                 | \$0.35       |                        | each         | \$0.00               | 0%                  |      | N               |
| 34 Each motor of not more than 50 h.p.                                                                                   | \$4.25      |                 | \$4.25       |                        | each         | \$0.00               | 0%                  |      | N               |
| 35 Each motor of more than 50 h.p.                                                                                       | \$10.50     |                 | \$10.50      |                        | each         | \$0.00               | 0%                  |      | N               |
| 36 Each mercury arc lamp and equipment                                                                                   | \$1.00      |                 | \$1.00       |                        | each         | \$0.00               | 0%                  |      | N               |
| 37 Each range, water heater or clothes dryer installation                                                                | \$7.00      |                 | \$7.00       |                        | each         | \$0.00               | 0%                  |      | N               |
| 38 Each space heater or infrared heat installation                                                                       | \$1.50      |                 | \$1.50       |                        | each         | \$0.00               | 0%                  |      | N               |
| 39 Each stationary cooking unit, oven, or space heater                                                                   | \$1.50      |                 | \$1.50       |                        | each         | \$0.00               | 0%                  |      | N               |
| 40 Each garbage disposer, dishwasher, or fixed motor-operated appliance not exceeding ½ h.p.                             | \$1.50      |                 | \$1.50       |                        | each         | \$0.00               | 0%                  |      | N               |
| 41 Working light in buildings in course of construction or undergoing repairs, or where temporary lighting is to be used | \$3.00      |                 | \$3.00       |                        | each         | \$0.00               | 0%                  |      | N               |
| 42 Each incandescent electric sign                                                                                       | \$1.50      |                 | \$1.50       |                        | each         | \$0.00               | 0%                  |      | N               |
| 43 Electric signs or outline lighting, luminous gas type with: 1 to 4 transformers                                       | \$3.00      |                 | \$3.00       |                        | each         | \$0.00               | 0%                  |      | N               |
| 44 Additional transformers, each                                                                                         | \$0.35      |                 | \$0.35       |                        | each         | \$0.00               | 0%                  |      | N               |
| 45 Each rectifier and synchronous converter, per kw.                                                                     | \$0.35      |                 | \$0.35       |                        | each         | \$0.00               | 0%                  |      | N               |
| 46 Each additional circuit for a mobile home accessory building or structure or other electrical equipment               | \$1.50      |                 | \$1.50       |                        | each         | \$0.00               | 0%                  |      | N               |
| 47 Each service:                                                                                                         |             |                 |              |                        |              |                      |                     |      |                 |
| a) 600 volts or less, not over 200-amperes                                                                               | \$7.00      |                 | \$7.00       |                        | each         | \$0.00               | 0%                  |      | N               |
| b) 600 volts or less, over 200-amperes                                                                                   | \$10.00     |                 | \$10.00      |                        | each         | \$0.00               | 0%                  |      | N               |
| c) Over 600 volts                                                                                                        | \$14.00     |                 | \$14.00      |                        | each         | \$0.00               | 0%                  |      | N               |
| 48 Each installation of equipment regulated by this chapter for which no other fee is listed                             | \$7.00      |                 | \$7.00       |                        | each         | \$0.00               | 0%                  |      | N               |

[a] Accessory buildings and structures, and building components includes but not limited to: awning; deck larger than 12 SF, cabana, ramada, private garage, fence over 6 ft. in height, windbreak over 6 ft. in height.

[b] Only one plan review fee will be charged for identical structures submitted in the same permit application.

# City of Milpitas

## PLANNING

| Fee Description                     |                                                                               | Current Fee          | Cost of Service | Proposed Fee         | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Note    | Yearly Inflator |
|-------------------------------------|-------------------------------------------------------------------------------|----------------------|-----------------|----------------------|------------------------|----------------------|---------------------|---------|-----------------|
| Special Events                      |                                                                               |                      |                 |                      |                        |                      |                     |         |                 |
| 1                                   | Application Type                                                              |                      |                 |                      |                        |                      |                     |         |                 |
|                                     | a) Minor Special Events                                                       |                      |                 |                      |                        |                      |                     |         |                 |
|                                     | i) Permit Fee - Application Complete and Received by Standard Deadline        | \$276                | \$825           | \$284                | 34%                    | \$8                  | 3%                  |         | Y               |
|                                     | ii) Permit Fee - Late Filing                                                  | \$276                | \$1,238         | \$426                | 34%                    | \$150                | 55%                 |         | Y               |
|                                     | b) Regular Special Events                                                     |                      |                 |                      |                        |                      |                     |         |                 |
|                                     | i) Permit Fee - Application Complete and Received by Standard Deadline        | \$1,074              | \$4,077         | \$1,106              | 27%                    | \$32                 | 3%                  |         | Y               |
|                                     | ii) Permit Fee - Late Filing                                                  | \$1,074              | \$6,115         | \$1,659              | 27%                    | \$585                | 55%                 |         | Y               |
|                                     | c) Major Special Events                                                       |                      |                 |                      |                        |                      |                     |         |                 |
|                                     | i) Permit Fee - Application Complete and Received by Standard Deadline        | \$6,706              | \$11,803        | \$6,907              | 59%                    | \$201                | 3%                  |         | Y               |
|                                     | ii) Permit Fee - Late Filing                                                  | \$6,706              | \$17,705        | \$10,361             | 59%                    | \$3,655              | 55%                 |         | Y               |
| 2                                   | Conceptual Review - Planning Staff Only - per meeting                         | \$412                | \$688           | \$688                | 100%                   | \$276                | 67%                 |         | Y               |
| Pre-Application Review              |                                                                               |                      |                 |                      |                        |                      |                     |         |                 |
| 3                                   | Single Family Districts                                                       | \$3,211              | \$4,062         | \$4,062              | 100%                   | \$851                | 27%                 |         | Y               |
| 4                                   | Multi-Family / Non-Residential                                                | \$10,230             | \$11,628        | \$11,628             | 100%                   | \$1,398              | 14%                 |         | Y               |
| Lot Line Adjustment / Parcel Merger |                                                                               |                      |                 |                      |                        |                      |                     |         |                 |
| 5                                   | Lot Line Adjustment / Parcel Merger                                           | See Engineering Fees |                 | See Engineering Fees |                        | No Change            | No Change           |         | N               |
| Tentative Maps                      |                                                                               |                      |                 |                      |                        |                      |                     |         |                 |
| 6                                   | Parcel Map                                                                    | \$15,200             | \$15,508        | \$15,508             | 100%                   | \$308                | 2%                  |         | Y               |
| 7                                   | Tract Map                                                                     | \$22,044             | \$23,008        | \$23,008             | 100%                   | \$964                | 4%                  |         | Y               |
| Minor Site Development              |                                                                               |                      |                 |                      |                        |                      |                     |         |                 |
| 8                                   | Over the Counter Review (Per Hour)                                            |                      |                 |                      |                        |                      |                     |         |                 |
|                                     | a) Planning Review                                                            | \$275                | \$275           | \$275                | 100%                   | (\$0)                | 0%                  |         | Y               |
|                                     | b) Land Development Review (if required)                                      | \$250                | \$250           | \$250                | 100%                   | \$0                  | 0%                  |         | Y               |
| 9                                   | Staff Review - Planning Director, including Telecommunication Facility, Minor | varies               | \$3,740         | \$3,740              | 100%                   | varies               | varies              | [a],[b] | Y               |
| 10                                  | Zoning Administrator                                                          |                      |                 |                      |                        |                      |                     |         |                 |
|                                     | a) Staff Review - Zoning Administrator                                        | \$3,608              | \$6,690         | \$6,690              | 100%                   | \$3,082              | 85%                 | [a],[b] | Y               |
|                                     | b) Staff Review Hillside - Zoning Administrator                               | \$5,017              | \$7,704         | \$7,704              | 100%                   | \$2,687              | 54%                 | [a],[b] | Y               |
| 11                                  | Planning Commission / City Council                                            | \$10,537             | \$10,485        | \$10,485             | 100%                   | (\$52)               | 0%                  | [a],[b] | Y               |



## City of Milpitas

### PLANNING

| Fee Description                     |                                                                                                                  | Current Fee | Cost of Service | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Note    | Yearly Inflator |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------|-------------|-----------------|--------------|------------------------|----------------------|---------------------|---------|-----------------|
| <b>Site Development</b>             |                                                                                                                  |             |                 |              |                        |                      |                     |         |                 |
| 12                                  | Requiring PC / CC Approval                                                                                       | \$20,182    | \$23,012        | \$23,012     | 100%                   | \$2,830              | 14%                 | [a],[b] | Y               |
| 13                                  | Zoning Administrator                                                                                             | \$15,607    | \$17,377        | \$17,377     | 100%                   | \$1,770              | 11%                 | [a],[b] | Y               |
| 14                                  | SB35 Housing Project                                                                                             | \$11,773    | \$13,473        | \$13,473     | 100%                   | \$1,700              | 14%                 | [a],[b] | Y               |
| <b>Minor Conditional Use Permit</b> |                                                                                                                  |             |                 |              |                        |                      |                     |         |                 |
| 15                                  | Staff Review                                                                                                     | \$1,526     | \$3,852         | \$1,926      | 50%                    | \$399                | 26%                 | [a],[b] | Y               |
| 16                                  | Zoning Administrator                                                                                             | \$1,526     | \$7,292         | \$3,646      | 50%                    | \$2,120              | 139%                | [a],[b] | Y               |
| <b>Conditional Use Permit</b>       |                                                                                                                  |             |                 |              |                        |                      |                     |         |                 |
| 17                                  | Single Family Districts                                                                                          | \$742       | \$10,203        | \$5,102      | 50%                    | \$4,360              | 588%                | [a],[b] | Y               |
| 18                                  | Multi-Family / Non-Residential, Including Telecommunication Facility, Major                                      | \$17,144    | \$17,629        | \$17,629     | 100%                   | \$485                | 3%                  | [a],[b] | Y               |
| <b>Temporary Uses</b>               |                                                                                                                  |             |                 |              |                        |                      |                     |         |                 |
| 19                                  | Temporary Use Permit                                                                                             | \$956       | \$1,100         | \$1,100      | 100%                   | \$144                | 15%                 | [a],[b] | Y               |
| <b>Signs</b>                        |                                                                                                                  |             |                 |              |                        |                      |                     |         |                 |
| 20                                  | Major Sign Permit                                                                                                | varies      | \$4,861         | \$4,861      | 100%                   | varies               | varies              | [a],[b] | Y               |
| 21                                  | Minor Sign Permit- Zoning Administrator (freestanding signs greater than 6 feet and less than 10 feet in height) | \$634       | \$3,786         | \$3,786      | 100%                   | \$3,152              | 497%                | [a],[b] | Y               |
| 22                                  | Minor Sign Permit - Planning Director (all other Minor Sign Permits)                                             | \$375       | \$413           | \$413        | 100%                   | \$38                 | 10%                 |         | Y               |
| 23                                  | Temporary Sign Permit (Including Banners)                                                                        | \$130       | \$206           | \$155        | 75%                    | \$25                 | 19%                 |         | Y               |
| 24                                  | Sign Program                                                                                                     | varies      | \$8,250         | \$8,250      | 100%                   | varies               | varies              | [a],[b] | Y               |
| <b>Variance</b>                     |                                                                                                                  |             |                 |              |                        |                      |                     |         |                 |
| 25                                  | Single Family Districts                                                                                          | \$1,128     | \$4,908         | \$4,908      | 100%                   | \$3,780              | 335%                | [a],[b] | Y               |
| 26                                  | Multi-Family / Non-Residential                                                                                   | \$3,474     | \$7,487         | \$7,487      | 100%                   | \$4,013              | 116%                | [a],[b] | Y               |
| <b>Minor Deviation</b>              |                                                                                                                  |             |                 |              |                        |                      |                     |         |                 |
| 27                                  | Minor Deviation                                                                                                  | varies      | \$3,575         | \$3,575      | 100%                   | varies               | varies              | [a],[b] | Y               |
| <b>Reasonable Accommodation</b>     |                                                                                                                  |             |                 |              |                        |                      |                     |         |                 |
| 28                                  | Reasonable Accommodation Request                                                                                 | varies      | \$1,375         | \$688        | 50%                    | varies               | varies              |         | Y               |

## City of Milpitas

### PLANNING

| Fee Description                                                                            | Current Fee       | Cost of Service | Proposed Fee      | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Note    | Yearly Inflator |
|--------------------------------------------------------------------------------------------|-------------------|-----------------|-------------------|------------------------|----------------------|---------------------|---------|-----------------|
| <b>Short-Term Rental</b>                                                                   |                   |                 |                   |                        |                      |                     |         |                 |
| 29 Short-Term Rental - Initial                                                             | \$555             | \$688           | \$688             | 100%                   | \$133                | 24%                 |         | Y               |
| 30 Short-Term Rental - Renewal                                                             | \$555             | \$688           | \$688             | 100%                   | \$133                | 24%                 |         | Y               |
| <b>Deposit-Based Fees</b>                                                                  |                   |                 |                   |                        |                      |                     |         |                 |
| 31 Amendments, General Plan, Zoning, or Specific Plan (Map or Text)                        | \$20,000          |                 | \$20,000          | 100%                   | \$0                  | 0%                  | [a],[b] | N               |
| 32 Development Agreements                                                                  | \$20,000          |                 | \$20,000          | 100%                   | \$0                  | 0%                  | [a],[b] | N               |
| 33 Environmental Review/CEQA clearance                                                     | \$35,000          |                 | \$35,000          | 100%                   | \$0                  | 0%                  | [a],[b] | N               |
| 34 Planned Unit Development                                                                | \$20,000          |                 | \$20,000          | 100%                   | \$0                  | 0%                  | [a],[b] | N               |
| 35 Billboards                                                                              | \$2,500           |                 | \$2,500           | 100%                   | \$0                  | 0%                  | [a],[b] | N               |
| 36 Initial Deposit to Offset Costs of Legal Review, Peer Review, Other Agency Review, etc. | \$5,000           |                 | \$5,000           | 100%                   | \$0                  | 0%                  | [b]     | N               |
| <b>Miscellaneous</b>                                                                       |                   |                 |                   |                        |                      |                     |         |                 |
| 37 Amendments/Modifications to an Existing Permit                                          |                   |                 |                   |                        |                      |                     |         |                 |
| a) Permit Adjustment                                                                       | 25% of permit fee |                 | 25% of permit fee |                        | No Change            | No Change           |         | N               |
| b) Permit Amendment                                                                        | 50% of permit fee |                 | 50% of permit fee |                        | No Change            | No Change           |         | N               |
| 38 Appeal To Planning Commission/City Council                                              | \$2,196           | \$6,875         | \$5,156           | 75%                    | \$2,960              | 135%                | [a],[b] | Y               |
| 39 Time Extensions                                                                         | \$906             | \$3,300         | \$1,650           | 50%                    | \$744                | 82%                 | [a]     | Y               |
| 40 Public Noticing                                                                         | \$633             | \$825           | \$825             | 100%                   | \$192                | 30%                 |         | Y               |
| 41 Copies - per page                                                                       | \$0.10            |                 | \$0.10            |                        | \$0.00               | 0%                  |         | N               |
| 42 Planning Research - per hour                                                            | \$275             | \$275           | \$275             | 100%                   | \$0                  | 0%                  |         | Y               |
| 43 Zoning Conformance Letter                                                               | \$259             | \$344           | \$344             | 100%                   | \$85                 | 33%                 |         | Y               |
| 44 Home Occupation Permit / Business License Review                                        | \$65              | \$138           | \$69              | 50%                    | \$4                  | 6%                  |         | Y               |
| 45 Tree Removal                                                                            | \$263             | \$413           | \$413             | 100%                   | \$150                | 57%                 |         | Y               |

## City of Milpitas

### PLANNING

| Fee Description                             | Current Fee    | Cost of Service | Proposed Fee   | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|---------------------------------------------|----------------|-----------------|----------------|------------------------|----------------------|---------------------|------|-----------------|
| 46 Building Plan Check (Per Hour)           | \$275          | \$275           | \$275          | 100%                   | (\$0)                | 0%                  |      | Y               |
| 47 Building Inspection (Per Inspection)     | \$275          | \$275           | \$275          | 100%                   | (\$0)                | 0%                  |      | Y               |
| 48 Certificate of Occupancy Review          | \$138          | \$206           | \$206          | 100%                   | \$69                 | 50%                 |      | Y               |
| 49 Permit Compliance Review                 | \$548          | \$619           | \$619          | 100%                   | \$70                 | 13%                 |      | Y               |
| 50 Letter of Determination / Interpretation | \$1,097        | \$1,169         | \$1,169        | 100%                   | \$72                 | 7%                  |      | Y               |
| 51 Pass Through for Legal Fees              | Pass - Through |                 | Pass - Through |                        | No Change            | No Change           |      | N               |
| 52 Vendor Payment Processing Fees           | Pass - Through |                 | Pass - Through |                        | No Change            | No Change           | [c]  | N               |
| 53 Technology Fee - % of Permit             | 3.80%          |                 | 3.80%          |                        | No Change            | No Change           |      | N               |

[a] A public noticing fee will apply to this permit application.

[b] Legal fees will be billed separately through an established PJ.

[c] For payments made using vendor portal services, the applicant shall be responsible for processing fees charged by the vendor, as applicable.

#### General notes applicable to all fees

[d] As an alternative to the fixed fee amount shown, staff may bill on a time and materials basis, determined by the planning hourly rate, when projects costs are likely to vary significantly from adopted fee amount. In these instances, a deposit may be requested to bill against.

[e] Deposit account (PJs): This deposit will be collected in addition to any other deposits or fixed fees. Any unused deposit amounts will be returned to the applicant. Deposit accounts provide full cost recovery to the City. The cost of staff time is based on fully-burdened hourly rates, including overhead. No flat fees will be added. Overhead includes clerical, facilities, equipment, and other service costs.

[f] Staff will determine the initial deposit based on the project's scope and the typical cost to process the application.

[g] When two or more applications are filed and processed concurrently, the required fee amount will be the largest of the applications, plus 25% of each additional permit.

[h] The 3.8% Technology Charge applies to all deposits and fees, except CEQA.

[i] A 2.4% credit card processing fee applies to all fees paid with a credit card.

City of Milpitas
PLANNING - NEIGHBORHOOD BEAUTIFICATION

| Fee Description             |                                                                 | Current Fee                           | Cost of Service | Proposed Fee                          | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|-----------------------------|-----------------------------------------------------------------|---------------------------------------|-----------------|---------------------------------------|------------------------|----------------------|---------------------|------|-----------------|
| Neighborhood Beautification |                                                                 |                                       |                 |                                       |                        |                      |                     |      |                 |
| 1                           | 1st Violation to Neighborhood Beautification Ordinance          | \$100                                 |                 | \$100                                 | n/a                    | \$0                  | 0%                  |      | N               |
| 2                           | 2nd Violation to Neighborhood Beautification Ordinance          | \$200                                 |                 | \$200                                 | n/a                    | \$0                  | 0%                  |      | N               |
| 3                           | 3rd or More Violations to Neighborhood Beautification Ordinance | \$500                                 |                 | \$500                                 | n/a                    | \$0                  | 0%                  |      | N               |
| 4                           | Delinquency Penalty on Neighborhood Beautification Ordinance    | \$25                                  |                 | \$25                                  | n/a                    | \$0                  | 0%                  |      | N               |
| 5                           | Graffiti Abatement                                              | Actual Cost                           |                 | Actual Cost                           | 100%                   | No Change            | No Change           |      | N               |
| 6                           | Public Nuisance Abatement                                       | As defined in Municipal Code Sections |                 | As defined in Municipal Code Sections |                        | No Change            | No Change           |      | N               |

## City of Milpitas

### ENGINEERING

| Fee Description                                                | Current Fee | Cost of Service | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|----------------------------------------------------------------|-------------|-----------------|--------------|------------------------|----------------------|---------------------|------|-----------------|
| 1 Minor Encroachment Permit                                    | \$1,265     | \$2,000         | \$2,000      | 100%                   | \$735                | 58%                 |      | Y               |
| 2 Lot Line / Merger Adjustment                                 | \$3,732     | \$5,000         | \$5,000      | 100%                   | \$1,268              | 34%                 | [a]  | Y               |
| 3 Street / Alley Easement Vacation                             | \$2,711     | \$5,000         | \$5,000      | 100%                   | \$2,289              | 84%                 |      | Y               |
| <b>Building Permit Reviews:</b>                                |             |                 |              |                        |                      |                     |      |                 |
| 4 Single Family New Building / Addition                        | \$694       | \$750           | \$750        | 100%                   | \$56                 | 8%                  |      | Y               |
| 5 Commercial / Industrial New Building                         | \$2,314     | \$2,500         | \$2,500      | 100%                   | \$186                | 8%                  |      | Y               |
| 6 Commercial / Industrial Tenant Improvement                   | \$231       | \$750           | \$750        | 100%                   | \$519                | 224%                |      | Y               |
| 7 Commercial / Industrial Site Improvement (including Grading) | \$2,082     | \$2,500         | \$2,500      | 100%                   | \$418                | 20%                 |      | Y               |
| 8 All Other Permit Application Reviews (per hour)              | \$231       | \$250           | \$250        | 100%                   | \$19                 | 8%                  |      | Y               |
| <b>Engineering Plan Review: (Construction Cost Estimate)</b>   |             |                 |              |                        |                      |                     |      |                 |
| 9 Up to \$50,000                                               | \$5,910     | \$7,500         | \$7,500      | 100%                   | \$1,590              | 27%                 |      | Y               |
| 10 \$50,001-\$200,000                                          | \$11,820    | \$15,000        | \$15,000     | 100%                   | \$3,180              | 27%                 |      | Y               |
| 11 \$200,001-\$500,000                                         | \$17,730    | \$22,500        | \$22,500     | 100%                   | \$4,770              | 27%                 |      | Y               |
| 12 Over \$500,001                                              | \$23,639    | \$30,000        | \$30,000     | 100%                   | \$6,361              | 27%                 |      | Y               |
| <b>Engineering Inspection: (Construction Cost Estimate)</b>    |             |                 |              |                        |                      |                     |      |                 |
| 13 Up to \$50,000                                              | \$5,910     | \$5,000         | \$5,000      | 100%                   | (\$910)              | -15%                |      | N               |
| 14 Greater than \$50,000 - % of Construction Cost Estimate     | 10%         |                 | 10%          |                        | No Change            | No Change           |      | N               |
| 15 Technology Fee - % of Permit                                | 3.80%       |                 | 3.80%        |                        | No Change            | No Change           |      | N               |

[a] Fee includes Planning and Engineering review.

## City of Milpitas

### UTILITIES SERVICES FEES

| Fee Description                                                                          | Current Fee           | Cost of Service | Proposed Fee                | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|------------------------------------------------------------------------------------------|-----------------------|-----------------|-----------------------------|------------------------|----------------------|---------------------|------|-----------------|
| <b>Utilities</b>                                                                         |                       |                 |                             |                        |                      |                     |      |                 |
| 1 Service Request and Basic Inspection                                                   | \$145                 | \$148           | \$148                       | 100%                   | \$2                  | 1%                  |      | Y               |
| 2 Discontinuance of Service                                                              | \$145                 | \$148           | \$148                       | 100%                   | \$2                  | 1%                  |      | Y               |
| 3 Meter Removal / Installation                                                           |                       |                 |                             |                        |                      |                     |      |                 |
| a) Less than 2"                                                                          | \$117                 | \$180           | \$180                       | 100%                   | \$63                 | 54%                 |      | Y               |
| b) Greater than or Equal to 2"                                                           | \$345                 | \$360           | \$360                       | 100%                   | \$15                 | 4%                  |      | Y               |
| 4 Water Meter Testing                                                                    |                       |                 |                             |                        |                      |                     |      |                 |
| a) Residential Deposit                                                                   | \$110                 |                 | \$180                       |                        | \$70                 | 64%                 | [a]  | Y               |
| b) Commercial Deposit                                                                    | \$300                 |                 | \$360                       |                        | \$60                 | 20%                 | [a]  | Y               |
| 5 Hydrant Flow Test                                                                      |                       |                 |                             |                        |                      |                     |      |                 |
| a) Two or Fewer Hydrants                                                                 | \$722                 | \$705           | \$705                       | 100%                   | (\$17)               | -2%                 |      | Y               |
| b) Three Hydrants                                                                        | \$749                 | \$874           | \$874                       | 100%                   | \$125                | 17%                 |      | Y               |
| c) Four Hydrants                                                                         | \$780                 | \$1,043         | \$1,043                     | 100%                   | \$263                | 34%                 |      | Y               |
| 6 Sewer Lateral Inspection                                                               |                       |                 |                             |                        |                      |                     |      |                 |
| a) Visual Inspection                                                                     | \$117                 | \$209           | \$209                       | 100%                   | \$92                 | 78%                 |      | Y               |
| b) Video Inspection - Residential                                                        | \$509                 | \$442           | \$442                       | 100%                   | (\$67)               | -13%                |      | Y               |
| c) Video Inspection - Commercial (per hour)                                              | \$761                 | \$413           | \$413                       | 100%                   | (\$348)              | -46%                |      | Y               |
| 7 Backflow Prevention Assembly Service Fee                                               | Actual Cost; per hour | \$203           | \$203                       | 100%                   | varies               | varies              | [b]  | Y               |
| 8 Backflow Prevention Assembly Administration / Record Filing Fee                        | Actual Cost; per hour | \$60            | \$60                        | 100%                   | varies               | varies              | [c]  | Y               |
| 9 Backflow Installation, Removal, and Relocation Testing Company Fee (per company)       | Actual Cost; per hour | \$264           | \$264                       | 100%                   | varies               | varies              | [d]  | Y               |
| 10 Backflow Tag and Geolocating Fee                                                      | Actual Cost; per hour | \$305           | \$305 plus \$2 per assembly | 100%                   | varies               | varies              | [e]  | Y               |
| 11 Sewer Flow Adjustment Application (Initial Application and Annual Renewal) (per hour) | Actual Cost; per hour | \$270           | \$270                       | 100%                   | varies               | varies              |      | Y               |
| 12 Late Payment Penalty Fee (% of amount due)                                            | 5.00%                 |                 | 5.00%                       |                        | No Change            | No Change           |      | N               |
| 13 Final Notice Penalty                                                                  | 5.00%                 |                 | 5.00%                       |                        | No Change            | No Change           |      | N               |
| 14 Discontinuance of Service Warning Notice                                              | \$10                  | \$23            | \$10                        | 44%                    | \$0                  | 0%                  |      | Y               |

## City of Milpitas

### UTILITIES SERVICES FEES

| Fee Description                                    | Current Fee | Cost of Service | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Note    | Yearly Inflator |
|----------------------------------------------------|-------------|-----------------|--------------|------------------------|----------------------|---------------------|---------|-----------------|
| 15 Restoration Fee - During Normal Operating Hours |             |                 |              |                        |                      |                     |         |                 |
| a) Low Income                                      | \$58        | \$148           | \$59         | 40%                    | \$1                  | 2%                  | [f],[g] | Y - Note        |
| b) All Others                                      | \$139       | \$148           | \$148        | 100%                   | \$8                  | 6%                  |         | Y               |
| 16 Restoration Fee - During Non-Operational Hours  |             |                 |              |                        |                      |                     |         |                 |
| a) Low Income                                      | \$174       | \$418           | \$178        | 43%                    | \$4                  | 2%                  | [f],[g] | Y - Note        |
| b) All Others                                      | \$367       | \$418           | \$418        | 100%                   | \$50                 | 14%                 |         | Y               |

[a] If meter is not accurate, deposit is refunded. If meter has been tampered with, the resident or business is charged for the repair.

[b] For customers that fail to independently have their assemblies inspected, and/or tested, and/or their sites assessed. Includes City provided services of any one or combination of the following: Inspections, Testing, Hazard Assessments, and Shut-Down Tests.

[c] For customer that fail to independently have their annual assembly(s) information electronically uploaded into City database. Includes City provided service to upload assembly information instead of customer retained third party provider.

[d] This is an annual fee assessed to qualified contractors who wish to conduct backflow testing and/or hazard assessments in the City.

[e] One-time fee. Tag will be affixed on all new backflow prevention assemblies upon passing initial inspection and geolocated. Does not apply to existing assemblies.

[f] For residential customers who demonstrate to the City a household income below 200 percent of the federal poverty line, the City will limit any service restoration charges during normal operating hours to fifty dollars (\$50), and during nonoperational hours to one hundred fifty dollars (\$150) for 2020. The limits will only apply if the City's service restoration charges actually exceed these amounts. These limits are subject to an annual adjustment for changes in the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) beginning January 1, 2021.

[g] Fee based on 2020 base year amount, adjusted to account for authorized annual inflationary adjustments detailed in footnote [f].

**City of Milpitas**  
**UTILITIES SERVICES FEES**

| Fee Description                                           |                                     | Current Fee | Cost of Service | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|-----------------------------------------------------------|-------------------------------------|-------------|-----------------|--------------|------------------------|----------------------|---------------------|------|-----------------|
| <b>Public Sewers</b>                                      |                                     |             |                 |              |                        |                      |                     |      |                 |
| 1                                                         | Delinquent Fees                     | varies      |                 | varies       |                        | No Change            | No Change           | [a]  | N               |
| 2                                                         | Civil Penalties                     | varies      |                 | varies       |                        | No Change            | No Change           | [b]  | N               |
| 3                                                         | Unmetered Wastes                    | varies      |                 | varies       |                        | No Change            | No Change           | [c]  | N               |
| 4                                                         | Authority to Disconnect             | varies      |                 | varies       |                        | No Change            | No Change           | [d]  | N               |
| 5                                                         | Payment for Sewage Services         | varies      |                 | varies       |                        | No Change            | No Change           | [e]  | N               |
| 6                                                         | Inspection Fees                     | varies      |                 | varies       |                        | No Change            | No Change           | [f]  | N               |
| 7                                                         | House Lateral Fee                   | varies      |                 | varies       |                        | No Change            | No Change           | [g]  | N               |
| 8                                                         | Disbursements of Short Side Charges | varies      |                 | varies       |                        | No Change            | No Change           | [h]  | N               |
| <b>FOG and Stormwater Industrial/Commercial Violation</b> |                                     |             |                 |              |                        |                      |                     |      |                 |
| 9                                                         | First Citation                      | \$500       |                 | \$500        |                        | No Change            | No Change           | [i]  | N               |
| 10                                                        | Second Citation                     | \$625       |                 | \$625        |                        | No Change            | No Change           | [i]  | N               |
| 11                                                        | Third Citation                      | \$750       |                 | \$750        |                        | No Change            | No Change           | [i]  | N               |
| <b>Water Service Charges</b>                              |                                     |             |                 |              |                        |                      |                     |      |                 |
| 12                                                        | Construction Water                  | \$2,000     |                 | \$2,000      |                        | No Change            | No Change           |      | N               |
| 13                                                        | Deposits for service                | \$150       |                 | \$150        |                        | No Change            | No Change           |      | N               |



## City of Milpitas

### UTILITIES SERVICES FEES

| Fee Description | Current Fee | Cost of Service | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|-----------------|-------------|-----------------|--------------|------------------------|----------------------|---------------------|------|-----------------|
|-----------------|-------------|-----------------|--------------|------------------------|----------------------|---------------------|------|-----------------|

[a] See City of Milpitas Municipal Code Section VIII-2-5.33. Permit applications are due ninety (90) days prior to commencing discharge to the sanitary system or expiration of existing discharge permit. Any person who fails to file an application for a discharge permit prior to discharge shall be assessed a penalty for delinquent filing as follows: (1) Up to and including thirty (30) days delinquency, the penalty shall be fifty percent (50%) of the permit fee. More than thirty (30) days but less than one year delinquency, the penalty shall be one hundred percent (100%) of the permit fee. (3) More than one(1) year delinquency, the penalty shall be one thousand percent (1,000%) of the permit fee. (b) Such penalties shall be in addition to any other penalties or fines that may be levied, and in addition to any other remedies that the City may have with respect to the discharge.

[b] See City of Milpitas Municipal Code Section VIII-2-5.50. Any person who intentionally, accidentally, or negligently violates any provisions of this Chapter, any provision of any permit issued pursuant to this Chapter, or who intentionally, accidentally, or negligently discharges waste or wastewater which causes pollution, or violates any effluent limitation, national standard of performance, or national pretreatment or toxicity standard, shall be civilly liable to the City in a sum up to ten thousand dollars (\$10,000) for the first day in which such violation occurs, up to twenty-five thousand dollars (\$25,000) for the second day in which such violation occurs, and fifty thousand dollars (\$50,000) for each additional day.

[c] See City of Milpitas Municipal Code Section VIII-2-6.02. Where rates are herein specified to be in accordance with the use of water, all such premises shall be separately metered. Where such metering is not provided, or for newly constructed units, the City shall make a reasonable estimate of the volume of water consumed to be used as a basis for sewer service charges.

[d] See City of Milpitas Municipal Code Section VIII-2-6.03. In the event of a failure to pay the charges as provided for sewage service, the City is authorized to disconnect sewer or water service, or both.

[e] See City of Milpitas Municipal Code Section VIII-2-6.04. All accounts are due and payable within fifteen (15) days of the date of the bill. Accounts shall become delinquent and a late fee equal to five percent (5%) of the amount due shall be imposed if a payment has not been received by 5:00 p.m. on the due date.

[f] See City of Milpitas Municipal Code Section VIII-2-7.01. Each connector shall pay a fee to City for issuing of each permit, for the inspection of each house lateral, house sewer or side sewer, the sum of five dollars (\$5). Where connector has on file with the City cash deposit for inspection of work, no inspection fee shall be required. In such case, all cost and expenses incurred by City in inspection of the connection shall be made from said deposit.

[g] See City of Milpitas Municipal Code Section VIII-2-7.02. Before the issuance of a permit for the installation of a house lateral, connector shall pay City a fee which shall include the following: (A) An engineering charge to defray the cost of processing the permit application, which shall be an amount equal to forty cents (\$0.40) times one-half the width of the street expressed in feet in which the house lateral is being constructed. (B) A short side charge shall be collected in all cases where the main or trunk to which connection is being made is located between the center line of the street and the property to be served. Said short side charge shall be an amount equal to four dollars and fifty cents (\$4.50) times the distance in feet between the center line of the street and the main or trunk sewer to which the connection is being made. The purpose of this charge is to equalize connection cost for property on both sides of the street.

[h] See City of Milpitas Municipal Code Section VIII-2-7.03. The City Council may disburse to connectors whose house laterals connect to a main or trunk sewer at a point beyond the center line of the street an amount equal to \$4.50 times the distance in feet between the center of the street and the main or trunk sewer to which said connection was made.

[i] See City of Milpitas Municipal Code Section XI-16-14. Any person who intentionally or negligently violates any provision of this Chapter or any provision of any permit or certificate issued pursuant to this Chapter shall be civilly liable to the city in a sum not to exceed \$25,000.00 per day for each day in which such violation occurs.

**City of Milpitas**  
**FIRE**

| Fee Description                                                         | Current Fee         | Cost of Service | Proposed Fee        | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|-------------------------------------------------------------------------|---------------------|-----------------|---------------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| <b>FIRE INVESTIGATION/ENFORCEMENT/RESPONSE</b>                          |                     |                 |                     |                        |              |                      |                     |      |                 |
| 1 Emergency Response – Haz Mat Calls, Minimum 1-hr                      | HR(s) * hourly rate |                 | HR(s) * hourly rate |                        |              | No Change            | No Change           |      | N               |
| 2 Response to DUI                                                       | HR(s) * hourly rate |                 | HR(s) * hourly rate |                        |              | No Change            | No Change           |      | N               |
| 3 Non-Milpitas Response                                                 | HR(s) * hourly rate |                 | HR(s) * hourly rate |                        |              | No Change            | No Change           |      | N               |
| 4 Response/Investigation Fee                                            | HR(s) * hourly rate |                 | HR(s) * hourly rate |                        |              | No Change            | No Change           |      | N               |
| 5 Referral Inspection (Life/Safety) 2 hrs minimum charge                | HR(s) * hourly rate |                 | HR(s) * hourly rate |                        |              | No Change            | No Change           |      | N               |
| 6 Referral Inspection (Haz Mat) 2 hrs minimum charge                    | HR(s) * hourly rate |                 | HR(s) * hourly rate |                        |              | No Change            | No Change           |      | N               |
| 7 Fire Code Chapter 50 (Haz Mat) - Release Cleanup 2 hrs minimum charge | HR(s) * hourly rate |                 | HR(s) * hourly rate |                        |              | No Change            | No Change           |      | N               |
| 8 Enforcement Cost Recovery                                             | HR(s) * hourly rate |                 | HR(s) * hourly rate |                        |              | No Change            | No Change           |      | N               |
| <b>FALSE ALARM</b>                                                      |                     |                 |                     |                        |              |                      |                     |      |                 |
| 9 False Alarm                                                           |                     |                 |                     |                        |              |                      |                     |      |                 |
| a) First two in 12 month time-frame                                     | no charge           |                 | no charge           |                        |              | No Change            | No Change           |      | N               |
| b) 3rd occurrence                                                       | \$300               |                 | \$300               |                        |              | \$0                  | 0%                  |      | N               |
| c) 4th occurrence                                                       | \$600               |                 | \$600               |                        |              | \$0                  | 0%                  |      | N               |
| d) 5th or more                                                          | \$900               |                 | \$900               |                        |              | \$0                  | 0%                  |      | N               |
| <b>MISCELLANEOUS</b>                                                    |                     |                 |                     |                        |              |                      |                     |      |                 |
| 10 Data input (HMMP/HMIS), Minimum of 2 hours                           | HR(s) * hourly rate |                 | HR(s) * hourly rate |                        |              | No Change            | No Change           |      | N               |
| 11 Late fee – over 60 days                                              | Collection Cost     |                 | Collection Cost     |                        |              | No Change            | No Change           |      | N               |
| 12 Failure to obtain a permit                                           | Double permit fee   |                 | Double permit fee   |                        |              | No Change            | No Change           |      | N               |
| 13 Weed Abatement. Fee = (hrs * \$/HR), minimum 1-hr                    | HR(s) * hourly rate |                 | HR(s) * hourly rate |                        |              | No Change            | No Change           |      | N               |
| 14 Fire Watch, Fee = (hrs * hourly rate). Std. or OT rate               | HR(s) * hourly rate |                 | HR(s) * hourly rate |                        |              | No Change            | No Change           | [a]  | N               |
| 15 DSS 850 Pre-Inspection (HSC 13235)                                   | HR(s) * hourly rate | \$566           | \$566               | 100%                   |              | varies               | varies              |      | Y               |
| 15 <del>Pre-inspection (residential care facilities)</del>              | <del>Per Code</del> |                 |                     |                        |              |                      |                     |      |                 |
| 16 Confined Space permits                                               | HR(s) * hourly rate |                 | HR(s) * hourly rate |                        |              | No Change            | No Change           |      | N               |

# City of Milpitas

## FIRE

| Fee Description                                                     | Current Fee         | Cost of Service | Proposed Fee        | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|---------------------------------------------------------------------|---------------------|-----------------|---------------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| 17 Electronic Archive, per permit                                   | \$25                |                 | \$25                |                        |              | \$0                  | 0%                  |      | N               |
| 18 Use of Trailer                                                   | \$60                |                 | \$60                |                        | per hour     | \$0                  | 0%                  |      | N               |
| 19 Administrative Fee                                               | \$70                |                 | \$70                |                        | per hour     | \$0                  | 0%                  |      | N               |
| 20 Instructor                                                       | Actual Cost         |                 | Actual Cost         |                        |              | No Change            | No Change           |      | N               |
| 21 Fire Reports                                                     | \$13                |                 | \$13                |                        |              | \$0                  | 0%                  |      | N               |
| 22 Other Services Not Listed                                        | HR(s) * hourly rate |                 | HR(s) * hourly rate |                        |              | No Change            | No Change           |      | N               |
| <b>FIRE PREVENTION</b>                                              |                     |                 |                     |                        |              |                      |                     |      |                 |
| <b>ANNUAL OPERATIONAL PERMITS</b>                                   |                     |                 |                     |                        |              |                      |                     |      |                 |
| 23 A-1 Occupancy (theaters and other small viewing halls)           | \$1,509             | \$1,508         | \$1,508             | 100%                   |              | (\$1)                | 0%                  |      | Y               |
| 24 A-2 Occupancy (Food & Drink Establishment)                       | \$1,141             | \$1,131         | \$1,131             | 100%                   |              | (\$10)               | -1%                 |      | Y               |
| 25 A-3 Occupancy (Worship, recreation, or amusement)                | \$1,141             | \$1,131         | \$1,131             | 100%                   |              | (\$10)               | -1%                 |      | Y               |
| 26 A-4 & A-5 Occupancy (indoors or outdoors sport event structures) | \$2,614             | \$2,639         | \$2,639             | 100%                   |              | \$25                 | 1%                  |      | Y               |
| 27 High Piled Storage                                               | \$1,509             | \$1,508         | \$1,508             | 100%                   |              | (\$1)                | 0%                  |      | Y               |
| 28 Malls                                                            |                     |                 |                     |                        |              |                      |                     |      |                 |
| a) Small (0 to 50,000 s.f.)                                         | \$1,123             | \$1,131         | \$1,131             | 100%                   |              | \$8                  | 1%                  |      | Y               |
| b) Medium (50,001 to 100,000 s.f.)                                  | \$1,877             | \$1,885         | \$1,885             | 100%                   |              | \$8                  | 0%                  |      | Y               |
| c) Large (over 100,000 s.f.)                                        | \$2,614             | \$2,639         | \$2,639             | 100%                   |              | \$25                 | 1%                  |      | Y               |
| 29 Combustible Dust Producing Facility                              | \$755               | \$754           | \$754               | 100%                   |              | (\$1)                | 0%                  |      | Y               |
| 30 Motels                                                           | \$1,141             | \$1,131         | \$1,131             | 100%                   |              | (\$10)               | -1%                 |      | Y               |
| 31 Hotels & Multi-Story Structures                                  |                     |                 |                     |                        |              |                      |                     |      |                 |
| a) <5 stories                                                       | \$2,246             | \$2,262         | \$2,262             | 100%                   |              | \$16                 | 1%                  |      | Y               |
| b) 5+ stories - per floor                                           | \$377               | \$377           | \$377               | 100%                   |              | (\$0)                | 0%                  |      | Y               |
| 32 Commercial Daycare                                               |                     |                 |                     |                        |              |                      |                     |      |                 |
| a) Small (<100 children or elderly)                                 | \$737               | \$754           | \$754               | 100%                   |              | \$17                 | 2%                  |      | Y               |
| b) Large (100+ children or elderly)                                 | \$1,473             | \$1,508         | \$1,508             | 100%                   |              | \$35                 | 2%                  |      | Y               |

**City of Milpitas**  
**FIRE**

| Fee Description                                                                                                                                                                                                              | Current Fee         | Cost of Service | Proposed Fee        | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------|---------------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| 33 Residential Daycare                                                                                                                                                                                                       |                     |                 |                     |                        |              |                      |                     |      |                 |
| a) Small Family Daycare (8 or fewer children)                                                                                                                                                                                | \$0-                |                 |                     |                        |              |                      |                     |      |                 |
| b) Large Family Daycare (9-14 children)                                                                                                                                                                                      | \$0-                |                 |                     |                        |              |                      |                     |      |                 |
| c) Elderly Care (6 or fewer people)                                                                                                                                                                                          | \$0-                |                 |                     |                        |              |                      |                     |      |                 |
| 33 Small Apartments (3-4 units)                                                                                                                                                                                              | \$370               | \$377           | \$377               | 100%                   |              | \$7                  | 2%                  |      | Y               |
| 34 Medium Apartments (5-15 units)                                                                                                                                                                                            | \$1,473             | \$1,508         | \$1,508             | 100%                   |              | \$35                 | 2%                  |      | Y               |
| 35 Large Apartments (more than 15 units)                                                                                                                                                                                     | \$2,210             | \$2,262         | \$2,262             | 100%                   |              | \$52                 | 2%                  |      | Y               |
| 36 Small Chemical User (Example: doctor/dentist, dry cleaner, photo shop, graphic design, print shop, automobile engine repair, propane, CO2 beverage dispensing system, battery systems, emergency generators, pools, etc.) | \$772               | \$754           | \$754               | 100%                   |              | (\$18)               | -2%                 |      | Y               |
| 37 Medium Chemical User (Example: automobile body shop, research and design, analytical labs, pool supplies, big-box retail stores)                                                                                          | \$1,913             | \$1,885         | \$1,885             | 100%                   |              | (\$28)               | -1%                 |      | Y               |
| 38 Large Chemical User (Semiconductor or similar facilities)                                                                                                                                                                 | \$3,018             | \$3,016         | \$3,016             | 100%                   |              | (\$2)                | 0%                  |      | Y               |
| 39 Plating Shops                                                                                                                                                                                                             | \$2,282             | \$2,262         | \$2,262             | 100%                   |              | (\$20)               | -1%                 |      | Y               |
| 40 Toxic Gas                                                                                                                                                                                                                 |                     |                 |                     |                        |              |                      |                     |      |                 |
| a) Small Toxic Gas - Annual Monitoring Certification                                                                                                                                                                         | \$1,473             | \$1,508         | \$1,508             | 100%                   |              | \$35                 | 2%                  |      | Y               |
| b) Large Toxic Gas - Annual Monitoring Certification                                                                                                                                                                         | \$2,947             | \$3,016         | \$3,016             | 100%                   |              | \$69                 | 2%                  |      | Y               |
| 41 Mobile Fueling                                                                                                                                                                                                            |                     |                 |                     |                        |              |                      |                     |      |                 |
| a) Vendor                                                                                                                                                                                                                    | \$1,913             | \$1,885         | \$1,885             | 100%                   |              | (\$28)               | -1%                 |      | Y               |
| b) Site                                                                                                                                                                                                                      | \$1,913             | \$1,885         | \$1,885             | 100%                   |              | (\$28)               | -1%                 |      | Y               |
| 42 Underground Tanks                                                                                                                                                                                                         | \$1,160             | \$1,131         | \$1,131             | 100%                   |              | (\$29)               | -3%                 |      | Y               |
| 43 Urban Runoff Inspections                                                                                                                                                                                                  |                     |                 |                     |                        |              |                      |                     |      |                 |
| a) Industrial                                                                                                                                                                                                                | <del>\$772</del>    |                 |                     |                        |              |                      |                     |      |                 |
| b) Restaurants (once every 2 years)                                                                                                                                                                                          | <del>\$772</del>    |                 |                     |                        |              |                      |                     |      |                 |
| 43 Other Miscellaneous Annual Inspections Fee - per hour                                                                                                                                                                     | HR(s) * hourly rate |                 | HR(s) * hourly rate |                        |              | No Change            | No Change           |      | N               |

**City of Milpitas**  
**FIRE**

| Fee Description                                                                                                                                        | Current Fee | Cost of Service | Proposed Fee | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------|--------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| <b>CONSTRUCTION REVIEW / PERMIT / INSPECTION</b>                                                                                                       |             |                 |              |                        |              |                      |                     |      |                 |
| <b>Building Life / Safety:</b>                                                                                                                         |             |                 |              |                        |              |                      |                     |      |                 |
| 44 Demolition Fees:                                                                                                                                    |             |                 |              |                        |              |                      |                     |      |                 |
| a) Interior or Partial Building or Misc. Demolition                                                                                                    | \$738       | \$754           | \$754        | 100%                   |              | \$16                 | 2%                  |      | Y               |
| b) Complete Building with or without Site Demolition                                                                                                   | \$1,107     | \$1,131         | \$1,131      | 100%                   |              | \$24                 | 2%                  |      | Y               |
| 45 Grading Fees: These are only assessed if permits are submitted separately to Building Department from new construction or remodel permits.          |             |                 |              |                        |              |                      |                     |      |                 |
| a) Less than 1 acre                                                                                                                                    | \$738       | \$754           | \$754        | 100%                   |              | \$16                 | 2%                  |      | Y               |
| b) 1-5 acres                                                                                                                                           | \$1,107     | \$1,131         | \$1,131      | 100%                   |              | \$24                 | 2%                  |      | Y               |
| c) Greater than 5 acres                                                                                                                                | \$1,477     | \$1,508         | \$1,508      | 100%                   |              | \$31                 | 2%                  |      | Y               |
| 46 Site Improvement Fees: These are only assessed if permits are submitted separately to Building Department from new construction or remodel permits. |             |                 |              |                        |              |                      |                     |      |                 |
| a) Less than 1 acre                                                                                                                                    | \$1,107     | \$1,131         | \$1,131      | 100%                   |              | \$24                 | 2%                  |      | Y               |
| b) 1-5 acres                                                                                                                                           | \$2,215     | \$2,262         | \$2,262      | 100%                   |              | \$47                 | 2%                  |      | Y               |
| c) Greater than 5 acres (per acre)                                                                                                                     | \$370       | \$377           | \$377        | 100%                   | per acre     | \$7                  | 2%                  |      | Y               |
| 47 New Building – Shell:                                                                                                                               |             |                 |              |                        |              |                      |                     |      |                 |
| a) Less than 5,000 sq. ft.                                                                                                                             | \$1,107     | \$1,131         | \$1,131      | 100%                   |              | \$24                 | 2%                  |      | Y               |
| b) 5,000-25,000 sq. ft.                                                                                                                                | \$2,215     | \$2,262         | \$2,262      | 100%                   |              | \$47                 | 2%                  |      | Y               |
| c) 25,000-50,000 sq. ft.                                                                                                                               | \$3,322     | \$3,393         | \$3,393      | 100%                   |              | \$71                 | 2%                  |      | Y               |
| d) 50,000+ sq. ft. – per sq. ft.                                                                                                                       | \$0.08      | \$0.08          | \$0.08       | 100%                   | per sq ft    | (\$0)                | -3%                 |      | Y               |
| 48 New Building – New Construction:                                                                                                                    |             |                 |              |                        |              |                      |                     |      |                 |
| a) Less than 5,000 sq. ft.                                                                                                                             | \$1,107     | \$1,131         | \$1,131      | 100%                   |              | \$24                 | 2%                  |      | Y               |
| b) 5,000-25,000 sq. ft.                                                                                                                                | \$2,953     | \$3,016         | \$3,016      | 100%                   |              | \$63                 | 2%                  |      | Y               |
| c) 25,000-50,000 sq. ft.                                                                                                                               | \$5,537     | \$5,655         | \$5,655      | 100%                   |              | \$118                | 2%                  |      | Y               |
| d) 50,000+ sq. ft. – per sq. ft.                                                                                                                       | \$0.12      | \$0.11          | \$0.11       | 100%                   | per sq ft    | (\$0)                | -3%                 |      | Y               |
| 49 Additions, Alterations, and Tenant Improvements:                                                                                                    |             |                 |              |                        |              |                      |                     |      |                 |
| a) Less than 5,000 sq. ft.                                                                                                                             | \$703       | \$660           | \$660        | 100%                   |              | (\$44)               | -6%                 |      | Y               |
| b) 5,000-25,000 sq. ft.                                                                                                                                | \$2,780     | \$2,828         | \$2,828      | 100%                   |              | \$48                 | 2%                  |      | Y               |
| c) 25,000-50,000 sq. ft.                                                                                                                               | \$5,191     | \$5,278         | \$5,278      | 100%                   |              | \$87                 | 2%                  |      | Y               |
| d) 50,000+ sq. ft. – per sq. ft.                                                                                                                       | \$0.12      | \$0.11          | \$0.11       | 100%                   | per sq ft    | (\$0)                | -3%                 |      | Y               |
| 50 Missed Plan Check by Appointment                                                                                                                    | \$370       | \$377           | \$377        | 100%                   |              | \$7                  | 2%                  |      | Y               |

# City of Milpitas

## FIRE

| Fee Description                                                                                                                       | Current Fee         | Cost of Service | Proposed Fee        | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|---------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------|---------------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| 51 Revision to Project Fee - per hour (min 1 hr)                                                                                      | HR(s) * hourly rate |                 | HR(s) * hourly rate |                        |              | No Change            | No Change           |      | N               |
| 52 Tents, Canopies, or Membrane Structures:                                                                                           |                     |                 |                     |                        |              |                      |                     |      |                 |
| a) 4 or less                                                                                                                          | \$1,106             | \$1,508         | \$1,508             | 100%                   |              | \$402                | 36%                 |      | Y               |
| b) Each Additional, After 4                                                                                                           | varies              | \$377           | \$377               | 100%                   |              | varies               | varies              |      | Y               |
| 53 Temporary Assembly (Indoors or outdoors), with or w/out tent                                                                       |                     |                 |                     |                        |              |                      |                     |      |                 |
| a) Occupancy 50-299                                                                                                                   | \$1,106             | \$1,131         | \$1,131             | 100%                   |              | \$25                 | 2%                  |      | Y               |
| b) Occupancy 300-999                                                                                                                  | \$1,844             | \$1,885         | \$1,885             | 100%                   |              | \$41                 | 2%                  |      | Y               |
| c) Occupancy 1000+                                                                                                                    | \$2,951             | \$3,016         | \$3,016             | 100%                   |              | \$65                 | 2%                  |      | Y               |
| <b>Fire Extinguishing Systems: These are typically deferred submittals and reviewed and inspected after building plan submittals.</b> |                     |                 |                     |                        |              |                      |                     |      |                 |
| 54 Fire Service Underground:                                                                                                          |                     |                 |                     |                        |              |                      |                     |      |                 |
| a) New or Replace - each                                                                                                              | \$1,844             | \$1,885         | \$1,885             | 100%                   |              | \$41                 | 2%                  |      | Y               |
| b) Repairs                                                                                                                            | \$738               | \$754           | \$754               | 100%                   |              | \$16                 | 2%                  |      | Y               |
| 55 Fire Sprinkler Systems:                                                                                                            |                     |                 |                     |                        |              |                      |                     |      |                 |
| a) Less than 2,000 sq. ft                                                                                                             | \$1,072             | \$1,037         | \$1,037             | 100%                   |              | (\$35)               | -3%                 |      | Y               |
| b) 2,000+ sq. ft. – per sq. ft., fee = Base Fee + [(project sq. ft. - 2,000 sq. ft.) * per sq. ft. fee]                               | \$0.27              | \$0.26          | \$0.26              | 100%                   |              | (\$0)                | -3%                 |      | Y               |
| 56 Hood & Duct Systems – Each                                                                                                         | \$1,476             | \$1,508         | \$1,508             | 100%                   |              | \$32                 | 2%                  |      | Y               |
| 57 FM 2000 (under floor systems, etc.) each                                                                                           | \$1,476             | \$1,508         | \$1,508             | 100%                   |              | \$32                 | 2%                  |      | Y               |
| 58 Other (deluge, foam, preaction, etc.) each                                                                                         | \$1,476             | \$1,508         | \$1,508             | 100%                   |              | \$32                 | 2%                  |      | Y               |
| Fire Alarm Systems:                                                                                                                   |                     |                 |                     |                        |              |                      |                     |      |                 |
| 59 Additions, Alterations, or Repairs: If more than 10 devices then the New Fire Alarm fee applies.                                   |                     |                 |                     |                        |              |                      |                     |      |                 |
| a) 1-5 Devices                                                                                                                        | \$738               | \$754           | \$754               | 100%                   |              | \$16                 | 2%                  |      | Y               |
| b) 6-10 Devices                                                                                                                       | \$1,476             | \$1,508         | \$1,508             | 100%                   |              | \$32                 | 2%                  |      | Y               |
| 60 New Fire Alarm:                                                                                                                    |                     |                 |                     |                        |              |                      |                     |      |                 |
| a) Less than 5,000 sq. ft.                                                                                                            | \$1,476             | \$1,508         | \$1,508             | 100%                   |              | \$32                 | 2%                  |      | Y               |
| b) 5,000+ sq. ft. – per sq. ft., fee = Base Fee + [(project sq. ft. - 5,000 sq. ft.) * per sq. ft. fee]                               | \$0.25              | \$0.26          | \$0.26              | 100%                   |              | \$0                  | 7%                  |      | Y               |

# City of Milpitas

## FIRE

| Fee Description                                                                                                                                                                            | Current Fee         | Cost of Service | Proposed Fee | Proposed Cost Recovery | Charge Basis  | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------|--------------|------------------------|---------------|----------------------|---------------------|------|-----------------|
| 61 Hazardous Materials - Building Construction:                                                                                                                                            |                     |                 |              |                        |               |                      |                     |      |                 |
| a) Commercial ESS                                                                                                                                                                          | HR(s) * hourly rate | \$2,262         | \$2,262      | 100%                   |               | varies               | varies              |      | Y               |
| b) Residential ESS                                                                                                                                                                         | HR(s) * hourly rate | \$1,131         | \$1,131      | 100%                   |               | varies               | varies              |      | Y               |
| c) Small TI without process piping or tools. (Example: registration form, inert compressed gas system installations, CO2 for beverage, small auto repair or retail).                       | \$748               | \$1,131         | \$1,131      | 100%                   |               | \$383                | 51%                 |      | Y               |
| d) Facility TI with process piping or tanks < 4,000 sq. ft. (Example: H or F Occupancy, Plating Facility, chemical bunker). Does not include tools (tool fee is extra).                    | \$1,480             | \$1,885         | \$1,885      | 100%                   |               | \$405                | 27%                 |      | Y               |
| e) Facility TI with process piping or tanks > 4,000 sq. ft. (Example: H or F Occupancy, Plating Facility, chemical bunker). Does not include tools (tool fee is extra).                    |                     |                 |              |                        |               |                      |                     |      |                 |
| i) Base Fee - Includes up to 8 hours                                                                                                                                                       | \$0.38 per SF       | \$3,016         | \$3,016      | 100%                   |               | varies               | varies              |      | Y               |
| ii) Each Additional Hour, or fraction thereof                                                                                                                                              | \$0.38 per SF       | \$377           | \$377        | 100%                   |               | varies               | varies              |      | Y               |
| f) Temporary diesel generator (no external tank)                                                                                                                                           | HR(s) * hourly rate | \$1,885         | \$1,885      | 100%                   |               | varies               | varies              |      | Y               |
| g) Temporary diesel tank (external to equipment)                                                                                                                                           | HR(s) * hourly rate | \$1,131         | \$1,131      | 100%                   |               | varies               | varies              |      | Y               |
| h) Temporary or Mobile ESS                                                                                                                                                                 | HR(s) * hourly rate | \$2,262         | \$2,262      | 100%                   |               | varies               | varies              |      | Y               |
| 62 Tools with Hazardous Materials (Example: emergency generator, lift stations, aboveground tanks, treatment systems, battery module per 50KWh, propane system, large tank installations). |                     |                 |              |                        |               |                      |                     |      |                 |
| a) Up to Two Tools                                                                                                                                                                         | \$1,480             | \$1,508         | \$1,508      | 100%                   | up to 2 tools | \$28                 | 2%                  |      | Y               |
| b) Each Additional Tool                                                                                                                                                                    | \$555               | \$566           | \$566        | 100%                   | per tool      | \$10                 | 2%                  |      | Y               |
| 63 Closure - process / tools                                                                                                                                                               | \$1,126             | \$1,131         | \$1,131      | 100%                   | each          | \$5                  | 0%                  |      | Y               |
| 64 Closure - Facility                                                                                                                                                                      |                     |                 |              |                        |               |                      |                     |      |                 |
| a) Small HM Facility Closure                                                                                                                                                               | \$748               | \$1,508         | \$1,508      | 100%                   |               | \$760                | 102%                |      | Y               |
| b) Medium HM Facility Closure                                                                                                                                                              | \$1,480             | \$2,262         | \$2,262      | 100%                   |               | \$782                | 53%                 |      | Y               |
| c) Large HM Facility Closure                                                                                                                                                               |                     |                 |              |                        |               |                      |                     |      |                 |
| i) Base Fee - Includes up to 10 hours                                                                                                                                                      | \$0.38 per SF       | \$3,770         | \$3,770      | 100%                   |               | varies               | varies              |      | Y               |
| ii) Each Additional Hour, or fraction thereof                                                                                                                                              | \$0.38 per SF       | \$377           | \$377        | 100%                   |               | varies               | varies              |      | Y               |
| <del>a) Small TI without process piping or tools. (Example: registration form, inert compressed gas system installations, CO2 for beverage, small auto repair or retail).</del>            | <del>\$748</del>    |                 |              |                        |               |                      |                     |      |                 |
| <del>b) Facility TI with process piping or tanks &lt; 4,000 sq. ft. (Example: H or F Occupancy, Plating Facility, chemical bunker). Tools included.</del>                                  | <del>\$1,480</del>  |                 |              |                        |               |                      |                     |      |                 |
| <del>c) Facility TI with process piping or tanks &gt; 4,000 sq. ft. (Example: H or F Occupancy, Plating Facility, chemical bunker). Tools included.</del>                                  | <del>\$0.38</del>   |                 |              |                        |               |                      |                     |      |                 |

**City of Milpitas**  
**FIRE**

| Fee Description                                                                   | Current Fee        | Cost of Service | Proposed Fee | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|-----------------------------------------------------------------------------------|--------------------|-----------------|--------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| 65 Underground Tank Installation:                                                 |                    |                 |              |                        |              |                      |                     |      |                 |
| a) Tank System - 3 Tanks or less                                                  | \$6,737            | \$6,786         | \$6,786      | 100%                   |              | \$49                 | 1%                  |      | Y               |
| b) Each Additional Tank                                                           | \$756              | \$754           | \$754        | 100%                   |              | (\$2)                | 0%                  |      | Y               |
| <del>a) 4 Tank System or less</del>                                               | <del>\$6,737</del> |                 |              |                        |              |                      |                     |      |                 |
| <del>b) Each additional tank</del>                                                | <del>\$756</del>   |                 |              |                        |              |                      |                     |      |                 |
| 66 Underground Tank Removal:                                                      |                    |                 |              |                        |              |                      |                     |      |                 |
| a) Tank System - 3 Tanks or less                                                  | \$3,007            | \$3,770         | \$3,770      | 100%                   |              | \$763                | 25%                 |      | Y               |
| b) Each Additional Tank                                                           | \$378              | \$754           | \$754        | 100%                   |              | \$376                | 99%                 |      | Y               |
| <del>a) 2 Tank System or Less</del>                                               | <del>\$3,007</del> |                 |              |                        |              |                      |                     |      |                 |
| <del>b) Each additional tank</del>                                                | <del>\$378</del>   |                 |              |                        |              |                      |                     |      |                 |
| <b>MISCELLANEOUS FEES:</b>                                                        |                    |                 |              |                        |              |                      |                     |      |                 |
| 67 After Hours or Fast-Track Plan Check, Inspection - 3 hrs min at OT Rate [a]    | \$1,300            | \$1,357         | \$1,357      | 100%                   |              | \$57                 | 4%                  | [a]  | Y               |
| 68 Alternate Materials & Methods Review                                           | \$1,340            | \$1,320         | \$1,320      | 100%                   |              | (\$20)               | -2%                 |      | Y               |
| 69 New Occupancy (new business)                                                   |                    |                 |              |                        |              |                      |                     |      |                 |
| a) No Hazardous Materials                                                         | \$370              | \$754           | \$754        | 100%                   |              | \$384                | 104%                |      | Y               |
| b) With Hazardous Materials                                                       | \$737              | \$754           | \$754        | 100%                   |              | \$17                 | 2%                  |      | Y               |
| 70 Smoke Detectors Verifications (new owner)                                      | \$370              | \$377           | \$377        | 100%                   |              | \$7                  | 2%                  |      | Y               |
| 71 Title 19 5-year automatic fire sprinkler certification                         |                    |                 |              |                        |              |                      |                     |      |                 |
| a) Commercial, Industrial, Mixed Use, Hotel/Motel, Apartments, Condominiums, etc. |                    |                 |              |                        |              |                      |                     |      |                 |
| i. Building less than or equal to 50,000 sq. ft.                                  | \$739              | \$754           | \$754        | 100%                   |              | \$15                 | 2%                  |      | Y               |
| ii. Building over 50,000 sq. ft.                                                  |                    |                 |              |                        |              |                      |                     |      |                 |
| a) First 50,000 sq. ft.                                                           | \$739              | \$754           | \$754        | 100%                   |              | \$15                 | 2%                  |      | Y               |
| b) Each additional 50,000 sq. ft. or fraction thereof                             | \$370              | \$377           | \$377        | 100%                   |              | \$7                  | 2%                  |      | Y               |
| b) Townhome Buildings                                                             |                    |                 |              |                        |              |                      |                     |      |                 |
| i. Building less than or equal to 25,000 sq. ft.                                  | \$370              | \$377           | \$377        | 100%                   |              | \$7                  | 2%                  |      | Y               |
| ii. Building over 25,000 sq. ft.                                                  |                    |                 |              |                        |              |                      |                     |      |                 |
| a) First 25,000 sq. ft.                                                           | \$370              | \$377           | \$377        | 100%                   |              | \$7                  | 2%                  |      | Y               |
| b) Each additional 25,000 sq. ft. or fraction thereof                             | \$370              | \$377           | \$377        | 100%                   |              | \$7                  | 2%                  |      | Y               |
| 72 Failure to cancel a scheduled inspection 24 hrs. prior                         | \$370              | \$377           | \$377        | 100%                   |              | \$7                  | 2%                  |      | Y               |
| 73 Temporary Certificate of Occupancy                                             | \$184              | \$189           | \$189        | 100%                   |              | \$4                  | 2%                  |      | Y               |



# City of Milpitas

## FIRE

| Fee Description                                     | Current Fee         | Cost of Service | Proposed Fee        | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|-----------------------------------------------------|---------------------|-----------------|---------------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| 74 Standard Hourly Rate - per hour                  | \$370               | \$377           | \$377               | 100%                   |              | \$7                  | 2%                  |      | Y               |
| 75 Overtime Hourly Fee - per hour                   | \$434               | \$452           | \$452               | 100%                   |              | \$19                 | 4%                  |      | Y               |
| 76 Other activities not listed - per hour           | \$370               | \$377           | \$377               | 100%                   |              | \$7                  | 2%                  |      | Y               |
| 77 Additional Plan Review Time - Std. or OT per hr. | HR(s) * hourly rate |                 | HR(s) * hourly rate |                        |              | No Change            | No Change           |      | N               |
| 78 Additional Inspection Time - Std. or OT per hr.  | HR(s) * hourly rate |                 | HR(s) * hourly rate |                        |              | No Change            | No Change           |      | N               |
| 79 Fire Department Technology Fee - % of permit     | 3.80%               |                 | 3.80%               |                        |              | No Change            | No Change           |      | N               |
| 80 Emergency Response Mapping - New Projects        |                     |                 |                     |                        |              |                      |                     |      |                 |
| a) Base Fee - Includes up to 1 hour                 | \$335               | \$377           | \$377               | 100%                   |              | \$42                 | 13%                 |      | Y               |
| b) Each Additional Hour, or fraction thereof        | \$335               | \$377           | \$377               | 100%                   |              | \$42                 | 13%                 |      | Y               |

[a] Minimum 3 hours.

## City of Milpitas

### AMBULANCE

| Fee Description           |                                                 | Current Fee | Proposed Fee | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|---------------------------|-------------------------------------------------|-------------|--------------|----------------------|---------------------|------|-----------------|
| <b>SERVICE FEES</b>       |                                                 |             |              |                      |                     |      |                 |
| 1                         | ALS-1 (Advanced Life Support)                   | \$3,314.54  | \$3,314.54   | \$0.00               | 0.00%               |      | N               |
| 2                         | ALS-2 (Advanced Life Support)                   | \$3,314.54  | \$3,314.54   | \$0.00               | 0.00%               |      | N               |
| 3                         | BLS                                             | \$2,651.64  | \$2,651.64   | \$0.00               | 0.00%               |      | N               |
| 4                         | Mileage                                         | \$112.54    | \$112.54     | \$0.00               | 0.00%               |      | N               |
| 5                         | Hourly Ambulance Standby                        | \$390.19    | \$390.19     | \$0.00               | 0.00%               |      | N               |
| 6                         | Hourly Paramedic – Individual                   | \$195.09    | \$195.09     | \$0.00               | 0.00%               |      | N               |
| 7                         | Hourly EMT – Individual                         | \$130.06    | \$130.06     | \$0.00               | 0.00%               |      | N               |
| <b>EQUIPMENT/SUPPLIES</b> |                                                 |             |              |                      |                     |      |                 |
| 8                         | Airway/Nasal                                    | \$59.95     | \$59.95      | \$0.00               | 0.00%               |      | N               |
| 9                         | Airway/Oral                                     | \$32.70     | \$32.70      | \$0.00               | 0.00%               |      | N               |
| 10                        | Bag Valve Mask                                  | \$198.93    | \$198.93     | \$0.00               | 0.00%               |      | N               |
| 11                        | Bandage, Elastic                                | \$16.07     | \$16.07      | \$0.00               | 0.00%               |      | N               |
| 12                        | Bandages Triangular                             | \$27.25     | \$27.25      | \$0.00               | 0.00%               |      | N               |
| 13                        | Bed Pan                                         | \$27.25     | \$27.25      | \$0.00               | 0.00%               |      | N               |
| 14                        | Blanket, Disposable                             | \$65.40     | \$65.40      | \$0.00               | 0.00%               |      | N               |
| 15                        | Blood Glucose Test                              | \$54.50     | \$54.50      | \$0.00               | 0.00%               |      | N               |
| 16                        | Burn Sheet                                      | \$100.83    | \$100.83     | \$0.00               | 0.00%               |      | N               |
| 17                        | Cervical Collar                                 | \$196.21    | \$196.21     | \$0.00               | 0.00%               |      | N               |
| 18                        | Cold/Hot Pack                                   | \$40.88     | \$40.88      | \$0.00               | 0.00%               |      | N               |
| 19                        | Cpap Procedure                                  | \$844.79    | \$844.79     | \$0.00               | 0.00%               |      | N               |
| 20                        | Defib Pads                                      | \$119.91    | \$119.91     | \$0.00               | 0.00%               |      | N               |
| 21                        | Dressing - Major                                | \$27.25     | \$27.25      | \$0.00               | 0.00%               |      | N               |
| 22                        | Dressing - Minor                                | \$27.25     | \$27.25      | \$0.00               | 0.00%               |      | N               |
| 23                        | Ekg Electrodes                                  | \$51.78     | \$51.78      | \$0.00               | 0.00%               |      | N               |
| 24                        | Ekg Monitor 12 Lead                             | \$258.89    | \$258.89     | \$0.00               | 0.00%               |      | N               |
| 25                        | Emesis Basin/Bag                                | \$21.24     | \$21.24      | \$0.00               | 0.00%               |      | N               |
| 26                        | Endotracheal Tube Introducer/Gum Elastic Bougie | \$182.04    | \$182.04     | \$0.00               | 0.00%               |      | N               |
| 27                        | Headbed Immobilizer                             | \$46.33     | \$46.33      | \$0.00               | 0.00%               |      | N               |
| 28                        | Hepa Mask                                       | \$68.13     | \$68.13      | \$0.00               | 0.00%               |      | N               |
| 29                        | Hood, Spit Sock                                 | \$44.87     | \$44.87      | \$0.00               | 0.00%               |      | N               |
| 30                        | Intravenous Saline Lock                         | \$143.48    | \$143.48     | \$0.00               | 0.00%               |      | N               |
| 31                        | Intravenous Infusion Set                        | \$242.53    | \$242.53     | \$0.00               | 0.00%               |      | N               |
| 32                        | Intravenous Start Kit                           | \$108.92    | \$108.92     | \$0.00               | 0.00%               |      | N               |
| 33                        | Intubation Supplies                             | \$122.63    | \$122.63     | \$0.00               | 0.00%               |      | N               |
| 34                        | IO Supplies                                     | \$812.09    | \$812.09     | \$0.00               | 0.00%               |      | N               |
| 35                        | King Vision Video Larynoscope Channel Blade     | \$45.07     | \$45.07      | \$0.00               | 0.00%               |      | N               |
| 36                        | LMA Supreme - Supraglottic Airway               | \$54.09     | \$54.09      | \$0.00               | 0.00%               |      | N               |
| 37                        | Meconium Aspirator                              | \$24.23     | \$24.23      | \$0.00               | 0.00%               |      | N               |

## City of Milpitas

### AMBULANCE

| Fee Description                  | Current Fee | Proposed Fee | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|----------------------------------|-------------|--------------|----------------------|---------------------|------|-----------------|
| 38 Nebulizer                     | \$128.09    | \$128.09     | \$0.00               | 0.00%               |      | N               |
| 39 Non-Rebreather Mask           | \$29.98     | \$29.98      | \$0.00               | 0.00%               |      | N               |
| 40 O2 Cannula With End-Tidal     | \$92.57     | \$92.57      | \$0.00               | 0.00%               |      | N               |
| 41 O2 Mask/Cannula               | \$62.68     | \$62.68      | \$0.00               | 0.00%               |      | N               |
| 42 OB Pack                       | \$218.01    | \$218.01     | \$0.00               | 0.00%               |      | N               |
| 43 Patient Mover                 | \$87.46     | \$87.46      | \$0.00               | 0.00%               |      | N               |
| 44 Plueral Decompression         | \$185.43    | \$185.43     | \$0.00               | 0.00%               |      | N               |
| 45 Pulse Oximetry                | \$114.46    | \$114.46     | \$0.00               | 0.00%               |      | N               |
| 46 Razor, Disposable             | \$2.27      | \$2.27       | \$0.00               | 0.00%               |      | N               |
| 47 Splint Arm                    | \$40.88     | \$40.88      | \$0.00               | 0.00%               |      | N               |
| 48 Splint Leg                    | \$40.88     | \$40.88      | \$0.00               | 0.00%               |      | N               |
| 49 Splinting (Extremity)         | \$196.21    | \$196.21     | \$0.00               | 0.00%               |      | N               |
| 50 Strap, 5 Foot Immobilization  | \$30.16     | \$30.16      | \$0.00               | 0.00%               |      | N               |
| 51 Suction Tube                  | \$84.48     | \$84.48      | \$0.00               | 0.00%               |      | N               |
| 52 Suctioning                    | \$171.68    | \$171.68     | \$0.00               | 0.00%               |      | N               |
| 53 Temperature Measurement       | \$46.00     | \$46.00      | \$0.00               | 0.00%               |      | N               |
| 54 Tourniquet, Combat            | \$163.85    | \$163.85     | \$0.00               | 0.00%               |      | N               |
| 55 Universal Precautions         | \$76.30     | \$76.30      | \$0.00               | 0.00%               |      | N               |
| 56 Urinal                        | \$27.25     | \$27.25      | \$0.00               | 0.00%               |      | N               |
| <b>MEDICATIONS</b>               |             |              |                      |                     |      |                 |
| 57 Acetaminophen                 | \$329.94    | \$329.94     | \$0.00               | 0.00%               |      | N               |
| 58 Activated Charcoal            | \$55.37     | \$55.37      | \$0.00               | 0.00%               |      | N               |
| 59 Adenosine                     | \$158.06    | \$158.06     | \$0.00               | 0.00%               |      | N               |
| 60 Albuterol                     | \$65.40     | \$65.40      | \$0.00               | 0.00%               |      | N               |
| 61 Amiodarone                    | \$105.12    | \$105.12     | \$0.00               | 0.00%               |      | N               |
| 62 Aspirin                       | \$16.35     | \$16.35      | \$0.00               | 0.00%               |      | N               |
| 63 Atrophine                     | \$46.33     | \$46.33      | \$0.00               | 0.00%               |      | N               |
| 64 Atrophine High Dose           | \$218.54    | \$218.54     | \$0.00               | 0.00%               |      | N               |
| 65 Benadryl                      | \$46.33     | \$46.33      | \$0.00               | 0.00%               |      | N               |
| 66 Calcium Chloride              | \$46.33     | \$46.33      | \$0.00               | 0.00%               |      | N               |
| 67 Dextrose 10% 25G In 250ML Bag | \$66.05     | \$66.05      | \$0.00               | 0.00%               |      | N               |
| 68 Dopamine Drip                 | \$147.16    | \$147.16     | \$0.00               | 0.00%               |      | N               |
| 69 Duodote Autoinjector          | \$136.94    | \$136.94     | \$0.00               | 0.00%               |      | N               |
| 70 Epi 1:1,000 1Mg/1Cc           | \$76.30     | \$76.30      | \$0.00               | 0.00%               |      | N               |
| 71 Epi 1:10,000                  | \$76.30     | \$76.30      | \$0.00               | 0.00%               |      | N               |
| 72 Glucagon                      | \$776.66    | \$776.66     | \$0.00               | 0.00%               |      | N               |
| 73 Glucose Paste                 | \$23.74     | \$23.74      | \$0.00               | 0.00%               |      | N               |
| 74 Lidocaine 2%                  | \$59.95     | \$59.95      | \$0.00               | 0.00%               |      | N               |
| 75 Midazolam                     | \$4.33      | \$4.33       | \$0.00               | 0.00%               |      | N               |

**City of Milpitas**  
**AMBULANCE**

| Fee Description |                                    | Current Fee | Proposed Fee | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|-----------------|------------------------------------|-------------|--------------|----------------------|---------------------|------|-----------------|
| 76              | Morphine                           | \$46.33     | \$46.33      | \$0.00               | 0.00%               |      | N               |
| 77              | Narcan                             | \$87.20     | \$87.20      | \$0.00               | 0.00%               |      | N               |
| 78              | Nitroglycerin Tablet               | \$2.33      | \$2.33       | \$0.00               | 0.00%               |      | N               |
| 79              | Nitropaste                         | \$21.23     | \$21.23      | \$0.00               | 0.00%               |      | N               |
| 80              | Normal Saline Flush Pls 10Cc       | \$40.74     | \$40.74      | \$0.00               | 0.00%               |      | N               |
| 81              | Normal Saline 1000Cc               | \$264.34    | \$264.34     | \$0.00               | 0.00%               |      | N               |
| 82              | Ondansetron Injectable             | \$94.83     | \$94.83      | \$0.00               | 0.00%               |      | N               |
| 83              | Ondansetron Oral Dissolving Tablet | \$78.32     | \$78.32      | \$0.00               | 0.00%               |      | N               |
| 84              | Sodium Bicarb                      | \$81.75     | \$81.75      | \$0.00               | 0.00%               |      | N               |
| 85              | Sterile Water                      | \$65.40     | \$65.40      | \$0.00               | 0.00%               |      | N               |
| 86              | Tranexamic Acid 1,000mg            | \$15.55     | \$15.55      | \$0.00               | 0.00%               |      | N               |

\* These fees are intended to mirror fees authorized by the Santa Clara County Emergency Medical Services Agency (Santa Clara County EMS). If Santa Clara County EMS updates fees subsequent to the adoption of this schedule, this schedule shall be presumed to reflect updated amounts. In the case of discrepancies, fee amounts authorized by Santa Clara County EMS shall supersede the amounts listed above. The City will periodically examine costs to ensure that fees collected do not exceed the City's program costs of service.

**City of Milpitas**  
**POLICE**

| Fee Description                                                | Current Fee       | Cost of Service | Proposed Fee      | Proposed Cost Recovery | Charge Basis | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|----------------------------------------------------------------|-------------------|-----------------|-------------------|------------------------|--------------|----------------------|---------------------|------|-----------------|
| <b>Citations</b>                                               |                   |                 |                   |                        |              |                      |                     |      |                 |
| 1 Citation Sign off for Non Milpitas Residents                 | \$20              | \$45            | \$20              | 45%                    |              | \$0                  | 0%                  |      | N               |
| 2 Parking Citations                                            | \$65 - \$280      |                 | \$65 - \$280      |                        |              | \$0                  | 0%                  | [a]  | N               |
| 3 Copy of Traffic & Parking citations                          | \$5               | \$11            | \$5               | 48%                    |              | \$0                  | 0%                  |      | N               |
| <b>Alarm Fees and Fines</b>                                    |                   |                 |                   |                        |              |                      |                     |      |                 |
| 4 Alarm Permit                                                 |                   |                 |                   |                        |              |                      |                     |      |                 |
| a) Alarm Permit - Initial                                      | \$52              |                 | \$52              |                        | per year     | \$0                  | 0%                  | [b]  | Y               |
| b) Alarm Permit - Renewal                                      | \$26              |                 | \$26              |                        | per year     | \$0                  | 0%                  | [b]  | Y               |
| c) Alarm Permit - Late Filing Fee                              | 50% of permit fee |                 | 50% of permit fee |                        |              | \$0                  | 0%                  |      | N               |
| 5 False Alarm Response (per calendar year)                     |                   |                 |                   |                        |              |                      |                     |      |                 |
| a) First                                                       | No Charge         | \$267           | No Charge         |                        |              | \$0                  | 0%                  |      | N               |
| b) Second                                                      | No Charge         | \$267           | No Charge         |                        |              | \$0                  | 0%                  |      | N               |
| c) Third                                                       | \$98              | \$267           | \$100             | 37%                    |              | \$2                  | 2%                  |      | Y               |
| d) Fourth                                                      | \$163             | \$267           | \$165             | 50%                    |              | \$2                  | 1%                  |      | Y               |
| e) Fifth                                                       | \$325             | \$267           | \$325             | 74%                    |              | (\$0)                | 0%                  |      | Y               |
| f) Sixth or More                                               | \$325             | \$267           | \$325             | 86%                    | per response | (\$0)                | 0%                  |      | Y               |
| 6 False Alarm Response - Additional Fee for Unregistered Alarm | \$33              | \$32            | \$32              | 100%                   | per response | (\$1)                | -3%                 |      | Y               |
| <b>Concealed Weapon Permit</b>                                 |                   |                 |                   |                        |              |                      |                     |      |                 |
| 7 Concealed Weapon Permit                                      |                   |                 |                   |                        |              |                      |                     |      |                 |
| a) Initial Application                                         | \$330             |                 | \$330             |                        |              | \$0                  | 0%                  | [c]  | N               |
| b) Renewal Application                                         | \$25              |                 | \$25              |                        |              | \$0                  | 0%                  | [c]  | N               |
| c) Psychological Testing                                       | Actual Cost       |                 | Actual Cost       |                        |              |                      |                     | [c]  | N               |
| d) Modification of Permit                                      | \$10              |                 | \$10              |                        |              | \$0                  | 0%                  | [c]  | N               |

**City of Milpitas**  
**POLICE**

| Fee Description      |                                                   | Current Fee                                              | Cost of Service | Proposed Fee                                             | Proposed Cost Recovery | Charge Basis         | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|----------------------|---------------------------------------------------|----------------------------------------------------------|-----------------|----------------------------------------------------------|------------------------|----------------------|----------------------|---------------------|------|-----------------|
| <b>Miscellaneous</b> |                                                   |                                                          |                 |                                                          |                        |                      |                      |                     |      |                 |
| 8                    | Fingerprints                                      |                                                          |                 |                                                          |                        |                      |                      |                     |      |                 |
|                      | a) Ink Card Up to (2) Cards                       | \$25                                                     | \$42            | \$40                                                     | 95%                    | Each Additional Card | \$15                 | 60%                 |      | N               |
|                      | b) Ink Card Over (2) Cards                        | \$5                                                      | \$5             | \$5                                                      | 95%                    |                      | \$0                  | 0%                  |      | N               |
|                      | c) Live Scan plus DOJ and FBI fees                | \$25                                                     | \$42            | \$40                                                     | 95%                    |                      | \$15                 | 60%                 |      | N               |
| 9                    | Subpoenas                                         |                                                          |                 |                                                          |                        |                      |                      |                     |      |                 |
|                      | a) Officer                                        | \$275                                                    |                 | \$275                                                    |                        |                      | \$0                  | 0%                  |      | N               |
|                      | b) Records                                        | \$15                                                     |                 | \$15                                                     |                        |                      | \$0                  | 0%                  |      | N               |
| 10                   | Administrative Tow Fees                           |                                                          |                 |                                                          |                        |                      |                      |                     |      |                 |
|                      | a) Impound                                        | \$346                                                    | \$365           | \$365                                                    | 100%                   |                      | \$19                 | 6%                  |      | N               |
|                      | b) Stored                                         | \$50                                                     | \$165           | \$165                                                    | 100%                   |                      | \$115                | 230%                |      | N               |
| 11                   | Repossession Fee                                  | \$15                                                     |                 | \$15                                                     |                        |                      | \$0                  | 0%                  |      | N               |
| 12                   | Incident (Log Event) Reports                      | \$5                                                      | \$21            | \$5                                                      | 24%                    |                      | \$0                  | 0%                  |      | N               |
| 13                   | Photos on CD / Digital Media                      | \$15                                                     | \$32            | \$20                                                     | 63%                    |                      | \$5                  | 33%                 |      | N               |
| 14                   | Police Reports                                    |                                                          |                 |                                                          |                        |                      |                      |                     |      |                 |
|                      | a) Up to (10) Pages                               | \$13                                                     | \$32            | \$15                                                     | 48%                    | per page             | \$2                  | 15%                 |      | N               |
|                      | b) Police Reports Over (10) Pages                 | \$1                                                      |                 | \$1                                                      |                        |                      | \$0                  | 0%                  |      | N               |
| 15                   | US Investigative Request for Law Enforcement Data | \$15                                                     | \$63            | \$15                                                     | 24%                    |                      | \$0                  | 0%                  |      | N               |
| 16                   | Videos / Digital Reproduction                     | Actual Cost billed in 15 minute increments; \$50 minimum |                 | Actual Cost billed in 15 minute increments; \$50 minimum |                        |                      | No Change            | No Change           | [d]  | N               |
| 17                   | Massage Permits                                   | \$1,000                                                  | \$1,003         | \$1,000                                                  | 100%                   |                      | \$0                  | 0%                  |      | N               |

[a] Amounts vary depending on citation type.

[b] Alarm permits are issued per calendar year. Permits will expire annually on December 31st.

[c] Additional fees may apply (e.g., other agency fees, fingerprinting, background testing, firearm training, etc.).

[d] For requests requiring special programming or formatting the City will recover actual costs, including a pass-through of any vendor costs incurred.

**City of Milpitas**  
**ANIMAL REGULATION**

| Fee Description                                                             | Current Fee | Proposed Fee | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note | Yearly Inflator |
|-----------------------------------------------------------------------------|-------------|--------------|----------------------|---------------------|--------------|------|-----------------|
| 1 Animal Bites Penalty                                                      | \$200       | \$200        | No Change            | No Change           | 7 days       |      | N               |
| 2 Animal Impoundment Hearing                                                | \$50        | \$50         | No Change            | No Change           |              |      | N               |
| 3 Animal Nuisance (e.g. barking)                                            | \$100       | \$100        | No Change            | No Change           |              |      | N               |
| 4 Animals in Excess of Maximum Allowed Penalty                              | \$50        | \$50         | No Change            | No Change           |              |      | N               |
| 5 Failure to Apply for Annual Animal Facility Permit                        | \$20        | \$20         | No Change            | No Change           |              |      | N               |
| 6 Inadequate Control or Confinement of Potentially Dangerous Animal Penalty | \$100       | \$100        | No Change            | No Change           |              |      | N               |
| 7 Late Payments for Animal Fees                                             | 10%         | 10%          | No Change            | No Change           |              |      | N               |
| 8 Unlicensed dog or cat penalty                                             | \$50        | \$50         | No Change            | No Change           |              |      | N               |
| 9 Violation of Leash Law                                                    | \$25        | \$25         | No Change            | No Change           |              |      | N               |
| 10 Dog License                                                              |             |              |                      |                     |              |      |                 |
| a) Altered                                                                  | \$25        | \$25         | No Change            | No Change           |              |      | N               |
| b) Late Fee                                                                 | \$20        | \$20         | No Change            | No Change           |              |      | N               |
| c) Unaltered                                                                | \$65        | \$65         | No Change            | No Change           |              |      | N               |
| 11 Cat License                                                              |             |              |                      |                     |              |      |                 |
| a) Altered                                                                  | \$15        | \$15         | No Change            | No Change           |              |      | N               |
| b) Late Fee                                                                 | \$20        | \$20         | No Change            | No Change           |              |      | N               |
| c) Unaltered                                                                | \$35        | \$35         | No Change            | No Change           |              |      | N               |
| 12 Dog Seller Fee                                                           |             |              |                      |                     |              |      |                 |
| a) 1st Permit within Calendar Year                                          | \$89        | \$89         | No Change            | No Change           |              |      | N               |
| b) 2nd Permit within Calendar Year                                          | \$177       | \$177        | No Change            | No Change           |              |      | N               |
| 13 Cat Seller Fee                                                           |             |              |                      |                     |              |      |                 |
| a) 1st Permit within Calendar Year                                          | \$59        | \$59         | No Change            | No Change           |              |      | N               |
| b) 2nd Permit within Calendar Year                                          | \$118       | \$118        | No Change            | No Change           |              |      | N               |
| 14 Animal Disposal Fee                                                      | Actual Cost | Actual Cost  | No Change            | No Change           |              |      | N               |
| 15 Quarantining Animal Fee                                                  | Actual Cost | Actual Cost  | No Change            | No Change           |              |      | N               |
| 16 Redemption of Impounded Animal Fee                                       | Actual Cost | Actual Cost  | No Change            | No Change           |              |      | N               |

**City of Milpitas**  
**ANIMAL REGULATION**

| Fee Description |                                                                                                                                                               | Current Fee                          | Proposed Fee                         | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note | Yearly Inflator |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|--------------------------------------|----------------------|---------------------|--------------|------|-----------------|
| 17              | Annual Animal Adoption Permit Fee                                                                                                                             | \$59                                 | \$59                                 | No Change            | No Change           |              |      | N               |
| 18              | Annual Animal Facility Permit Application Fee                                                                                                                 | \$59                                 | \$59                                 | No Change            | No Change           |              |      | N               |
| 19              | Dangerous Animal Annual Permit Fee                                                                                                                            | \$177                                | \$177                                | No Change            | No Change           |              |      | N               |
| 20              | Permit for Exception to Number or Type of Animals Allowed, Application Fee                                                                                    | \$24                                 | \$24                                 | No Change            | No Change           |              |      | N               |
| 21              | Other Requested/Required Services - See City of San Jose<br>(The City of Milpitas contracts with the City of San Jose for various Animal Regulation services) | See City of San Jose<br>fee schedule | See City of San Jose<br>fee schedule | No Change            | No Change           |              |      | N               |



# City of Milpitas

## RECREATION

### Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

| Fee Description                           | Current Fee                    | Proposed Fee                   | Proposed Change (\$) | Proposed Change (%) | Charge Basis         | Note | Yearly Inflator |
|-------------------------------------------|--------------------------------|--------------------------------|----------------------|---------------------|----------------------|------|-----------------|
| <b>ADULT RECREATION</b>                   |                                |                                |                      |                     |                      |      |                 |
| <b>Adult Sports Enrichment Fees</b>       |                                |                                |                      |                     |                      |      |                 |
| 1 Sports League (full season)             |                                |                                |                      |                     |                      |      |                 |
| a) per team                               | \$545 - \$775                  | \$545 - \$775                  | \$0                  | 0%                  | per season           |      | Y               |
| b) Additional fee per non-resident player | \$11                           | \$11                           | \$0                  | 0%                  | per season           |      | Y               |
| <b>AQUATICS</b>                           |                                |                                |                      |                     |                      |      |                 |
| 2 Recreational Swim                       | \$3 - \$8                      | \$5 - \$12                     | \$2 - \$4            | varies              | per person           |      | Y               |
| 3 Swimming Lessons Group                  |                                |                                |                      |                     |                      |      |                 |
| a) Residents                              | \$85 - \$116                   | \$85 - \$116                   | \$0                  | 0%                  | per session          |      | Y               |
| 4 Private Swimming Lessons                |                                |                                |                      |                     |                      |      |                 |
| a) Residents                              | \$40 - \$50                    | \$40 - \$50                    | \$0                  | 0%                  | per half hour lesson |      | Y               |
| <b>ARTS &amp; CULTURE PROGRAMS</b>        |                                |                                |                      |                     |                      |      |                 |
| 5 Cultural Facilities Entrance Fee        | \$0 - \$20                     | \$0 - \$20                     | \$0                  | 0%                  | per person           |      | Y               |
| 6 Cultural Event Activity Fee             | \$0 - \$20                     | \$0 - \$20                     | \$0                  | 0%                  | per person           |      | Y               |
| 7 Busker Fee                              | \$0 - \$20                     | \$0 - \$20                     | \$0                  | 0%                  | per event            |      | Y               |
| 8 Artisan/Cottage Vendor Fee              | \$25 - \$105                   | \$25 - \$105                   | \$0                  | 0%                  | per event            |      | Y               |
| 9 Theatre Audition/Cast Fee               |                                |                                |                      |                     |                      |      |                 |
| a) Residents                              | \$0 - \$143                    | \$0 - \$150                    | \$0 - \$7            | varies              | per production       |      | Y               |
| 10 Theatre Entrance Fees                  |                                |                                |                      |                     |                      |      |                 |
| a) General Production                     | \$0 - \$20                     | \$0 - \$20                     | \$0                  | 0%                  | per person           |      | Y               |
| b) Special Production                     | \$0 - \$50                     | \$0 - \$50                     | \$0                  | 0%                  | per person           |      | Y               |
| 11 <b>CONTRACT CLASSES / PROGRAMS</b>     | Instructor:<br>Negotiated Rate | Instructor:<br>Negotiated Rate |                      |                     |                      |      | N               |

# City of Milpitas

## RECREATION

### Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

| Fee Description                                       | Current Fee | Proposed Fee  | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note | Yearly Inflator |
|-------------------------------------------------------|-------------|---------------|----------------------|---------------------|--------------|------|-----------------|
| <b>MEMBERSHIP</b>                                     |             |               |                      |                     |              |      |                 |
| 12 Senior Center Membership                           |             |               |                      |                     |              |      |                 |
| a) Residents                                          | \$14 - \$18 | \$15 - \$20   | \$1 - \$2            | varies              | per year     |      | Y               |
| b) Non-Resident                                       | \$34-\$38   | \$35 - \$40   | \$1 - \$2            | varies              | per year     |      | Y               |
| <b>Sports Center Membership</b>                       |             |               |                      |                     |              |      |                 |
| 13 Fitness Passes - Per Visit Packages                |             |               |                      |                     |              |      |                 |
| a) 5 visits                                           | \$27        | \$27          | \$0                  | 0%                  | per package  |      | Y               |
| b) 10 visits                                          | \$54        | \$54          | \$0                  | 0%                  | per package  |      | Y               |
| c) 15 visits                                          | \$81        | \$81          | \$0                  | 0%                  | per package  |      | Y               |
| d) 20 visits                                          | \$108       | \$108         | \$0                  | 0%                  | per package  |      | Y               |
| 14 Fitness Passes Senior (50+) - Per Visit Packages   |             |               |                      |                     |              |      |                 |
| a) 5 visits                                           | \$17        | \$17          | \$0                  | 0%                  | per package  |      | Y               |
| b) 10 visits                                          | \$34        | \$34          | \$0                  | 0%                  | per package  |      | Y               |
| c) 15 visits                                          | \$51        | \$51          | \$0                  | 0%                  | per package  |      | Y               |
| d) 20 visits                                          | \$68        | \$68          | \$0                  | 0%                  | per package  |      | Y               |
| 15 Drop-In Fee                                        | \$8 - \$14  | \$8 - \$14    | \$0                  | 0%                  | per package  |      | Y               |
| 16 Sports Center Unlimited Packages                   |             |               |                      |                     |              |      |                 |
| a) Monthly                                            | \$70        | \$70 - \$80   | \$0 - \$10           | varies              | per package  |      | Y               |
| b) 3 Months                                           | \$210       | \$210 - \$220 | \$0 - \$10           | varies              | per package  |      | Y               |
| c) 6 Months                                           | \$310       | \$310 - \$320 | \$0 - \$10           | varies              | per package  |      | Y               |
| d) 12 Months                                          | \$510       | \$510 - \$520 | \$0 - \$10           | varies              | per package  |      | Y               |
| 17 Sports Center Unlimited Packages - Senior (50+)    |             |               |                      |                     |              |      |                 |
| a) Monthly                                            | \$40        | \$40 - \$50   | \$0 - \$10           | varies              | per package  |      | Y               |
| b) 3 Months                                           | \$95        | \$95 - \$105  | \$0 - \$10           | varies              | per package  |      | Y               |
| c) 6 Months                                           | \$145       | \$145 - \$155 | \$0 - \$10           | varies              | per package  |      | Y               |
| d) 12 Months                                          | \$255       | \$255 - \$265 | \$0 - \$10           | varies              | per package  |      | Y               |
| 18 Fitness Passes - Per Visit Packages - Non Resident |             |               |                      |                     |              |      |                 |
| a) 5 visits - Non Resident                            | \$32        | \$32          | \$0                  | 0%                  | per package  |      | Y               |
| b) 10 visits - Non Resident                           | \$64        | \$64          | \$0                  | 0%                  | per package  |      | Y               |
| c) 15 visits - Non Resident                           | \$96        | \$96          | \$0                  | 0%                  | per package  |      | Y               |
| d) 20 visits - Non Resident                           | \$128       | \$128         | \$0                  | 0%                  | per package  |      | Y               |
| 19 Fitness Passes Senior (50+) - Per Visit Packages   |             |               |                      |                     |              |      |                 |
| a) 5 visits - Non Resident                            | \$22        | \$22          | \$0                  | 0%                  | per package  |      | Y               |
| b) 10 visits - Non Resident                           | \$44        | \$44          | \$0                  | 0%                  | per package  |      | Y               |
| c) 15 visits - Non Resident                           | \$66        | \$66          | \$0                  | 0%                  | per package  |      | Y               |
| d) 20 visits - Non Resident                           | \$88        | \$88          | \$0                  | 0%                  | per package  |      | Y               |

# City of Milpitas

## RECREATION

### Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

| Fee Description                                    | Current Fee | Proposed Fee  | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note | Yearly Inflator |
|----------------------------------------------------|-------------|---------------|----------------------|---------------------|--------------|------|-----------------|
| 20 Sports Center Unlimited Packages                |             |               |                      |                     |              |      |                 |
| a) Monthly - Non Resident                          | \$80        | \$80 - \$90   | \$0 - \$10           | varies              | per package  |      | Y               |
| b) 3 Months - Non Resident                         | \$238       | \$238 - \$248 | \$0 - \$10           | varies              | per package  |      | Y               |
| c) 6 Months - Non Resident                         | \$362       | \$362 - \$372 | \$0 - \$10           | varies              | per package  |      | Y               |
| d) 12 Months - Non Resident                        | \$611       | \$611 - \$621 | \$0 - \$10           | varies              | per package  |      | Y               |
| 21 Sports Center Unlimited Packages - Senior (50+) |             |               |                      |                     |              |      |                 |
| a) Monthly - Non Resident                          | \$49        | \$49 - \$59   | \$0 - \$10           | varies              | per package  |      | Y               |
| b) 3 Months - Non Resident                         | \$119       | \$119 - \$129 | \$0 - \$10           | varies              | per package  |      | Y               |
| c) 6 Months - Non Resident                         | \$191       | \$191 - \$201 | \$0 - \$10           | varies              | per package  |      | Y               |
| d) 12 Months - Non Resident                        | \$347       | \$347 - \$357 | \$0 - \$10           | varies              | per package  |      | Y               |
| <b>Artificial Turf Field</b>                       |             |               |                      |                     |              |      |                 |
| 22 Deposit (Football/Soccer)                       |             |               |                      |                     |              |      |                 |
| a) Priority II & III                               | n/a         | n/a           | \$0                  | 0%                  |              |      | N               |
| b) Priority IV & V                                 | \$1,000     | \$1,000       | \$0                  | 0%                  |              |      | N               |
| 23 Deposit (Soccer/Volleyball)                     |             |               |                      |                     |              |      |                 |
| a) Priority II & III                               | n/a         | n/a           | \$0                  | 0%                  |              |      | N               |
| b) Priority IV & V                                 | \$750       | \$750         | \$0                  | 0%                  |              |      | N               |
| 24 Artificial Turf Football/Soccer w/o lights      |             |               |                      |                     |              |      |                 |
| a) Priority II & III                               | n/a         | n/a           | \$0                  | 0%                  |              |      | N               |
| b) Priority IV                                     | \$160       | \$160         | \$0                  | 0%                  | per hour     |      | N               |
| c) Priority V                                      | \$321       | \$321         | \$0                  | 0%                  | per hour     |      | N               |
| 25 Artificial Turf Football/Soccer w/ lights       |             |               |                      |                     |              |      |                 |
| a) Priority II & III                               | n/a         | n/a           | \$0                  | 0%                  |              |      | N               |
| b) Priority IV                                     | \$171       | \$171         | \$0                  | 0%                  | per hour     |      | N               |
| c) Priority V                                      | \$342       | \$342         | \$0                  | 0%                  | per hour     |      | N               |
| 26 Artificial Turf Volleyball/Soccer w/o lights    |             |               |                      |                     |              |      |                 |
| a) Priority II & III                               | n/a         | n/a           | \$0                  | 0%                  |              |      | N               |
| b) Priority IV                                     | \$109       | \$109         | \$0                  | 0%                  | per hour     |      | N               |
| c) Priority V                                      | \$217       | \$217         | \$0                  | 0%                  | per hour     |      | N               |
| 27 Artificial Turf Volleyball/Soccer w/ lights     |             |               |                      |                     |              |      |                 |
| a) Priority II & III                               | n/a         | n/a           | \$0                  | 0%                  |              |      | N               |
| b) Priority IV                                     | \$119       | \$119         | \$0                  | 0%                  | per hour     |      | N               |
| c) Priority V                                      | \$238       | \$238         | \$0                  | 0%                  | per hour     |      | N               |

# City of Milpitas

## RECREATION

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| Fee Description                                  | Current Fee | Proposed Fee | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note | Yearly Inflator |
|--------------------------------------------------|-------------|--------------|----------------------|---------------------|--------------|------|-----------------|
| 28 Tournament: Field w/o lights (Football)       |             |              |                      |                     |              |      |                 |
| a) Priority II & III                             | n/a         | n/a          | \$0                  | 0%                  |              |      | N               |
| b) Priority IV                                   | \$228       | \$235        | \$7                  | 3%                  | per hour     |      | N               |
| c) Priority V                                    | \$342       | \$353        | \$11                 | 3%                  | per hour     |      | N               |
| 29 Tournament: Field w/ lights (Football)        |             |              |                      |                     |              |      |                 |
| a) Priority II & III                             | n/a         | n/a          | \$0                  | 0%                  |              |      | N               |
| b) Priority IV                                   | \$238       | \$245        | \$7                  | 3%                  | per hour     |      | N               |
| c) Priority V                                    | \$357       | \$368        | \$11                 | 3%                  | per hour     |      | N               |
| 30 Tournament: Field w/o lights (Small)          |             |              |                      |                     |              |      |                 |
| a) Priority II & III                             | n/a         | n/a          | \$0                  | 0%                  |              |      | N               |
| b) Priority IV                                   | \$171       | \$176        | \$5                  | 3%                  | per hour     |      | N               |
| c) Priority V                                    | \$256       | \$264        | \$8                  | 3%                  | per hour     |      | N               |
| 31 Tournament: Field w/ lights (Small)           |             |              |                      |                     |              |      |                 |
| a) Priority II & III                             | n/a         | n/a          | \$0                  | 0%                  |              |      | N               |
| b) Priority IV                                   | \$181       | \$187        | \$6                  | 3%                  | per hour     |      | N               |
| c) Priority V                                    | \$272       | \$280        | \$8                  | 3%                  | per hour     |      | N               |
| <b>Community Center Rentals</b>                  |             |              |                      |                     |              |      |                 |
| 32 Application Fee (non-refundable)              | \$21 - \$31 | \$31 - \$41  | \$10                 | varies              | per rental   |      | N               |
| 33 Rental Deposits: Classroom/Conference Room    | \$200       | \$200        | \$0                  | 0%                  | per rental   |      | N               |
| 34 Rental Deposits: Auditorium                   | \$500       | \$500        | \$0                  | 0%                  | per rental   |      | N               |
| 35 Rental Deposits: Auditorium Screen            | \$250       | \$250        | \$0                  | 0%                  | per rental   |      | N               |
| 36 Auditorium (3 hr. minimum)                    |             |              |                      |                     |              |      |                 |
| a) Priority II                                   | no fee      | no fee       | \$0                  | 0%                  |              |      | N               |
| b) Priority III                                  | \$109       | \$109        | \$0                  | 0%                  | per hour     |      | N               |
| c) Priority IV                                   | \$217       | \$217        | \$0                  | 0%                  | per hour     |      | N               |
| d) Priority V                                    | \$279       | \$279        | \$0                  | 0%                  | per hour     |      | N               |
| 37 Conference Room (2 hr. minimum)               |             |              |                      |                     |              |      |                 |
| a) Priority II                                   | no fee      | no fee       | \$0                  | 0%                  |              |      | N               |
| b) Priority III                                  | \$38        | \$38         | \$0                  | 0%                  | per hour     |      | N               |
| c) Priority IV                                   | \$77        | \$77         | \$0                  | 0%                  | per hour     |      | N               |
| d) Priority V                                    | \$139       | \$139        | \$0                  | 0%                  | per hour     |      | N               |
| 38 Dance Studio. Craft Classroom (2 hr. minimum) |             |              |                      |                     |              |      |                 |
| a) Priority II                                   | no fee      | no fee       | \$0                  | 0%                  |              |      | N               |
| b) Priority III                                  | \$22        | \$22         | \$0                  | 0%                  | per hour     |      | N               |
| c) Priority IV                                   | \$43        | \$43         | \$0                  | 0%                  | per hour     |      | N               |
| d) Priority V                                    | \$106       | \$106        | \$0                  | 0%                  | per hour     |      | N               |

# City of Milpitas

## RECREATION

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| Fee Description                                      | Current Fee | Proposed Fee | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note | Yearly Inflator |
|------------------------------------------------------|-------------|--------------|----------------------|---------------------|--------------|------|-----------------|
| 39 Facility Attendant Fees                           |             |              |                      |                     |              |      |                 |
| a) Priority II,III, IV                               | \$32        | \$32         | \$0                  | 0%                  | per hour     |      | N               |
| b) Priority V                                        | \$64        | \$64         | \$0                  | 0%                  | per hour     |      | N               |
| 40 Piano                                             |             |              |                      |                     |              |      |                 |
| a) Priority III, IV                                  | \$22        | \$22         | \$0                  | 0%                  | per day      |      | N               |
| b) Priority V                                        | \$87        | \$87         | \$0                  | 0%                  | per day      |      | N               |
| 41 Auditorium Sound System (includes staff time)     | \$54        | \$54         | \$0                  | 0%                  | per hour     |      | N               |
| 42 Podium                                            | n/a - new   | \$25         | n/a - new            | n/a - new           | per day      |      | N               |
| 43 Podium (with Delivery)                            | n/a - new   | \$50         | n/a - new            | n/a - new           | per day      |      | N               |
| <b>Field Rentals</b>                                 |             |              |                      |                     |              |      |                 |
| 44 Application Fee (non-refundable)                  | \$21 - \$31 | \$31 - \$41  | \$10                 | varies              |              | [a]  | N               |
| 45 Rental Deposits                                   |             |              |                      |                     |              |      |                 |
| a) Priority II & III                                 | n/a         | n/a          | \$0                  | 0%                  |              |      | N               |
| b) Priority IV & V                                   | \$750       | \$750        | \$0                  | 0%                  |              |      | N               |
| 46 Cricket Pitch                                     |             |              |                      |                     |              |      |                 |
| a) Priority II & III                                 | n/a         | n/a          | \$0                  | 0%                  |              |      | N               |
| b) Priority IV                                       | \$32        | \$32         | \$0                  | 0%                  | per hour     |      | N               |
| c) Priority V                                        | \$64        | \$64         | \$0                  | 0%                  | per hour     |      | N               |
| 47 Soccer Field w/o lights (2hr. Minimum)            |             |              |                      |                     |              |      |                 |
| a) Priority II & III                                 | n/a         | n/a          | \$0                  | 0%                  |              |      | N               |
| b) Priority IV                                       | \$32        | \$32         | \$0                  | 0%                  | per hour     |      | N               |
| c) Priority V                                        | \$64        | \$64         | \$0                  | 0%                  | per hour     |      | N               |
| 48 Soccer Field w/ lights (2hr. Minimum)             |             |              |                      |                     |              |      |                 |
| a) Priority II & III                                 | n/a         | n/a          | \$0                  | 0%                  |              |      | N               |
| b) Priority IV                                       | \$43        | \$43         | \$0                  | 0%                  | per hour     |      | N               |
| c) Priority V                                        | \$87        | \$87         | \$0                  | 0%                  | per hour     |      | N               |
| 49 Softball/ Baseball Field w/o lights (2hr minimum) |             |              |                      |                     |              |      |                 |
| a) Priority II & III                                 | n/a         | n/a          | \$0                  | 0%                  |              |      | N               |
| b) Priority IV                                       | \$22        | \$22         | \$0                  | 0%                  | per hour     |      | N               |
| c) Priority V                                        | \$43        | \$43         | \$0                  | 0%                  | per hour     |      | N               |
| 50 Softball/ Baseball Field w/ lights (2hr minimum)  |             |              |                      |                     |              |      |                 |
| a) Priority II & III                                 | n/a         | n/a          | \$0                  | 0%                  |              |      | N               |
| b) Priority IV                                       | \$32        | \$32         | \$0                  | 0%                  | per hour     |      | N               |
| c) Priority V                                        | \$64        | \$64         | \$0                  | 0%                  | per hour     |      | N               |

# City of Milpitas

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| Fee Description                                 | Current Fee   | Proposed Fee  | Proposed Change (\$) | Proposed Change (%) | Charge Basis      | Note | Yearly Inflator |
|-------------------------------------------------|---------------|---------------|----------------------|---------------------|-------------------|------|-----------------|
| 51 Tournaments: Field w/o lights                |               |               |                      |                     |                   |      |                 |
| a) Priority II & III                            | n/a           | n/a           | \$0                  | 0%                  |                   |      | N               |
| b) Priority IV                                  | \$65          | \$65          | \$0                  | 0%                  | per hour          |      | N               |
| c) Priority V                                   | \$130         | \$130         | \$0                  | 0%                  | per hour          |      | N               |
| 52 Tournaments: Field w/ lights                 |               |               |                      |                     |                   |      |                 |
| a) Priority II & III                            | n/a           | n/a           | \$0                  | 0%                  |                   |      | N               |
| b) Priority IV                                  | \$86          | \$86          | \$0                  | 0%                  | per hour          |      | N               |
| c) Priority V                                   | \$172         | \$172         | \$0                  | 0%                  | per hour          |      | N               |
| <b>Gym, Courts &amp; Pool Rentals</b>           |               |               |                      |                     |                   |      |                 |
| 53 Application Fee (non-refundable)             | \$21 - \$31   | \$31 - \$41   | \$10                 | varies              |                   |      | N               |
| 54 Rental Deposit                               |               |               |                      |                     |                   |      |                 |
| a) Priority II & III                            | n/a           | n/a           | \$0                  | 0%                  |                   |      | N               |
| b) Priority IV & V                              | \$750         | \$750         | \$0                  | 0%                  |                   |      | N               |
| 55 Large Gymnasium (3 hr. minimum)              |               |               |                      |                     |                   |      |                 |
| a) Priority II & III                            | n/a           | n/a           | \$0                  | 0%                  |                   |      | N               |
| b) Priority IV                                  | \$88          | \$92          | \$4                  | 5%                  |                   |      | N               |
| c) Priority V                                   | \$176         | \$184         | \$8                  | 5%                  |                   |      | N               |
| 56 MSC Dance Studio (2 hr. minimum)             |               |               |                      |                     |                   |      |                 |
| a) Priority II                                  | no fee        | no fee        | \$0                  | 0%                  |                   |      | N               |
| b) Priority III                                 | \$21          | \$22          | \$1                  | 5%                  | per hour          |      | N               |
| c) Priority IV                                  | \$42          | \$44          | \$2                  | 5%                  | per hour          |      | N               |
| d) Priority V                                   | \$102         | \$107         | \$5                  | 5%                  | per hour          |      | N               |
| 57 Tournaments: Large Gymnasium (3 hr. Minimum) |               |               |                      |                     |                   |      |                 |
| a) Priority II & III                            | n/a           | n/a           | \$0                  | 0%                  |                   |      | N               |
| b) Priority IV                                  | \$150         | \$158         | \$8                  | 5%                  |                   |      | N               |
| c) Priority V                                   | \$233         | \$245         | \$12                 | 5%                  |                   |      | N               |
| 58 Training Pool (2hr. minimum)                 |               |               |                      |                     |                   |      |                 |
| a) Priority II & III                            | n/a           | n/a           | \$0                  | 0%                  |                   |      | N               |
| b) Priority IV                                  | \$54 - \$74   | \$54 - \$74   | \$0                  | 0%                  | per hr + 2 guards |      | N               |
| c) Priority V                                   | \$108 - \$128 | \$108 - \$128 | \$0                  | 0%                  | per hr + 2 guards |      | N               |
| 59 Yard Pool (2 hr. minimum)                    |               |               |                      |                     |                   |      |                 |
| a) Priority II & III                            | n/a           | n/a           | \$0                  | 0%                  |                   |      | N               |
| b) Priority IV                                  | \$67 - \$87   | \$67 - \$87   | \$0                  | 0%                  | per hr + 2 guards |      | N               |
| c) Priority V                                   | \$135 - \$155 | \$135 - \$155 | \$0                  | 0%                  | per hr + 2 guards |      | N               |

## City of Milpitas RECREATION

### Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

| Fee Description                                   | Current Fee   | Proposed Fee  | Proposed Change (\$) | Proposed Change (%) | Charge Basis      | Note | Yearly Inflator |
|---------------------------------------------------|---------------|---------------|----------------------|---------------------|-------------------|------|-----------------|
| 60 Meter Pool (2 hr. minimum)                     |               |               |                      |                     |                   |      |                 |
| a) Priority II & III                              | n/a           | n/a           | \$0                  | 0%                  |                   |      | N               |
| b) Priority IV                                    | \$78 - \$98   | \$78 - \$98   | \$0                  | 0%                  | per hr + 2 guards |      | N               |
| c) Priority V                                     | \$155 - \$175 | \$155 - \$175 | \$0                  | 0%                  | per hr + 2 guards |      | N               |
| 61 Facility Attendant/Scorekeeper (per attendant) |               |               |                      |                     |                   | [a]  |                 |
| a) Priority II & IV                               | \$32          | \$32          | \$0                  | 0%                  | per hour          |      | N               |
| b) Priority V                                     | \$64          | \$64          | \$0                  | 0%                  | per hour          |      | N               |
| 62 Lifeguard Fees (per Lifeguard)                 |               |               |                      |                     |                   | [a]  |                 |
| a) Priority II & IV                               | \$21          | \$22          | \$1                  | 6%                  | per hour          |      | N               |
| b) Priority V                                     | \$41          | \$43          | \$2                  | 4%                  | per hour          |      | N               |
| 63 Classroom (2hr. minimum)                       |               |               |                      |                     |                   |      |                 |
| a) Priority II                                    | n/a           | n/a           | \$0                  | 0%                  |                   |      | N               |
| b) Priority III                                   | \$22          | \$22          | \$0                  | 0%                  | per hour          |      | N               |
| c) Priority IV                                    | \$43          | \$43          | \$0                  | 0%                  | per hour          |      | N               |
| d) Priority V                                     | \$106         | \$106         | \$0                  | 0%                  | per hour          |      | N               |
| e) Deckside Party Area                            | n/a - new fee | \$35 - \$67   | n/a - new fee        | n/a - new fee       | per rental        |      | N               |
| <b>Higuera Adobe</b>                              |               |               |                      |                     |                   |      |                 |
| 64 Application Fee (non-refundable)               | \$21 - \$31   | \$31 - \$41   | \$10                 | varies              |                   | [b]  | N               |
| 65 Rental Deposit                                 | \$500         | \$500         | \$0                  | 0%                  |                   | [b]  | N               |
| 66 Auditorium (3hr. Minimum)                      |               |               |                      |                     |                   |      |                 |
| a) Priority II                                    | no fee        | no fee        | \$0                  | 0%                  |                   |      | N               |
| b) Priority III                                   | \$54          | \$54          | \$0                  | 0%                  | per hour          |      | N               |
| c) Priority IV                                    | \$108         | \$108         | \$0                  | 0%                  | per hour          |      | N               |
| d) Priority V                                     | \$170         | \$170         | \$0                  | 0%                  | per hour          |      | N               |
| 67 Facility Attendant Fees (per attendant)        |               |               |                      |                     |                   |      |                 |
| a) Priority II, III, & IV                         | \$32          | \$32          | \$0                  | 0%                  | per hour          |      | N               |
| b) Priority V                                     | \$64          | \$64          | \$0                  | 0%                  | per hour          |      | N               |

## City of Milpitas

### RECREATION

#### Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

| Fee Description                                                          | Current Fee | Proposed Fee | Proposed Change (\$) | Proposed Change (%) | Charge Basis         | Note    | Yearly Inflator |
|--------------------------------------------------------------------------|-------------|--------------|----------------------|---------------------|----------------------|---------|-----------------|
| <b>City Hall</b>                                                         |             |              |                      |                     |                      |         |                 |
| 68 Application Fee (non-refundable)                                      | \$30        | \$31 - \$41  | \$10                 | varies              | per rental           |         | N               |
| 69 Rental Deposit                                                        | \$500       | \$500        | \$0                  | 0%                  |                      | [b]     | N               |
| 70 City Hall Rotunda (2 hr. minimum)                                     |             |              |                      |                     |                      |         |                 |
| a) Priority II                                                           | no fee      | no fee       | \$0                  | 0%                  |                      |         | N               |
| b) Priority III                                                          | \$41        | \$41         | \$0                  | 0%                  | per hour             |         | N               |
| c) Priority IV                                                           | \$83        | \$83         | \$0                  | 0%                  | per hour             |         | N               |
| d) Priority V                                                            | \$166       | \$166        | \$0                  | 0%                  | per hour             |         | N               |
| 71 City Hall City Council Chambers (2 hr. minimum)                       |             |              |                      |                     |                      |         |                 |
| a) Priority II                                                           | no fee      | no fee       | \$0                  | 0%                  |                      |         | N               |
| b) Priority III                                                          | \$81        | \$81         | \$0                  | 0%                  | per hour             |         | N               |
| c) Priority IV                                                           | \$269       | \$269        | \$0                  | 0%                  | per hour             |         | N               |
| d) Priority V                                                            | \$538       | \$538        | \$0                  | 0%                  | per hour             |         | N               |
| 72 City Hall Veterans Plaza (2 hr. minimum)                              |             |              |                      |                     |                      |         |                 |
| a) Priority II                                                           | no fee      | no fee       | \$0                  | 0%                  |                      |         | N               |
| b) Priority III                                                          | \$41        | \$41         | \$0                  | 0%                  | per hour             |         | N               |
| c) Priority IV                                                           | \$83        | \$83         | \$0                  | 0%                  | per hour             |         | N               |
| d) Priority V                                                            | \$166       | \$166        | \$0                  | 0%                  | per hour             |         | N               |
| 73 Staff/hour - Maintenance and/or IT (per attendant / per staff member) | \$52        | \$52 - \$120 | varies               | varies              | per hour / per staff |         | N               |
| <b>Special Event Venue/Open Space</b>                                    |             |              |                      |                     |                      |         |                 |
| 74 Application Fee (non-refundable)                                      | \$31        | \$31 - \$41  | \$10                 | varies              | per application      |         | N               |
| 75 Rental Deposits                                                       | \$1,000     | \$1,000      | \$0                  | 0%                  | per day              |         | N               |
| 76 Rental Fee                                                            |             |              |                      |                     |                      |         |                 |
| a) Priority II & III                                                     | \$1,069     | \$1,069      | \$0                  | 0%                  | per day              |         | N               |
| b) Priority IV                                                           | \$2,138     | \$2,138      | \$0                  | 0%                  | per day              |         | N               |
| c) Priority V                                                            | \$3,207     | \$3,207      | \$0                  | 0%                  | per day              |         | N               |
| 77 Facility Attendant Fees (per attendant)                               | \$32        | \$32         | \$0                  | 0%                  | per hour             | [c],[d] | N               |



# City of Milpitas

## RECREATION

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Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

| Fee Description            |                                                     | Current Fee       | Proposed Fee | Proposed Change (\$) | Proposed Change (%) | Charge Basis     | Note | Yearly Inflator |
|----------------------------|-----------------------------------------------------|-------------------|--------------|----------------------|---------------------|------------------|------|-----------------|
| <b>Mobile Stage Rental</b> |                                                     |                   |              |                      |                     |                  |      |                 |
| 78                         | Deposit (All Priorities)                            | \$1,000           |              |                      |                     |                  |      | N               |
| 79                         | Rental (All Priorities)                             | \$1,370 – \$2,740 |              |                      |                     | per day          |      | Y               |
| 80                         | Light Package                                       | \$110 – \$1,100   |              |                      |                     | per rental       | {c}  | Y               |
| 81                         | Light Mixer                                         | \$110 – \$440     |              |                      |                     | per rental       | {d}  | Y               |
| 82                         | Light Tech                                          | \$33 – \$110      |              |                      |                     | per hour         | {e}  | Y               |
| 83                         | Staff Fee                                           | \$110 – \$2,750   |              |                      |                     | per hour         | {f}  | Y               |
| 84                         | Mileage                                             | \$0.50 – \$3.50   |              |                      |                     | per mile         | {g}  | Y               |
| 85                         | ADA Ramp                                            | \$270             |              |                      |                     |                  |      | Y               |
| 86                         | Truss Roof Cover/ Banner Support                    | \$110 – \$440     |              |                      |                     | per rental       | {c}  | Y               |
| <b>Picnic Area Rentals</b> |                                                     |                   |              |                      |                     |                  |      |                 |
| 78                         | Application Fee (non-refundable)                    | \$21 - \$31       | \$31 - \$41  | \$10                 | varies              |                  |      | N               |
| 79                         | Rental Deposit: Large Picnic Area                   | \$250             | \$250        | \$0                  | 0%                  |                  |      | N               |
| 80                         | Small Parks with Restrooms (50 or less capacity)    |                   |              |                      |                     |                  |      |                 |
|                            | a) Priority III & IV                                | \$88              | \$88         | \$0                  | 0%                  | per day per area | [b]  | N               |
|                            | b) Priority V                                       | \$155             | \$155        | \$0                  | 0%                  | per day per area | [b]  | N               |
| 81                         | Small Parks without Restrooms (50 or less capacity) |                   |              |                      |                     |                  |      |                 |
|                            | a) Priority III & IV                                | \$67              | \$67         | \$0                  | 0%                  | per day per area | [b]  | N               |
|                            | b) Priority V                                       | \$135             | \$135        | \$0                  | 0%                  | per day per area | [b]  | N               |
| 82                         | Medium Parks 50 to 100 or less capacity             |                   |              |                      |                     |                  |      |                 |
|                            | a) Priority III & IV                                | \$150             | \$150        | \$0                  | 0%                  | per day per area | [b]  | N               |
|                            | b) Priority V                                       | \$212             | \$212        | \$0                  | 0%                  | per day per area | [b]  | N               |
| 83                         | Large Parks More than 100+ capacity                 |                   |              |                      |                     |                  |      |                 |
|                            | a) Priority III & IV                                | \$342             | \$342        | \$0                  | 0%                  | per day per area | [b]  | N               |
|                            | b) Priority V                                       | \$404             | \$404        | \$0                  | 0%                  | per day per area | [b]  | N               |
| 84                         | Bounce House Permit                                 |                   |              |                      |                     |                  |      |                 |
|                            | a) Priority III & IV                                | n/a - new         | \$60         | n/a - new            | n/a - new           |                  | [b]  | N               |
|                            | b) Priority V                                       | n/a - new         | \$100        | n/a - new            | n/a - new           |                  | [b]  | N               |

## City of Milpitas

### RECREATION

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| Fee Description                      |                                         | Current Fee | Proposed Fee | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note | Yearly Inflator |
|--------------------------------------|-----------------------------------------|-------------|--------------|----------------------|---------------------|--------------|------|-----------------|
| <b>Sal Cracolice Facility Rental</b> |                                         |             |              |                      |                     |              |      |                 |
| 85                                   | Application Fee (non-refundable)        | \$22 - \$34 | \$31 - \$41  | varies               | varies              |              |      | N               |
| 86                                   | Rental Deposit Meeting Room             | \$200       | \$200        | \$0                  | 0%                  | per rental   |      | N               |
| 87                                   | Rental Deposit Amphitheater             | \$500       | \$500        | \$0                  | 0%                  | per rental   |      | N               |
| 88                                   | Rental Deposit Auditorium               | \$500       | \$500        | \$0                  | 0%                  |              |      | N               |
| 89                                   | Auditorium w/kitchenette (3hr. Minimum) |             |              |                      |                     |              |      |                 |
|                                      | a) Priority II                          | no fee      | no fee       | \$0                  | 0%                  |              |      | N               |
|                                      | b) Priority III                         | \$88        | \$88         | \$0                  | 0%                  | per hour     |      | N               |
|                                      | c) Priority IV                          | \$176       | \$176        | \$0                  | 0%                  | per hour     |      | N               |
|                                      | d) Priority V                           | \$238       | \$238        | \$0                  | 0%                  | per hour     |      | N               |
| 90                                   | Facility Attendant Fees (per attendant) |             |              |                      |                     |              |      |                 |
|                                      | a) Priority II, III, & IV               | \$32        | \$32         | \$0                  | 0%                  | per hour     |      | N               |
|                                      | b) Priority V                           | \$64        | \$64         | \$0                  | 0%                  | per hour     |      | N               |
| 91                                   | Amphitheatre                            |             |              |                      |                     |              |      |                 |
|                                      | a) Priority II, III, & IV               | \$135       | \$135        | \$0                  | 0%                  | per hour     |      | N               |
|                                      | b) Priority V                           | \$197       | \$197        | \$0                  | 0%                  | per hour     |      | N               |
| 92                                   | Meeting Room (2 hr Minimum)             |             |              |                      |                     |              |      |                 |
|                                      | a) Priority II                          | no fee      | no fee       | \$0                  | 0%                  |              |      | N               |
|                                      | b) Priority III                         | \$49        | \$49         | \$0                  | 0%                  | per hour     |      | N               |
|                                      | c) Priority IV                          | \$97        | \$97         | \$0                  | 0%                  | per hour     |      | N               |
|                                      | d) Priority V                           | \$159       | \$159        | \$0                  | 0%                  | per hour     |      | N               |

# City of Milpitas

## RECREATION

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| Fee Description              |                                              | Current Fee | Proposed Fee | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note | Yearly Inflator |
|------------------------------|----------------------------------------------|-------------|--------------|----------------------|---------------------|--------------|------|-----------------|
| <b>Senior Center Rentals</b> |                                              |             |              |                      |                     |              |      |                 |
| 93                           | Application Fee (non-refundable)             | \$22 - \$34 | \$31 - \$41  | varies               | varies              |              |      | N               |
| 94                           | Rental Deposits: Auditorium                  | \$500       | \$500        | \$0                  | 0%                  |              |      | N               |
| 95                           | Rental Deposits: Classrooms                  |             |              |                      |                     |              |      |                 |
|                              | a) Priority II                               | no fee      | no fee       | \$0                  | 0%                  |              |      | N               |
|                              | b) Priority III                              | \$200       | \$200        | \$0                  | 0%                  |              |      | N               |
|                              | c) Priority IV                               | \$200       | \$200        | \$0                  | 0%                  |              |      | N               |
|                              | d) Priority V                                | \$200       | \$200        | \$0                  | 0%                  |              |      | N               |
| 96                           | Community Room Auditorium ( 3hr. Minimum)    |             |              |                      |                     |              |      |                 |
|                              | a) Priority II                               | no fee      | no fee       | \$0                  | 0%                  | per hour     |      | N               |
|                              | b) Priority III                              | \$98        | \$98         | \$0                  | 0%                  | per hour     |      | N               |
|                              | c) Priority IV                               | \$197       | \$197        | \$0                  | 0%                  | per hour     |      | N               |
|                              | d) Priority V                                | \$259       | \$259        | \$0                  | 0%                  | per hour     |      | N               |
| 97                           | Classroom 140 and 141 (Full) (2 hr. Minimum) |             |              |                      |                     |              |      |                 |
|                              | a) Priority II                               | no fee      | no fee       | \$0                  | 0%                  | per hour     |      | N               |
|                              | b) Priority III                              | \$49        | \$49         | \$0                  | 0%                  | per hour     |      | N               |
|                              | c) Priority IV                               | \$97        | \$97         | \$0                  | 0%                  | per hour     |      | N               |
|                              | d) Priority V                                | \$159       | \$159        | \$0                  | 0%                  | per hour     |      | N               |
| 98                           | Classroom 140 and 141 (Half)                 |             |              |                      |                     |              |      |                 |
|                              | a) Priority II                               | no fee      | no fee       | \$0                  | 0%                  | per hour     |      | N               |
|                              | b) Priority III                              | \$27        | \$27         | \$0                  | 0%                  | per hour     |      | N               |
|                              | c) Priority IV                               | \$54        | \$54         | \$0                  | 0%                  | per hour     |      | N               |
|                              | d) Priority V                                | \$116       | \$116        | \$0                  | 0%                  | per hour     |      | N               |
| 99                           | Facility Attendant Fees (per attendant)      |             |              |                      |                     |              |      |                 |
|                              | a) Priority II, III, & IV                    | \$32        | \$32         | \$0                  | 0%                  | per hour     |      | N               |
|                              | b) Priority V                                | \$64        | \$64         | \$0                  | 0%                  | per hour     |      | N               |
| 100                          | Dance Studio                                 |             |              |                      |                     |              |      |                 |
|                              | a) Priority II                               | no fee      | no fee       | \$0                  | 0%                  | per hour     |      | N               |
|                              | b) Priority III                              | \$22        | \$22         | \$0                  | 0%                  | per hour     |      | N               |
|                              | c) Priority IV                               | \$43        | \$43         | \$0                  | 0%                  | per hour     |      | N               |
|                              | d) Priority V                                | \$106       | \$106        | \$0                  | 0%                  | per hour     |      | N               |

## City of Milpitas RECREATION

### Legend for Recreation Fees:

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| Fee Description                                  | Current Fee                              | Proposed Fee                             | Proposed Change (\$) | Proposed Change (%) | Charge Basis         | Note | Yearly Inflator |
|--------------------------------------------------|------------------------------------------|------------------------------------------|----------------------|---------------------|----------------------|------|-----------------|
| <b>Community Garden</b>                          |                                          |                                          |                      |                     |                      |      |                 |
| 101 Garden Plots (Residents Only)                |                                          |                                          |                      |                     |                      |      |                 |
| a) Potable Water Community Gardens               | \$ .75 - \$ 1.15                         | \$1.00 - \$1.50                          | \$0.25 - \$0.35      | varies              | per sq. foot         |      | N               |
| b) Recycled Water Community Gardens              | \$ .15 - \$ .55                          | \$0.75 - \$1.05                          | \$0.50 - \$0.60      | varies              | per sq. foot         |      | N               |
| <b>Pickleball / Tennis Court Rentals</b>         |                                          |                                          |                      |                     |                      |      |                 |
| 102 Deposit                                      | \$250                                    | \$250                                    | \$0                  | 0%                  |                      |      | N               |
| 103 Courts w/o lights (per court)                |                                          |                                          |                      |                     |                      |      |                 |
| a) Priority II & III                             | n/a                                      | n/a                                      | \$0                  | 0%                  | per hour / per court |      | N               |
| b) Priority IV                                   | \$9                                      | \$9                                      | \$0                  | 0%                  | per hour / per court |      | N               |
| c) Priority V                                    | \$11                                     | \$18                                     | \$7                  | 67%                 | per hour / per court |      | N               |
| 104 Courts w/ lights (per court)                 |                                          |                                          |                      |                     |                      |      |                 |
| a) Priority II & III                             | n/a                                      | n/a                                      | \$0                  | 0%                  | per hour / per court |      | N               |
| b) Priority IV                                   | \$11                                     | \$11                                     | \$0                  | 0%                  | per hour / per court |      | N               |
| c) Priority V                                    | \$13                                     | \$21                                     | \$8                  | 62%                 | per hour / per court |      | N               |
| 105 Tournament: Courts w/o lights (per court)    |                                          |                                          |                      |                     |                      |      |                 |
| a) Priority II & III                             | n/a                                      | n/a                                      | \$0                  | 0%                  | per hour / per court |      | N               |
| b) Priority IV                                   | \$28                                     | \$28                                     | \$0                  | 0%                  | per hour / per court |      | N               |
| c) Priority V                                    | \$56                                     | \$56                                     | \$0                  | 0%                  | per hour / per court |      | N               |
| 106 Tournament: Courts w/ lights (per court)     |                                          |                                          |                      |                     |                      |      |                 |
| a) Priority II & III                             | n/a                                      | n/a                                      | \$0                  | 0%                  | per hour / per court |      | N               |
| b) Priority IV                                   | \$32                                     | \$32                                     | \$0                  | 0%                  | per hour / per court |      | N               |
| c) Priority V                                    | \$65                                     | \$65                                     | \$0                  | 0%                  | per hour / per court |      | N               |
| <b>Senior Enrichment Fees(50+ years of age)</b>  |                                          |                                          |                      |                     |                      |      |                 |
| 107 Senior Center Programs-Classes               | \$5 - \$8                                | \$5 - \$8                                | \$0                  | 0%                  | per hour instruction |      | Y               |
| 108 Senior Center Citizen Trip Admin Fee         | Actual cost to City + Trip Admission Fee | Actual cost to City + Trip Admission Fee | \$0                  | 0%                  | per activity         | [e]  | Y               |
| 109 Senior Center Events                         | \$0 - \$20                               | \$0 - \$25                               | \$0 - \$5            | varies              | per day/ticket       |      | Y               |
| 110 Senior Center Event Non-Member Fee           | \$5 - \$10                               | \$5 - \$10                               | \$0                  | 0%                  | per day/ticket       |      | Y               |
| 111 Senior Center Program/Class Non-Resident Fee | \$11                                     | \$11                                     | \$0                  | 0%                  | per class            |      | Y               |

# City of Milpitas

## RECREATION

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| Fee Description                                           | Current Fee                               | Proposed Fee                              | Proposed Change (\$) | Proposed Change (%) | Charge Basis                               | Note | Yearly Inflator |
|-----------------------------------------------------------|-------------------------------------------|-------------------------------------------|----------------------|---------------------|--------------------------------------------|------|-----------------|
| <b>SPECIAL EVENTS</b>                                     |                                           |                                           |                      |                     |                                            |      |                 |
| <b>Special Event Fees</b>                                 |                                           |                                           |                      |                     |                                            |      |                 |
| 112 Special Event Entrance Fee                            | \$0 - \$150                               | \$0 - \$150                               | \$0                  | 0%                  | per event                                  |      | Y               |
| 113 Special Events Activity Fee                           | \$0 - \$40                                | \$0 - \$50                                | \$0 - \$10           | varies              | per activity                               |      | Y               |
| 114 Special Event Vendor Fees                             | \$105 - \$545                             | \$105 - \$545                             | \$0                  | 0%                  | per space OR<br>5% - 20% net sales         |      | Y               |
| 115 Special Event Non-Profit Vendor Fees                  | \$0 - \$275                               | \$0 - \$275                               | \$0                  | 0%                  | per space OR<br>0% - 10% net sales         |      | Y               |
| <b>YOUTH</b>                                              |                                           |                                           |                      |                     |                                            |      |                 |
| <b>Youth Enrichment Fees</b>                              |                                           |                                           |                      |                     |                                            |      |                 |
| 116 Youth Sports User Fee                                 |                                           |                                           |                      |                     |                                            |      |                 |
| a) Outdoor                                                | \$10                                      | \$10                                      | \$0                  | 0%                  | per player per season                      |      | Y               |
| b) Indoor                                                 | \$21                                      | \$21                                      | \$0                  | 0%                  | per player per season                      |      | Y               |
| 117 After School Program                                  |                                           |                                           |                      |                     |                                            |      |                 |
| a) Residents                                              | \$8 - \$15                                | \$10 - \$20                               | \$2 - \$5            | varies              | per day for residents                      |      | Y               |
| b) Drop-In                                                | n/a - new                                 | \$15 - \$40                               | n/a - new            | n/a - new           | per day                                    |      | Y               |
| 118 Late fee for After-School/Day Camp Programs           |                                           |                                           |                      |                     |                                            |      |                 |
| a) 1st offense & 2nd offense                              | \$12                                      | \$12                                      | \$0                  | 0%                  | per each 10 minutes                        |      | Y               |
| b) 3rd offense or more                                    | \$28                                      | \$28                                      | \$0                  | 0%                  | per each 10 minutes                        |      | Y               |
| 119 Day Camp (Regular Day) – Internal Staff Run           | \$202 - \$223                             | \$202 - \$223                             | \$0                  | 0%                  | per week                                   |      | Y               |
| 120 Day Camp Extended Care – Internal Staff Run           | \$46                                      | \$46                                      | \$0                  | 0%                  | per week                                   |      | Y               |
| <b>Department General Fees</b>                            |                                           |                                           |                      |                     |                                            |      |                 |
| 121 General Internal Class Program Fees                   | Staff time + Materials                    | Staff time + Materials                    | \$0                  | 0%                  |                                            |      | Y               |
| 122 Membership Card replacement fee                       | \$5                                       | \$5                                       | \$0                  | 0%                  |                                            |      | Y               |
| 123 Transaction Fee                                       | \$4 - \$7                                 | \$1 - \$12                                | (\$3) - \$5          | varies              | per receipt                                |      | Y               |
| 124 Trips                                                 | Actual cost to City + Trip Admission Fee  | Actual cost to City + Trip Admission Fee  | \$0                  | 0%                  |                                            |      | Y               |
| 125 General Non-Resident Fees                             | \$22 - \$33                               | \$22 - \$33                               | \$0                  | 0%                  | per person/class/<br>month/program or trip |      | Y               |
| 126 Rental Deposits: All other rooms                      | \$200                                     | \$200                                     | \$0                  | 0%                  |                                            |      | N               |
| 127 Recreation Services Merchandise                       | actual cost + % mark-up                   | actual cost + % mark-up                   | \$0                  | 0%                  |                                            |      | Y               |
| 128 Milpitas Resident Senior Citizen Discount (50 years+) | 25% off any non-senior center based class | 25% off any non-senior center based class | \$0                  | 0%                  |                                            |      | Y               |
| 129 Credit Card Chargeback Fee                            | n/a - new                                 | \$30                                      | n/a - new            | n/a - new           |                                            |      | Y               |

City of Milpitas  
RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

| Fee Description                  | Current Fee | Proposed Fee | Proposed Change (\$) | Proposed Change (%) | Charge Basis              | Note | Yearly Inflator |
|----------------------------------|-------------|--------------|----------------------|---------------------|---------------------------|------|-----------------|
| 130 Contractor SAM Insurance Fee | n/a - new   | \$5 - \$50   | n/a - new            | n/a - new           | per session/event/program |      | Y               |
| 131 Rental Transfer Fee          | \$100       | \$100        | \$0                  | 0%                  | per request               |      | Y               |
| 132 Transaction Fee              | \$4 - \$7   | \$4 - \$10   | \$0 - \$3            | varies              | per transaction           |      | Y               |
| 133 Picnic Rental Transfer Fee   | \$30        | \$30         | \$0                  | 0%                  | per request               |      | Y               |

Notes:

- [a] No fee for Priority III.
- [b] No fee for Priority II.
- [c] Based on needs and packages.
- [d] Based on needs and days.
- [e] ~~Based on cost of tech.~~
- [f] ~~Based on needs, actual costs of staff used in rental, time for load in/out and transportation.~~
- [g] ~~Based on current gas prices.~~
- [e] Depending on trip costs.

Additional Notes:

\* Recreation Fees recovery goals may be adjusted/balanced based on market factors.

City of Milpitas
FINANCE / ADMINISTRATIVE FEES

| Fee Description                          | Current Fee | Cost of Service | Proposed Fee | Proposed Cost Recovery | Charge Basis                    | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|------------------------------------------|-------------|-----------------|--------------|------------------------|---------------------------------|----------------------|---------------------|------|-----------------|
| 1 Bond Payoff Calculation                | \$187       | \$201           | \$200        | 99%                    |                                 | \$13                 | 7%                  |      | Y               |
| 2 Business License                       |             |                 |              |                        |                                 |                      |                     |      |                 |
| a) New Application Processing Fee        | \$50        | \$67            | \$65         | 97%                    | per year                        | \$15                 | 30%                 |      | Y               |
| b) Processing Fee (renewal)              | \$25        | \$27            | \$27         | 100%                   | per year                        | \$2                  | 7%                  |      | Y               |
| 3 Phone Check Fee (User Fee - Finance)   | \$15        | \$27            | \$15         | 56%                    |                                 | \$0                  | 0%                  |      | N               |
| 4 Property Damage Invoice Processing Fee | \$30        | \$40            | \$40         | 99%                    | plus replacement cost           | \$10                 | 33%                 |      | Y               |
| 5 Credit Card Transaction Processing Fee | 2.40%       |                 | 2.40%        | 100%                   | % of amount paid by credit card | \$0                  | 0%                  |      | N               |

## City of Milpitas

### CITY CLERK FEES

| Fee Description                                                           | Current Fee                         | Cost of Service | Proposed Fee                        | Proposed Cost Recovery | Charge Basis                      | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|---------------------------------------------------------------------------|-------------------------------------|-----------------|-------------------------------------|------------------------|-----------------------------------|----------------------|---------------------|------|-----------------|
| 1 Late Fine for Political Reform Act Filings                              | \$10                                |                 | \$10                                | n/a                    | per day; up to \$100 maximum fine | No Change            | No Change           | [a]  | N               |
| 2 Retrieval Fee for Political Reform Act Statements (5 or more years old) | \$5 per search plus \$0.10 per page |                 | \$5 per search plus \$0.10 per page | n/a                    |                                   | No Change            | No Change           | [b]  | N               |
| 3 Bingo License Renewals (Municipal Code)                                 | \$50                                |                 | \$50                                | n/a                    |                                   | No Change            | No Change           | [c]  | N               |
| 4 Public Records Duplication Fees                                         |                                     |                 |                                     |                        |                                   |                      |                     |      |                 |
| a) Standard B&W (up to 11" x 17")                                         | \$0.10                              |                 | \$0.15                              | n/a                    | per page                          | \$0.05               | 50%                 |      | Y               |
| b) Standard Color (up to 11" x 17")                                       | \$0.10                              |                 | \$0.35                              | n/a                    | per page                          | \$0.25               | 250%                |      | Y               |
| c) Large Format (larger than 11" x 17")                                   | \$4.00                              |                 | \$4.00                              | n/a                    | per page                          | No Change            | No Change           |      | Y               |
| d) Requests Requiring Special Programming or Formatting                   | Actual Cost                         |                 | Actual Cost                         |                        | per hour / T&M                    | No Change            | No Change           |      | N               |
| 5 Lobbyist Annual Registration Fee                                        | \$50                                |                 | \$50                                | n/a                    | per registration                  | No Change            | No Change           | [d]  | N               |
| a) For each client with compensation in excess of \$500                   | \$15                                |                 | \$15                                | n/a                    |                                   | No Change            | No Change           |      | N               |
| 6 City Council Meeting Agenda Subscription                                | \$20 plus postage                   | \$22            | \$20 plus postage                   | 93%                    | per mailed hard copy              | No Change            | No Change           |      | N               |

[a] Set by California Government Code Section 91013.

[b] Set by California Government Code Section 81008.

[c] Set by California Penal Code Section 326.5.

[d] Fee set to match California Secretary of State.



City of Milpitas
INFORMATION TECHNOLOGY

| Fee Description |                                                      | Current Fee | Cost of Service | Proposed Fee | Proposed Cost Recovery | Charge Basis              | Proposed Change (\$) | Proposed Change (%) | Note | Yearly Inflator |
|-----------------|------------------------------------------------------|-------------|-----------------|--------------|------------------------|---------------------------|----------------------|---------------------|------|-----------------|
| 1               | Digital Media Reproduction                           | \$20        | \$46            | \$20         | 44%                    | per flash drive/DVD, etc. | \$0                  | 0%                  |      | N               |
| 2               | Requests Requiring Special Programming or Formatting | Actual Cost | varies          | Actual Cost  | n/a                    | per hour / T&M            | No Change            | No Change           |      | N               |



# **CITY OF** **MILPITAS**

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## **USER AND REGULATORY FEE STUDY**

MARCH 2026



7960 B Soquel Drive, Suite 363, Aptos, California 95003  
CLEARSOURCEFINANCIAL.COM

## REPORTING

- 1 TRANSMITTAL
- 2 EXECUTIVE SUMMARY
- 7 PROJECT ORIENTATION
- 11 IMPLEMENTATION

## APPENDIX

- I COST OF SERVICE ANALYSIS



March 2026

**CITY OF MILPITAS**

Attention: Luz Cofresí-Howe | Finance Director  
455 E. Calaveras Blvd.  
Milpitas, California 95035

**USER AND REGULATORY FEE STUDY**

Dear Ms. Cofresí-Howe:

ClearSource Financial Consulting submits the following report describing the findings of our preparation of a User and Regulatory Fee Study for the City of Milpitas.

Please refer to the Executive Summary for the key findings of the analysis. The balance of the report and its appendix provide the necessary documentation to support those outcomes.

Thank you for the opportunity to serve the City on this topic. We are happy to continue discussion on this study as the need arises or consult with you on additional topics.

Sincerely,

A handwritten signature in blue ink, appearing to read "Terry Madsen", is written over a light blue horizontal line.

**TERRY MADSEN, PRESIDENT | CLEARSOURCE FINANCIAL CONSULTING**

PHONE: 831.288.0608

EMAIL: [TMADSEN@CLEARSOURCEFINANCIAL.COM](mailto:TMADSEN@CLEARSOURCEFINANCIAL.COM)

## STUDY OVERVIEW

The purpose of this study is to identify the City's current cost of providing fee-related services and activities and to update the City's Schedule of User and Regulatory Fees (fee schedule). Any fee updates adopted as part of this study are intended for use during Fiscal Year 2026-27. Recovering the costs of providing fee-related services directly supports the City's fiscal sustainability.

The fee schedule is intended to be reviewed annually, with staff conducting periodic studies to identify the City's cost of providing fee-related services based on current labor rates and service delivery methods. In the years between fee studies, fees are typically adjusted to correspond to annual cost inflation.

Annual review and adjustment of fees provides multiple benefits, including:

- Increasing the availability of General Fund revenues to be used for services and activities available to all Milpitas residents and businesses, such as public safety, public works, and parks services.
- Keeping pace with general cost inflation.
- Avoiding fee spikes that are more likely to occur when municipalities leave fees unchanged for a multiyear period.
- Providing fee payers, city staff, and city policymakers with a pattern of consistency that provides information for forecasting and decision-making purposes.
- Encouraging generational equity among fee payers by avoiding long-term stagnation of fees followed by significant fee increases.

Industry practice and fiscal conditions in the state have led most cities to link cost recovery for services of individual action, cause, or benefit to that same individual through user fee revenue, relieving the agency's general revenues as much as possible for use toward services of broader community benefit.

## USER AND REGULATORY FEES

Cities derive annual revenue from a number of sources. These include, but are not limited to, property taxes, sales taxes, license fees, franchise fees, fines, rents, and user and regulatory fees. **User and regulatory fees are intended to cover all, or a portion of, the costs incurred by the City for providing fee-related services and activities that are not otherwise provided to those not paying the fee.**

California law provides guidance regarding the amounts the City may charge for fee-related services and activities. Specifically, in order to avoid being considered taxes, the **fees charged shall not exceed the estimated reasonable cost of providing the services**, activities, or materials for which fees are charged.

At its conclusion, this study proposes for City Council review and consideration at a public hearing a new **Schedule of User and Regulatory Fees** for application in Fiscal Year 2026-2027 and annual updates in subsequent years.

## COST RECOVERY POLICY AND PRACTICE

City staff annually review user and regulatory fees as part of the City's normal course of operations. Periodically, comprehensive fee studies are performed to calculate the City's costs of providing fee-related services. In years between studies, fees are typically adjusted by the annual change in City labor cost inflation.

Recovering the costs of providing fee-related services directly influences the City's fiscal health and increases the City's ability to meet the service level expectations of fee payers.

The services for which the City imposes a user or regulatory fee typically derive from an individual person or entity's action, request, or behavior. Therefore, except in cases where there is an overwhelming public benefit generated by the City's involvement in the individual action, **a fee for service ensures that the individual bears most, if not all, of the cost incurred by the City to provide that service**. When a fee targets "100% or full cost recovery," the individual is bearing the entirety of the cost. When a fee targets less than full cost recovery, another City revenue source – in most cases, the General Fund – subsidizes the individualized activity.

Generally, **fees for service are targeted to full cost recovery, inclusive of operating, direct, indirect, and capital costs, except in cases where the City Council cites a public interest in lower fees**. The City may also be influenced by market conditions, comparing to municipalities of similar size and service profile.

## FEES EXAMINED AS PART OF THIS STUDY

Fees examined as part of this study include, but are not limited to:

- Planning Fees, such as entitlement review and review for compliance with the zoning code
- Public Works Engineering Fees, such as encroachment and public improvement review
- Building Fees, such as permitting of new construction or modifications to existing structures
- Fire Fees, such as annual inspections conducted to ensure compliance with the fire code
- Police Fees, such as vehicle impound and specialized license review
- Utility Services Fees, such as requests for new water or electric meters

## FEES, FINES, AND TAXES NOT EXAMINED

Fees, fines, and taxes NOT examined as part of this study include:

- Assessments
- Development Impact Fees
- Fines or Penalties
- Franchise Fees
- Taxes
- Utility Rates and Services Charges

These items are subject to different approval thresholds or are not subject to the same cost of service limitations as the fees examined as part of this study. Consequently, they are specifically excluded from the scope of this study.

## OVERVIEW OF FINDINGS AND RECOMMENDATIONS

The following provides a summary of primary changes the City Council is being asked to consider as part of this study.

**Table 1 – Summary of Changes to Fees Examined**

| Description                                                                                | Count | Percentage |
|--------------------------------------------------------------------------------------------|-------|------------|
| Fees Proposed to Decrease                                                                  | 45    | 6.8%       |
| Fees Proposed to Remain Unchanged, or Minor Increases Up to 10% or \$10                    | 467   | 70.9%      |
| Fees with Changes that Vary Based on Project Criteria (May Result in Increase or Decrease) | 70    | 10.6%      |
| Fee Structure Modifications (May Result in Increase or Decrease)                           | 25    | 3.8%       |
| Fees Proposed to Increase by More than 10%                                                 | 46    | 7.0%       |
| New Fees                                                                                   | 6     | 0.9%       |
| Total Fees Examined                                                                        | 659   | 100.0%     |

### Fees Proposed to Decrease

- Approximately 7% percent of user and regulatory fees are proposed to decrease. As mentioned above, the City periodically performs comprehensive studies to calculate the City's costs of providing fee-related services. In years between studies, fees are typically adjusted by the annual change in City labor cost inflation. Studies, like this one, provide the opportunity to recalibrate fees to reflect current City practices and cost of service on a more refined basis.

### Fees Proposed to Remain Unchanged, or Minor Increases up to 10% or \$10

- Approximately 71% percent of user and regulatory fees are proposed to remain unchanged, or be adjusted by an amount not to exceed 10% or \$10. Modifications to fees are meant to avoid degradation of existing cost recovery levels for City services provided.

### Fees With Changes that Vary Based on Project Criteria

- Approximately 11% of fees are proposed for adjustment that varies based on project criteria. For example, some fees are based on project square footage, with lower fees applicable for smaller square footage projects, and higher fees applicable with projects with larger square footage projects. In these instances fees may decrease, remain unchanged, or increase depending on the project criteria.

### Fee Structure Modifications

- Approximately 4% of fees are proposed for restructuring to allow for enhanced correlation between the service provided and fee for service. For example, instead of having a one size fits all fee for re-roofing of commercial buildings, fees have been restructured to correlate to roof area being replaced, with lower fees for less roof area, and higher fees for greater roof area.

#### Fees Proposed to Increase by More than Ten Percent (10%)

- Forty-six (46) fees are proposed to increase by more than ten percent. These are fees for regulatory services (e.g., planning, building, engineering, fire code reviews) where the City has historically targeted full cost recovery. The fee adjustments will allow the City to continue to target full cost recovery for these services.

**Table 2 – Summary of Fees Proposed to Increase by More than 10%**

| Description             | Count | Overview                                                                       |
|-------------------------|-------|--------------------------------------------------------------------------------|
| Building Fees           | 11    | Changes reflect updated cost of service based on typical staff review time.    |
| Planning Fees           | 24    | Changes reflect updated cost of service based on typical staff review time.    |
| Engineering Fees        | 9     | Changes reflect updated cost of service based on typical staff review time.    |
| Utilities Services Fees | 1     | Changes reflect updated hourly rates for special service requests (as-needed). |
| Fire Fees               | 1     | Changes reflect updated cost of service based on typical staff review time.    |
| Total                   | 46    |                                                                                |

#### New Fees

- Six (6) new fees are proposed. All new fees are for user discretionary services. An overview of these changes are included in the list below:

**Table 3 – New Fees**

| Description                                                              | Count | Overview                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Rental of Podium for Use with Community Center Rentals                   | 2     | <b>Rental of Podium for Community Center Rental and Requests for City Delivery of Podium:</b> Applicants are more frequently requesting use of a podium for conference room/auditorium rentals. Fee(s) only apply to those that request these services. |
| Rental of Deckside Party Area as an additional City private rental space | 1     | <b>Rental of Deckside Party Area:</b> This area has been added as a space available for reserved use during private events.                                                                                                                             |
| Bounce House Permit                                                      | 1     | <b>Bounce House Permit:</b> Fee will only apply when inflatables are used at park spaces.                                                                                                                                                               |
| Processing Fee for Credit Card Chargebacks                               | 1     | <b>Credit Card Chargeback Fee:</b> This fee will only apply to transactions that require credit card company chargeback.                                                                                                                                |
| Contractor SAM insurance fee                                             | 1     | <b>Contractor SAM Insurance Fee:</b> City recreation contractors are required to maintain SAM insurance.                                                                                                                                                |
| Total                                                                    | 6     |                                                                                                                                                                                                                                                         |



## FISCAL IMPACT OF PROPOSED FEE ADJUSTMENTS

The anticipated fiscal impact of the proposed changes included in the fee schedule update is \$304,000.

It is important to note that while adjusting fees and billing rates will provide a fiscal impact in the form of additional revenue, the revenue is not intended to be used to fund new services, rather the revenue is intended to offset the costs of providing existing services that are recoverable from fees. Consequently, while fees may rise annually, typically labor costs (the primary driver of fee-related costs) also rise annually. Recalibration of these fees simply provides an offset of existing expenditures/needs rather than a source of funding for expanded service levels.

## DETAILED COST OF SERVICE INFORMATION

Detailed cost of service information is included [Appendix I](#) of this report.

## LEGISLATIVE GUIDANCE

The objectives of this study, the methodology used to complete the study, and the formulation of outcomes and recommendations for future consideration were significantly influenced by Article 13C of the California Constitution and Section 66014 of the California Government Code.

Article 13C states that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payer bear a fair or reasonable relationship to the payer's burdens on, or benefits received from, the governmental activity. Additionally, Article 13C identifies the following as items that are not defined as taxes:

- ▶ A charge imposed for a specific benefit conferred or privilege granted directly to the payer that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.
- ▶ A charge imposed for a specific government service or product provided directly to the payer that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.
- ▶ A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.
- ▶ A charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property.
- ▶ A fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law.
- ▶ A charge imposed as a condition of property development.
- ▶ Assessments and property-related fees imposed in accordance with the provisions of Article XIII D.

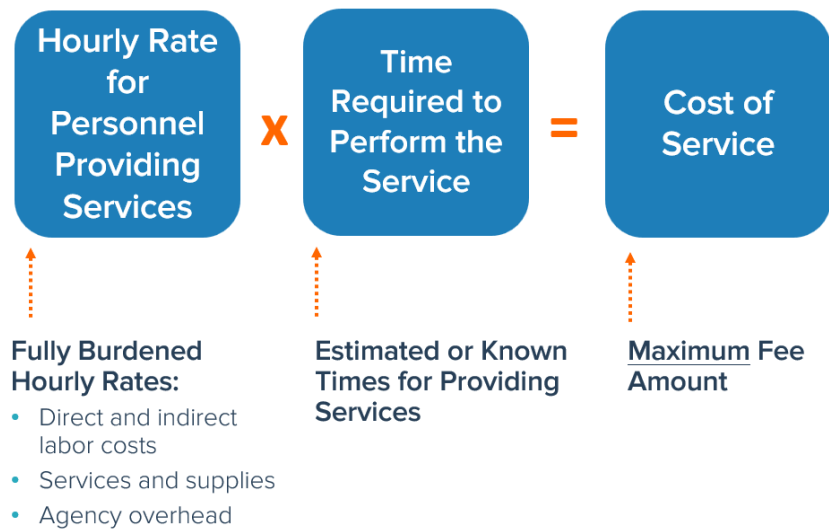
Section 66014(a) of the California Government Code includes the following, "Notwithstanding any other provision of law, when a local agency charges fees for zoning variances; zoning changes; use permits; building inspections; building permits; ...the processing of maps under the provisions of the Subdivision Map Act...; or planning services...; those fees may not exceed the estimated reasonable cost of providing the service for which the fee is charged, unless a question regarding the amount of the fee charged in excess of the estimated reasonable cost of providing the services or materials is submitted to, and approved by, a popular vote of two-thirds of those electors voting on the issue.

The outcomes and recommendations of the study are intended to comply with applicable federal, state, and local laws including providing confirmation that the proposed fees ("charges") recommended as a result of this study are not taxes as defined in Article 13C of the California Constitution and that the proposed fees are no more than necessary to cover the reasonable costs of the City's activities and services addressed in the fees. Additionally, this report is intended to show that the manner in which the costs are allocated to a payer bear a fair and reasonable relationship to the payer's burdens on, or benefits received from the activities and services provided by the City.

## METHODOLOGY AND DATA SOURCES

This study calculated the estimated reasonable cost of providing various fee-related services across the City organization. Generally, the estimated reasonable cost of providing the fee-related services and activities examined in this study can be calculated as the product of the composite fully-burdened hourly labor rate of the division responsible for providing services and the estimated labor time required to process a typical request for service. This calculation is illustrated in [Exhibit 1](#).

**EXHIBIT 1 | COST OF SERVICE CALCULATION**



A combination of sources was used to complete the analysis and develop the findings and recommendations of this study. The data sources include:

- Adopted revenue and expenditures budgets and personnel salary and benefit information.
- Historical project volume and revenues from fees.
- Current schedule of fees for each department.
- Citywide cost allocation plan.
- Interviews with City staff.

Once cost of service levels are identified, the City may use this information to inform targeted cost recovery from fees. Fees set at the cost of service target full cost recovery. Fees set at any amount less than the cost of service target less than full cost recovery.

An illustration of the methods used in this analysis is shown in [Exhibit 2](#).

## EXHIBIT 2 | STEPS IN ANALYZING COSTS OF SERVICE AND USER FEES



**Appendix I** of this report appendices provides detailed analytical findings from the study, including the amount of cost, or estimated cost, required to provide the services for which the fee or service charge is levied and the revenue sources anticipated to provide the service, including General Fund revenues. For any fees targeted to recover less than 100% of the estimated reasonable cost of service, it is anticipated that General Fund revenues of the City will fund the difference between the targeted recovery level and 100% recovery of the estimated cost of service unless the fee-related services are provided by Enterprise Funds (e.g. Water and Sewer fees). These amounts are identified in the appendix.

## CONSIDERATIONS FOR IMPLEMENTATION

If the City decides to adopt or otherwise utilize outcomes generated through this study, it should:

- ▶ **Update Systems for Fee Outcomes** - Ensure that City staff begin using updated fees and associated outcomes once the updated schedule of fees becomes effective. Values should be included in all official fee schedules used throughout the City (e.g., departmental pamphlets, counter schedules, and online information). Additionally, ensure collections processes are updated, which may include coding in billing systems and training for personnel who handle fees directly with the public.
- ▶ **Actively Monitor the Use of Fees** - In order to recover accurate and eligible amounts expected, the City should be diligent about tracking time to projects for time and materials billings and ensuring fees are applied in the correct amount and using the correct and intended basis for fixed fee billings.
- ▶ **Monitor Feedback and Permit Statistics** - Monitor permit and application volume and applicant feedback to determine if fee modifications are resulting in any unanticipated changes in project frequency and to increase the level of detail available for revenue forecasting.
- ▶ **Annually Review and Adjust Fee Values** - In order to generally maintain pace with regional cost inflation and/or the City's salary cost inflation, the City should continue to adjust its fees on an annual basis. A commonly used, reasonable inflation index is the annual change in the all-urban Consumer Price Index (CPI) representative of the region.
- ▶ **Periodically Perform Comprehensive Analysis** – The City should continue to perform periodic fee studies to ensure fee levels remain at or below legal limits and are consistent with evolving service practices and local conditions.



## APPENDIX I

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# COST OF SERVICE ANALYSIS



7960 B Soquel Drive, Suite 363, Aptos, California 95003  
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**User and Regulatory Fees**

***Cost of Service Analysis***



## City of Milpitas

### Cost of Service Analysis

| Description                               | Page |
|-------------------------------------------|------|
| Building Safety Fees                      | 3    |
| Planning Fees                             | 40   |
| Engineering Fees                          | 50   |
| Utilities Service Fees                    | 59   |
| Fire Fees                                 | 80   |
| Police Fees                               | 95   |
| Code Enforcement / Animal Regulation Fees | 103  |
| Recreation Fees                           | 108  |
| Finance / Administrative Fees             | 115  |
| City Clerk Fees                           | 121  |
| Information Technology Fees               | 126  |



**User and Regulatory Fees**

*Cost of Service Calculations*

*Building Safety Fees*

City of Milpitas  
User and Regulatory Fee Study  
Allocation of Annual Labor Effort - Building Safety

| Position                    | Hourly | FTE          | Yearly             | Total Hours Per FTE | Less: Holiday & Leave | Productive Hours Per FTE | Total Productive Hours | Indirect | Direct | Total | Note    |
|-----------------------------|--------|--------------|--------------------|---------------------|-----------------------|--------------------------|------------------------|----------|--------|-------|---------|
| Building Official           | \$109  | 1.00         | \$225,909          | 2,080               | 216                   | 1,864                    | 1,864                  | 100%     | 0%     | 100%  | [a],[b] |
| Plan Review Manager         | \$95   | 0.85         | \$168,490          | 2,080               | 216                   | 1,864                    | 1,584                  | 80%      | 20%    | 100%  | [a],[b] |
| Senior Plan Check Engineer  | \$91   | 1.00         | \$189,218          | 2,080               | 216                   | 1,864                    | 1,864                  | 20%      | 80%    | 100%  | [a],[b] |
| Plan Check Engineer         | \$83   | 3.00         | \$516,360          | 2,080               | 216                   | 1,864                    | 5,592                  | 20%      | 80%    | 100%  | [a],[b] |
| Building Inspection Manager | \$80   | 1.00         | \$166,171          | 2,080               | 216                   | 1,864                    | 1,864                  | 80%      | 20%    | 100%  | [a],[b] |
| Senior Building Inspector   | \$79   | 3.00         | \$491,587          | 2,080               | 216                   | 1,864                    | 5,592                  | 20%      | 80%    | 100%  | [a],[b] |
| Plan Checker                | \$71   | 1.00         | \$146,702          | 2,080               | 216                   | 1,864                    | 1,864                  | 20%      | 80%    | 100%  | [a],[b] |
| Building/NP Inspector       | \$68   | 6.00         | \$851,136          | 2,080               | 216                   | 1,864                    | 11,184                 | 20%      | 80%    | 100%  | [a],[b] |
| Administrative Analyst II   | \$63   | 1.00         | \$130,874          | 2,080               | 216                   | 1,864                    | 1,864                  | 100%     | 0%     | 100%  | [a],[b] |
| Build Permit Tech           | \$51   | 3.00         | \$321,110          | 2,080               | 216                   | 1,864                    | 5,592                  | 50%      | 50%    | 100%  | [a],[b] |
| Office Asst II              | \$40   | 1.00         | \$84,032           | 2,080               | 216                   | 1,864                    | 1,864                  | 100%     | 0%     | 100%  | [a],[b] |
| <b>Total</b>                |        | <b>21.85</b> | <b>\$3,291,590</b> |                     |                       |                          | <b>40,728</b>          |          |        |       |         |

| Position                    | Indirect Hours | Direct Hours  | Total Hours   | Note    |
|-----------------------------|----------------|---------------|---------------|---------|
| Building Official           | 1,864          | 0             | 1,864         | [a],[b] |
| Plan Review Manager         | 1,268          | 317           | 1,584         | [a],[b] |
| Senior Plan Check Engineer  | 373            | 1,491         | 1,864         | [a],[b] |
| Plan Check Engineer         | 1,118          | 4,474         | 5,592         | [a],[b] |
| Building Inspection Manager | 1,491          | 373           | 1,864         | [a],[b] |
| Senior Building Inspector   | 1,118          | 4,474         | 5,592         | [a],[b] |
| Plan Checker                | 373            | 1,491         | 1,864         | [a],[b] |
| Building/NP Inspector       | 2,237          | 8,947         | 11,184        | [a],[b] |
| Administrative Analyst II   | 1,864          | 0             | 1,864         | [a],[b] |
| Build Permit Tech           | 2,796          | 2,796         | 5,592         | [a],[b] |
| Office Asst II              | 1,864          | 0             | 1,864         | [a],[b] |
| <b>Total</b>                | <b>16,366</b>  | <b>24,362</b> | <b>40,728</b> |         |

| Allocation of Hours | Share       | Total         | Note |
|---------------------|-------------|---------------|------|
| Indirect            | 40%         | 16,366        | [b]  |
| Direct              | 60%         | 24,362        | [b]  |
| <b>Total</b>        | <b>100%</b> | <b>40,728</b> |      |

[a] Source: FY 25/26 authorized positions and salary schedule effective July 13, 2025.

[b] Direct/Indirect hours are intended to serve as reasonable estimates. Amounts will vary from year-to-year depending on activity, projects, and City Council priorities.

City of Milpitas  
User and Regulatory Fee Study  
Calculation Fully-Burdened Hourly Rate - Building Safety

**Recurring Expenditures [a]**

| Fund # | Fund Desc    | Division | Div Description            | Account | Account Description            | Budget    | Adjust | Total     | Note |
|--------|--------------|----------|----------------------------|---------|--------------------------------|-----------|--------|-----------|------|
| 100    | General Fund | 533      | Bldg Safety Administration | 4111    | Permanent                      | \$232,684 | \$0    | \$232,684 |      |
| 100    | General Fund | 533      | Bldg Safety Administration | 4121    | Allowances                     | \$6,600   | \$0    | \$6,600   |      |
| 100    | General Fund | 533      | Bldg Safety Administration | 4131    | PERS                           | \$79,602  | \$0    | \$79,602  |      |
| 100    | General Fund | 533      | Bldg Safety Administration | 4132    | Group Insurance                | \$29,484  | \$0    | \$29,484  |      |
| 100    | General Fund | 533      | Bldg Safety Administration | 4133    | Medicare-Employer's Contributi | \$3,470   | \$0    | \$3,470   |      |
| 100    | General Fund | 533      | Bldg Safety Administration | 4135    | Worker's Compensation          | \$6,981   | \$0    | \$6,981   |      |
| 100    | General Fund | 533      | Bldg Safety Administration | 4138    | Deferred Comp-Employer Contr   | \$900     | \$0    | \$900     |      |
| 100    | General Fund | 533      | Bldg Safety Administration | 4146    | Short Term Disability          | \$84      | \$0    | \$84      |      |
| 100    | General Fund | 533      | Bldg Safety Administration | 4161    | Retiree Medical Reserve        | \$1,815   | \$0    | \$1,815   |      |
| 100    | General Fund | 533      | Bldg Safety Administration | 4501    | Memberships & Dues             | \$1,500   | \$0    | \$1,500   |      |
| 100    | General Fund | 533      | Bldg Safety Administration | 4503    | Training and Registration      | \$3,000   | \$0    | \$3,000   |      |
| Total  |              |          |                            |         |                                | \$366,120 | \$0    | \$366,120 |      |

| Fund # | Fund Desc    | Division | Div Description     | Account | Account Description            | Budget      | Adjust | Total       | Note |
|--------|--------------|----------|---------------------|---------|--------------------------------|-------------|--------|-------------|------|
| 100    | General Fund | 531      | Building Inspection | 4111    | Permanent                      | \$1,393,182 | \$0    | \$1,393,182 |      |
| 100    | General Fund | 531      | Building Inspection | 4113    | Overtime                       | \$20,000    | \$0    | \$20,000    |      |
| 100    | General Fund | 531      | Building Inspection | 4131    | PERS                           | \$476,541   | \$0    | \$476,541   |      |
| 100    | General Fund | 531      | Building Inspection | 4132    | Group Insurance                | \$226,084   | \$0    | \$226,084   |      |
| 100    | General Fund | 531      | Building Inspection | 4133    | Medicare-Employer's Contributi | \$20,188    | \$0    | \$20,188    |      |
| 100    | General Fund | 531      | Building Inspection | 4135    | Worker's Compensation          | \$43,188    | \$0    | \$43,188    |      |
| 100    | General Fund | 531      | Building Inspection | 4138    | Deferred Comp-Employer Contr   | \$8,916     | \$0    | \$8,916     |      |
| 100    | General Fund | 531      | Building Inspection | 4146    | Short Term Disability          | (\$60)      | \$0    | (\$60)      |      |
| 100    | General Fund | 531      | Building Inspection | 4161    | Retiree Medical Reserve        | \$15,505    | \$0    | \$15,505    |      |
| 100    | General Fund | 531      | Building Inspection | 4211    | Equipment Replacement Amorti   | \$25,003    | \$0    | \$25,003    |      |
| 100    | General Fund | 531      | Building Inspection | 4223    | Departmental Supplies          | \$2,500     | \$0    | \$2,500     |      |
| 100    | General Fund | 531      | Building Inspection | 4225    | Health & Safety Supplies       | \$5,000     | \$0    | \$5,000     |      |
| 100    | General Fund | 531      | Building Inspection | 4502    | Professional Licensing         | \$3,000     | \$0    | \$3,000     |      |
| 100    | General Fund | 531      | Building Inspection | 4503    | Training and Registration      | \$11,000    | \$0    | \$11,000    |      |
| Total  |              |          |                     |         |                                | \$2,250,047 | \$0    | \$2,250,047 |      |

City of Milpitas  
User and Regulatory Fee Study  
Calculation Fully-Burdened Hourly Rate - Building Safety

**Recurring Expenditures [a]**

| Fund # | Fund Desc    | Division | Div Description | Account | Account Description            | Budget      | Adjust | Total       | Note |
|--------|--------------|----------|-----------------|---------|--------------------------------|-------------|--------|-------------|------|
| 100    | General Fund | 532      | Plan Review     | 4111    | Permanent                      | \$1,019,751 | \$0    | \$1,019,751 |      |
| 100    | General Fund | 532      | Plan Review     | 4113    | Overtime                       | \$35,000    | \$0    | \$35,000    |      |
| 100    | General Fund | 532      | Plan Review     | 4131    | PERS                           | \$348,895   | \$0    | \$348,895   |      |
| 100    | General Fund | 532      | Plan Review     | 4132    | Group Insurance                | \$154,919   | \$0    | \$154,919   |      |
| 100    | General Fund | 532      | Plan Review     | 4133    | Medicare-Employer's Contributi | \$14,786    | \$0    | \$14,786    |      |
| 100    | General Fund | 532      | Plan Review     | 4135    | Worker's Compensation          | \$30,286    | \$0    | \$30,286    |      |
| 100    | General Fund | 532      | Plan Review     | 4138    | Deferred Comp-Employer Contr   | \$5,265     | \$0    | \$5,265     |      |
| 100    | General Fund | 532      | Plan Review     | 4146    | Short Term Disability          | \$491       | \$0    | \$491       |      |
| 100    | General Fund | 532      | Plan Review     | 4161    | Retiree Medical Reserve        | \$11,135    | \$0    | \$11,135    |      |
| 100    | General Fund | 532      | Plan Review     | 4223    | Departmental Supplies          | \$4,000     | \$0    | \$4,000     |      |
| 100    | General Fund | 532      | Plan Review     | 4225    | Health & Safety Supplies       | \$1,000     | \$0    | \$1,000     |      |
| 100    | General Fund | 532      | Plan Review     | 4502    | Professional Licensing         | \$2,600     | \$0    | \$2,600     |      |
| 100    | General Fund | 532      | Plan Review     | 4503    | Training and Registration      | \$10,000    | \$0    | \$10,000    |      |
| Total  |              |          |                 |         |                                | \$1,638,128 | \$0    | \$1,638,128 |      |

| Fund # | Fund Desc    | Division | Div Description | Account | Account Description            | Budget    | Adjust | Total     | Note |
|--------|--------------|----------|-----------------|---------|--------------------------------|-----------|--------|-----------|------|
| 100    | General Fund | 534      | Permit Center   | 4111    | Permanent                      | \$520,798 | \$0    | \$520,798 |      |
| 100    | General Fund | 534      | Permit Center   | 4113    | Overtime                       | \$1,000   | \$0    | \$1,000   |      |
| 100    | General Fund | 534      | Permit Center   | 4121    | Allowances                     | \$0       | \$0    | \$0       |      |
| 100    | General Fund | 534      | Permit Center   | 4131    | PERS                           | \$178,233 | \$0    | \$178,233 |      |
| 100    | General Fund | 534      | Permit Center   | 4132    | Group Insurance                | \$123,204 | \$0    | \$123,204 |      |
| 100    | General Fund | 534      | Permit Center   | 4133    | Medicare-Employer's Contributi | \$7,552   | \$0    | \$7,552   |      |
| 100    | General Fund | 534      | Permit Center   | 4135    | Worker's Compensation          | \$15,523  | \$0    | \$15,523  |      |
| 100    | General Fund | 534      | Permit Center   | 4138    | Deferred Comp-Employer Contr   | \$4,500   | \$0    | \$4,500   |      |
| 100    | General Fund | 534      | Permit Center   | 4146    | Short Term Disability          | \$420     | \$0    | \$420     |      |
| 100    | General Fund | 534      | Permit Center   | 4161    | Retiree Medical Reserve        | \$5,623   | \$0    | \$5,623   |      |
| 100    | General Fund | 534      | Permit Center   | 4221    | Office Supplies                | \$9,000   | \$0    | \$9,000   |      |
| 100    | General Fund | 534      | Permit Center   | 4223    | Departmental Supplies          | \$2,000   | \$0    | \$2,000   |      |
| 100    | General Fund | 534      | Permit Center   | 4225    | Health & Safety Supplies       | \$1,000   | \$0    | \$1,000   |      |
| 100    | General Fund | 534      | Permit Center   | 4502    | Professional Licensing         | \$1,000   | \$0    | \$1,000   |      |
| 100    | General Fund | 534      | Permit Center   | 4503    | Training and Registration      | \$3,000   | \$0    | \$3,000   |      |
| Total  |              |          |                 |         |                                | \$872,853 | \$0    | \$872,853 |      |

|       |  |  |  |  |  |             |     |             |  |
|-------|--|--|--|--|--|-------------|-----|-------------|--|
| Total |  |  |  |  |  | \$5,127,148 | \$0 | \$5,127,148 |  |
|-------|--|--|--|--|--|-------------|-----|-------------|--|

City of Milpitas  
User and Regulatory Fee Study  
Calculation Fully-Burdened Hourly Rate - Building Safety

**Allocation of Citywide Overhead**

| Description                  | C'wide OH Rate | Mod Op Exp  | Allocation of C'wide OH | Note |
|------------------------------|----------------|-------------|-------------------------|------|
| Citywide Overhead Allocation | 16.6%          | \$5,127,148 | \$851,107               | [b]  |

**Allocation of Total Costs**

| Description                     | Total       | Note |
|---------------------------------|-------------|------|
| Direct Expenses                 | \$5,127,148 |      |
| Allocation of Citywide Overhead | \$851,107   |      |
| Total                           | \$5,978,255 |      |

**Revenue Summary**

| Fund # | Fund Desc    | Function | Account | Account Description            | FY 22/23 Actual | FY 23/24 Actual | FY 25/26 Budget | Multi-Year Avg | Note |
|--------|--------------|----------|---------|--------------------------------|-----------------|-----------------|-----------------|----------------|------|
| 100    | General Fund | Building | 3210    | Building Permits               | \$2,431,435     | \$1,786,235     | \$2,300,000     | \$2,172,557    | [c]  |
| 100    | General Fund | Building | 3211    | Plan Check Revisions           | \$29,307        | \$33,977        | \$30,000        | \$31,095       | [c]  |
| 100    | General Fund | Building | 3212    | After Hours Plan Check         | \$154,161       | \$154,478       | \$150,000       | \$152,880      | [c]  |
| 100    | General Fund | Building | 3213    | After Hours Inspection         | \$28,099        | \$39,047        | \$20,000        | \$29,049       | [c]  |
| 100    | General Fund | Building | 3214    | Re-Inspection                  | \$425           | \$1,368         | \$1,000         | \$931          | [c]  |
| 100    | General Fund | Building | 3216    | Mobile Home Inspections        | \$13,933        | \$18,063        | \$18,000        | \$16,665       | [c]  |
| 100    | General Fund | Building | 3217    | Plan Check                     | \$1,763,133     | \$1,789,788     | \$2,200,000     | \$1,917,640    | [c]  |
| 100    | General Fund | Building | 3218    | Building Investigation         | \$21,428        | \$26,372        | \$25,000        | \$24,267       | [c]  |
| 100    | General Fund | Building | 3219    | Building Misc Fees             | \$1,416,330     | \$1,449,126     | \$1,600,000     | \$1,488,485    | [c]  |
| 100    | General Fund | Building | 3251    | Building Standards/Life Safety | \$34,323        | (\$42,373)      | \$3,000         | (\$1,683)      | [c]  |
| 100    | General Fund | Building | 3662    | Records Retention Fee-Building | \$44            | \$687           | \$500           | \$410          | [c]  |
| 100    | General Fund | Building | 3663    | Building Service Charges       | \$167           | \$0             | \$0             | \$56           | [c]  |
| 100    | General Fund | Building | 3667    | Building State Mndatd Stds Fee | \$9,152         | \$7,194         | \$1,100         | \$5,815        | [c]  |
| 100    | General Fund | Building | 3669    | Bldg Disa Access Fee SB1186    | \$0             | \$29,739        | \$0             | \$9,913        | [c]  |
| 100    | General Fund | Building | 3685    | Housing & Neighborhood Svcs    | \$11,588        | \$4,396         | \$0             | \$5,328        | [c]  |
| Total  |              |          |         |                                | \$5,913,524     | \$5,298,099     | \$6,348,600     | \$5,853,408    |      |

**Cost Recovery**

| Description          | Total       |
|----------------------|-------------|
| Average Revenue      | \$5,853,408 |
| Costs                | \$5,978,255 |
| Cost Recovery Rate   | 98%         |
| General Fund Subsidy | \$124,847   |

**Calculation of Fully-Burdened Hourly Rate**

| Description                | Total       |
|----------------------------|-------------|
| Costs                      | \$5,978,255 |
| Direct Hours               | 24,362      |
| Fully-Burdened Hourly Rate | \$245       |

**Calculation of Cost Multiplier for Fully-Burdened Hourly Rate (Apply to Base Salary Cost Per Hour)**

| Description | FTE   | Annual Hours Per FTE | Total Annual Hours | Estimated Salaries | Hourly Wage Rate Only Assuming Total Annual Hours | Fully-Burdened Hourly Rate | Indirect Cost Rate Multiplier (ICR) |
|-------------|-------|----------------------|--------------------|--------------------|---------------------------------------------------|----------------------------|-------------------------------------|
| Building    | 21.85 | 2,080                | 45,448             | \$3,291,590        | \$72                                              | \$245                      | 3.38                                |

**Calculation of Fully-Burdened Hourly Rate by Position**

| Position                    | Total Salaries | Total FTE | Avg Salary Per FTE | Avg Salary Per Hour | ICR for Fully-Burdened Hourly Rate | Fully-Burdened Hourly Rate |
|-----------------------------|----------------|-----------|--------------------|---------------------|------------------------------------|----------------------------|
| Building Official           | \$225,909      | 1.00      | \$225,909          | \$109               | 3.38                               | \$367                      |
| Plan Review Manager         | \$168,490      | 0.85      | \$198,224          | \$95                | 3.38                               | \$322                      |
| Senior Plan Check Engineer  | \$189,218      | 1.00      | \$189,218          | \$91                | 3.38                               | \$308                      |
| Plan Check Engineer         | \$516,360      | 3.00      | \$172,120          | \$83                | 3.38                               | \$280                      |
| Building Inspection Manager | \$166,171      | 1.00      | \$166,171          | \$80                | 3.38                               | \$270                      |
| Senior Building Inspector   | \$491,587      | 3.00      | \$163,862          | \$79                | 3.38                               | \$266                      |
| Plan Checker                | \$146,702      | 1.00      | \$146,702          | \$71                | 3.38                               | \$239                      |
| Building/NP Inspector       | \$851,136      | 6.00      | \$141,856          | \$68                | 3.38                               | \$231                      |
| Administrative Analyst II   | \$130,874      | 1.00      | \$130,874          | \$63                | 3.38                               | \$213                      |
| Build Permit Tech           | \$321,110      | 3.00      | \$107,037          | \$51                | 3.38                               | \$174                      |
| Office Asst II              | \$84,032       | 1.00      | \$84,032           | \$40                | 3.38                               | \$137                      |

**Weighted Average Hourly Rate for Cost of Service Billings**

| Position          | Fully-Burdened Hourly Rate | Note |
|-------------------|----------------------------|------|
| Permit Processing | \$174                      | [d]  |
| Plan Review       | \$277                      | [d]  |
| Inspection        | \$243                      | [d]  |

- [a] Source: FY 25/26 Adopted Budget.  
[b] Source: Citywide overhead cost allocation plan.  
[c] Source: Multi-year revenue history provided by City.  
[d] Weighted average of positional hourly rates.

|                          |                                                                                 | Service Time |            |       |       | Fully-Burdened Hourly Rate |            |          |          |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|--------------------------|---------------------------------------------------------------------------------|--------------|------------|-------|-------|----------------------------|------------|----------|----------|----------------------------------|------------------------------------------------------------------|-----------------------------------|-----------------------------------|-------------------------------------------------------------------|------------------------------------|--------------------------------------|----------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------|--|--|
|                          |                                                                                 |              |            |       |       | \$174                      | \$277      | \$243    |          |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|                          |                                                                                 |              |            |       |       | Cost of Service            |            |          |          |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
| Fee Description          |                                                                                 | Permit Tech  | Plan Check | Insp  | Total | Permit Tech                | Plan Check | Insp     | Total    | Current Fee Plan Review Base Fee | Current Fee Plan Review Fee Per Add'l 100 SF or Fraction Thereof | Current Cost Recovery Plan Review | Proposed Fee Plan Review Base Fee | Proposed Fee Plan Review Fee Per Add'l 100 SF or Fraction Thereof | Proposed Cost Recovery Plan Review | Fee Change Plan Review Base Fee (\$) | Fee Change Plan Review Fee Per Add'l 100 SF or Fraction Thereof (\$) | Fee Change Plan Review Base Fee (%) | Fee Change Plan Review Fee Per Add'l 100 SF or Fraction Thereof (%) |  |  |
| 1                        | New Construction, Tenant Improvements, Remodels                                 |              |            |       |       |                            |            |          |          |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|                          | Single-Family, Two-Family, Additional Dwelling Units / Remodels                 |              |            |       |       |                            |            |          |          |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
| 1                        | New Construction, Additions, Remodels                                           |              |            |       |       |                            |            |          |          |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|                          | Single-Family, Two-Family - New, Additions, Remodels, Additional Dwelling Units |              |            |       |       |                            |            |          |          |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|                          | 100-                                                                            |              |            |       |       |                            |            |          |          | \$297.13                         |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|                          | 200                                                                             | 1.00         | 2.00       | 3.00  | 6.00  | \$174                      | \$554      | \$729    | \$1,457  | \$425.71                         |                                                                  | 58%                               | \$728.00                          |                                                                   | 100%                               | \$302.29                             | \$0.00                                                               | 71%                                 |                                                                     |  |  |
|                          | 300                                                                             | 1.00         | 3.00       | 4.00  | 8.00  | \$174                      | \$831      | \$972    | \$1,977  | \$618.58                         |                                                                  | 62%                               | \$1,005.00                        |                                                                   | 100%                               | \$386.42                             | \$0.00                                                               | 62%                                 |                                                                     |  |  |
|                          | 400                                                                             | 1.00         | 4.00       | 6.00  | 11.00 | \$174                      | \$1,108    | \$1,458  | \$2,740  | \$1,132.92                       |                                                                  | 88%                               | \$1,282.00                        |                                                                   | 100%                               | \$149.08                             | \$0.00                                                               | 13%                                 |                                                                     |  |  |
|                          | 500                                                                             | 1.00         | 5.00       | 8.00  | 14.00 | \$174                      | \$1,385    | \$1,944  | \$3,503  | \$1,390.08                       | \$175.15                                                         | 89%                               | \$1,559.00                        | \$166.20                                                          | 100%                               | \$168.92                             | (\$8.95)                                                             | 12%                                 | -5%                                                                 |  |  |
|                          | 1,000                                                                           | 1.00         | 8.00       | 12.00 | 21.00 | \$174                      | \$2,216    | \$2,916  | \$5,306  | \$2,265.84                       | \$205.73                                                         | 95%                               | \$2,390.00                        | \$221.60                                                          | 100%                               | \$124.16                             | \$15.87                                                              | 5%                                  | 8%                                                                  |  |  |
|                          | 1,500                                                                           | 1.00         | 12.00      | 16.00 | 29.00 | \$174                      | \$3,324    | \$3,888  | \$7,386  | \$3,294.50                       | \$205.73                                                         | 94%                               | \$3,498.00                        | \$221.60                                                          | 100%                               | \$203.50                             | \$15.87                                                              | 6%                                  | 8%                                                                  |  |  |
|                          | 2,000                                                                           | 1.00         | 16.00      | 22.00 | 39.00 | \$174                      | \$4,432    | \$5,346  | \$9,952  | \$4,323.17                       | \$175.15                                                         | 94%                               | \$4,606.00                        | \$183.60                                                          | 100%                               | \$282.83                             | \$8.45                                                               | 7%                                  | 5%                                                                  |  |  |
|                          | 2,500                                                                           | 1.50         | 19.00      | 30.00 | 50.50 | \$261                      | \$5,263    | \$7,290  | \$12,814 | \$5,198.92                       | \$154.30                                                         | 94%                               | \$5,524.00                        | \$166.20                                                          | 100%                               | \$325.08                             | \$11.90                                                              | 6%                                  | 8%                                                                  |  |  |
|                          | 3,000                                                                           | 1.50         | 22.00      | 38.00 | 61.50 | \$261                      | \$6,094    | \$9,234  | \$15,589 | \$5,970.42                       | \$87.58                                                          | 94%                               | \$6,355.00                        | \$91.80                                                           | 100%                               | \$384.58                             | \$4.22                                                               | 6%                                  | 5%                                                                  |  |  |
|                          | 4,000                                                                           | 2.00         | 25.00      | 45.00 | 72.00 | \$348                      | \$6,925    | \$10,935 | \$18,208 | \$6,846.17                       | \$102.87                                                         | 94%                               | \$7,273.00                        | \$110.80                                                          | 100%                               | \$426.83                             | \$7.93                                                               | 6%                                  | 8%                                                                  |  |  |
|                          | 5,000                                                                           | 2.00         | 29.00      | 55.00 | 86.00 | \$348                      | \$8,033    | \$13,365 | \$21,746 | \$7,874.84                       | \$51.43                                                          | 94%                               | \$8,381.00                        | \$55.40                                                           | 100%                               | \$506.16                             | \$3.97                                                               | 6%                                  | 8%                                                                  |  |  |
| Tract or Repetitive Fees |                                                                                 |              |            |       |       |                            |            |          |          | 25% of Original                  |                                                                  | 94% - 95%                         | 25% of Original                   |                                                                   | 100%                               | varies                               | varies                                                               | varies                              | varies                                                              |  |  |



| Fee Description |                                                                                 | Current Fee<br>Inspection<br>Base Fee | Current Fee<br>Inspection<br>Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof | Current<br>Cost<br>Recovery<br>Inspection | Proposed<br>Fee<br>Inspection<br>Base Fee | Proposed<br>Fee<br>Inspection<br>Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof | Proposed<br>Cost<br>Recovery<br>Insp | Fee Change<br>Inspection<br>Base Fee (\$) | Fee Change<br>Inspection<br>Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof (\$) | Fee Change<br>Inspection<br>Base Fee (%) | Fee Change<br>Inspection<br>Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof (%) | Fee Change<br>Total Base<br>Fee (\$) | Fee Change<br>Total Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof (\$) | Fee Change<br>Total Base<br>Fee (%) | Fee Change<br>Total Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof (%) | Note    |
|-----------------|---------------------------------------------------------------------------------|---------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------|----------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------|---------|
| 1               | <b>New Construction, Tenant Improvements, Remodels</b>                          |                                       |                                                                                |                                           |                                           |                                                                                    |                                      |                                           |                                                                                    |                                          |                                                                                   |                                      |                                                                            |                                     |                                                                           |         |
|                 | <b>Single-Family, Two-Family, Additional Dwelling Units - Remodels</b>          |                                       |                                                                                |                                           |                                           |                                                                                    |                                      |                                           |                                                                                    |                                          |                                                                                   |                                      |                                                                            |                                     |                                                                           |         |
| 1               | <b>New Construction, Additions, Remodels</b>                                    |                                       |                                                                                |                                           |                                           |                                                                                    |                                      |                                           |                                                                                    |                                          |                                                                                   |                                      |                                                                            |                                     |                                                                           |         |
|                 | Single-Family, Two-Family - New, Additions, Remodels, Additional Dwelling Units |                                       |                                                                                |                                           |                                           |                                                                                    |                                      |                                           |                                                                                    |                                          |                                                                                   |                                      |                                                                            |                                     |                                                                           | [a],[b] |
|                 | 100-                                                                            | \$486.46                              |                                                                                |                                           |                                           |                                                                                    |                                      |                                           |                                                                                    |                                          |                                                                                   |                                      |                                                                            |                                     |                                                                           |         |
|                 | 200                                                                             | \$729.69                              |                                                                                | 100%                                      | \$729.00                                  |                                                                                    | 100%                                 | (\$0.69)                                  | \$0.00                                                                             | 0%                                       |                                                                                   | \$301.60                             | \$0.00                                                                     | 26%                                 |                                                                           |         |
|                 | 300                                                                             | \$972.92                              |                                                                                | 100%                                      | \$972.00                                  |                                                                                    | 100%                                 | (\$0.92)                                  | \$0.00                                                                             | 0%                                       |                                                                                   | \$385.49                             | \$0.00                                                                     | 24%                                 |                                                                           |         |
|                 | 400                                                                             | \$1,337.77                            |                                                                                | 92%                                       | \$1,458.00                                |                                                                                    | 100%                                 | \$120.23                                  | \$0.00                                                                             | 9%                                       |                                                                                   | \$269.31                             | \$0.00                                                                     | 11%                                 |                                                                           |         |
|                 | 500                                                                             | \$1,945.85                            | \$194.58                                                                       | 100%                                      | \$1,944.00                                | \$194.40                                                                           | 100%                                 | (\$1.85)                                  | (\$0.18)                                                                           | 0%                                       | 0%                                                                                | \$167.07                             | (\$9.13)                                                                   | 5%                                  | -2%                                                                       |         |
|                 | 1,000                                                                           | \$2,918.77                            | \$194.58                                                                       | 100%                                      | \$2,916.00                                | \$194.40                                                                           | 100%                                 | (\$2.77)                                  | (\$0.18)                                                                           | 0%                                       | 0%                                                                                | \$121.39                             | \$15.68                                                                    | 2%                                  | 4%                                                                        |         |
|                 | 1,500                                                                           | \$3,891.69                            | \$291.88                                                                       | 100%                                      | \$3,888.00                                | \$291.60                                                                           | 100%                                 | (\$3.69)                                  | (\$0.28)                                                                           | 0%                                       | 0%                                                                                | \$199.80                             | \$15.59                                                                    | 3%                                  | 3%                                                                        |         |
|                 | 2,000                                                                           | \$5,351.08                            | \$389.17                                                                       | 100%                                      | \$5,346.00                                | \$388.80                                                                           | 100%                                 | (\$5.08)                                  | (\$0.37)                                                                           | 0%                                       | 0%                                                                                | \$277.75                             | \$8.08                                                                     | 3%                                  | 1%                                                                        |         |
|                 | 2,500                                                                           | \$7,296.93                            | \$389.17                                                                       | 100%                                      | \$7,290.00                                | \$388.80                                                                           | 100%                                 | (\$6.93)                                  | (\$0.37)                                                                           | 0%                                       | 0%                                                                                | \$318.15                             | \$11.53                                                                    | 3%                                  | 2%                                                                        |         |
|                 | 3,000                                                                           | \$9,242.78                            | \$170.26                                                                       | 100%                                      | \$9,234.00                                | \$170.10                                                                           | 100%                                 | (\$8.78)                                  | (\$0.16)                                                                           | 0%                                       | 0%                                                                                | \$375.80                             | \$4.06                                                                     | 2%                                  | 2%                                                                        |         |
|                 | 4,000                                                                           | \$10,945.39                           | \$243.23                                                                       | 100%                                      | \$10,935.00                               | \$243.00                                                                           | 100%                                 | (\$10.39)                                 | (\$0.23)                                                                           | 0%                                       | 0%                                                                                | \$416.43                             | \$7.70                                                                     | 2%                                  | 2%                                                                        |         |
|                 | 5,000                                                                           | \$13,377.70                           | \$121.62                                                                       | 100%                                      | \$13,365.00                               | \$121.50                                                                           | 100%                                 | (\$12.70)                                 | (\$0.12)                                                                           | 0%                                       | 0%                                                                                | \$493.46                             | \$3.85                                                                     | 2%                                  | 2%                                                                        |         |
|                 | Tract or Repetitive Fees                                                        | Same as Regular                       |                                                                                | 100%                                      | Same as Regular                           |                                                                                    | 100%                                 | varies                                    | varies                                                                             | varies                                   | varies                                                                            | varies                               | varies                                                                     | varies                              | varies                                                                    |         |

|              |  |  |  |  | Fully-Burdened Hourly Rate |       |       |  |  |  |  |  |  |  |  |  |  |  |
|--------------|--|--|--|--|----------------------------|-------|-------|--|--|--|--|--|--|--|--|--|--|--|
|              |  |  |  |  | \$174                      | \$277 | \$243 |  |  |  |  |  |  |  |  |  |  |  |
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| Service Time |  |  |  |  | Cost of Service            |       |       |  |  |  |  |  |  |  |  |  |  |  |
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| Fee Description |                                                                                                      | Current Fee Inspection Base Fee | Current Fee Add'l 100 SF or Fraction Thereof | Current Cost Recovery Inspection | Proposed Fee Inspection Base Fee | Proposed Fee Inspection Fee Per Add'l 100 SF or Fraction Thereof | Proposed Cost Recovery Insp | Fee Change Inspection Base Fee (\$) | Fee Change Inspection Fee Per Add'l 100 SF or Fraction Thereof (\$) | Fee Change Inspection Base Fee (%) | Fee Change Inspection Fee Per Add'l 100 SF or Fraction Thereof (%) | Fee Change Total Base Fee (\$) | Fee Change Total Fee Per Add'l 100 SF or Fraction Thereof (\$) | Fee Change Total Base Fee (%) | Fee Change Total Fee Per Add'l 100 SF or Fraction Thereof (%) | Note    |
|-----------------|------------------------------------------------------------------------------------------------------|---------------------------------|----------------------------------------------|----------------------------------|----------------------------------|------------------------------------------------------------------|-----------------------------|-------------------------------------|---------------------------------------------------------------------|------------------------------------|--------------------------------------------------------------------|--------------------------------|----------------------------------------------------------------|-------------------------------|---------------------------------------------------------------|---------|
| 2               | <b>Commercial / Multi-Family / Non-Residential - New Construction, Tenant Improvement, and Shell</b> |                                 |                                              |                                  |                                  |                                                                  |                             |                                     |                                                                     |                                    |                                                                    |                                |                                                                |                               |                                                               | [a],[b] |
|                 | A-Assembly - New Construction                                                                        |                                 |                                              |                                  |                                  |                                                                  |                             |                                     |                                                                     |                                    |                                                                    |                                |                                                                |                               |                                                               |         |
|                 | 1,500                                                                                                | \$12,237.56                     | \$87.41                                      | 101%                             | \$12,150.00                      | \$89.10                                                          | 100%                        | (\$87.56)                           | \$1.69                                                              | -1%                                | 2%                                                                 | \$454.44                       | \$5.41                                                         | 3%                            | 3%                                                            |         |
|                 | 7,500                                                                                                | \$17,482.22                     | \$139.86                                     | 100%                             | \$17,496.00                      | \$139.32                                                         | 100%                        | \$13.78                             | (\$0.54)                                                            | 0%                                 | 0%                                                                 | \$778.77                       | \$2.83                                                         | 3%                            | 1%                                                            |         |
|                 | 15,000                                                                                               | \$27,971.56                     | \$149.18                                     | 100%                             | \$27,945.00                      | \$149.04                                                         | 100%                        | (\$26.56)                           | (\$0.14)                                                            | 0%                                 | 0%                                                                 | \$990.93                       | \$3.97                                                         | 2%                            | 2%                                                            |         |
|                 | 30,000                                                                                               | \$50,348.80                     | \$62.94                                      | 100%                             | \$50,301.00                      | \$63.18                                                          | 100%                        | (\$47.80)                           | \$0.24                                                              | 0%                                 | 0%                                                                 | \$1,587.17                     | \$1.00                                                         | 2%                            | 1%                                                            |         |
|                 | 75,000                                                                                               | \$78,670.00                     | \$25.64                                      | 100%                             | \$78,732.00                      | \$25.60                                                          | 100%                        | \$62.00                             | (\$0.04)                                                            | 0%                                 | 0%                                                                 | \$2,036.46                     | \$0.85                                                         | 2%                            | 2%                                                            |         |
|                 | 150,000                                                                                              | \$97,900.45                     | \$65.50                                      | 100%                             | \$97,929.00                      | \$65.39                                                          | 100%                        | \$28.55                             | (\$0.11)                                                            | 0%                                 | 0%                                                                 | \$2,672.50                     | \$1.35                                                         | 2%                            | 1%                                                            |         |
| 3               | A-Assembly - Tenant Improvement                                                                      |                                 |                                              |                                  |                                  |                                                                  |                             |                                     |                                                                     |                                    |                                                                    |                                |                                                                |                               |                                                               |         |
|                 | 500                                                                                                  | \$3,405.23                      | \$72.97                                      | 100%                             | \$3,402.00                       | \$72.90                                                          | 100%                        | (\$3.23)                            | (\$0.07)                                                            | 0%                                 | 0%                                                                 | \$312.26                       | (\$0.76)                                                       | 6%                            | -1%                                                           |         |
|                 | 2,500                                                                                                | \$4,864.62                      | \$116.75                                     | 100%                             | \$4,860.00                       | \$116.64                                                         | 100%                        | (\$4.62)                            | (\$0.11)                                                            | 0%                                 | 0%                                                                 | \$297.06                       | \$5.31                                                         | 4%                            | 2%                                                            |         |
|                 | 5,000                                                                                                | \$7,783.39                      | \$124.53                                     | 100%                             | \$7,776.00                       | \$126.36                                                         | 100%                        | (\$7.39)                            | \$1.83                                                              | 0%                                 | 1%                                                                 | \$429.69                       | \$3.92                                                         | 3%                            | 2%                                                            |         |
|                 | 10,000                                                                                               | \$14,010.10                     | \$52.54                                      | 99%                              | \$14,094.00                      | \$51.84                                                          | 100%                        | \$83.90                             | (\$0.70)                                                            | 1%                                 | -1%                                                                | \$625.49                       | (\$6.26)                                                       | 2%                            | -8%                                                           |         |
|                 | 25,000                                                                                               | \$21,890.78                     | \$21.40                                      | 100%                             | \$21,870.00                      | \$21.38                                                          | 100%                        | (\$20.78)                           | (\$0.02)                                                            | 0%                                 | 0%                                                                 | (\$313.05)                     | (\$17.16)                                                      | -1%                           | -27%                                                          |         |
|                 | 50,000                                                                                               | \$27,241.86                     | \$54.49                                      | 100%                             | \$27,216.00                      | \$54.44                                                          | 100%                        | (\$25.86)                           | (\$0.05)                                                            | 0%                                 | 0%                                                                 | (\$4,603.09)                   | (\$20.81)                                                      | -9%                           | -20%                                                          |         |
| 4               | B - Business - New Construction                                                                      |                                 |                                              |                                  |                                  |                                                                  |                             |                                     |                                                                     |                                    |                                                                    |                                |                                                                |                               |                                                               |         |
|                 | 1,000                                                                                                | \$8,513.08                      | \$91.21                                      | 100%                             | \$8,505.00                       | \$91.13                                                          | 100%                        | (\$8.08)                            | (\$0.09)                                                            | 0%                                 | 0%                                                                 | \$240.25                       | \$5.56                                                         | 2%                            | 3%                                                            |         |
|                 | 5,000                                                                                                | \$12,161.55                     | \$145.94                                     | 100%                             | \$12,150.00                      | \$145.80                                                         | 100%                        | (\$11.55)                           | (\$0.14)                                                            | 0%                                 | 0%                                                                 | \$462.70                       | \$8.74                                                         | 2%                            | 3%                                                            |         |
|                 | 10,000                                                                                               | \$19,458.47                     | \$155.67                                     | 100%                             | \$19,440.00                      | \$155.52                                                         | 100%                        | (\$18.47)                           | (\$0.15)                                                            | 0%                                 | 0%                                                                 | \$899.84                       | \$8.09                                                         | 3%                            | 3%                                                            |         |
|                 | 20,000                                                                                               | \$35,025.25                     | \$65.67                                      | 100%                             | \$34,992.00                      | \$65.61                                                          | 100%                        | (\$33.25)                           | (\$0.06)                                                            | 0%                                 | 0%                                                                 | \$1,708.55                     | \$1.48                                                         | 3%                            | 2%                                                            |         |
|                 | 50,000                                                                                               | \$54,726.96                     | \$32.11                                      | 100%                             | \$54,675.00                      | \$32.08                                                          | 100%                        | (\$51.96)                           | (\$0.03)                                                            | 0%                                 | 0%                                                                 | \$2,151.17                     | \$2.45                                                         | 2%                            | 4%                                                            |         |
|                 | 100,000                                                                                              | \$70,780.20                     | \$70.78                                      | 100%                             | \$70,713.00                      | \$70.71                                                          | 100%                        | (\$67.20)                           | (\$0.07)                                                            | 0%                                 | 0%                                                                 | \$3,375.91                     | \$3.58                                                         | 3%                            | 3%                                                            |         |
| 5               | B - Business - Tenant Improvement                                                                    |                                 |                                              |                                  |                                  |                                                                  |                             |                                     |                                                                     |                                    |                                                                    |                                |                                                                |                               |                                                               |         |
|                 | 500                                                                                                  | \$3,724.47                      | \$79.81                                      | 96%                              | \$3,888.00                       | \$72.90                                                          | 100%                        | \$163.53                            | (\$6.91)                                                            | 4%                                 | -9%                                                                | \$539.68                       | (\$9.30)                                                       | 10%                           | -6%                                                           |         |
|                 | 2,500                                                                                                | \$5,320.68                      | \$127.70                                     | 100%                             | \$5,346.00                       | \$126.36                                                         | 100%                        | \$25.32                             | (\$1.34)                                                            | 0%                                 | -1%                                                                | \$353.73                       | \$4.39                                                         | 4%                            | 2%                                                            |         |
|                 | 5,000                                                                                                | \$8,513.08                      | \$136.21                                     | 100%                             | \$8,505.00                       | \$136.08                                                         | 100%                        | (\$8.08)                            | (\$0.13)                                                            | 0%                                 | 0%                                                                 | \$463.49                       | \$5.37                                                         | 3%                            | 2%                                                            |         |
|                 | 10,000                                                                                               | \$15,323.55                     | \$57.46                                      | 100%                             | \$15,309.00                      | \$58.32                                                          | 100%                        | (\$14.55)                           | \$0.86                                                              | 0%                                 | 1%                                                                 | \$732.14                       | \$2.39                                                         | 3%                            | 3%                                                            |         |
|                 | 25,000                                                                                               | \$23,943.04                     | \$23.41                                      | 100%                             | \$24,057.00                      | \$23.33                                                          | 100%                        | \$113.96                            | (\$0.08)                                                            | 0%                                 | 0%                                                                 | \$1,090.81                     | \$1.11                                                         | 3%                            | 2%                                                            |         |
|                 | 50,000                                                                                               | \$29,795.79                     | \$59.59                                      | 100%                             | \$29,889.00                      | \$59.38                                                          | 100%                        | \$93.21                             | (\$0.21)                                                            | 0%                                 | 0%                                                                 | \$1,367.65                     | \$1.74                                                         | 3%                            | 2%                                                            |         |

| Fee Description |                                    | Service Time |            |        |        | Fully-Burdened Hourly Rate |            |           |           | Current Fee Plan Review Fee Per Add'l 100 SF or Fraction Thereof |                                                                  |                                   |                                   | Current Cost Recovery Plan Review                                 |                                    |                                      |                                                                      | Proposed Fee Plan Review Fee Per Add'l 100 SF or Fraction Thereof |                                                                     |  |  | Proposed Cost Recovery Plan Review |  |  |  | Fee Change Plan Review Base Fee (\$) |  |  |  | Fee Change Plan Review Fee Per Add'l 100 SF or Fraction Thereof (\$) |  |  |  | Fee Change Plan Review Base Fee (%) |  |  |  | Fee Change Plan Review Fee Per Add'l 100 SF or Fraction Thereof (%) |  |  |  |
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|                 |                                    |              |            |        |        |                            |            |           |           |                                                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                                                   |                                                                     |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 |                                    |              |            |        |        | \$174                      | \$277      | \$243     |           |                                                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                                                   |                                                                     |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 |                                    |              |            |        |        | Cost of Service            |            |           |           |                                                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                                                   |                                                                     |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 |                                    | Permit Tech  | Plan Check | Insp   | Total  | Permit Tech                | Plan Check | Insp      | Total     | Current Fee Plan Review Base Fee                                 | Current Fee Plan Review Fee Per Add'l 100 SF or Fraction Thereof | Current Cost Recovery Plan Review | Proposed Fee Plan Review Base Fee | Proposed Fee Plan Review Fee Per Add'l 100 SF or Fraction Thereof | Proposed Cost Recovery Plan Review | Fee Change Plan Review Base Fee (\$) | Fee Change Plan Review Fee Per Add'l 100 SF or Fraction Thereof (\$) | Fee Change Plan Review Base Fee (%)                               | Fee Change Plan Review Fee Per Add'l 100 SF or Fraction Thereof (%) |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
| 6               | E - Education - New Construction   |              |            |        |        |                            |            |           |           |                                                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                                                   |                                                                     |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 500                                | 2.00         | 10.00      | 20.00  | 32.00  | \$348                      | \$2,770    | \$4,860   | \$7,978   | \$2,038.11                                                       | \$89.17                                                          | 65%                               | \$3,118.00                        | \$123.85                                                          | 100%                               | \$1,079.89                           | \$34.68                                                              | 53%                                                               | 39%                                                                 |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 2,500                              | 3.50         | 18.00      | 28.00  | 49.50  | \$609                      | \$4,986    | \$6,804   | \$12,399  | \$3,821.46                                                       | \$127.38                                                         | 68%                               | \$5,595.00                        | \$76.92                                                           | 100%                               | \$1,773.54                           | (\$50.46)                                                            | 46%                                                               | -40%                                                                |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 5,000                              | 5.00         | 24.00      | 44.00  | 73.00  | \$870                      | \$6,648    | \$10,692  | \$18,210  | \$7,006.01                                                       | \$114.64                                                         | 93%                               | \$7,518.00                        | \$121.24                                                          | 100%                               | \$511.99                             | \$6.60                                                               | 7%                                                                | 6%                                                                  |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 10,000                             | 8.00         | 44.00      | 80.00  | 132.00 | \$1,392                    | \$12,188   | \$19,440  | \$33,020  | \$12,738.19                                                      | \$21.23                                                          | 94%                               | \$13,580.00                       | \$22.63                                                           | 100%                               | \$841.81                             | \$1.40                                                               | 7%                                                                | 7%                                                                  |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 25,000                             | 10.00        | 55.00      | 124.00 | 189.00 | \$1,740                    | \$15,235   | \$30,132  | \$47,107  | \$15,922.74                                                      | \$28.02                                                          | 94%                               | \$16,975.00                       | \$28.68                                                           | 100%                               | \$1,052.26                           | \$0.66                                                               | 7%                                                                | 2%                                                                  |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 50,000                             | 13.00        | 79.00      | 154.00 | 246.00 | \$2,262                    | \$21,883   | \$37,422  | \$61,567  | \$22,928.75                                                      | \$45.86                                                          | 95%                               | \$24,145.00                       | \$46.93                                                           | 100%                               | \$1,216.25                           | \$1.07                                                               | 5%                                                                | 2%                                                                  |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
| 7               | E - Education - Tenant Improvement |              |            |        |        |                            |            |           |           |                                                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                                                   |                                                                     |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 100                                | 1.00         | 4.00       | 7.00   | 12.00  | \$174                      | \$1,108    | \$1,701   | \$2,983   | \$958.40                                                         | \$209.65                                                         | 75%                               | \$1,282.00                        | \$277.00                                                          | 100%                               | \$323.60                             | \$67.35                                                              | 34%                                                               | 32%                                                                 |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 500                                | 1.00         | 8.00       | 10.00  | 19.00  | \$174                      | \$2,216    | \$2,430   | \$4,820   | \$1,797.00                                                       | \$299.50                                                         | 75%                               | \$2,390.00                        | \$239.00                                                          | 100%                               | \$593.00                             | (\$60.50)                                                            | 33%                                                               | -20%                                                                |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 1,000                              | 1.50         | 12.00      | 16.00  | 29.50  | \$261                      | \$3,324    | \$3,888   | \$7,473   | \$3,294.50                                                       | \$269.55                                                         | 92%                               | \$3,585.00                        | \$285.70                                                          | 100%                               | \$290.50                             | \$16.15                                                              | 9%                                                                | 6%                                                                  |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 2,000                              | 2.00         | 22.00      | 30.00  | 54.00  | \$348                      | \$6,094    | \$7,290   | \$13,732  | \$5,990.01                                                       | \$49.92                                                          | 93%                               | \$6,442.00                        | \$61.20                                                           | 100%                               | \$451.99                             | \$11.28                                                              | 8%                                                                | 23%                                                                 |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 5,000                              | 3.00         | 28.00      | 45.00  | 76.00  | \$522                      | \$7,756    | \$10,935  | \$19,213  | \$7,487.51                                                       | \$65.89                                                          | 90%                               | \$8,278.00                        | \$69.96                                                           | 100%                               | \$790.49                             | \$4.07                                                               | 11%                                                               | 6%                                                                  |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 10,000                             | 4.00         | 40.00      | 56.00  | 100.00 | \$696                      | \$11,080   | \$13,608  | \$25,384  | \$10,782.01                                                      | \$107.82                                                         | 92%                               | \$11,776.00                       | \$114.48                                                          | 100%                               | \$993.99                             | \$6.66                                                               | 9%                                                                | 6%                                                                  |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
| 8               | F - Factory - New Construction     |              |            |        |        |                            |            |           |           |                                                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                                                   |                                                                     |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 5,000                              | 2.00         | 24.00      | 40.00  | 66.00  | \$348                      | \$6,648    | \$9,720   | \$16,716  | \$6,589.01                                                       | \$22.66                                                          | 94%                               | \$6,996.00                        | \$23.90                                                           | 100%                               | \$406.99                             | \$1.24                                                               | 6%                                                                | 5%                                                                  |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 25,000                             | 4.00         | 40.00      | 80.00  | 124.00 | \$696                      | \$11,080   | \$19,440  | \$31,216  | \$11,120.68                                                      | \$51.04                                                          | 94%                               | \$11,776.00                       | \$53.88                                                           | 100%                               | \$655.32                             | \$2.84                                                               | 6%                                                                | 6%                                                                  |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 50,000                             | 5.00         | 88.00      | 200.00 | 293.00 | \$870                      | \$24,376   | \$48,600  | \$73,846  | \$23,881.69                                                      | \$16.46                                                          | 95%                               | \$25,246.00                       | \$18.08                                                           | 100%                               | \$1,364.31                           | \$1.62                                                               | 6%                                                                | 10%                                                                 |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 100,000                            | 6.00         | 120.00     | 270.00 | 396.00 | \$1,044                    | \$33,240   | \$65,610  | \$99,894  | \$32,111.03                                                      | \$9.50                                                           | 94%                               | \$34,284.00                       | \$10.27                                                           | 100%                               | \$2,172.97                           | \$0.77                                                               | 7%                                                                | 8%                                                                  |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 250,000                            | 7.00         | 175.00     | 325.00 | 507.00 | \$1,218                    | \$48,475   | \$78,975  | \$128,668 | \$46,359.47                                                      | \$5.27                                                           | 93%                               | \$49,693.00                       | \$5.61                                                            | 100%                               | \$3,333.53                           | \$0.34                                                               | 7%                                                                | 6%                                                                  |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 500,000                            | 8.00         | 225.00     | 500.00 | 733.00 | \$1,392                    | \$62,325   | \$121,500 | \$185,217 | \$59,530.56                                                      | \$11.90                                                          | 93%                               | \$63,717.00                       | \$12.67                                                           | 100%                               | \$4,186.44                           | \$0.77                                                               | 7%                                                                | 6%                                                                  |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
| 9               | F - Factory - Tenant Improvement   |              |            |        |        |                            |            |           |           |                                                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                                                   |                                                                     |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 2,000                              | 1.00         | 10.00      | 13.00  | 24.00  | \$174                      | \$2,770    | \$3,159   | \$6,103   | \$2,538.18                                                       | \$21.50                                                          | 86%                               | \$2,944.00                        | \$21.86                                                           | 100%                               | \$405.82                             | \$0.36                                                               | 16%                                                               | 2%                                                                  |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 10,000                             | 1.50         | 16.00      | 19.00  | 36.50  | \$261                      | \$4,432    | \$4,617   | \$9,310   | \$4,258.09                                                       | \$51.60                                                          | 91%                               | \$4,693.00                        | \$53.50                                                           | 100%                               | \$434.91                             | \$1.90                                                               | 10%                                                               | 4%                                                                  |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 20,000                             | 2.00         | 35.00      | 40.00  | 77.00  | \$348                      | \$9,695    | \$9,720   | \$19,763  | \$9,417.84                                                       | \$17.09                                                          | 94%                               | \$10,043.00                       | \$18.88                                                           | 100%                               | \$625.16                             | \$1.78                                                               | 7%                                                                | 10%                                                                 |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 40,000                             | 3.00         | 48.00      | 55.00  | 106.00 | \$522                      | \$13,296   | \$13,365  | \$27,183  | \$12,836.83                                                      | \$9.57                                                           | 93%                               | \$13,818.00                       | \$10.45                                                           | 100%                               | \$981.17                             | \$0.88                                                               | 8%                                                                | 9%                                                                  |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 100,000                            | 4.00         | 70.00      | 80.00  | 154.00 | \$696                      | \$19,390   | \$19,440  | \$39,526  | \$18,577.03                                                      | \$5.48                                                           | 92%                               | \$20,086.00                       | \$5.71                                                            | 100%                               | \$1,508.97                           | \$0.24                                                               | 8%                                                                | 4%                                                                  |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |
|                 | 200,000                            | 5.00         | 90.00      | 103.00 | 198.00 | \$870                      | \$24,930   | \$25,029  | \$50,829  | \$24,056.02                                                      | \$12.03                                                          | 93%                               | \$25,800.00                       | \$12.55                                                           | 100%                               | \$1,743.98                           | \$0.52                                                               | 7%                                                                | 4%                                                                  |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |

| Fee Description |                                    | Current Fee Inspection Base Fee | Current Fee Inspection Fee Per Add'l 100 SF or Fraction Thereof | Current Cost Recovery Inspection | Proposed Fee Inspection Base Fee | Proposed Fee Inspection Fee Per Add'l 100 SF or Fraction Thereof | Proposed Cost Recovery Insp | Fee Change Inspection Base Fee (\$) | Fee Change Inspection Fee Per Add'l 100 SF or Fraction Thereof (\$) | Fee Change Inspection Base Fee (%) | Fee Change Inspection Fee Per Add'l 100 SF or Fraction Thereof (%) | Fee Change Total Base Fee (\$) | Fee Change Total Fee Per Add'l 100 SF or Fraction Thereof (\$) | Fee Change Total Base Fee (%) | Fee Change Total Fee Per Add'l 100 SF or Fraction Thereof (%) | Note |
|-----------------|------------------------------------|---------------------------------|-----------------------------------------------------------------|----------------------------------|----------------------------------|------------------------------------------------------------------|-----------------------------|-------------------------------------|---------------------------------------------------------------------|------------------------------------|--------------------------------------------------------------------|--------------------------------|----------------------------------------------------------------|-------------------------------|---------------------------------------------------------------|------|
| 6               | E - Education - New Construction   |                                 |                                                                 |                                  |                                  |                                                                  |                             |                                     |                                                                     |                                    |                                                                    |                                |                                                                |                               |                                                               |      |
|                 | 500                                | \$4,682.20                      | \$100.33                                                        | 96%                              | \$4,860.00                       | \$97.20                                                          | 100%                        | \$177.80                            | (\$3.13)                                                            | 4%                                 | -3%                                                                | \$1,257.69                     | \$31.55                                                        | 19%                           | 17%                                                           |      |
|                 | 2,500                              | \$6,688.85                      | \$160.53                                                        | 98%                              | \$6,804.00                       | \$155.52                                                         | 100%                        | \$115.15                            | (\$5.01)                                                            | 2%                                 | -3%                                                                | \$1,888.69                     | (\$55.47)                                                      | 18%                           | -19%                                                          |      |
|                 | 5,000                              | \$10,702.16                     | \$171.23                                                        | 100%                             | \$10,692.00                      | \$174.96                                                         | 100%                        | (\$10.16)                           | \$3.73                                                              | 0%                                 | 2%                                                                 | \$501.83                       | \$10.32                                                        | 3%                            | 4%                                                            |      |
|                 | 10,000                             | \$19,263.89                     | \$72.24                                                         | 99%                              | \$19,440.00                      | \$71.28                                                          | 100%                        | \$176.11                            | (\$0.96)                                                            | 1%                                 | -1%                                                                | \$1,017.92                     | \$0.44                                                         | 3%                            | 0%                                                            |      |
|                 | 25,000                             | \$30,099.83                     | \$29.43                                                         | 100%                             | \$30,132.00                      | \$29.16                                                          | 100%                        | \$32.17                             | (\$0.27)                                                            | 0%                                 | -1%                                                                | \$1,084.43                     | \$0.39                                                         | 2%                            | 1%                                                            |      |
|                 | 50,000                             | \$37,457.56                     | \$74.91                                                         | 100%                             | \$37,422.00                      | \$74.22                                                          | 100%                        | (\$35.56)                           | (\$0.69)                                                            | 0%                                 | -1%                                                                | \$1,180.69                     | \$0.38                                                         | 2%                            | 0%                                                            |      |
| 7               | E - Education - Tenant Improvement |                                 |                                                                 |                                  |                                  |                                                                  |                             |                                     |                                                                     |                                    |                                                                    |                                |                                                                |                               |                                                               |      |
|                 | 100                                | \$1,702.62                      | \$182.42                                                        | 100%                             | \$1,701.00                       | \$182.25                                                         | 100%                        | (\$1.62)                            | (\$0.17)                                                            | 0%                                 | 0%                                                                 | \$321.98                       | \$67.18                                                        | 12%                           | 17%                                                           |      |
|                 | 500                                | \$2,432.31                      | \$291.88                                                        | 100%                             | \$2,430.00                       | \$291.60                                                         | 100%                        | (\$2.31)                            | (\$0.28)                                                            | 0%                                 | 0%                                                                 | \$590.69                       | (\$60.78)                                                      | 14%                           | -10%                                                          |      |
|                 | 1,000                              | \$3,891.69                      | \$311.34                                                        | 100%                             | \$3,888.00                       | \$340.20                                                         | 100%                        | (\$3.69)                            | \$28.86                                                             | 0%                                 | 9%                                                                 | \$286.80                       | \$45.01                                                        | 4%                            | 8%                                                            |      |
|                 | 2,000                              | \$7,005.05                      | \$131.34                                                        | 96%                              | \$7,290.00                       | \$121.50                                                         | 100%                        | \$284.95                            | (\$9.84)                                                            | 4%                                 | -7%                                                                | \$736.94                       | \$1.44                                                         | 6%                            | 1%                                                            |      |
|                 | 5,000                              | \$10,945.39                     | \$53.51                                                         | 100%                             | \$10,935.00                      | \$53.46                                                          | 100%                        | (\$10.39)                           | (\$0.05)                                                            | 0%                                 | 0%                                                                 | \$780.10                       | \$4.02                                                         | 4%                            | 3%                                                            |      |
|                 | 10,000                             | \$13,620.93                     | \$136.21                                                        | 100%                             | \$13,608.00                      | \$136.08                                                         | 100%                        | (\$12.93)                           | (\$0.13)                                                            | 0%                                 | 0%                                                                 | \$981.06                       | \$6.53                                                         | 4%                            | 3%                                                            |      |
| 8               | F - Factory - New Construction     |                                 |                                                                 |                                  |                                  |                                                                  |                             |                                     |                                                                     |                                    |                                                                    |                                |                                                                |                               |                                                               |      |
|                 | 5,000                              | \$9,729.24                      | \$48.65                                                         | 100%                             | \$9,720.00                       | \$48.60                                                          | 100%                        | (\$9.24)                            | (\$0.05)                                                            | 0%                                 | 0%                                                                 | \$397.76                       | \$1.20                                                         | 2%                            | 2%                                                            |      |
|                 | 25,000                             | \$19,458.47                     | \$116.75                                                        | 100%                             | \$19,440.00                      | \$116.64                                                         | 100%                        | (\$18.47)                           | (\$0.11)                                                            | 0%                                 | 0%                                                                 | \$636.85                       | \$2.73                                                         | 2%                            | 2%                                                            |      |
|                 | 50,000                             | \$48,646.18                     | \$34.05                                                         | 100%                             | \$48,600.00                      | \$34.02                                                          | 100%                        | (\$46.18)                           | (\$0.03)                                                            | 0%                                 | 0%                                                                 | \$1,318.12                     | \$1.58                                                         | 2%                            | 3%                                                            |      |
|                 | 100,000                            | \$65,672.35                     | \$8.92                                                          | 100%                             | \$65,610.00                      | \$8.91                                                           | 100%                        | (\$62.35)                           | (\$0.01)                                                            | 0%                                 | 0%                                                                 | \$2,110.62                     | \$0.77                                                         | 2%                            | 4%                                                            |      |
|                 | 250,000                            | \$79,050.05                     | \$17.03                                                         | 100%                             | \$78,975.00                      | \$17.01                                                          | 100%                        | (\$75.05)                           | (\$0.02)                                                            | 0%                                 | 0%                                                                 | \$3,258.48                     | \$0.32                                                         | 3%                            | 1%                                                            |      |
|                 | 500,000                            | \$121,615.46                    | \$24.32                                                         | 100%                             | \$121,500.00                     | \$24.30                                                          | 100%                        | (\$115.46)                          | (\$0.02)                                                            | 0%                                 | 0%                                                                 | \$4,070.97                     | \$0.75                                                         | 2%                            | 2%                                                            |      |
| 9               | F - Factory - Tenant Improvement   |                                 |                                                                 |                                  |                                  |                                                                  |                             |                                     |                                                                     |                                    |                                                                    |                                |                                                                |                               |                                                               |      |
|                 | 2,000                              | \$2,653.43                      | \$22.11                                                         | 84%                              | \$3,159.00                       | \$18.23                                                          | 100%                        | \$505.57                            | (\$3.89)                                                            | 19%                                | -18%                                                               | \$911.40                       | (\$3.52)                                                       | 18%                           | -8%                                                           |      |
|                 | 10,000                             | \$4,422.38                      | \$53.07                                                         | 96%                              | \$4,617.00                       | \$51.03                                                          | 100%                        | \$194.62                            | (\$2.04)                                                            | 4%                                 | -4%                                                                | \$629.53                       | (\$0.14)                                                       | 7%                            | 0%                                                            |      |
|                 | 20,000                             | \$9,729.24                      | \$17.69                                                         | 100%                             | \$9,720.00                       | \$18.23                                                          | 100%                        | (\$9.24)                            | \$0.54                                                              | 0%                                 | 3%                                                                 | \$615.92                       | \$2.32                                                         | 3%                            | 7%                                                            |      |
|                 | 40,000                             | \$13,267.14                     | \$10.13                                                         | 99%                              | \$13,365.00                      | \$10.13                                                          | 100%                        | \$97.86                             | (\$0.01)                                                            | 1%                                 | 0%                                                                 | \$1,079.03                     | \$0.87                                                         | 4%                            | 4%                                                            |      |
|                 | 100,000                            | \$19,347.91                     | \$5.53                                                          | 100%                             | \$19,440.00                      | \$5.59                                                           | 100%                        | \$92.09                             | \$0.06                                                              | 0%                                 | 1%                                                                 | \$1,601.06                     | \$0.30                                                         | 4%                            | 3%                                                            |      |
|                 | 200,000                            | \$24,875.89                     | \$12.43                                                         | 99%                              | \$25,029.00                      | \$12.57                                                          | 100%                        | \$153.11                            | \$0.14                                                              | 1%                                 | 1%                                                                 | \$1,897.09                     | \$0.65                                                         | 4%                            | 3%                                                            |      |

| Fee Description |                                              | Service Time |            |        |        | Fully-Burdened Hourly Rate |            |          |           | Cost of Service                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|-----------------|----------------------------------------------|--------------|------------|--------|--------|----------------------------|------------|----------|-----------|----------------------------------|------------------------------------------------------------------|-----------------------------------|-----------------------------------|-------------------------------------------------------------------|------------------------------------|--------------------------------------|----------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------|--|--|
|                 |                                              | Permit Tech  | Plan Check | Insp   | Total  | Permit Tech                | Plan Check | Insp     | Total     | Current Fee Plan Review Base Fee | Current Fee Plan Review Fee Per Add'l 100 SF or Fraction Thereof | Current Cost Recovery Plan Review | Proposed Fee Plan Review Base Fee | Proposed Fee Plan Review Fee Per Add'l 100 SF or Fraction Thereof | Proposed Cost Recovery Plan Review | Fee Change Plan Review Base Fee (\$) | Fee Change Plan Review Fee Per Add'l 100 SF or Fraction Thereof (\$) | Fee Change Plan Review Base Fee (%) | Fee Change Plan Review Fee Per Add'l 100 SF or Fraction Thereof (%) |  |  |
|                 |                                              |              |            |        |        |                            |            |          |           |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
| 10              | H - Hazardous Materials - New Construction   |              |            |        |        |                            |            |          |           |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|                 | 1,000                                        | 2.00         | 20.00      | 40.00  | 62.00  | \$348                      | \$5,540    | \$9,720  | \$15,608  | \$5,180.22                       | \$113.32                                                         | 88%                               | \$5,888.00                        | \$119.50                                                          | 100%                               | \$707.78                             | \$6.18                                                               | 14%                                 | 5%                                                                  |  |  |
|                 | 5,000                                        | 4.00         | 36.00      | 56.00  | 96.00  | \$696                      | \$9,972    | \$13,608 | \$24,276  | \$9,712.92                       | \$161.88                                                         | 91%                               | \$10,668.00                       | \$169.68                                                          | 100%                               | \$955.08                             | \$7.80                                                               | 10%                                 | 5%                                                                  |  |  |
|                 | 10,000                                       | 5.00         | 66.00      | 90.00  | 161.00 | \$870                      | \$18,282   | \$21,870 | \$41,022  | \$17,807.02                      | \$145.69                                                         | 93%                               | \$19,152.00                       | \$154.80                                                          | 100%                               | \$1,344.98                           | \$9.11                                                               | 8%                                  | 6%                                                                  |  |  |
|                 | 20,000                                       | 8.00         | 120.00     | 162.00 | 290.00 | \$1,392                    | \$33,240   | \$39,366 | \$73,998  | \$32,376.40                      | \$26.98                                                          | 93%                               | \$34,632.00                       | \$28.86                                                           | 100%                               | \$2,255.60                           | \$1.88                                                               | 7%                                  | 7%                                                                  |  |  |
|                 | 50,000                                       | 10.00        | 150.00     | 253.00 | 413.00 | \$1,740                    | \$41,550   | \$61,479 | \$104,769 | \$40,470.50                      | \$35.61                                                          | 93%                               | \$43,290.00                       | \$37.61                                                           | 100%                               | \$2,819.50                           | \$1.99                                                               | 7%                                  | 6%                                                                  |  |  |
|                 | 100,000                                      | 13.00        | 216.00     | 315.00 | 544.00 | \$2,262                    | \$59,832   | \$76,545 | \$138,639 | \$58,277.51                      | \$58.28                                                          | 94%                               | \$62,094.00                       | \$61.55                                                           | 100%                               | \$3,816.49                           | \$3.26                                                               | 7%                                  | 6%                                                                  |  |  |
| 11              | H - Hazardous Materials - Tenant Improvement |              |            |        |        |                            |            |          |           |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|                 | 1,000                                        | 1.00         | 10.00      | 21.00  | 32.00  | \$174                      | \$2,770    | \$5,103  | \$8,047   | \$2,590.11                       | \$56.66                                                          | 88%                               | \$2,944.00                        | \$57.58                                                           | 100%                               | \$353.89                             | \$0.92                                                               | 14%                                 | 2%                                                                  |  |  |
|                 | 5,000                                        | 1.50         | 18.00      | 30.00  | 49.50  | \$261                      | \$4,986    | \$7,290  | \$12,537  | \$4,856.46                       | \$80.94                                                          | 93%                               | \$5,247.00                        | \$84.84                                                           | 100%                               | \$390.54                             | \$3.90                                                               | 8%                                  | 5%                                                                  |  |  |
|                 | 10,000                                       | 2.00         | 33.00      | 48.00  | 83.00  | \$348                      | \$9,141    | \$11,664 | \$21,153  | \$8,903.51                       | \$72.85                                                          | 94%                               | \$9,489.00                        | \$78.27                                                           | 100%                               | \$585.49                             | \$5.42                                                               | 7%                                  | 7%                                                                  |  |  |
|                 | 20,000                                       | 4.00         | 60.00      | 86.00  | 150.00 | \$696                      | \$16,620   | \$20,898 | \$38,214  | \$16,188.20                      | \$13.49                                                          | 93%                               | \$17,316.00                       | \$14.43                                                           | 100%                               | \$1,127.80                           | \$0.94                                                               | 7%                                  | 7%                                                                  |  |  |
|                 | 50,000                                       | 5.00         | 75.00      | 135.00 | 215.00 | \$870                      | \$20,775   | \$32,805 | \$54,450  | \$20,235.25                      | \$17.81                                                          | 93%                               | \$21,645.00                       | \$18.98                                                           | 100%                               | \$1,409.75                           | \$1.17                                                               | 7%                                  | 7%                                                                  |  |  |
|                 | 100,000                                      | 7.00         | 108.00     | 168.00 | 283.00 | \$1,218                    | \$29,916   | \$40,824 | \$71,958  | \$29,138.76                      | \$29.14                                                          | 94%                               | \$31,134.00                       | \$31.05                                                           | 100%                               | \$1,995.24                           | \$1.92                                                               | 7%                                  | 7%                                                                  |  |  |
| 12              | I - Licensed Clinics - New Construction      |              |            |        |        |                            |            |          |           |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|                 | 2,000                                        | 2.00         | 12.00      | 27.00  | 41.00  | \$348                      | \$3,324    | \$6,561  | \$10,233  | \$3,113.80                       | \$34.06                                                          | 85%                               | \$3,672.00                        | \$37.89                                                           | 100%                               | \$558.20                             | \$3.83                                                               | 18%                                 | 11%                                                                 |  |  |
|                 | 10,000                                       | 3.50         | 22.00      | 38.00  | 63.50  | \$609                      | \$6,094    | \$9,234  | \$15,937  | \$5,838.37                       | \$48.65                                                          | 87%                               | \$6,703.00                        | \$52.47                                                           | 100%                               | \$864.63                             | \$3.82                                                               | 15%                                 | 8%                                                                  |  |  |
|                 | 20,000                                       | 5.00         | 40.00      | 60.00  | 105.00 | \$870                      | \$11,080   | \$14,580 | \$26,530  | \$10,703.68                      | \$43.79                                                          | 90%                               | \$11,950.00                       | \$48.32                                                           | 100%                               | \$1,246.32                           | \$4.53                                                               | 12%                                 | 10%                                                                 |  |  |
|                 | 40,000                                       | 8.00         | 73.00      | 108.00 | 189.00 | \$1,392                    | \$20,221   | \$26,244 | \$47,857  | \$19,461.23                      | \$8.11                                                           | 90%                               | \$21,613.00                       | \$8.89                                                            | 100%                               | \$2,151.77                           | \$0.78                                                               | 11%                                 | 10%                                                                 |  |  |
|                 | 100,000                                      | 10.00        | 91.00      | 169.00 | 270.00 | \$1,740                    | \$25,207   | \$41,067 | \$68,014  | \$24,326.54                      | \$10.70                                                          | 90%                               | \$26,947.00                       | \$11.60                                                           | 100%                               | \$2,620.46                           | \$0.90                                                               | 11%                                 | 8%                                                                  |  |  |
|                 | 200,000                                      | 13.00        | 131.00     | 210.00 | 354.00 | \$2,262                    | \$36,287   | \$51,030 | \$89,579  | \$35,030.22                      | \$17.52                                                          | 91%                               | \$38,549.00                       | \$18.99                                                           | 100%                               | \$3,518.78                           | \$1.47                                                               | 10%                                 | 8%                                                                  |  |  |
| 13              | I - Licensed Clinics - Tenant Improvement    |              |            |        |        |                            |            |          |           |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|                 | 1,000                                        | 1.00         | 8.00       | 16.00  | 25.00  | \$174                      | \$2,216    | \$3,888  | \$6,278   | \$1,257.65                       | \$27.51                                                          | 53%                               | \$2,390.00                        | \$50.65                                                           | 100%                               | \$1,132.35                           | \$23.14                                                              | 90%                                 | 84%                                                                 |  |  |
|                 | 5,000                                        | 1.50         | 15.00      | 25.00  | 41.50  | \$261                      | \$4,155    | \$6,075  | \$10,491  | \$2,358.09                       | \$39.30                                                          | 53%                               | \$4,416.00                        | \$68.22                                                           | 100%                               | \$2,057.91                           | \$28.92                                                              | 87%                                 | 74%                                                                 |  |  |
|                 | 10,000                                       | 2.00         | 27.00      | 39.00  | 68.00  | \$348                      | \$7,479    | \$9,477  | \$17,304  | \$4,323.17                       | \$35.37                                                          | 55%                               | \$7,827.00                        | \$61.65                                                           | 100%                               | \$3,503.83                           | \$26.28                                                              | 81%                                 | 74%                                                                 |  |  |
|                 | 20,000                                       | 4.00         | 48.00      | 68.00  | 120.00 | \$696                      | \$13,296   | \$16,524 | \$30,516  | \$7,860.31                       | \$6.55                                                           | 56%                               | \$13,992.00                       | \$11.66                                                           | 100%                               | \$6,131.69                           | \$5.11                                                               | 78%                                 | 78%                                                                 |  |  |
|                 | 50,000                                       | 5.00         | 60.00      | 108.00 | 173.00 | \$870                      | \$16,620   | \$26,244 | \$43,734  | \$9,825.39                       | \$8.65                                                           | 56%                               | \$17,490.00                       | \$15.65                                                           | 100%                               | \$7,664.61                           | \$7.01                                                               | 78%                                 | 81%                                                                 |  |  |
|                 | 100,000                                      | 7.00         | 87.00      | 135.00 | 229.00 | \$1,218                    | \$24,099   | \$32,805 | \$58,122  | \$14,148.56                      | \$14.15                                                          | 56%                               | \$25,317.00                       | \$25.61                                                           | 100%                               | \$11,168.44                          | \$11.47                                                              | 79%                                 | 81%                                                                 |  |  |

| Fee Description |                                              | Current Fee Inspection Base Fee | Current Fee Inspection Fee Per Add'l 100 SF or Fraction Thereof | Current Cost Recovery Inspection | Proposed Fee Inspection Base Fee | Proposed Fee Inspection Fee Per Add'l 100 SF or Fraction Thereof | Proposed Cost Recovery Insp | Fee Change Inspection Base Fee (\$) | Fee Change Inspection Fee Per Add'l 100 SF or Fraction Thereof (\$) | Fee Change Inspection Base Fee (%) | Fee Change Inspection Fee Per Add'l 100 SF or Fraction Thereof (%) | Fee Change Total Base Fee (\$) | Fee Change Total Fee Per Add'l 100 SF or Fraction Thereof (\$) | Fee Change Total Base Fee (%) | Fee Change Total Fee Per Add'l 100 SF or Fraction Thereof (%) | Note |
|-----------------|----------------------------------------------|---------------------------------|-----------------------------------------------------------------|----------------------------------|----------------------------------|------------------------------------------------------------------|-----------------------------|-------------------------------------|---------------------------------------------------------------------|------------------------------------|--------------------------------------------------------------------|--------------------------------|----------------------------------------------------------------|-------------------------------|---------------------------------------------------------------|------|
| 10              | H - Hazardous Materials - New Construction   |                                 |                                                                 |                                  |                                  |                                                                  |                             |                                     |                                                                     |                                    |                                                                    |                                |                                                                |                               |                                                               |      |
|                 | 1,000                                        | \$9,577.22                      | \$102.61                                                        | 99%                              | \$9,720.00                       | \$97.20                                                          | 100%                        | \$142.78                            | (\$5.41)                                                            | 1%                                 | -5%                                                                | \$850.56                       | \$0.77                                                         | 6%                            | 0%                                                            |      |
|                 | 5,000                                        | \$13,681.74                     | \$164.18                                                        | 101%                             | \$13,608.00                      | \$165.24                                                         | 100%                        | (\$73.74)                           | \$1.06                                                              | -1%                                | 1%                                                                 | \$881.34                       | \$8.86                                                         | 4%                            | 3%                                                            |      |
|                 | 10,000                                       | \$21,890.78                     | \$175.13                                                        | 100%                             | \$21,870.00                      | \$174.96                                                         | 100%                        | (\$20.78)                           | (\$0.17)                                                            | 0%                                 | 0%                                                                 | \$1,324.20                     | \$8.94                                                         | 3%                            | 3%                                                            |      |
|                 | 20,000                                       | \$39,403.41                     | \$73.88                                                         | 100%                             | \$39,366.00                      | \$73.71                                                          | 100%                        | (\$37.41)                           | (\$0.17)                                                            | 0%                                 | 0%                                                                 | \$2,218.19                     | \$1.71                                                         | 3%                            | 2%                                                            |      |
|                 | 50,000                                       | \$61,567.83                     | \$30.10                                                         | 100%                             | \$61,479.00                      | \$30.13                                                          | 100%                        | (\$88.83)                           | \$0.03                                                              | 0%                                 | 0%                                                                 | \$2,730.68                     | \$2.03                                                         | 3%                            | 3%                                                            |      |
|                 | 100,000                                      | \$76,617.74                     | \$76.62                                                         | 100%                             | \$76,545.00                      | \$76.70                                                          | 100%                        | (\$72.74)                           | \$0.08                                                              | 0%                                 | 0%                                                                 | \$3,743.74                     | \$3.35                                                         | 3%                            | 2%                                                            |      |
| 11              | H - Hazardous Materials - Tenant Improvement |                                 |                                                                 |                                  |                                  |                                                                  |                             |                                     |                                                                     |                                    |                                                                    |                                |                                                                |                               |                                                               |      |
|                 | 1,000                                        | \$5,107.85                      | \$54.73                                                         | 100%                             | \$5,103.00                       | \$54.68                                                          | 100%                        | (\$4.85)                            | (\$0.05)                                                            | 0%                                 | 0%                                                                 | \$349.04                       | \$0.86                                                         | 5%                            | 1%                                                            |      |
|                 | 5,000                                        | \$7,296.93                      | \$87.56                                                         | 100%                             | \$7,290.00                       | \$87.48                                                          | 100%                        | (\$6.93)                            | (\$0.08)                                                            | 0%                                 | 0%                                                                 | \$383.61                       | \$3.82                                                         | 3%                            | 2%                                                            |      |
|                 | 10,000                                       | \$11,675.08                     | \$93.40                                                         | 100%                             | \$11,664.00                      | \$92.34                                                          | 100%                        | (\$11.08)                           | (\$1.06)                                                            | 0%                                 | -1%                                                                | \$574.41                       | \$4.36                                                         | 3%                            | 3%                                                            |      |
|                 | 20,000                                       | \$21,015.15                     | \$39.40                                                         | 101%                             | \$20,898.00                      | \$39.69                                                          | 100%                        | (\$117.15)                          | \$0.29                                                              | -1%                                | 1%                                                                 | \$1,010.65                     | \$1.23                                                         | 3%                            | 2%                                                            |      |
|                 | 50,000                                       | \$32,836.17                     | \$16.05                                                         | 100%                             | \$32,805.00                      | \$16.04                                                          | 100%                        | (\$31.17)                           | (\$0.02)                                                            | 0%                                 | 0%                                                                 | \$1,378.58                     | \$1.16                                                         | 3%                            | 3%                                                            |      |
|                 | 100,000                                      | \$40,862.80                     | \$40.86                                                         | 100%                             | \$40,824.00                      | \$40.82                                                          | 100%                        | (\$38.80)                           | (\$0.04)                                                            | 0%                                 | 0%                                                                 | \$1,956.45                     | \$1.88                                                         | 3%                            | 3%                                                            |      |
| 12              | I - Licensed Clinics - New Construction      |                                 |                                                                 |                                  |                                  |                                                                  |                             |                                     |                                                                     |                                    |                                                                    |                                |                                                                |                               |                                                               |      |
|                 | 2,000                                        | \$6,384.81                      | \$34.20                                                         | 97%                              | \$6,561.00                       | \$33.41                                                          | 100%                        | \$176.19                            | (\$0.79)                                                            | 3%                                 | -2%                                                                | \$734.39                       | \$3.04                                                         | 8%                            | 4%                                                            |      |
|                 | 10,000                                       | \$9,121.16                      | \$54.73                                                         | 99%                              | \$9,234.00                       | \$53.46                                                          | 100%                        | \$112.84                            | (\$1.27)                                                            | 1%                                 | -2%                                                                | \$977.47                       | \$2.55                                                         | 7%                            | 2%                                                            |      |
|                 | 20,000                                       | \$14,593.86                     | \$58.38                                                         | 100%                             | \$14,580.00                      | \$58.32                                                          | 100%                        | (\$13.86)                           | (\$0.06)                                                            | 0%                                 | 0%                                                                 | \$1,232.47                     | \$4.47                                                         | 5%                            | 4%                                                            |      |
|                 | 40,000                                       | \$26,268.94                     | \$24.63                                                         | 100%                             | \$26,244.00                      | \$24.71                                                          | 100%                        | (\$24.94)                           | \$0.08                                                              | 0%                                 | 0%                                                                 | \$2,126.83                     | \$0.86                                                         | 5%                            | 3%                                                            |      |
|                 | 100,000                                      | \$41,045.22                     | \$10.03                                                         | 100%                             | \$41,067.00                      | \$9.96                                                           | 100%                        | \$9,21.78                           | (\$0.07)                                                            | 0%                                 | -1%                                                                | \$2,642.24                     | \$0.83                                                         | 4%                            | 4%                                                            |      |
|                 | 200,000                                      | \$51,078.49                     | \$25.54                                                         | 100%                             | \$51,030.00                      | \$25.36                                                          | 100%                        | (\$48.49)                           | (\$0.18)                                                            | 0%                                 | -1%                                                                | \$3,470.29                     | \$1.29                                                         | 4%                            | 3%                                                            |      |
| 13              | I - Licensed Clinics - Tenant Improvement    |                                 |                                                                 |                                  |                                  |                                                                  |                             |                                     |                                                                     |                                    |                                                                    |                                |                                                                |                               |                                                               |      |
|                 | 1,000                                        | \$2,660.34                      | \$28.50                                                         | 68%                              | \$3,888.00                       | \$54.68                                                          | 100%                        | \$1,227.66                          | \$26.17                                                             | 46%                                | 92%                                                                | \$2,360.01                     | \$49.31                                                        | 60%                           | 88%                                                           |      |
|                 | 5,000                                        | \$3,800.48                      | \$45.61                                                         | 63%                              | \$6,075.00                       | \$68.04                                                          | 100%                        | \$2,274.52                          | \$22.43                                                             | 60%                                | 49%                                                                | \$4,332.42                     | \$51.35                                                        | 70%                           | 60%                                                           |      |
|                 | 10,000                                       | \$6,080.77                      | \$48.65                                                         | 64%                              | \$9,477.00                       | \$70.47                                                          | 100%                        | \$3,396.23                          | \$21.82                                                             | 56%                                | 45%                                                                | \$6,900.06                     | \$48.10                                                        | 66%                           | 57%                                                           |      |
|                 | 20,000                                       | \$10,945.39                     | \$20.52                                                         | 66%                              | \$16,524.00                      | \$32.40                                                          | 100%                        | \$5,578.61                          | \$11.88                                                             | 51%                                | 58%                                                                | \$11,710.30                    | \$16.99                                                        | 62%                           | 63%                                                           |      |
|                 | 50,000                                       | \$17,102.17                     | \$8.36                                                          | 65%                              | \$26,244.00                      | \$13.12                                                          | 100%                        | \$9,141.83                          | \$4.76                                                              | 53%                                | 57%                                                                | \$16,806.44                    | \$11.77                                                        | 62%                           | 69%                                                           |      |
|                 | 100,000                                      | \$21,282.71                     | \$21.29                                                         | 65%                              | \$32,805.00                      | \$33.41                                                          | 100%                        | \$11,522.29                         | \$12.12                                                             | 54%                                | 57%                                                                | \$22,690.73                    | \$23.59                                                        | 64%                           | 67%                                                           |      |

| Fee Description |                                   | Service Time |  |  |  | Fully-Burdened Hourly Rate |            |       |       | Cost of Service |  |  |  | Current Fee Plan Review Fee Per Add'l 100 SF or Fraction Thereof |  |  |  | Current Cost Recovery Plan Review |  |  |  | Proposed Fee Plan Review Fee Per Add'l 100 SF or Fraction Thereof |  |  |  | Proposed Cost Recovery Plan Review |  |  |  | Fee Change Plan Review Base Fee (\$) |  |  |  | Fee Change Plan Review Fee Per Add'l 100 SF or Fraction Thereof (\$) |  |  |  | Fee Change Plan Review Base Fee (%) |  |  |  | Fee Change Plan Review Fee Per Add'l 100 SF or Fraction Thereof (%) |  |  |  |             |            |      |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|                 |                                   |              |  |  |  | \$174                      | \$277      | \$243 |       |                 |  |  |  |                                                                  |  |  |  |                                   |  |  |  |                                                                   |  |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |             |            |      |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                 |                                   |              |  |  |  | Permit Tech                | Plan Check | Insp  | Total |                 |  |  |  |                                                                  |  |  |  |                                   |  |  |  |                                                                   |  |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  | Permit Tech | Plan Check | Insp | Total |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 14              | M - Mercantile - New Construction |              |  |  |  |                            |            |       |       |                 |  |  |  |                                                                  |  |  |  |                                   |  |  |  |                                                                   |  |  |  |                                    |  |  |  |                                      |  |  |  |                                                                      |  |  |  |                                     |  |  |  |                                                                     |  |  |  |             |            |      |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |



| Fee Description |                                               | Current Fee<br>Inspection<br>Base Fee | Current Fee<br>Inspection<br>Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof | Current<br>Cost<br>Recovery<br>Inspection | Proposed<br>Fee<br>Inspection<br>Base Fee | Proposed<br>Fee<br>Inspection<br>Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof | Proposed<br>Cost<br>Recovery<br>Insp | Fee Change<br>Inspection<br>Base Fee (\$) | Fee Change<br>Inspection<br>Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof (\$) | Fee Change<br>Inspection<br>Base Fee (%) | Fee Change<br>Inspection<br>Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof (%) | Fee Change<br>Total Base<br>Fee (\$) | Fee Change<br>Total Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof (\$) | Fee Change<br>Total Base<br>Fee (%) | Fee Change<br>Total Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof (%) | Note |
|-----------------|-----------------------------------------------|---------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------|----------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------|------|
| 14              | M - Mercantile - New Construction             |                                       |                                                                                |                                           |                                           |                                                                                    |                                      |                                           |                                                                                    |                                          |                                                                                   |                                      |                                                                            |                                     |                                                                           |      |
|                 | 500                                           | \$5,320.68                            | \$114.01                                                                       | 100%                                      | \$5,346.00                                | \$121.50                                                                           | 100%                                 | \$25.32                                   | \$7.49                                                                             | 0%                                       | 7%                                                                                | \$567.37                             | \$18.64                                                                    | 7%                                  | 8%                                                                        |      |
|                 | 2,500                                         | \$7,600.97                            | \$182.42                                                                       | 98%                                       | \$7,776.00                                | \$174.96                                                                           | 100%                                 | \$175.03                                  | (\$7.46)                                                                           | 2%                                       | -4%                                                                               | \$940.12                             | (\$2.90)                                                                   | 8%                                  | -1%                                                                       |      |
|                 | 5,000                                         | \$12,161.55                           | \$194.58                                                                       | 100%                                      | \$12,150.00                               | \$194.40                                                                           | 100%                                 | (\$11.55)                                 | (\$0.18)                                                                           | 0%                                       | 0%                                                                                | \$867.61                             | \$5.92                                                                     | 4%                                  | 2%                                                                        |      |
|                 | 10,000                                        | \$21,890.78                           | \$82.09                                                                        | 100%                                      | \$21,870.00                               | \$82.62                                                                            | 100%                                 | (\$20.78)                                 | \$0.53                                                                             | 0%                                       | 1%                                                                                | \$1,163.50                           | \$2.56                                                                     | 3%                                  | 2%                                                                        |      |
|                 | 25,000                                        | \$34,204.35                           | \$33.44                                                                        | 100%                                      | \$34,263.00                               | \$33.05                                                                            | 100%                                 | \$58.65                                   | (\$0.40)                                                                           | 0%                                       | -1%                                                                               | \$1,547.01                           | \$1.03                                                                     | 3%                                  | 1%                                                                        |      |
|                 | 50,000                                        | \$42,565.41                           | \$85.13                                                                        | 100%                                      | \$42,525.00                               | \$84.12                                                                            | 100%                                 | (\$40.41)                                 | (\$1.01)                                                                           | 0%                                       | -1%                                                                               | \$1,805.11                           | \$1.33                                                                     | 3%                                  | 1%                                                                        |      |
| 15              | M - Mercantile - Tenant Improvement           |                                       |                                                                                |                                           |                                           |                                                                                    |                                      |                                           |                                                                                    |                                          |                                                                                   |                                      |                                                                            |                                     |                                                                           |      |
|                 | 250                                           | \$2,128.27                            | \$91.21                                                                        | 97%                                       | \$2,187.00                                | \$97.20                                                                            | 100%                                 | \$58.73                                   | \$5.99                                                                             | 3%                                       | 7%                                                                                | \$434.89                             | (\$5.71)                                                                   | 13%                                 | -3%                                                                       |      |
|                 | 1,250                                         | \$3,040.39                            | \$145.94                                                                       | 96%                                       | \$3,159.00                                | \$136.08                                                                           | 100%                                 | \$118.61                                  | (\$9.86)                                                                           | 4%                                       | -7%                                                                               | \$377.79                             | \$4.37                                                                     | 7%                                  | 1%                                                                        |      |
|                 | 2,500                                         | \$4,864.62                            | \$155.67                                                                       | 100%                                      | \$4,860.00                                | \$155.52                                                                           | 100%                                 | (\$4.62)                                  | (\$0.15)                                                                           | 0%                                       | 0%                                                                                | \$432.38                             | \$6.70                                                                     | 5%                                  | 2%                                                                        |      |
|                 | 5,000                                         | \$8,756.31                            | \$65.67                                                                        | 100%                                      | \$8,748.00                                | \$64.80                                                                            | 100%                                 | (\$8.31)                                  | (\$0.87)                                                                           | 0%                                       | -1%                                                                               | \$599.95                             | \$2.66                                                                     | 4%                                  | 3%                                                                        |      |
|                 | 12,500                                        | \$13,681.74                           | \$26.76                                                                        | 101%                                      | \$13,608.00                               | \$27.22                                                                            | 100%                                 | (\$73.74)                                 | \$0.46                                                                             | -1%                                      | 2%                                                                                | \$799.34                             | \$2.56                                                                     | 3%                                  | 4%                                                                        |      |
|                 | 25,000                                        | \$17,026.16                           | \$68.10                                                                        | 100%                                      | \$17,010.00                               | \$69.28                                                                            | 100%                                 | (\$16.16)                                 | \$1.17                                                                             | 0%                                       | 2%                                                                                | \$1,119.91                           | \$4.62                                                                     | 4%                                  | 4%                                                                        |      |
| 16              | R-1 - Residential Hotels - New Construction   |                                       |                                                                                |                                           |                                           |                                                                                    |                                      |                                           |                                                                                    |                                          |                                                                                   |                                      |                                                                            |                                     |                                                                           |      |
|                 | 2,000                                         | \$29,263.72                           | \$156.77                                                                       | 100%                                      | \$29,160.00                               | \$157.95                                                                           | 100%                                 | (\$103.72)                                | \$1.18                                                                             | 0%                                       | 1%                                                                                | \$907.18                             | \$11.05                                                                    | 2%                                  | 4%                                                                        |      |
|                 | 10,000                                        | \$41,805.32                           | \$250.83                                                                       | 100%                                      | \$41,796.00                               | \$250.29                                                                           | 100%                                 | (\$9.32)                                  | (\$0.54)                                                                           | 0%                                       | 0%                                                                                | \$1,791.12                           | \$9.48                                                                     | 3%                                  | 2%                                                                        |      |
|                 | 20,000                                        | \$66,888.50                           | \$267.55                                                                       | 100%                                      | \$66,825.00                               | \$267.30                                                                           | 100%                                 | (\$63.50)                                 | (\$0.25)                                                                           | 0%                                       | 0%                                                                                | \$2,738.95                           | \$11.51                                                                    | 3%                                  | 3%                                                                        |      |
|                 | 40,000                                        | \$120,399.31                          | \$112.87                                                                       | 100%                                      | \$120,285.00                              | \$113.00                                                                           | 100%                                 | (\$114.31)                                | \$0.12                                                                             | 0%                                       | 0%                                                                                | \$5,040.80                           | \$2.23                                                                     | 3%                                  | 2%                                                                        |      |
|                 | 100,000                                       | \$188,123.92                          | \$45.99                                                                        | 100%                                      | \$188,082.00                              | \$45.93                                                                            | 100%                                 | (\$41.92)                                 | (\$0.06)                                                                           | 0%                                       | 0%                                                                                | \$6,376.21                           | \$2.74                                                                     | 2%                                  | 3%                                                                        |      |
|                 | 200,000                                       | \$234,109.76                          | \$117.05                                                                       | 100%                                      | \$234,009.00                              | \$116.90                                                                           | 100%                                 | (\$100.76)                                | (\$0.15)                                                                           | 0%                                       | 0%                                                                                | \$9,119.82                           | \$4.44                                                                     | 3%                                  | 2%                                                                        |      |
| 17              | R-1 - Residential Hotels - Tenant Improvement |                                       |                                                                                |                                           |                                           |                                                                                    |                                      |                                           |                                                                                    |                                          |                                                                                   |                                      |                                                                            |                                     |                                                                           |      |
|                 | 500                                           | \$6,810.47                            | \$145.94                                                                       | 100%                                      | \$6,804.00                                | \$145.80                                                                           | 100%                                 | (\$6.47)                                  | (\$0.14)                                                                           | 0%                                       | 0%                                                                                | \$197.80                             | \$9.00                                                                     | 2%                                  | 3%                                                                        |      |
|                 | 2,500                                         | \$9,729.24                            | \$233.50                                                                       | 100%                                      | \$9,720.00                                | \$233.28                                                                           | 100%                                 | (\$9.24)                                  | (\$0.22)                                                                           | 0%                                       | 0%                                                                                | \$377.76                             | \$9.30                                                                     | 3%                                  | 2%                                                                        |      |
|                 | 5,000                                         | \$15,566.78                           | \$249.07                                                                       | 100%                                      | \$15,552.00                               | \$247.86                                                                           | 100%                                 | (\$14.78)                                 | (\$1.21)                                                                           | 0%                                       | 0%                                                                                | \$610.38                             | \$12.30                                                                    | 2%                                  | 3%                                                                        |      |
|                 | 10,000                                        | \$28,020.20                           | \$105.08                                                                       | 100%                                      | \$27,945.00                               | \$105.30                                                                           | 100%                                 | (\$75.20)                                 | \$0.22                                                                             | 0%                                       | 0%                                                                                | \$1,225.45                           | \$2.39                                                                     | 3%                                  | 2%                                                                        |      |
|                 | 25,000                                        | \$43,781.57                           | \$42.81                                                                        | 100%                                      | \$43,740.00                               | \$42.77                                                                            | 100%                                 | (\$41.57)                                 | (\$0.04)                                                                           | 0%                                       | 0%                                                                                | \$1,584.24                           | \$2.46                                                                     | 2%                                  | 3%                                                                        |      |
|                 | 50,000                                        | \$54,483.73                           | \$108.97                                                                       | 100%                                      | \$54,432.00                               | \$108.86                                                                           | 100%                                 | (\$51.73)                                 | (\$0.10)                                                                           | 0%                                       | 0%                                                                                | \$2,199.24                           | \$3.99                                                                     | 3%                                  | 2%                                                                        |      |

| Fee Description |                                                     | Service Time |            |          |          | Fully-Burdened Hourly Rate |            |           |           | Cost of Service                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|-----------------|-----------------------------------------------------|--------------|------------|----------|----------|----------------------------|------------|-----------|-----------|----------------------------------|------------------------------------------------------------------|-----------------------------------|-----------------------------------|-------------------------------------------------------------------|------------------------------------|--------------------------------------|----------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------|--|--|
|                 |                                                     |              |            |          |          | \$174                      | \$277      | \$243     |           |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|                 |                                                     | Permit Tech  | Plan Check | Insp     | Total    | Permit Tech                | Plan Check | Insp      | Total     | Current Fee Plan Review Base Fee | Current Fee Plan Review Fee Per Add'l 100 SF or Fraction Thereof | Current Cost Recovery Plan Review | Proposed Fee Plan Review Base Fee | Proposed Fee Plan Review Fee Per Add'l 100 SF or Fraction Thereof | Proposed Cost Recovery Plan Review | Fee Change Plan Review Base Fee (\$) | Fee Change Plan Review Fee Per Add'l 100 SF or Fraction Thereof (\$) | Fee Change Plan Review Base Fee (%) | Fee Change Plan Review Fee Per Add'l 100 SF or Fraction Thereof (%) |  |  |
| 18              | R-2 - Residential Multi-Family - New Construction   |              |            |          |          |                            |            |           |           |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|                 | 2,000                                               | 2.00         | 93.00      | 153.00   | 248.00   | \$348                      | \$25,761   | \$37,179  | \$63,288  | \$24,107.16                      | \$12.62                                                          | 92%                               | \$26,109.00                       | \$14.74                                                           | 100%                               | \$2,001.84                           | \$2.12                                                               | 8%                                  | 17%                                                                 |  |  |
|                 | 10,000                                              | 4.00         | 96.00      | 219.00   | 319.00   | \$696                      | \$26,592   | \$53,217  | \$80,505  | \$25,116.39                      | \$209.30                                                         | 92%                               | \$27,288.00                       | \$220.57                                                          | 100%                               | \$2,171.61                           | \$11.27                                                              | 9%                                  | 5%                                                                  |  |  |
|                 | 20,000                                              | 5.00         | 175.00     | 350.00   | 530.00   | \$870                      | \$48,475   | \$85,050  | \$134,395 | \$46,046.72                      | \$188.37                                                         | 93%                               | \$49,345.00                       | \$201.54                                                          | 100%                               | \$3,298.28                           | \$13.16                                                              | 7%                                  | 7%                                                                  |  |  |
|                 | 40,000                                              | 9.00         | 318.00     | 630.00   | 957.00   | \$1,566                    | \$88,086   | \$153,090 | \$242,742 | \$83,721.30                      | \$34.88                                                          | 93%                               | \$89,652.00                       | \$37.66                                                           | 100%                               | \$5,930.70                           | \$2.77                                                               | 7%                                  | 8%                                                                  |  |  |
|                 | 100,000                                             | 11.50        | 398.00     | 985.00   | 1,394.50 | \$2,001                    | \$110,246  | \$239,355 | \$351,602 | \$104,651.63                     | \$46.05                                                          | 93%                               | \$112,247.00                      | \$49.35                                                           | 100%                               | \$7,595.37                           | \$3.30                                                               | 7%                                  | 7%                                                                  |  |  |
|                 | 200,000                                             | 16.50        | 573.00     | 1,225.00 | 1,814.50 | \$2,871                    | \$158,721  | \$297,675 | \$459,267 | \$150,698.34                     | \$75.35                                                          | 93%                               | \$161,592.00                      | \$80.75                                                           | 100%                               | \$10,893.66                          | \$5.40                                                               | 7%                                  | 7%                                                                  |  |  |
| 19              | R-2 - Residential Multi-Family - Tenant Improvement |              |            |          |          |                            |            |           |           |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|                 | 500                                                 | 1.00         | 13.00      | 31.00    | 45.00    | \$174                      | \$3,601    | \$7,533   | \$11,308  | \$3,487.86                       | \$152.59                                                         | 92%                               | \$3,775.00                        | \$170.55                                                          | 100%                               | \$287.14                             | \$17.96                                                              | 8%                                  | 12%                                                                 |  |  |
|                 | 2,500                                               | 1.50         | 25.00      | 44.00    | 70.50    | \$261                      | \$6,925    | \$10,692  | \$17,878  | \$6,539.73                       | \$217.99                                                         | 91%                               | \$7,186.00                        | \$225.08                                                          | 100%                               | \$646.27                             | \$7.09                                                               | 10%                                 | 3%                                                                  |  |  |
|                 | 5,000                                               | 2.00         | 45.00      | 70.00    | 117.00   | \$348                      | \$12,465   | \$17,010  | \$29,823  | \$11,989.51                      | \$196.19                                                         | 94%                               | \$12,813.00                       | \$211.94                                                          | 100%                               | \$823.49                             | \$15.75                                                              | 7%                                  | 8%                                                                  |  |  |
|                 | 10,000                                              | 4.00         | 82.00      | 126.00   | 212.00   | \$696                      | \$22,714   | \$30,618  | \$54,028  | \$21,799.11                      | \$36.33                                                          | 93%                               | \$23,410.00                       | \$38.09                                                           | 100%                               | \$1,610.89                           | \$1.76                                                               | 7%                                  | 5%                                                                  |  |  |
|                 | 25,000                                              | 5.00         | 102.00     | 197.00   | 304.00   | \$870                      | \$28,254   | \$47,871  | \$76,995  | \$27,248.89                      | \$47.96                                                          | 94%                               | \$29,124.00                       | \$51.25                                                           | 100%                               | \$1,875.11                           | \$3.29                                                               | 7%                                  | 7%                                                                  |  |  |
|                 | 50,000                                              | 7.00         | 147.00     | 245.00   | 399.00   | \$1,218                    | \$40,719   | \$59,535  | \$101,472 | \$39,238.41                      | \$78.48                                                          | 94%                               | \$41,937.00                       | \$83.87                                                           | 100%                               | \$2,698.59                           | \$5.39                                                               | 7%                                  | 7%                                                                  |  |  |
| 20              | R-4 - Care / Assisted Living - New Construction     |              |            |          |          |                            |            |           |           |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|                 | 2,000                                               | 2.00         | 26.00      | 66.00    | 94.00    | \$348                      | \$7,202    | \$16,038  | \$23,588  | \$7,036.37                       | \$76.96                                                          | 93%                               | \$7,550.00                        | \$83.99                                                           | 100%                               | \$513.63                             | \$7.03                                                               | 7%                                  | 9%                                                                  |  |  |
|                 | 10,000                                              | 4.00         | 49.00      | 94.00    | 147.00   | \$696                      | \$13,573   | \$22,842  | \$37,111  | \$13,193.20                      | \$109.94                                                         | 92%                               | \$14,269.00                       | \$115.31                                                          | 100%                               | \$1,075.80                           | \$5.37                                                               | 8%                                  | 5%                                                                  |  |  |
|                 | 20,000                                              | 5.00         | 90.00      | 150.00   | 245.00   | \$870                      | \$24,930   | \$36,450  | \$62,250  | \$24,187.53                      | \$98.95                                                          | 94%                               | \$25,800.00                       | \$105.97                                                          | 100%                               | \$1,612.47                           | \$7.02                                                               | 7%                                  | 7%                                                                  |  |  |
|                 | 40,000                                              | 9.00         | 164.00     | 270.00   | 443.00   | \$1,566                    | \$45,428   | \$65,610  | \$112,604 | \$43,977.32                      | \$18.32                                                          | 94%                               | \$46,994.00                       | \$19.65                                                           | 100%                               | \$3,016.68                           | \$1.33                                                               | 7%                                  | 7%                                                                  |  |  |
|                 | 100,000                                             | 11.50        | 205.00     | 422.00   | 638.50   | \$2,001                    | \$56,785   | \$102,546 | \$161,332 | \$54,971.65                      | \$24.19                                                          | 94%                               | \$58,786.00                       | \$25.80                                                           | 100%                               | \$3,814.35                           | \$1.61                                                               | 7%                                  | 7%                                                                  |  |  |
|                 | 200,000                                             | 16.50        | 295.00     | 525.00   | 836.50   | \$2,871                    | \$81,715   | \$127,575 | \$212,161 | \$79,159.17                      | \$39.58                                                          | 94%                               | \$84,586.00                       | \$42.22                                                           | 100%                               | \$5,426.83                           | \$2.64                                                               | 7%                                  | 7%                                                                  |  |  |
| 21              | R-4 - Care / Assisted Living - Tenant Improvement   |              |            |          |          |                            |            |           |           |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|                 | 1,000                                               | 1.00         | 13.00      | 35.00    | 49.00    | \$174                      | \$3,601    | \$8,505   | \$12,280  | \$3,427.20                       | \$74.97                                                          | 91%                               | \$3,775.00                        | \$85.28                                                           | 100%                               | \$347.80                             | \$10.30                                                              | 10%                                 | 14%                                                                 |  |  |
|                 | 5,000                                               | 1.50         | 25.00      | 50.00    | 76.50    | \$261                      | \$6,925    | \$12,150  | \$19,336  | \$6,426.01                       | \$107.10                                                         | 89%                               | \$7,186.00                        | \$112.54                                                          | 100%                               | \$759.99                             | \$5.44                                                               | 12%                                 | 5%                                                                  |  |  |
|                 | 10,000                                              | 2.00         | 45.00      | 80.00    | 127.00   | \$348                      | \$12,465   | \$19,440  | \$32,253  | \$11,781.01                      | \$96.39                                                          | 92%                               | \$12,813.00                       | \$105.97                                                          | 100%                               | \$1,031.99                           | \$9.58                                                               | 9%                                  | 10%                                                                 |  |  |
|                 | 20,000                                              | 4.00         | 82.00      | 144.00   | 230.00   | \$696                      | \$22,714   | \$34,992  | \$58,402  | \$21,420.02                      | \$17.85                                                          | 91%                               | \$23,410.00                       | \$19.05                                                           | 100%                               | \$1,989.98                           | \$1.20                                                               | 9%                                  | 7%                                                                  |  |  |
|                 | 50,000                                              | 5.00         | 102.00     | 225.00   | 332.00   | \$870                      | \$28,254   | \$54,675  | \$83,799  | \$26,775.03                      | \$23.56                                                          | 92%                               | \$29,124.00                       | \$25.63                                                           | 100%                               | \$2,348.97                           | \$2.06                                                               | 9%                                  | 9%                                                                  |  |  |
|                 | 100,000                                             | 7.00         | 147.00     | 280.00   | 434.00   | \$1,218                    | \$40,719   | \$68,040  | \$109,977 | \$38,556.04                      | \$38.56                                                          | 92%                               | \$41,937.00                       | \$41.93                                                           | 100%                               | \$3,380.96                           | \$3.38                                                               | 9%                                  | 9%                                                                  |  |  |
| 22              | S-1 - Storage Moderate Hazard - New Construction    |              |            |          |          |                            |            |           |           |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|                 | 1,000                                               | 2.00         | 16.00      | 33.00    | 51.00    | \$348                      | \$4,432    | \$8,019   | \$12,799  | \$4,191.50                       | \$91.69                                                          | 88%                               | \$4,780.00                        | \$103.48                                                          | 100%                               | \$588.50                             | \$11.79                                                              | 14%                                 | 13%                                                                 |  |  |
|                 | 5,000                                               | 3.50         | 30.00      | 47.00    | 80.50    | \$609                      | \$8,310    | \$11,421  | \$20,340  | \$7,859.05                       | \$130.98                                                         | 88%                               | \$8,919.00                        | \$138.18                                                          | 100%                               | \$1,059.95                           | \$7.20                                                               | 13%                                 | 5%                                                                  |  |  |
|                 | 10,000                                              | 5.00         | 54.00      | 75.00    | 134.00   | \$870                      | \$14,958   | \$18,225  | \$34,053  | \$14,408.27                      | \$117.89                                                         | 91%                               | \$15,828.00                       | \$125.36                                                          | 100%                               | \$1,419.73                           | \$7.47                                                               | 10%                                 | 6%                                                                  |  |  |
|                 | 20,000                                              | 7.00         | 98.00      | 135.00   | 240.00   | \$1,218                    | \$27,146   | \$32,805  | \$61,169  | \$26,196.85                      | \$21.83                                                          | 92%                               | \$28,364.00                       | \$23.66                                                           | 100%                               | \$2,167.15                           | \$1.83                                                               | 8%                                  | 8%                                                                  |  |  |
|                 | 50,000                                              | 8.00         | 123.00     | 211.00   | 342.00   | \$1,392                    | \$34,071   | \$51,273  | \$86,736  | \$32,746.06                      | \$28.82                                                          | 92%                               | \$35,463.00                       | \$30.61                                                           | 100%                               | \$2,716.94                           | \$1.80                                                               | 8%                                  | 6%                                                                  |  |  |
|                 | 100,000                                             | 10.00        | 177.00     | 263.00   | 450.00   | \$1,740                    | \$49,029   | \$63,909  | \$114,678 | \$47,154.32                      | \$47.15                                                          | 93%                               | \$50,769.00                       | \$50.09                                                           | 100%                               | \$3,614.68                           | \$2.94                                                               | 8%                                  | 6%                                                                  |  |  |

| Fee Description |                                                     | Current Fee<br>Inspection<br>Base Fee | Current Fee<br>Inspection<br>Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof | Current<br>Cost<br>Recovery<br>Inspection | Proposed<br>Fee<br>Inspection<br>Base Fee | Proposed<br>Fee<br>Inspection<br>Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof | Proposed<br>Cost<br>Recovery<br>Insp | Fee Change<br>Inspection<br>Base Fee (\$) | Fee Change<br>Inspection<br>Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof (\$) | Fee Change<br>Inspection<br>Base Fee (%) | Fee Change<br>Inspection<br>Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof (%) | Fee Change<br>Total Base<br>Fee (\$) | Fee Change<br>Total Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof (\$) | Fee Change<br>Total Base<br>Fee (%) | Fee Change<br>Total Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof (%) | Note |
|-----------------|-----------------------------------------------------|---------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------|----------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------|------|
| 18              | R-2 - Residential Multi-Family - New Construction   |                                       |                                                                                |                                           |                                           |                                                                                    |                                      |                                           |                                                                                    |                                          |                                                                                   |                                      |                                                                            |                                     |                                                                           |      |
|                 | 2,000                                               | \$37,244.74                           | \$199.53                                                                       | 100%                                      | \$37,179.00                               | \$200.48                                                                           | 100%                                 | (\$65.74)                                 | \$0.95                                                                             | 0%                                       | 0%                                                                                | \$1,936.11                           | \$3.07                                                                     | 3%                                  | 1%                                                                        |      |
|                 | 10,000                                              | \$53,206.76                           | \$319.24                                                                       | 100%                                      | \$53,217.00                               | \$318.33                                                                           | 100%                                 | \$10.24                                   | (\$0.91)                                                                           | 0%                                       | 0%                                                                                | \$2,181.84                           | \$10.36                                                                    | 3%                                  | 2%                                                                        |      |
|                 | 20,000                                              | \$85,130.82                           | \$340.52                                                                       | 100%                                      | \$85,050.00                               | \$340.20                                                                           | 100%                                 | (\$80.82)                                 | (\$0.32)                                                                           | 0%                                       | 0%                                                                                | \$3,217.46                           | \$12.84                                                                    | 2%                                  | 2%                                                                        |      |
|                 | 40,000                                              | \$153,235.48                          | \$143.66                                                                       | 100%                                      | \$153,090.00                              | \$143.78                                                                           | 100%                                 | (\$145.48)                                | \$0.12                                                                             | 0%                                       | 0%                                                                                | \$5,785.22                           | \$2.89                                                                     | 2%                                  | 2%                                                                        |      |
|                 | 100,000                                             | \$239,430.44                          | \$58.53                                                                        | 100%                                      | \$239,355.00                              | \$58.32                                                                            | 100%                                 | (\$75.44)                                 | (\$0.21)                                                                           | 0%                                       | 0%                                                                                | \$7,519.93                           | \$3.09                                                                     | 2%                                  | 3%                                                                        |      |
|                 | 200,000                                             | \$297,957.88                          | \$148.98                                                                       | 100%                                      | \$297,675.00                              | \$148.45                                                                           | 100%                                 | (\$282.88)                                | (\$0.53)                                                                           | 0%                                       | 0%                                                                                | \$10,610.77                          | \$4.87                                                                     | 2%                                  | 2%                                                                        |      |
| 19              | R-2 - Residential Multi-Family - Tenant Improvement |                                       |                                                                                |                                           |                                           |                                                                                    |                                      |                                           |                                                                                    |                                          |                                                                                   |                                      |                                                                            |                                     |                                                                           |      |
|                 | 500                                                 | \$7,448.95                            | \$159.62                                                                       | 99%                                       | \$7,533.00                                | \$157.95                                                                           | 100%                                 | \$84.05                                   | (\$1.67)                                                                           | 1%                                       | -1%                                                                               | \$371.19                             | \$16.29                                                                    | 3%                                  | 5%                                                                        |      |
|                 | 2,500                                               | \$10,641.35                           | \$255.39                                                                       | 100%                                      | \$10,692.00                               | \$252.72                                                                           | 100%                                 | \$50.65                                   | (\$2.67)                                                                           | 0%                                       | -1%                                                                               | \$696.91                             | \$4.42                                                                     | 4%                                  | 1%                                                                        |      |
|                 | 5,000                                               | \$17,026.16                           | \$272.42                                                                       | 100%                                      | \$17,010.00                               | \$272.16                                                                           | 100%                                 | (\$16.16)                                 | (\$0.26)                                                                           | 0%                                       | 0%                                                                                | \$807.32                             | \$15.49                                                                    | 3%                                  | 3%                                                                        |      |
|                 | 10,000                                              | \$30,647.10                           | \$114.93                                                                       | 100%                                      | \$30,618.00                               | \$115.02                                                                           | 100%                                 | (\$29.10)                                 | \$0.09                                                                             | 0%                                       | 0%                                                                                | \$1,581.79                           | \$1.85                                                                     | 3%                                  | 1%                                                                        |      |
|                 | 25,000                                              | \$47,886.09                           | \$46.82                                                                        | 100%                                      | \$47,871.00                               | \$46.66                                                                            | 100%                                 | (\$15.09)                                 | (\$0.17)                                                                           | 0%                                       | 0%                                                                                | \$1,860.02                           | \$3.13                                                                     | 2%                                  | 3%                                                                        |      |
|                 | 50,000                                              | \$59,591.58                           | \$119.18                                                                       | 100%                                      | \$59,535.00                               | \$118.76                                                                           | 100%                                 | (\$56.58)                                 | (\$0.42)                                                                           | 0%                                       | 0%                                                                                | \$2,642.02                           | \$4.97                                                                     | 3%                                  | 3%                                                                        |      |
| 20              | R-4 - Care / Assisted Living - New Construction     |                                       |                                                                                |                                           |                                           |                                                                                    |                                      |                                           |                                                                                    |                                          |                                                                                   |                                      |                                                                            |                                     |                                                                           |      |
|                 | 2,000                                               | \$15,962.03                           | \$85.51                                                                        | 100%                                      | \$16,038.00                               | \$85.05                                                                            | 100%                                 | \$75.97                                   | (\$0.46)                                                                           | 0%                                       | -1%                                                                               | \$589.60                             | \$6.57                                                                     | 3%                                  | 4%                                                                        |      |
|                 | 10,000                                              | \$22,802.90                           | \$136.82                                                                       | 100%                                      | \$22,842.00                               | \$136.08                                                                           | 100%                                 | \$39.10                                   | (\$0.74)                                                                           | 0%                                       | -1%                                                                               | \$1,114.91                           | \$4.63                                                                     | 3%                                  | 2%                                                                        |      |
|                 | 20,000                                              | \$36,484.64                           | \$145.94                                                                       | 100%                                      | \$36,450.00                               | \$145.80                                                                           | 100%                                 | (\$34.64)                                 | (\$0.14)                                                                           | 0%                                       | 0%                                                                                | \$1,577.84                           | \$6.88                                                                     | 3%                                  | 3%                                                                        |      |
|                 | 40,000                                              | \$65,672.35                           | \$61.57                                                                        | 100%                                      | \$65,610.00                               | \$61.56                                                                            | 100%                                 | (\$62.35)                                 | (\$0.01)                                                                           | 0%                                       | 0%                                                                                | \$2,954.33                           | \$1.32                                                                     | 3%                                  | 2%                                                                        |      |
|                 | 100,000                                             | \$102,613.05                          | \$25.08                                                                        | 100%                                      | \$102,546.00                              | \$25.03                                                                            | 100%                                 | (\$67.05)                                 | (\$0.05)                                                                           | 0%                                       | 0%                                                                                | \$3,747.31                           | \$1.56                                                                     | 2%                                  | 3%                                                                        |      |
|                 | 200,000                                             | \$127,696.24                          | \$63.85                                                                        | 100%                                      | \$127,575.00                              | \$63.71                                                                            | 100%                                 | (\$121.24)                                | (\$0.14)                                                                           | 0%                                       | 0%                                                                                | \$5,305.59                           | \$2.50                                                                     | 3%                                  | 2%                                                                        |      |
| 21              | R-4 - Care / Assisted Living - Tenant Improvement   |                                       |                                                                                |                                           |                                           |                                                                                    |                                      |                                           |                                                                                    |                                          |                                                                                   |                                      |                                                                            |                                     |                                                                           |      |
|                 | 1,000                                               | \$8,513.08                            | \$91.21                                                                        | 100%                                      | \$8,505.00                                | \$91.13                                                                            | 100%                                 | (\$8.08)                                  | (\$0.09)                                                                           | 0%                                       | 0%                                                                                | \$339.71                             | \$10.22                                                                    | 3%                                  | 6%                                                                        |      |
|                 | 5,000                                               | \$12,161.55                           | \$145.94                                                                       | 100%                                      | \$12,150.00                               | \$145.80                                                                           | 100%                                 | (\$11.55)                                 | (\$0.14)                                                                           | 0%                                       | 0%                                                                                | \$748.45                             | \$5.30                                                                     | 4%                                  | 2%                                                                        |      |
|                 | 10,000                                              | \$19,458.47                           | \$155.67                                                                       | 100%                                      | \$19,440.00                               | \$155.52                                                                           | 100%                                 | (\$18.47)                                 | (\$0.15)                                                                           | 0%                                       | 0%                                                                                | \$1,013.51                           | \$9.43                                                                     | 3%                                  | 4%                                                                        |      |
|                 | 20,000                                              | \$35,025.25                           | \$65.67                                                                        | 100%                                      | \$34,992.00                               | \$65.61                                                                            | 100%                                 | (\$33.25)                                 | (\$0.06)                                                                           | 0%                                       | 0%                                                                                | \$1,956.72                           | \$1.13                                                                     | 3%                                  | 1%                                                                        |      |
|                 | 50,000                                              | \$54,726.96                           | \$26.76                                                                        | 100%                                      | \$54,675.00                               | \$26.73                                                                            | 100%                                 | (\$51.96)                                 | (\$0.03)                                                                           | 0%                                       | 0%                                                                                | \$2,297.01                           | \$2.04                                                                     | 3%                                  | 4%                                                                        |      |
|                 | 100,000                                             | \$68,104.66                           | \$68.10                                                                        | 100%                                      | \$68,040.00                               | \$68.04                                                                            | 100%                                 | (\$64.66)                                 | (\$0.06)                                                                           | 0%                                       | 0%                                                                                | \$3,316.30                           | \$3.31                                                                     | 3%                                  | 3%                                                                        |      |
| 22              | S-1 - Storage Moderate Hazard - New Construction    |                                       |                                                                                |                                           |                                           |                                                                                    |                                      |                                           |                                                                                    |                                          |                                                                                   |                                      |                                                                            |                                     |                                                                           |      |
|                 | 1,000                                               | \$7,981.01                            | \$85.51                                                                        | 100%                                      | \$8,019.00                                | \$85.05                                                                            | 100%                                 | \$37.99                                   | (\$0.46)                                                                           | 0%                                       | -1%                                                                               | \$626.49                             | \$11.33                                                                    | 5%                                  | 6%                                                                        |      |
|                 | 5,000                                               | \$11,401.45                           | \$136.82                                                                       | 100%                                      | \$11,421.00                               | \$136.08                                                                           | 100%                                 | \$19.55                                   | (\$0.74)                                                                           | 0%                                       | -1%                                                                               | \$1,079.50                           | \$6.46                                                                     | 6%                                  | 2%                                                                        |      |
|                 | 10,000                                              | \$18,242.32                           | \$145.94                                                                       | 100%                                      | \$18,225.00                               | \$145.80                                                                           | 100%                                 | (\$17.32)                                 | (\$0.14)                                                                           | 0%                                       | 0%                                                                                | \$1,402.42                           | \$7.34                                                                     | 4%                                  | 3%                                                                        |      |
|                 | 20,000                                              | \$32,836.17                           | \$61.57                                                                        | 100%                                      | \$32,805.00                               | \$61.56                                                                            | 100%                                 | (\$31.17)                                 | (\$0.01)                                                                           | 0%                                       | 0%                                                                                | \$2,135.98                           | \$1.82                                                                     | 4%                                  | 2%                                                                        |      |
|                 | 50,000                                              | \$51,306.52                           | \$25.08                                                                        | 100%                                      | \$51,273.00                               | \$25.27                                                                            | 100%                                 | (\$33.52)                                 | \$0.19                                                                             | 0%                                       | 1%                                                                                | \$2,683.42                           | \$1.98                                                                     | 3%                                  | 4%                                                                        |      |
|                 | 100,000                                             | \$63,848.12                           | \$63.85                                                                        | 100%                                      | \$63,909.00                               | \$64.33                                                                            | 100%                                 | \$60.88                                   | \$0.48                                                                             | 0%                                       | 1%                                                                                | \$3,675.56                           | \$3.42                                                                     | 3%                                  | 3%                                                                        |      |

| Fee Description |                                             | Service Time |            |        |        | Fully-Burdened Hourly Rate |            |          |           | Cost of Service                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|-----------------|---------------------------------------------|--------------|------------|--------|--------|----------------------------|------------|----------|-----------|----------------------------------|------------------------------------------------------------------|-----------------------------------|-----------------------------------|-------------------------------------------------------------------|------------------------------------|--------------------------------------|----------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------|--|--|
|                 |                                             |              |            |        |        | \$174                      | \$277      | \$243    |           |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|                 |                                             | Permit Tech  | Plan Check | Insp   | Total  | Permit Tech                | Plan Check | Insp     | Total     | Current Fee Plan Review Base Fee | Current Fee Plan Review Fee Per Add'l 100 SF or Fraction Thereof | Current Cost Recovery Plan Review | Proposed Fee Plan Review Base Fee | Proposed Fee Plan Review Fee Per Add'l 100 SF or Fraction Thereof | Proposed Cost Recovery Plan Review | Fee Change Plan Review Base Fee (\$) | Fee Change Plan Review Fee Per Add'l 100 SF or Fraction Thereof (\$) | Fee Change Plan Review Base Fee (%) | Fee Change Plan Review Fee Per Add'l 100 SF or Fraction Thereof (%) |  |  |
| 23              | S-2 - Storage Low Hazard - New Construction |              |            |        |        |                            |            |          |           |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|                 | 1,000                                       | 2.00         | 16.00      | 33.00  | 51.00  | \$348                      | \$4,432    | \$8,019  | \$12,799  | \$2,305.02                       | \$50.42                                                          | 48%                               | \$4,780.00                        | \$103.48                                                          | 100%                               | \$2,474.98                           | \$53.05                                                              | 107%                                | 105%                                                                |  |  |
|                 | 5,000                                       | 3.50         | 30.00      | 47.00  | 80.50  | \$609                      | \$8,310    | \$11,421 | \$20,340  | \$4,321.91                       | \$72.03                                                          | 48%                               | \$8,919.00                        | \$138.18                                                          | 100%                               | \$4,597.09                           | \$66.15                                                              | 106%                                | 92%                                                                 |  |  |
|                 | 10,000                                      | 5.00         | 54.00      | 75.00  | 134.00 | \$870                      | \$14,958   | \$18,225 | \$34,053  | \$7,923.51                       | \$64.83                                                          | 50%                               | \$15,828.00                       | \$125.36                                                          | 100%                               | \$7,904.49                           | \$60.53                                                              | 100%                                | 93%                                                                 |  |  |
|                 | 20,000                                      | 7.00         | 98.00      | 135.00 | 240.00 | \$1,218                    | \$27,146   | \$32,805 | \$61,169  | \$14,406.38                      | \$12.01                                                          | 51%                               | \$28,364.00                       | \$23.66                                                           | 100%                               | \$13,957.62                          | \$11.66                                                              | 97%                                 | 97%                                                                 |  |  |
|                 | 50,000                                      | 8.00         | 123.00     | 211.00 | 342.00 | \$1,392                    | \$34,071   | \$51,273 | \$86,736  | \$18,007.97                      | \$15.85                                                          | 51%                               | \$35,463.00                       | \$30.61                                                           | 100%                               | \$17,455.03                          | \$14.76                                                              | 97%                                 | 93%                                                                 |  |  |
|                 | 100,000                                     | 10.00        | 177.00     | 263.00 | 450.00 | \$1,740                    | \$49,029   | \$63,909 | \$114,678 | \$25,931.48                      | \$25.93                                                          | 51%                               | \$50,769.00                       | \$50.09                                                           | 100%                               | \$24,837.52                          | \$24.16                                                              | 96%                                 | 93%                                                                 |  |  |
| 24              | S - Storage - Tenant Improvement            |              |            |        |        |                            |            |          |           |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|                 | 500                                         | 1.00         | 7.00       | 12.00  | 20.00  | \$174                      | \$1,939    | \$2,916  | \$5,029   | \$1,706.52                       | \$74.66                                                          | 81%                               | \$2,113.00                        | \$73.60                                                           | 100%                               | \$406.48                             | (\$1.06)                                                             | 24%                                 | -1%                                                                 |  |  |
|                 | 2,500                                       | 1.50         | 12.00      | 17.00  | 30.50  | \$261                      | \$3,324    | \$4,131  | \$7,716   | \$3,199.73                       | \$106.66                                                         | 89%                               | \$3,585.00                        | \$114.28                                                          | 100%                               | \$385.27                             | \$7.62                                                               | 12%                                 | 7%                                                                  |  |  |
|                 | 5,000                                       | 2.00         | 22.00      | 28.00  | 52.00  | \$348                      | \$6,094    | \$6,804  | \$13,246  | \$5,866.17                       | \$95.99                                                          | 91%                               | \$6,442.00                        | \$106.68                                                          | 100%                               | \$575.83                             | \$10.69                                                              | 10%                                 | 11%                                                                 |  |  |
|                 | 10,000                                      | 4.00         | 40.00      | 50.00  | 94.00  | \$696                      | \$11,080   | \$12,150 | \$23,926  | \$10,665.77                      | \$17.78                                                          | 91%                               | \$11,776.00                       | \$19.63                                                           | 100%                               | \$1,110.23                           | \$1.85                                                               | 10%                                 | 10%                                                                 |  |  |
|                 | 25,000                                      | 5.00         | 50.00      | 77.00  | 132.00 | \$870                      | \$13,850   | \$18,711 | \$33,431  | \$13,332.21                      | \$23.46                                                          | 91%                               | \$14,720.00                       | \$25.77                                                           | 100%                               | \$1,387.79                           | \$2.30                                                               | 10%                                 | 10%                                                                 |  |  |
|                 | 50,000                                      | 7.00         | 72.00      | 96.00  | 175.00 | \$1,218                    | \$19,944   | \$23,328 | \$44,490  | \$19,198.38                      | \$38.40                                                          | 91%                               | \$21,162.00                       | \$42.17                                                           | 100%                               | \$1,963.62                           | \$3.77                                                               | 10%                                 | 10%                                                                 |  |  |
| 25              | U - Utility - Misc - New Construction       |              |            |        |        |                            |            |          |           |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|                 | 150                                         | 1.50         | 5.00       | 8.00   | 14.50  | \$261                      | \$1,385    | \$1,944  | \$3,590   | \$988.73                         | \$144.19                                                         | 60%                               | \$1,646.00                        | \$167.50                                                          | 100%                               | \$657.27                             | \$23.31                                                              | 66%                                 | 16%                                                                 |  |  |
|                 | 750                                         | 2.50         | 8.00       | 12.00  | 22.50  | \$435                      | \$2,216    | \$2,916  | \$5,567   | \$1,853.87                       | \$205.99                                                         | 70%                               | \$2,651.00                        | \$159.33                                                          | 100%                               | \$797.13                             | (\$46.65)                                                            | 43%                                 | -23%                                                                |  |  |
|                 | 1,500                                       | 3.00         | 12.00      | 17.00  | 32.00  | \$522                      | \$3,324    | \$4,131  | \$7,977   | \$3,398.75                       | \$185.39                                                         | 88%                               | \$3,846.00                        | \$190.47                                                          | 100%                               | \$447.25                             | \$5.08                                                               | 13%                                 | 3%                                                                  |  |  |
|                 | 3,000                                       | 3.50         | 22.00      | 31.00  | 56.50  | \$609                      | \$6,094    | \$7,533  | \$14,236  | \$6,179.55                       | \$34.33                                                          | 92%                               | \$6,703.00                        | \$32.71                                                           | 100%                               | \$523.45                             | (\$1.62)                                                             | 8%                                  | -5%                                                                 |  |  |
|                 | 7,500                                       | 4.00         | 27.00      | 48.00  | 79.00  | \$696                      | \$7,479    | \$11,664 | \$19,839  | \$7,724.44                       | \$45.32                                                          | 94%                               | \$8,175.00                        | \$50.33                                                           | 100%                               | \$450.56                             | \$5.02                                                               | 6%                                  | 11%                                                                 |  |  |
|                 | 15,000                                      | 5.00         | 40.00      | 60.00  | 105.00 | \$870                      | \$11,080   | \$14,580 | \$26,530  | \$11,123.19                      | \$74.16                                                          | 93%                               | \$11,950.00                       | \$82.37                                                           | 100%                               | \$826.81                             | \$8.21                                                               | 7%                                  | 11%                                                                 |  |  |
| 26              | U - Utility - Misc - Tenant Improvement     |              |            |        |        |                            |            |          |           |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|                 | 100                                         | 1.00         | 3.00       | 6.00   | 10.00  | \$174                      | \$831      | \$1,458  | \$2,463   | \$659.15                         | \$144.19                                                         | 66%                               | \$1,005.00                        | \$160.25                                                          | 100%                               | \$345.85                             | \$16.06                                                              | 52%                                 | 11%                                                                 |  |  |
|                 | 500                                         | 1.50         | 5.00       | 8.00   | 14.50  | \$261                      | \$1,385    | \$1,944  | \$3,590   | \$1,235.91                       | \$205.99                                                         | 75%                               | \$1,646.00                        | \$183.60                                                          | 100%                               | \$410.09                             | (\$22.39)                                                            | 33%                                 | -11%                                                                |  |  |
|                 | 1,000                                       | 2.00         | 8.00       | 12.00  | 22.00  | \$348                      | \$2,216    | \$2,916  | \$5,480   | \$2,265.84                       | \$185.39                                                         | 88%                               | \$2,564.00                        | \$202.60                                                          | 100%                               | \$298.16                             | \$17.21                                                              | 13%                                 | 9%                                                                  |  |  |
|                 | 2,000                                       | 2.50         | 15.00      | 22.00  | 39.50  | \$435                      | \$4,155    | \$5,346  | \$9,936   | \$4,119.70                       | \$34.33                                                          | 90%                               | \$4,590.00                        | \$30.60                                                           | 100%                               | \$470.30                             | (\$3.73)                                                             | 11%                                 | -11%                                                                |  |  |
|                 | 5,000                                       | 3.00         | 18.00      | 34.00  | 55.00  | \$522                      | \$4,986    | \$8,262  | \$13,770  | \$5,149.63                       | \$45.32                                                          | 93%                               | \$5,508.00                        | \$47.80                                                           | 100%                               | \$358.37                             | \$2.48                                                               | 7%                                  | 5%                                                                  |  |  |
|                 | 10,000                                      | 4.00         | 26.00      | 42.00  | 72.00  | \$696                      | \$7,202    | \$10,206 | \$18,104  | \$7,415.46                       | \$74.16                                                          | 94%                               | \$7,898.00                        | \$78.22                                                           | 100%                               | \$482.54                             | \$4.06                                                               | 7%                                  | 5%                                                                  |  |  |
| 27              | Shell Building                              |              |            |        |        |                            |            |          |           |                                  |                                                                  |                                   |                                   |                                                                   |                                    |                                      |                                                                      |                                     |                                                                     |  |  |
|                 | 5,000                                       | 2.00         | 23.00      | 48.00  | 73.00  | \$348                      | \$6,371    | \$11,664 | \$18,383  | \$6,227.59                       | \$27.25                                                          | 93%                               | \$6,719.00                        | \$30.39                                                           | 100%                               | \$491.41                             | \$3.14                                                               | 8%                                  | 12%                                                                 |  |  |
|                 | 25,000                                      | 3.50         | 44.00      | 69.00  | 116.50 | \$609                      | \$12,188   | \$16,767 | \$29,564  | \$11,676.74                      | \$38.92                                                          | 91%                               | \$12,797.00                       | \$40.93                                                           | 100%                               | \$1,120.26                           | \$2.01                                                               | 10%                                 | 5%                                                                  |  |  |
|                 | 50,000                                      | 5.00         | 80.00      | 110.00 | 195.00 | \$870                      | \$22,160   | \$26,730 | \$49,760  | \$21,407.36                      | \$35.03                                                          | 93%                               | \$23,030.00                       | \$37.61                                                           | 100%                               | \$1,622.64                           | \$2.58                                                               | 8%                                  | 7%                                                                  |  |  |
|                 | 100,000                                     | 8.00         | 146.00     | 198.00 | 352.00 | \$1,392                    | \$40,442   | \$48,114 | \$89,948  | \$38,922.46                      | \$6.49                                                           | 93%                               | \$41,834.00                       | \$6.88                                                            | 100%                               | \$2,911.54                           | \$0.39                                                               | 7%                                  | 6%                                                                  |  |  |
|                 | 250,000                                     | 10.00        | 182.00     | 310.00 | 502.00 | \$1,740                    | \$50,414   | \$75,330 | \$127,484 | \$48,653.08                      | \$8.56                                                           | 93%                               | \$52,154.00                       | \$9.07                                                            | 100%                               | \$3,500.92                           | \$0.51                                                               | 7%                                  | 6%                                                                  |  |  |
|                 | 500,000                                     | 13.00        | 262.00     | 385.00 | 660.00 | \$2,262                    | \$72,574   | \$93,555 | \$168,391 | \$70,060.44                      | \$14.01                                                          | 94%                               | \$74,836.00                       | \$14.84                                                           | 100%                               | \$4,775.56                           | \$0.83                                                               | 7%                                  | 6%                                                                  |  |  |

[a] Amounts exclude City of Milpitas standard permitting fees and State of California fees.

[b] Each fee listed in this schedule is based on the estimated service time required to perform a standard service request. Additional fees may be charged on an hourly basis should the staff time spent exceed the allotted time based on the fees charged.

| Fee Description |                                             | Current Fee<br>Inspection<br>Base Fee | Current Fee<br>Inspection<br>Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof | Current<br>Cost<br>Recovery<br>Inspection | Proposed<br>Fee<br>Inspection<br>Base Fee | Proposed<br>Fee<br>Inspection<br>Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof | Proposed<br>Cost<br>Recovery<br>Insp | Fee Change<br>Inspection<br>Base Fee (\$) | Fee Change<br>Inspection<br>Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof (\$) | Fee Change<br>Inspection<br>Base Fee (%) | Fee Change<br>Inspection<br>Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof (%) | Fee Change<br>Total Base<br>Fee (\$) | Fee Change<br>Total Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof (\$) | Fee Change<br>Total Base<br>Fee (%) | Fee Change<br>Total Fee Per<br>Add'l 100 SF<br>or Fraction<br>Thereof (%) | Note |
|-----------------|---------------------------------------------|---------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------|----------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------|------|
| 23              | S-2 - Storage Low Hazard - New Construction |                                       |                                                                                |                                           |                                           |                                                                                    |                                      |                                           |                                                                                    |                                          |                                                                                   |                                      |                                                                            |                                     |                                                                           |      |
|                 | 1,000                                       | \$4,682.20                            | \$50.17                                                                        | 58%                                       | \$8,019.00                                | \$85.05                                                                            | 100%                                 | \$3,336.80                                | \$34.88                                                                            | 71%                                      | 70%                                                                               | \$5,811.78                           | \$87.94                                                                    | 83%                                 | 87%                                                                       |      |
|                 | 5,000                                       | \$6,688.85                            | \$80.27                                                                        | 59%                                       | \$11,421.00                               | \$136.08                                                                           | 100%                                 | \$4,732.15                                | \$55.81                                                                            | 71%                                      | 70%                                                                               | \$9,329.24                           | \$121.96                                                                   | 85%                                 | 80%                                                                       |      |
|                 | 10,000                                      | \$10,702.16                           | \$85.62                                                                        | 59%                                       | \$18,225.00                               | \$145.80                                                                           | 100%                                 | \$7,522.84                                | \$60.18                                                                            | 70%                                      | 70%                                                                               | \$15,427.33                          | \$120.71                                                                   | 83%                                 | 80%                                                                       |      |
|                 | 20,000                                      | \$19,263.89                           | \$36.12                                                                        | 59%                                       | \$32,805.00                               | \$61.56                                                                            | 100%                                 | \$13,541.11                               | \$25.44                                                                            | 70%                                      | 70%                                                                               | \$27,498.73                          | \$37.10                                                                    | 82%                                 | 77%                                                                       |      |
|                 | 50,000                                      | \$30,099.83                           | \$14.72                                                                        | 59%                                       | \$51,273.00                               | \$25.27                                                                            | 100%                                 | \$21,173.17                               | \$10.56                                                                            | 70%                                      | 72%                                                                               | \$38,628.20                          | \$25.32                                                                    | 80%                                 | 83%                                                                       |      |
|                 | 100,000                                     | \$37,457.56                           | \$37.46                                                                        | 59%                                       | \$63,909.00                               | \$64.33                                                                            | 100%                                 | \$26,451.44                               | \$26.87                                                                            | 71%                                      | 72%                                                                               | \$51,288.96                          | \$51.03                                                                    | 81%                                 | 81%                                                                       |      |
| 24              | S - Storage - Tenant Improvement            |                                       |                                                                                |                                           |                                           |                                                                                    |                                      |                                           |                                                                                    |                                          |                                                                                   |                                      |                                                                            |                                     |                                                                           |      |
|                 | 500                                         | \$2,926.37                            | \$62.71                                                                        | 100%                                      | \$2,916.00                                | \$60.75                                                                            | 100%                                 | (\$10.37)                                 | (\$1.96)                                                                           | 0%                                       | -3%                                                                               | \$396.10                             | (\$3.02)                                                                   | 9%                                  | -2%                                                                       |      |
|                 | 2,500                                       | \$4,180.53                            | \$100.33                                                                       | 101%                                      | \$4,131.00                                | \$106.92                                                                           | 100%                                 | (\$49.53)                                 | \$6.59                                                                             | -1%                                      | 7%                                                                                | \$335.74                             | \$14.21                                                                    | 5%                                  | 7%                                                                        |      |
|                 | 5,000                                       | \$6,688.85                            | \$107.02                                                                       | 98%                                       | \$6,804.00                                | \$106.92                                                                           | 100%                                 | \$115.15                                  | (\$0.10)                                                                           | 2%                                       | 0%                                                                                | \$690.98                             | \$10.59                                                                    | 6%                                  | 5%                                                                        |      |
|                 | 10,000                                      | \$12,039.93                           | \$45.15                                                                        | 99%                                       | \$12,150.00                               | \$43.74                                                                            | 100%                                 | \$110.07                                  | (\$1.41)                                                                           | 1%                                       | -3%                                                                               | \$1,220.30                           | \$0.44                                                                     | 5%                                  | 1%                                                                        |      |
|                 | 25,000                                      | \$18,812.39                           | \$18.39                                                                        | 101%                                      | \$18,711.00                               | \$18.47                                                                            | 100%                                 | (\$101.39)                                | \$0.07                                                                             | -1%                                      | 0%                                                                                | \$1,286.40                           | \$2.38                                                                     | 4%                                  | 6%                                                                        |      |
|                 | 50,000                                      | \$23,410.98                           | \$46.82                                                                        | 100%                                      | \$23,328.00                               | \$47.01                                                                            | 100%                                 | (\$82.98)                                 | \$0.19                                                                             | 0%                                       | 0%                                                                                | \$1,880.64                           | \$3.96                                                                     | 4%                                  | 5%                                                                        |      |
| 25              | U - Utility - Misc - New Construction       |                                       |                                                                                |                                           |                                           |                                                                                    |                                      |                                           |                                                                                    |                                          |                                                                                   |                                      |                                                                            |                                     |                                                                           |      |
|                 | 150                                         | \$1,809.03                            | \$129.22                                                                       | 93%                                       | \$1,944.00                                | \$162.00                                                                           | 100%                                 | \$134.97                                  | \$32.78                                                                            | 7%                                       | 25%                                                                               | \$792.24                             | \$56.09                                                                    | 28%                                 | 21%                                                                       |      |
|                 | 750                                         | \$2,584.33                            | \$206.75                                                                       | 89%                                       | \$2,916.00                                | \$162.00                                                                           | 100%                                 | \$331.67                                  | (\$44.75)                                                                          | 13%                                      | -22%                                                                              | \$1,128.81                           | (\$91.40)                                                                  | 25%                                 | -22%                                                                      |      |
|                 | 1,500                                       | \$4,134.93                            | \$220.53                                                                       | 100%                                      | \$4,131.00                                | \$226.80                                                                           | 100%                                 | (\$3.93)                                  | \$6.27                                                                             | 0%                                       | 3%                                                                                | \$443.32                             | \$11.35                                                                    | 6%                                  | 3%                                                                        |      |
|                 | 3,000                                       | \$7,442.87                            | \$93.04                                                                        | 99%                                       | \$7,533.00                                | \$91.80                                                                            | 100%                                 | \$90.13                                   | (\$1.24)                                                                           | 1%                                       | -1%                                                                               | \$613.58                             | (\$2.86)                                                                   | 5%                                  | -2%                                                                       |      |
|                 | 7,500                                       | \$11,629.48                           | \$37.90                                                                        | 100%                                      | \$11,664.00                               | \$38.88                                                                            | 100%                                 | \$34.52                                   | \$0.98                                                                             | 0%                                       | 3%                                                                                | \$485.08                             | \$5.99                                                                     | 3%                                  | 7%                                                                        |      |
|                 | 15,000                                      | \$14,472.24                           | \$96.48                                                                        | 99%                                       | \$14,580.00                               | \$98.97                                                                            | 100%                                 | \$107.76                                  | \$2.49                                                                             | 1%                                       | 3%                                                                                | \$934.57                             | \$10.69                                                                    | 4%                                  | 6%                                                                        |      |
| 26              | U - Utility - Misc - Tenant Improvement     |                                       |                                                                                |                                           |                                           |                                                                                    |                                      |                                           |                                                                                    |                                          |                                                                                   |                                      |                                                                            |                                     |                                                                           |      |
|                 | 100                                         | \$1,276.96                            | \$136.82                                                                       | 88%                                       | \$1,458.00                                | \$121.50                                                                           | 100%                                 | \$181.04                                  | (\$15.32)                                                                          | 14%                                      | -11%                                                                              | \$526.89                             | \$0.74                                                                     | 27%                                 | 0%                                                                        |      |
|                 | 500                                         | \$1,824.23                            | \$218.91                                                                       | 94%                                       | \$1,944.00                                | \$194.40                                                                           | 100%                                 | \$119.77                                  | (\$24.51)                                                                          | 7%                                       | -11%                                                                              | \$529.86                             | (\$46.89)                                                                  | 17%                                 | -11%                                                                      |      |
|                 | 1,000                                       | \$2,918.77                            | \$233.50                                                                       | 100%                                      | \$2,916.00                                | \$243.00                                                                           | 100%                                 | (\$2.77)                                  | \$9.50                                                                             | 0%                                       | 4%                                                                                | \$295.39                             | \$26.71                                                                    | 6%                                  | 6%                                                                        |      |
|                 | 2,000                                       | \$5,253.79                            | \$98.51                                                                        | 98%                                       | \$5,346.00                                | \$97.20                                                                            | 100%                                 | \$92.21                                   | (\$1.31)                                                                           | 2%                                       | -1%                                                                               | \$562.51                             | (\$5.04)                                                                   | 6%                                  | -4%                                                                       |      |
|                 | 5,000                                       | \$8,209.04                            | \$40.13                                                                        | 99%                                       | \$8,262.00                                | \$38.88                                                                            | 100%                                 | \$52.96                                   | (\$1.25)                                                                           | 1%                                       | -3%                                                                               | \$411.33                             | \$1.23                                                                     | 3%                                  | 1%                                                                        |      |
|                 | 10,000                                      | \$10,215.70                           | \$102.16                                                                       | 100%                                      | \$10,206.00                               | \$98.97                                                                            | 100%                                 | (\$9.70)                                  | (\$3.19)                                                                           | 0%                                       | -3%                                                                               | \$472.84                             | \$0.87                                                                     | 3%                                  | 0%                                                                        |      |
| 27              | Shell Building                              |                                       |                                                                                |                                           |                                           |                                                                                    |                                      |                                           |                                                                                    |                                          |                                                                                   |                                      |                                                                            |                                     |                                                                           |      |
|                 | 5,000                                       | \$11,705.49                           | \$25.08                                                                        | 100%                                      | \$11,664.00                               | \$25.52                                                                            | 100%                                 | (\$41.49)                                 | \$0.43                                                                             | 0%                                       | 2%                                                                                | \$449.92                             | \$3.58                                                                     | 3%                                  | 7%                                                                        |      |
|                 | 25,000                                      | \$16,722.13                           | \$40.13                                                                        | 100%                                      | \$16,767.00                               | \$39.85                                                                            | 100%                                 | \$44.87                                   | (\$0.28)                                                                           | 0%                                       | -1%                                                                               | \$1,165.13                           | \$1.73                                                                     | 4%                                  | 2%                                                                        |      |
|                 | 50,000                                      | \$26,755.40                           | \$42.81                                                                        | 100%                                      | \$26,730.00                               | \$42.77                                                                            | 100%                                 | (\$25.40)                                 | (\$0.04)                                                                           | 0%                                       | 0%                                                                                | \$1,597.24                           | \$2.54                                                                     | 3%                                  | 3%                                                                        |      |
|                 | 100,000                                     | \$48,159.72                           | \$18.06                                                                        | 100%                                      | \$48,114.00                               | \$18.14                                                                            | 100%                                 | (\$45.72)                                 | \$0.08                                                                             | 0%                                       | 0%                                                                                | \$2,865.81                           | \$0.48                                                                     | 3%                                  | 2%                                                                        |      |
|                 | 250,000                                     | \$75,249.57                           | \$7.36                                                                         | 100%                                      | \$75,330.00                               | \$7.29                                                                             | 100%                                 | \$80.43                                   | (\$0.07)                                                                           | 0%                                       | -1%                                                                               | \$3,581.35                           | \$0.44                                                                     | 3%                                  | 3%                                                                        |      |
|                 | 500,000                                     | \$93,643.91                           | \$18.73                                                                        | 100%                                      | \$93,555.00                               | \$18.56                                                                            | 100%                                 | (\$88.91)                                 | (\$0.17)                                                                           | 0%                                       | -1%                                                                               | \$4,686.66                           | \$0.66                                                                     | 3%                                  | 2%                                                                        |      |

[a] Amounts exclude City of Milpitas standard permitting fees and State of California fees.

[b] Each fee listed in this schedule is based on the estimated service time required to perform a standard service request. Additional fees may be charged on an hourly basis should the staff time spent exceed the allotted time based on the fees charged.

| Fee Description |                                                                             | Service Time |            |      |       | Fully-Burdened Hourly Rate |            |         |         |               |                       |              |                        |                      |                     |              |      |
|-----------------|-----------------------------------------------------------------------------|--------------|------------|------|-------|----------------------------|------------|---------|---------|---------------|-----------------------|--------------|------------------------|----------------------|---------------------|--------------|------|
|                 |                                                                             |              |            |      |       | \$174                      | \$277      | \$243   |         |               |                       |              |                        |                      |                     |              |      |
|                 |                                                                             |              |            |      |       | Cost of Service            |            |         |         |               |                       |              |                        |                      |                     |              |      |
|                 |                                                                             | Permit Tech  | Plan Check | Insp | Total | Permit Tech                | Plan Check | Insp    | Total   | Current Fee   | Current Cost Recovery | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note |
|                 | MISCELLANEOUS FEES - RESIDENTIAL                                            |              |            |      |       |                            |            |         |         |               |                       |              |                        |                      |                     |              | [b]  |
|                 | Combination Permits                                                         |              |            |      |       |                            |            |         |         |               |                       |              |                        |                      |                     |              |      |
| 1               | Attached Garage - 1 to 3 cars                                               | 1.00         | 2.00       | 3.00 | 6.00  | \$174                      | \$554      | \$729   | \$1,457 | \$1,466       | 101%                  | \$1,457      | 100%                   | (\$9)                | -1%                 |              | [a]  |
| 2               | Detached Garage or Accessory Structure                                      | 1.00         | 2.00       | 3.00 | 6.00  | \$174                      | \$554      | \$729   | \$1,457 | \$1,260       | 86%                   | \$1,457      | 100%                   | \$197                | 16%                 |              | [a]  |
| 3               | Bathroom Remodel (1 or more if inspected at same time)                      | 1.00         | 1.00       | 2.50 | 4.50  | \$174                      | \$277      | \$608   | \$1,059 | \$1,074       | 101%                  | \$1,059      | 100%                   | (\$15)               | -1%                 |              | [a]  |
| 4               | Kitchen Remodel                                                             | 1.00         | 1.00       | 2.50 | 4.50  | \$174                      | \$277      | \$608   | \$1,059 | \$1,074       | 101%                  | \$1,059      | 100%                   | (\$15)               | -1%                 |              | [a]  |
| 5               | Kitchen and Bathroom Remodel (1 or more bathroom if inspected at same time) | 1.00         | 1.00       | 4.50 | 6.50  | \$174                      | \$277      | \$1,094 | \$1,545 | \$1,560       | 101%                  | \$1,545      | 100%                   | (\$16)               | -1%                 |              | [a]  |
| 6               | Patio Enclosure / Sunroom                                                   | 1.00         | 1.50       | 3.50 | 6.00  | \$174                      | \$416      | \$851   | \$1,440 | \$1,446       | 100%                  | \$1,440      | 100%                   | (\$6)                | 0%                  |              | [a]  |
| 7               | Garage conversion                                                           | 1.00         | 1.25       | 3.50 | 5.75  | \$174                      | \$346      | \$851   | \$1,371 | \$1,381       | 101%                  | \$1,371      | 100%                   | (\$11)               | -1%                 |              | [a]  |
| 8               | Green House                                                                 | 1.00         | 1.25       | 2.50 | 4.75  | \$174                      | \$346      | \$608   | \$1,128 | \$1,138       | 101%                  | \$1,128      | 100%                   | (\$10)               | -1%                 |              | [a]  |
| 9               | Patio Cover                                                                 | 1.00         | 1.25       | 2.50 | 4.75  | \$174                      | \$346      | \$608   | \$1,128 | \$1,138       | 101%                  | \$1,128      | 100%                   | (\$10)               | -1%                 |              | [a]  |
| 10              | Window, Skylight or Exterior Door Replacement                               |              |            |      |       |                            |            |         |         |               |                       |              |                        |                      |                     |              |      |
|                 | a) Frame to remain (Retrofit) (1-9)                                         | 0.50         |            | 0.50 | 1.00  | \$87                       | \$0        | \$122   | \$209   | \$952         | 457%                  | \$209        | 100%                   | (\$744)              | -78%                |              | [a]  |
|                 | b) Frame to remain (Retrofit) (10+)                                         | 0.50         |            | 1.00 | 1.50  | \$87                       | \$0        | \$243   | \$330   | \$952         | 289%                  | \$330        | 100%                   | (\$622)              | -65%                |              | [a]  |
|                 | c) Frame replaced (1-3)                                                     | 0.50         |            | 1.00 | 1.50  | \$87                       | \$0        | \$243   | \$330   | \$952         | 289%                  | \$330        | 100%                   | (\$622)              | -65%                |              | [a]  |
|                 | d) Frame replaced (4-10)                                                    | 0.50         |            | 2.00 | 2.50  | \$87                       | \$0        | \$486   | \$573   | \$952         | 166%                  | \$573        | 100%                   | (\$379)              | -40%                |              | [a]  |
|                 | e) Frame replaced (11-20)                                                   | 0.50         |            | 3.00 | 3.50  | \$87                       | \$0        | \$729   | \$816   | \$952         | 117%                  | \$816        | 100%                   | (\$136)              | -14%                |              | [a]  |
|                 | f) Frame replaced (20+)                                                     | 0.50         |            | 4.00 | 4.50  | \$87                       | \$0        | \$972   | \$1,059 | \$952         | 90%                   | \$1,059      | 100%                   | \$107                | 11%                 |              | [a]  |
|                 | Miscellaneous Construction                                                  |              |            |      |       |                            |            |         |         |               |                       |              |                        |                      |                     |              |      |
| 11              | Wood Fences over 7' high, concrete / masonry over 4' high                   | 0.50         | 1.00       | 2.00 | 3.50  | \$87                       | \$277      | \$486   | \$850   | \$847         | 100%                  | \$850        | 100%                   | \$3                  | 0%                  |              | [a]  |
| 12              | Sound Wall                                                                  | 0.50         | 2.00       | 3.50 | 6.00  | \$87                       | \$554      | \$851   | \$1,492 | \$1,470       | 99%                   | \$1,492      | 100%                   | \$22                 | 1%                  |              | [a]  |
| 13              | Structural Roof Conversions                                                 | 0.50         | 1.50       | 3.00 | 5.00  | \$87                       | \$416      | \$729   | \$1,232 | \$2.26 per SF | varies                | \$1,232      | 100%                   | varies               | varies              |              | [a]  |
| 14              | AC Condenser Replacement                                                    |              |            | 1.25 | 1.25  | \$0                        | \$0        | \$304   | \$304   | \$304         | 100%                  | \$304        | 100%                   | (\$0)                | 0%                  |              |      |
| 15              | Furnace Replacement                                                         |              |            | 1.50 | 1.50  | \$0                        | \$0        | \$365   | \$365   | \$365         | 100%                  | \$365        | 100%                   | (\$0)                | 0%                  |              |      |
| 16              | Water Heater Replacement                                                    |              |            | 1.50 | 1.50  | \$0                        | \$0        | \$365   | \$365   | \$365         | 100%                  | \$365        | 100%                   | (\$0)                | 0%                  |              |      |

| Fee Description |                                                                                   | Service Time |            |      |       | Fully-Burdened Hourly Rate |            |       |         |                                                             |                       |              |                                                             |                      |                     |                  |      |     |
|-----------------|-----------------------------------------------------------------------------------|--------------|------------|------|-------|----------------------------|------------|-------|---------|-------------------------------------------------------------|-----------------------|--------------|-------------------------------------------------------------|----------------------|---------------------|------------------|------|-----|
|                 |                                                                                   |              |            |      |       | \$174                      | \$277      | \$243 |         |                                                             |                       |              |                                                             |                      |                     |                  |      |     |
|                 |                                                                                   |              |            |      |       | Cost of Service            |            |       |         |                                                             |                       |              |                                                             |                      |                     |                  |      |     |
|                 |                                                                                   | Permit Tech  | Plan Check | Insp | Total | Permit Tech                | Plan Check | Insp  | Total   | Current Fee                                                 | Current Cost Recovery | Proposed Fee | Proposed Cost Recovery                                      | Proposed Change (\$) | Proposed Change (%) | Charge Basis     | Note |     |
| 17              | Solar Permit                                                                      |              |            |      |       |                            |            |       |         |                                                             |                       |              |                                                             |                      |                     |                  |      |     |
|                 | a) 15kW or less                                                                   |              |            |      |       |                            |            |       |         | \$450                                                       |                       | \$450        |                                                             | \$0                  | 0%                  | base<br>per kw   |      |     |
|                 | b) Above 15kW – base                                                              |              |            |      |       |                            |            |       |         | \$450                                                       |                       | \$450        |                                                             | \$0                  | 0%                  |                  |      |     |
|                 | c) Above 15kW – per kW                                                            |              |            |      |       |                            |            |       |         | \$15                                                        |                       | \$15         |                                                             | \$0                  | 0%                  |                  |      |     |
| 18              | Solar Thermal                                                                     |              |            |      |       |                            |            |       |         |                                                             |                       |              |                                                             |                      |                     | base<br>per kWth |      |     |
|                 | a) 10kWth or less                                                                 |              |            |      |       |                            |            |       |         | \$450                                                       |                       | \$450        |                                                             | \$0                  | 0%                  |                  |      |     |
|                 | b) 10kWth or more - base                                                          |              |            |      |       |                            |            |       |         | \$450                                                       |                       | \$450        |                                                             | \$0                  | 0%                  |                  |      |     |
|                 | c) 10kWth or more – per kWth                                                      |              |            |      |       |                            |            |       |         | \$15                                                        |                       | \$15         |                                                             | \$0                  | 0%                  |                  |      |     |
| 19              | Fireplace reconstruction                                                          | 0.50         | 0.50       | 2.00 | 3.00  | \$87                       | \$139      | \$486 | \$712   | \$719                                                       | 101%                  | \$712        | 100%                                                        | (\$8)                | -1%                 |                  | [a]  |     |
| 20              | Siding/stucco replacement                                                         |              |            | 2.50 | 2.50  | \$0                        | \$0        | \$608 | \$608   | \$608                                                       | 100%                  | \$608        | 100%                                                        | (\$1)                | 0%                  |                  |      |     |
| 21              | Seismic Strengthening                                                             | 0.50         | 0.50       | 2.00 | 3.00  | \$87                       | \$139      | \$486 | \$712   | \$719                                                       | 101%                  | \$712        | 100%                                                        | (\$8)                | -1%                 |                  | [a]  |     |
| 22              | Demolition Permit                                                                 |              |            |      |       |                            |            |       |         |                                                             |                       |              |                                                             |                      |                     |                  |      |     |
|                 | a) Accessory Structures Demolition                                                | 0.50         | 0.25       | 1.00 | 1.75  | \$87                       | \$69       | \$243 | \$399   | \$598                                                       | 150%                  | \$399        | 100%                                                        | (\$198)              | -33%                |                  | [a]  |     |
|                 | b) Interior Non-Structural Demolition                                             | 0.50         | 0.50       | 1.00 | 2.00  | \$87                       | \$139      | \$243 | \$469   | \$598                                                       | 128%                  | \$469        | 100%                                                        | (\$129)              | -22%                |                  | [a]  |     |
|                 | c) Total Building Demolition                                                      | 0.50         | 0.50       | 2.00 | 3.00  | \$87                       | \$139      | \$486 | \$712   | \$598                                                       | 84%                   | \$712        | 100%                                                        | \$114                | 19%                 |                  | [a]  |     |
| 23              | Miscellaneous Construction Not Listed                                             |              |            |      |       |                            |            |       |         |                                                             |                       |              |                                                             |                      |                     |                  |      |     |
|                 | a) Permit Issuance Fee                                                            | 1.00         |            |      | 1.00  | \$174                      | \$0        | \$0   | \$174   | See hourly<br>rates for<br>Plan Review<br>and<br>Inspection |                       | \$174        | 100%                                                        | varies               | varies              |                  |      |     |
|                 | b) Plan Review and Inspection                                                     |              |            |      |       |                            |            |       |         |                                                             |                       |              | See hourly<br>rates for<br>Plan Review<br>and<br>Inspection |                      | varies              | varies           |      |     |
|                 | MISCELLANEOUS FEES - MULTI-FAMILY AND<br>COMMERCIAL<br>Miscellaneous Construction |              |            |      |       |                            |            |       |         |                                                             |                       |              |                                                             |                      |                     |                  |      | [b] |
| 24              | Permit Issuance Fee                                                               | 1.00         |            |      | 1.00  | \$174                      | \$0        | \$0   | \$174   | \$208                                                       | 120%                  | \$174        | 100%                                                        | (\$34)               | -17%                |                  |      |     |
| 25              | Equipment Installation                                                            |              |            |      |       |                            |            |       |         |                                                             |                       |              |                                                             |                      |                     |                  |      |     |
|                 | a) Each Type - Plan Review                                                        |              | 2.00       |      | 2.00  | \$0                        | \$554      | \$0   | \$554   | \$514                                                       | 93%                   | \$554        | 100%                                                        | \$40                 | 8%                  |                  |      |     |
|                 | b) Each 2 pieces or fraction thereof - Inspection                                 |              |            | 2.00 | 2.00  | \$0                        | \$0        | \$486 | \$486   | \$486                                                       | 100%                  | \$486        | 100%                                                        | (\$0)                | 0%                  |                  |      |     |
| 26              | Racks, each type                                                                  |              |            |      |       |                            |            |       |         |                                                             |                       |              |                                                             |                      |                     |                  |      |     |
|                 | a) Each Rack Type                                                                 |              | 2.00       | 1.50 | 3.50  | \$0                        | \$554      | \$365 | \$919   | \$879                                                       | 96%                   | \$919        | 100%                                                        | \$39                 | 4%                  |                  |      |     |
|                 | b) Each 5 racks or fraction thereof                                               |              |            | 1.00 | 1.00  | \$0                        | \$0        | \$243 | \$243   | \$243                                                       | 100%                  | \$243        | 100%                                                        | (\$0)                | 0%                  |                  |      |     |
| 27              | Roof Screen                                                                       |              | 2.00       | 2.50 | 4.50  | \$0                        | \$554      | \$608 | \$1,162 | \$1,122                                                     | 97%                   | \$1,162      | 100%                                                        | \$39                 | 3%                  |                  | [a]  |     |
| 28              | Fences                                                                            |              | 2.00       | 2.50 | 4.50  | \$0                        | \$554      | \$608 | \$1,162 | \$1,122                                                     | 97%                   | \$1,162      | 100%                                                        | \$39                 | 3%                  |                  | [a]  |     |

| Fee Description |                                                          | Service Time |            |      |       | Fully-Burdened Hourly Rate |            |       |       |                                                 |                       |                                                 |                        |                      |                     |              |      |
|-----------------|----------------------------------------------------------|--------------|------------|------|-------|----------------------------|------------|-------|-------|-------------------------------------------------|-----------------------|-------------------------------------------------|------------------------|----------------------|---------------------|--------------|------|
|                 |                                                          | Permit Tech  | Plan Check | Insp | Total | Cost of Service            |            |       |       | Current Fee                                     | Current Cost Recovery | Proposed Fee                                    | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note |
|                 |                                                          |              |            |      |       | Permit Tech                | Plan Check | Insp  | Total |                                                 |                       |                                                 |                        |                      |                     |              |      |
| 29              | Monument Sign                                            |              |            |      |       |                            |            |       |       |                                                 |                       |                                                 |                        |                      |                     |              |      |
|                 | a) Each Piece - Not Electrical                           |              | 1.00       | 2.00 | 3.00  | \$0                        | \$277      | \$486 | \$763 | \$744                                           | 97%                   | \$763                                           | 100%                   | \$19                 | 3%                  |              | [a]  |
|                 | b) Each Piece - Including Electrical                     |              | 1.25       | 2.50 | 3.75  | \$0                        | \$346      | \$608 | \$954 | \$930                                           | 97%                   | \$954                                           | 100%                   | \$24                 | 3%                  |              | [a]  |
| 30              | Wall Mounted Sign                                        |              |            |      |       |                            |            |       |       |                                                 |                       |                                                 |                        |                      |                     |              |      |
|                 | a) Not Electrical                                        |              | 1.00       | 1.00 | 2.00  | \$0                        | \$277      | \$243 | \$520 | \$500                                           | 96%                   | \$520                                           | 100%                   | \$20                 | 4%                  |              | [a]  |
|                 | b) Including Electrical                                  |              | 1.25       | 1.50 | 2.75  | \$0                        | \$346      | \$365 | \$711 | \$686                                           | 97%                   | \$711                                           | 100%                   | \$24                 | 4%                  |              | [a]  |
| 31              | Solar Permit                                             |              |            |      |       |                            |            |       |       |                                                 |                       |                                                 |                        |                      |                     |              |      |
|                 | a) 50kW or less                                          |              |            |      |       |                            |            |       |       | \$1,000                                         |                       | \$1,000                                         |                        | \$0                  | 0%                  |              |      |
|                 | b) 50kW – 250kW – Base                                   |              |            |      |       |                            |            |       |       | \$1,000                                         |                       | \$1,000                                         |                        | \$0                  | 0%                  | base         |      |
|                 | c) 50kW – 250kW – per kW above 50kW                      |              |            |      |       |                            |            |       |       | \$7                                             |                       | \$7                                             |                        | \$0                  | 0%                  | per kW       |      |
|                 | d) Above 250kW – base                                    |              |            |      |       |                            |            |       |       | \$2,400                                         |                       | \$2,400                                         |                        | \$0                  | 0%                  | base         |      |
|                 | e) Above 250kW – per kW                                  |              |            |      |       |                            |            |       |       | \$5                                             |                       | \$5                                             |                        | \$0                  | 0%                  | per kW       |      |
| 32              | Solar Thermal                                            |              |            |      |       |                            |            |       |       |                                                 |                       |                                                 |                        |                      |                     |              |      |
|                 | a) 30kWth or less                                        |              |            |      |       |                            |            |       |       | \$1,000                                         |                       | \$1,000                                         |                        | \$0                  | 0%                  |              |      |
|                 | b) 30kWth – 260kWth – Base                               |              |            |      |       |                            |            |       |       | \$1,000                                         |                       | \$1,000                                         |                        | \$0                  | 0%                  | base         |      |
|                 | c) 30kWth – 260kWth – per kWth above 30kWth              |              |            |      |       |                            |            |       |       | \$7                                             |                       | \$7                                             |                        | \$0                  | 0%                  | per kWth     |      |
|                 | d) 260+ kWth – Base                                      |              |            |      |       |                            |            |       |       | \$2,610                                         |                       | \$2,610                                         |                        | \$0                  | 0%                  | base         |      |
|                 | e) 260+ kWth – per kWth above 260kWth                    |              |            |      |       |                            |            |       |       | \$5                                             |                       | \$5                                             |                        | \$0                  | 0%                  | per kWth     |      |
| 33              | Demolition Permit                                        |              |            |      |       |                            |            |       |       |                                                 |                       |                                                 |                        |                      |                     |              |      |
|                 | a) Equipment Demolition:                                 |              |            |      |       |                            |            |       |       |                                                 |                       |                                                 |                        |                      |                     |              |      |
|                 | i) First 4 Pieces                                        |              | 0.50       | 0.50 | 1.00  | \$0                        | \$139      | \$122 | \$260 | \$598                                           | 230%                  | \$260                                           | 100%                   | (\$338)              | -56%                |              | [a]  |
|                 | ii) Fee for Each Additional 4 Pieces or Fraction Thereof |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$598                                           | 492%                  | \$122                                           | 100%                   | (\$476)              | -80%                |              | [a]  |
|                 | b) Interior Non-Structural Demolition                    |              | 0.50       | 2.00 | 2.50  | \$0                        | \$139      | \$486 | \$625 | \$598                                           | 96%                   | \$625                                           | 100%                   | \$27                 | 4%                  |              | [a]  |
|                 | c) Total Building Demolition                             |              | 0.50       | 3.00 | 3.50  | \$0                        | \$139      | \$729 | \$868 | \$598                                           | 69%                   | \$868                                           | 100%                   | \$270                | 45%                 |              | [a]  |
| 34              | Window, Skylight or Exterior Door Replacement            |              |            |      |       |                            |            |       |       |                                                 |                       |                                                 |                        |                      |                     |              |      |
|                 | a) Plan Check Fee - (min. 1 hr) - per hour               |              | 1.00       |      | 1.00  | \$0                        | \$277      | \$0   | \$277 | varies                                          | varies                | \$277                                           | 100%                   | varies               | varies              | per hour     |      |
|                 | b) Inspection Fee                                        |              |            |      |       |                            |            |       |       |                                                 |                       |                                                 |                        |                      |                     |              |      |
|                 | i) up to 2                                               |              |            | 2.00 | 2.00  | \$0                        | \$0        | \$486 | \$486 | varies                                          | varies                | \$486                                           | 100%                   | varies               | varies              |              |      |
|                 | ii) 3-10                                                 |              |            | 4.00 | 4.00  | \$0                        | \$0        | \$972 | \$972 | varies                                          | varies                | \$972                                           | 100%                   | varies               | varies              |              |      |
|                 | iii) above 10 - base                                     |              |            | 4.00 | 4.00  | \$0                        | \$0        | \$972 | \$972 | varies                                          | varies                | \$972                                           | 100%                   | varies               | varies              |              |      |
|                 | iv) above 10 - each 10 or fraction thereof               |              |            | 1.00 | 1.00  | \$0                        | \$0        | \$243 | \$243 | varies                                          | varies                | \$243                                           | 100%                   | varies               | varies              |              |      |
| 35              | Kiosks                                                   |              |            |      |       |                            |            |       |       |                                                 |                       |                                                 |                        |                      |                     |              |      |
|                 | a) Plan Check Fee - (min. 1 hr) - per hour               |              | 1.00       |      | 1.00  | \$0                        | \$277      | \$0   | \$277 | varies                                          | varies                | \$277                                           | 100%                   | varies               | varies              | per hour     |      |
|                 | b) Inspection Fee                                        |              |            |      |       |                            |            |       |       |                                                 |                       |                                                 |                        |                      |                     |              |      |
|                 | i) up to 200 sq ft                                       |              |            | 1.00 | 1.00  | \$0                        | \$0        | \$243 | \$243 | varies                                          | varies                | \$243                                           | 100%                   | varies               | varies              |              |      |
|                 | ii) above 200 sq ft                                      |              |            | 2.00 | 2.00  | \$0                        | \$0        | \$486 | \$486 | varies                                          | varies                | \$486                                           | 100%                   | varies               | varies              |              |      |
| 36              | Miscellaneous Construction Not Listed                    |              |            |      |       |                            |            |       |       | See hourly rates for Plan Review and Inspection |                       | See hourly rates for Plan Review and Inspection |                        | varies               | varies              |              |      |



| Fee Description |                                                                                     | Service Time |            |       |       | Fully-Burdened Hourly Rate |            |          |          |                   |                       |                   |                        |                      |                     |              |      |  |  |  |  |  |  |
|-----------------|-------------------------------------------------------------------------------------|--------------|------------|-------|-------|----------------------------|------------|----------|----------|-------------------|-----------------------|-------------------|------------------------|----------------------|---------------------|--------------|------|--|--|--|--|--|--|
|                 |                                                                                     |              |            |       |       | \$174                      | \$277      | \$243    |          |                   |                       |                   |                        |                      |                     |              |      |  |  |  |  |  |  |
|                 |                                                                                     |              |            |       |       | Cost of Service            |            |          |          |                   |                       |                   |                        |                      |                     |              |      |  |  |  |  |  |  |
|                 |                                                                                     | Permit Tech  | Plan Check | Insp  | Total | Permit Tech                | Plan Check | Insp     | Total    | Current Fee       | Current Cost Recovery | Proposed Fee      | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note |  |  |  |  |  |  |
| 37              | Other Plan Check, Inspection and Permit Fees                                        |              |            |       |       |                            |            |          |          |                   |                       |                   |                        |                      |                     |              |      |  |  |  |  |  |  |
|                 | Certificate of Occupancy (inspection, record review, printing)                      |              |            |       |       |                            |            |          |          |                   |                       |                   |                        |                      |                     |              |      |  |  |  |  |  |  |
|                 | a) Tenant space up to 400 sq ft                                                     | 0.75         |            | 0.50  | 1.25  | \$131                      | \$0        | \$122    | \$252    | \$252             | 100%                  | \$252             | 100%                   | \$0                  | 0%                  |              |      |  |  |  |  |  |  |
|                 | b) Tenant space over 400 sq ft                                                      | 0.75         |            | 2.50  | 3.25  | \$131                      | \$0        | \$608    | \$738    | \$756             | 102%                  | \$738             | 100%                   | (\$18)               | -2%                 |              |      |  |  |  |  |  |  |
| 38              | Temporary Building Permit Issuance ***                                              | 1.00         | 1.00       |       | 2.00  | \$174                      | \$277      | \$0      | \$451    | \$466             | 103%                  | \$451             | 100%                   | (\$15)               | -3%                 |              |      |  |  |  |  |  |  |
| 39              | Accessibility Exception Request                                                     | 0.50         | 2.00       |       | 2.50  | \$87                       | \$554      | \$0      | \$641    | \$619             | 97%                   | \$641             | 100%                   | \$22                 | 4%                  |              |      |  |  |  |  |  |  |
| 40              | Christmas Tree Lot                                                                  | 0.50         |            | 1.00  | 1.50  | \$87                       | \$0        | \$243    | \$330    | \$347             | 105%                  | \$330             | 100%                   | (\$17)               | -5%                 |              |      |  |  |  |  |  |  |
| 41              | Faithful Performance Bond Execution                                                 | 0.50         | 1.00       |       | 1.50  | \$87                       | \$277      | \$0      | \$364    | \$361             | 99%                   | \$364             | 100%                   | \$3                  | 1%                  |              |      |  |  |  |  |  |  |
| 42              | Inspection Investigation Fee (Construction w/o Permits, Per MMC)                    |              |            |       |       |                            |            |          |          | 100% of insp. Fee |                       | 100% of insp. Fee |                        | varies               | varies              |              |      |  |  |  |  |  |  |
|                 | RESIDENTIAL, MULTI-FAMILY, COMMERCIAL, AND MEP FEES                                 |              |            |       |       |                            |            |          |          |                   |                       |                   |                        |                      |                     |              | [b]  |  |  |  |  |  |  |
|                 | Grading                                                                             |              |            |       |       |                            |            |          |          |                   |                       |                   |                        |                      |                     |              |      |  |  |  |  |  |  |
| 43              | Permit Issuance Fee                                                                 | 1.00         |            |       | 1.00  | \$174                      | \$0        | \$0      | \$174    | \$208             | 120%                  | \$174             | 100%                   | (\$34)               | -17%                |              |      |  |  |  |  |  |  |
| 44              | Plan Check                                                                          |              |            |       |       |                            |            |          |          |                   |                       |                   |                        |                      |                     |              |      |  |  |  |  |  |  |
|                 | a) 0 - 10,000 Cubic Yards                                                           |              | 2.00       |       | 2.00  | \$0                        | \$554      | \$0      | \$554    | \$514             | 93%                   | \$554             | 100%                   | \$40                 | 8%                  |              |      |  |  |  |  |  |  |
|                 | b) Add for each additional 10,000 CY or fraction thereof                            |              | 0.50       |       | 0.50  | \$0                        | \$139      | \$0      | \$139    | \$129             | 93%                   | \$139             | 100%                   | \$10                 | 8%                  |              |      |  |  |  |  |  |  |
|                 | c) Over 100,000 Cubic Yards                                                         |              | 6.50       |       | 6.50  | \$0                        | \$1,801    | \$0      | \$1,801  | \$1,672           | 93%                   | \$1,801           | 100%                   | \$129                | 8%                  |              |      |  |  |  |  |  |  |
|                 | d) Over 100,000 Cubic Yards – add for each additional 10,000 CY or fraction thereof |              | 0.25       |       | 0.25  | \$0                        | \$69       | \$0      | \$69     | \$64              | 93%                   | \$69              | 100%                   | \$5                  | 8%                  |              |      |  |  |  |  |  |  |
| 45              | Inspection                                                                          |              |            |       |       |                            |            |          |          |                   |                       |                   |                        |                      |                     |              |      |  |  |  |  |  |  |
|                 | a) 0 - 10,000 Cubic Yards                                                           |              |            | 3.50  | 3.50  | \$0                        | \$0        | \$851    | \$851    | \$851             | 100%                  | \$851             | 100%                   | (\$1)                | 0%                  |              |      |  |  |  |  |  |  |
|                 | b) Add for each additional 10,000 CY or fraction thereof                            |              |            | 0.50  | 0.50  | \$0                        | \$0        | \$122    | \$122    | \$122             | 100%                  | \$122             | 100%                   | (\$0)                | 0%                  |              |      |  |  |  |  |  |  |
|                 | c) Over 100,000 Cubic Yards                                                         |              |            | 8.00  | 8.00  | \$0                        | \$0        | \$1,944  | \$1,944  | \$1,946           | 100%                  | \$1,944           | 100%                   | (\$2)                | 0%                  |              |      |  |  |  |  |  |  |
|                 | d) Over 100,000 Cubic Yards – add for each additional 10,000 CY or fraction thereof |              |            | 0.25  | 0.25  | \$0                        | \$0        | \$61     | \$61     | \$61              | 100%                  | \$61              | 100%                   | (\$0)                | 0%                  |              |      |  |  |  |  |  |  |
|                 | Site Improvement                                                                    |              |            |       |       |                            |            |          |          |                   |                       |                   |                        |                      |                     |              |      |  |  |  |  |  |  |
| 46              | Permit Issuance                                                                     | 1.00         |            |       | 1.00  | \$174                      | \$0        | \$0      | \$174    | \$208             | 120%                  | \$174             | 100%                   | (\$34)               | -17%                |              |      |  |  |  |  |  |  |
| 47              | Plan Check                                                                          |              |            |       |       |                            |            |          |          |                   |                       |                   |                        |                      |                     |              |      |  |  |  |  |  |  |
|                 | a) 0-50,000 SF                                                                      |              | 10.00      |       | 10.00 | \$0                        | \$2,770    | \$0      | \$2,770  | \$2,572           | 93%                   | \$2,770           | 100%                   | \$198                | 8%                  |              |      |  |  |  |  |  |  |
|                 | b) 50,001-100,000 SF                                                                |              | 14.00      |       | 14.00 | \$0                        | \$3,878    | \$0      | \$3,878  | \$3,600           | 93%                   | \$3,878           | 100%                   | \$278                | 8%                  |              |      |  |  |  |  |  |  |
|                 | c) 100,001-500,000 SF                                                               |              | 40.00      |       | 40.00 | \$0                        | \$11,080   | \$0      | \$11,080 | \$10,287          | 93%                   | \$11,080          | 100%                   | \$793                | 8%                  |              |      |  |  |  |  |  |  |
|                 | d) 500,001+ SF                                                                      |              | 0.01       |       | 0.01  | \$0.00                     | \$1.66     | \$0.00   | \$1.66   | \$1.54            | 93%                   | \$1.66            | 100%                   | \$0.12               | 8%                  | per 100 SF   |      |  |  |  |  |  |  |
| 48              | Inspection                                                                          |              |            |       |       |                            |            |          |          |                   |                       |                   |                        |                      |                     |              |      |  |  |  |  |  |  |
|                 | a) 0-50,000 SF                                                                      |              |            | 16.00 | 16.00 | \$0                        | \$0        | \$3,888  | \$3,888  | \$3,892           | 100%                  | \$3,888           | 100%                   | (\$4)                | 0%                  |              |      |  |  |  |  |  |  |
|                 | b) 50,001-100,000 SF                                                                |              |            | 24.00 | 24.00 | \$0                        | \$0        | \$5,832  | \$5,832  | \$5,838           | 100%                  | \$5,832           | 100%                   | (\$6)                | 0%                  |              |      |  |  |  |  |  |  |
|                 | c) 100,001-500,000 SF                                                               |              |            | 50.00 | 50.00 | \$0                        | \$0        | \$12,150 | \$12,150 | \$12,162          | 100%                  | \$12,150          | 100%                   | (\$12)               | 0%                  |              |      |  |  |  |  |  |  |
|                 | d) 500,001+ SF                                                                      |              |            | 0.01  | 0.01  | \$0.00                     | \$0.00     | \$2.03   | \$2.03   | \$2.03            | 100%                  | \$2.03            | 100%                   | (\$0.00)             | 0%                  | per 100 SF   |      |  |  |  |  |  |  |

| Fee Description |                                                                               | Service Time     |            |       |       | Fully-Burdened Hourly Rate |            |         |         |             |                       |              |                        |                      |                     |              |      |  |  |
|-----------------|-------------------------------------------------------------------------------|------------------|------------|-------|-------|----------------------------|------------|---------|---------|-------------|-----------------------|--------------|------------------------|----------------------|---------------------|--------------|------|--|--|
|                 |                                                                               |                  |            |       |       | \$174                      | \$277      | \$243   |         |             |                       |              |                        |                      |                     |              |      |  |  |
|                 |                                                                               |                  |            |       |       | Cost of Service            |            |         |         |             |                       |              |                        |                      |                     |              |      |  |  |
|                 |                                                                               | Permit Tech      | Plan Check | Insp  | Total | Permit Tech                | Plan Check | Insp    | Total   | Current Fee | Current Cost Recovery | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note |  |  |
| 49              | Pools or Spas                                                                 |                  |            |       |       |                            |            |         |         |             |                       |              |                        |                      |                     |              |      |  |  |
|                 | Swimming Pool or Spa                                                          |                  |            |       |       |                            |            |         |         |             |                       |              |                        |                      |                     |              |      |  |  |
|                 | a) Private                                                                    | 0.50             | 2.00       | 2.00  | 4.50  | \$87                       | \$554      | \$486   | \$1,127 | \$1,105     | 98%                   | \$1,127      | 100%                   | \$22                 | 2%                  |              | [a]  |  |  |
|                 | b) Public                                                                     | 0.50             | 4.00       | 4.00  | 8.50  | \$87                       | \$1,108    | \$972   | \$2,167 | \$1,741     | 80%                   | \$2,167      | 100%                   | \$426                | 24%                 |              | [a]  |  |  |
| 50              | Swimming Pool and Spa Together                                                |                  |            |       |       |                            |            |         |         |             |                       |              |                        |                      |                     |              |      |  |  |
|                 | a) Private                                                                    | 0.50             | 3.00       | 4.00  | 7.50  | \$87                       | \$831      | \$972   | \$1,890 | \$1,849     | 98%                   | \$1,890      | 100%                   | \$41                 | 2%                  |              | [a]  |  |  |
|                 | b) Public                                                                     | 0.50             | 5.00       | 6.00  | 11.50 | \$87                       | \$1,385    | \$1,458 | \$2,930 | \$2,914     | 99%                   | \$2,930      | 100%                   | \$16                 | 1%                  |              | [a]  |  |  |
| 51              | Existing Pools / Spas – Repair or Renovation                                  | 0.50             | 1.00       | 1.00  | 2.50  | \$87                       | \$277      | \$243   | \$607   | \$605       | 100%                  | \$607        | 100%                   | \$2                  | 0%                  |              | [a]  |  |  |
| 52              | Re-Roofing                                                                    |                  |            |       |       |                            |            |         |         |             |                       |              |                        |                      |                     |              | [c]  |  |  |
|                 | Single-Family and Two-Family                                                  | 0.50             |            | 2.50  | 3.00  | \$87                       | \$0        | \$608   | \$695   | \$712       | 103%                  | \$695        | 100%                   | (\$18)               | -3%                 |              |      |  |  |
|                 | Multi-Family, Residential, each building                                      |                  |            |       |       |                            |            |         |         |             |                       |              |                        |                      |                     |              |      |  |  |
| 53              | a) Roof Area - 1,000 SF or Less                                               | 0.50             |            | 2.50  | 3.00  | \$87                       | \$0        | \$608   | \$695   | \$1,145     | 165%                  | \$695        | 100%                   | (\$450)              | -39%                |              |      |  |  |
|                 | b) Roof Area - 1,001 SF - 3,500 SF                                            | 0.50             |            | 4.50  | 5.00  | \$87                       | \$0        | \$1,094 | \$1,181 | \$1,145     | 97%                   | \$1,181      | 100%                   | \$36                 | 3%                  |              |      |  |  |
|                 | c) Roof Area - 3,501 SF - 7,000 SF                                            | 0.50             |            | 7.00  | 7.50  | \$87                       | \$0        | \$1,701 | \$1,788 | \$1,145     | 64%                   | \$1,788      | 100%                   | \$643                | 56%                 |              |      |  |  |
|                 | d) Roof Area - 7,001 SF - 14,000 SF                                           | 0.50             |            | 11.50 | 12.00 | \$87                       | \$0        | \$2,795 | \$2,882 | \$1,145     | 40%                   | \$2,882      | 100%                   | \$1,737              | 152%                |              |      |  |  |
|                 | e) Roof Area - 14,001+ SF                                                     |                  |            |       |       |                            |            |         |         |             |                       |              |                        |                      |                     |              |      |  |  |
|                 | i) Base Fee for First 14,000 SF Roof Area                                     | 0.50             |            | 11.50 | 12.00 | \$87                       | \$0        | \$2,795 | \$2,882 | \$1,145     | 40%                   | \$2,882      | 100%                   | \$1,737              | 152%                |              |      |  |  |
|                 | ii) Fee for Each Additional 100 SF or Fraction Thereof                        |                  |            | 0.07  | 0.07  | \$0                        | \$0        | \$16    | \$16    |             |                       | \$16         | 100%                   | \$16                 | varies              |              |      |  |  |
|                 | Commercial/Industrial, each building                                          |                  |            |       |       |                            |            |         |         |             |                       |              |                        |                      |                     |              |      |  |  |
|                 | a) Roof Area - 1,000 SF or Less                                               | 0.50             |            | 3.50  | 4.00  | \$87                       | \$0        | \$851   | \$938   | \$1,449     | 155%                  | \$938        | 100%                   | (\$512)              | -35%                |              |      |  |  |
|                 | b) Roof Area - 1,001 SF - 3,500 SF                                            | 0.50             |            | 6.00  | 6.50  | \$87                       | \$0        | \$1,458 | \$1,545 | \$1,449     | 94%                   | \$1,545      | 100%                   | \$96                 | 7%                  |              |      |  |  |
| 54              | c) Roof Area - 3,501 SF - 7,000 SF                                            | 0.50             |            | 9.00  | 9.50  | \$87                       | \$0        | \$2,187 | \$2,274 | \$1,449     | 64%                   | \$2,274      | 100%                   | \$825                | 57%                 |              |      |  |  |
|                 | d) Roof Area - 7,001 SF - 14,000 SF                                           | 0.50             |            | 14.50 | 15.00 | \$87                       | \$0        | \$3,524 | \$3,611 | \$1,449     | 40%                   | \$3,611      | 100%                   | \$2,162              | 149%                |              |      |  |  |
|                 | e) Roof Area - 14,001+ SF                                                     |                  |            |       |       |                            |            |         |         |             |                       |              |                        |                      |                     |              |      |  |  |
|                 | i) Base Fee for First 14,000 SF Roof Area                                     | 0.50             |            | 14.50 | 15.00 | \$87                       | \$0        | \$3,524 | \$3,611 | \$1,449     | 40%                   | \$3,611      | 100%                   | \$2,162              | 149%                |              |      |  |  |
|                 | ii) Fee for Each Additional 100 SF or Fraction Thereof                        |                  |            | 0.08  | 0.08  | \$0                        | \$0        | \$20    | \$20    |             |                       | \$20         | 100%                   | \$20                 | varies              |              |      |  |  |
|                 | Miscellaneous Fee                                                             |                  |            |       |       |                            |            |         |         |             |                       |              |                        |                      |                     |              |      |  |  |
|                 | Change of Address                                                             | 1.00             | 1.00       | 1.00  | 3.00  | \$174                      | \$277      | \$243   | \$694   | \$709       | 102%                  | \$694        | 100%                   | (\$15)               | -2%                 | per request  |      |  |  |
|                 | Extension of Plan Check                                                       | 0.50             |            |       | 0.50  | \$87                       | \$0        | \$0     | \$87    | \$104       | 120%                  | \$87         | 100%                   | (\$17)               | -17%                |              |      |  |  |
|                 | Extension of Permit                                                           | 0.50             |            |       | 0.50  | \$87                       | \$0        | \$0     | \$87    | \$104       | 120%                  | \$87         | 100%                   | (\$17)               | -17%                |              |      |  |  |
|                 | 58                                                                            | Records Research | 0.50       |       |       | 0.50                       | \$87       | \$0     | \$0     | \$87        | \$104                 | 120%         | \$87                   | 100%                 | (\$17)              | -17%         |      |  |  |
| 59              | Records Research with Documentation, per Address                              | 0.75             |            |       | 0.75  | \$131                      | \$0        | \$0     | \$131   | \$156       | 120%                  | \$131        | 100%                   | (\$26)               | -17%                | per address  |      |  |  |
| 60              | Report of Monthly or Yrly Bldg Permit Activity (no charge to public agencies) | 0.50             |            |       | 0.50  | \$87                       | \$0        | \$0     | \$87    | \$104       | 120%                  | \$87         | 100%                   | (\$17)               | -17%                |              |      |  |  |
| 61              | Re-issuing of Building Permit Card                                            | 0.33             |            |       | 0.33  | \$58                       | \$0        | \$0     | \$58    | \$69        | 120%                  | \$58         | 100%                   | (\$11)               | -17%                |              |      |  |  |
| 62              | Alternative Materials or Methods of Construction                              |                  | 3.00       |       | 3.00  | \$0                        | \$831      | \$0     | \$831   | \$772       | 93%                   | \$831        | 100%                   | \$59                 | 8%                  |              |      |  |  |

| Fee Description                                    |                                                                  | Service Time |            |      |       | Fully-Burdened Hourly Rate |            |       |       |                   |                       |                   |                        |                      |                     |                  |      |
|----------------------------------------------------|------------------------------------------------------------------|--------------|------------|------|-------|----------------------------|------------|-------|-------|-------------------|-----------------------|-------------------|------------------------|----------------------|---------------------|------------------|------|
|                                                    |                                                                  | Permit Tech  | Plan Check | Insp | Total | Cost of Service            |            |       |       | Current Fee       | Current Cost Recovery | Proposed Fee      | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis     | Note |
|                                                    |                                                                  |              |            |      |       | Permit Tech                | Plan Check | Insp  | Total |                   |                       |                   |                        |                      |                     |                  |      |
| <b>Other Plan Check and Inspection Permit Fees</b> |                                                                  |              |            |      |       |                            |            |       |       |                   |                       |                   |                        |                      |                     |                  |      |
| 63                                                 | Inspection Investigation Fee (Construction w/o Permits, Per MMC) |              |            |      |       |                            |            |       |       | 100% of insp. Fee |                       | 100% of insp. Fee |                        | varies               | varies              |                  |      |
| 64                                                 | Reinspection Fee - per reinspection                              |              |            | 1.50 | 1.50  | \$0                        | \$0        | \$365 | \$365 | \$365             | 100%                  | \$365             | 100%                   | (\$0)                | 0%                  | per reinspection |      |
| 65                                                 | <del>Demolition Permit-</del>                                    |              |            |      |       |                            |            |       |       | <del>\$598</del>  |                       |                   |                        |                      |                     |                  | {a}  |
| 65                                                 | Revision / Deferred Submittal Plan Check - per hour              |              | 1.00       |      | 1.00  | \$0                        | \$277      | \$0   | \$277 | \$257             | 93%                   | \$277             | 100%                   | \$20                 | 8%                  | per hour         |      |
| 66                                                 | Digitizing                                                       |              |            |      |       |                            |            |       |       |                   |                       |                   |                        |                      |                     |                  |      |
|                                                    | a) Document Size up to 11"x17"                                   |              |            |      |       |                            |            |       |       | \$1               |                       | \$1               |                        | \$0                  | 0%                  | each             |      |
|                                                    | i) 1st 10 pages                                                  |              |            |      |       |                            |            |       |       | \$0.50            |                       | \$0.50            |                        | \$0.00               | 0%                  | each             |      |
|                                                    | ii) Each additional page                                         |              |            |      |       |                            |            |       |       | \$4               |                       | \$4               |                        | \$0                  | 0%                  | per page         |      |
|                                                    | b) Document Size Larger than 11"x17"                             |              |            |      |       |                            |            |       |       |                   |                       |                   |                        |                      |                     |                  |      |
| <b>Hourly Rates</b>                                |                                                                  |              |            |      |       |                            |            |       |       |                   |                       |                   |                        |                      |                     |                  |      |
| 67                                                 | Hourly Rates - Normal Business Hours                             |              |            |      |       |                            |            |       |       |                   |                       |                   |                        |                      |                     |                  |      |
|                                                    | a) Plan Check                                                    |              | 1.00       |      | 1.00  | \$0                        | \$277      | \$0   | \$277 | \$257             | 93%                   | \$277             | 100%                   | \$20                 | 8%                  |                  |      |
|                                                    | b) Inspection                                                    |              |            | 1.00 | 1.00  | \$0                        | \$0        | \$243 | \$243 | \$243             | 100%                  | \$243             | 100%                   | (\$0)                | 0%                  |                  |      |
| 68                                                 | Hourly Rates - Afterhours (Overtime)                             |              |            |      |       |                            |            |       |       |                   |                       |                   |                        |                      |                     |                  |      |
|                                                    | a) Plan Check                                                    |              | 1.20       |      | 1.20  | \$0                        | \$332      | \$0   | \$332 | \$308             | 93%                   | \$332             | 100%                   | \$25                 | 8%                  |                  |      |
|                                                    | b) Inspection                                                    |              |            | 1.20 | 1.20  | \$0                        | \$0        | \$292 | \$292 | \$289             | 99%                   | \$292             | 100%                   | \$2                  | 1%                  |                  |      |
| <b>Standard Permitting Fees</b>                    |                                                                  |              |            |      |       |                            |            |       |       |                   |                       |                   |                        |                      |                     |                  |      |
| 69                                                 | Community Planning Fee - % of Building Permit                    |              |            |      |       |                            |            |       |       | 5.00%             |                       | 5.00%             |                        |                      | 0%                  |                  |      |
| 70                                                 | Technology Fee - % of Building Permit                            |              |            |      |       |                            |            |       |       | 3.80%             |                       | 3.80%             |                        |                      | 0%                  |                  |      |
| <b>State Fees</b>                                  |                                                                  |              |            |      |       |                            |            |       |       |                   |                       |                   |                        |                      |                     |                  |      |
| 71                                                 | Strong Motion Instrumentation and Seismic Hazard Mapping Fees: * |              |            |      |       |                            |            |       |       |                   |                       |                   |                        |                      |                     |                  |      |
|                                                    | a) Category 1 - Residential - Min Fee = \$0.50                   |              |            |      | -     |                            |            |       |       | Val. x 0.00013    |                       | Val. x 0.00013    |                        | \$0                  | 0%                  |                  |      |
|                                                    | b) Category 2 - All Other Buildings - Min Fee = \$0.50           |              |            |      |       |                            |            |       |       | Val. x 0.00028    |                       | Val. x 0.00028    |                        | \$0                  | 0%                  |                  |      |
| 72                                                 | Building Standards Administration Special Revolving Fund: *      |              |            |      |       |                            |            |       |       |                   |                       |                   |                        |                      |                     |                  |      |
|                                                    | Permit Valuation                                                 |              |            |      |       |                            |            |       |       |                   |                       |                   |                        |                      |                     |                  |      |
|                                                    | a) \$1-\$25,000                                                  |              |            |      |       |                            |            |       |       | \$1               |                       | \$1               |                        | \$0                  | 0%                  |                  |      |
|                                                    | b) \$25,001 - \$50,000                                           |              |            |      |       |                            |            |       |       | \$2               |                       | \$2               |                        | \$0                  | 0%                  |                  |      |
|                                                    | c) \$50,001 - \$75,000                                           |              |            |      |       |                            |            |       |       | \$3               |                       | \$3               |                        | \$0                  | 0%                  |                  |      |
|                                                    | d) \$75,001 - \$100,000                                          |              |            |      |       |                            |            |       |       | \$4               |                       | \$4               |                        | \$0                  | 0%                  |                  |      |
|                                                    | e) Every \$25,000 or fraction thereof above \$100,000            |              |            |      |       |                            |            |       |       | \$1               |                       | \$1               |                        | \$0                  | 0%                  |                  |      |

| Fee Description |                                                                | Service Time |            |      |       | Fully-Burdened Hourly Rate |            |        |        |             |                       |              |                        |                      |                     |              |      |
|-----------------|----------------------------------------------------------------|--------------|------------|------|-------|----------------------------|------------|--------|--------|-------------|-----------------------|--------------|------------------------|----------------------|---------------------|--------------|------|
|                 |                                                                |              |            |      |       | \$174                      | \$277      | \$243  |        |             |                       |              |                        |                      |                     |              |      |
|                 |                                                                |              |            |      |       | Cost of Service            |            |        |        |             |                       |              |                        |                      |                     |              |      |
|                 |                                                                | Permit Tech  | Plan Check | Insp | Total | Permit Tech                | Plan Check | Insp   | Total  | Current Fee | Current Cost Recovery | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note |
| 73              | ELECTRICAL<br>Electrical Permit Issuance **                    | 1.00         |            |      | 1.00  | \$174                      | \$0        | \$0    | \$174  | \$208       | 120%                  | \$174        | 100%                   | (\$34)               | -17%                |              |      |
| 74              | Plan Check Fee - ( min. 1 hr) - per hour                       |              | 1.00       |      | 1.00  | \$0                        | \$277      | \$0    | \$277  | \$257       | 93%                   | \$277        | 100%                   | \$20                 | 8%                  | per hour     |      |
| 75              | Receptacle Outlets, multiple on one circuit                    |              |            |      |       |                            |            |        |        |             |                       |              |                        |                      |                     |              |      |
|                 | a) First 20                                                    |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122  | \$122  | \$122       | 100%                  | \$122        | 100%                   | (\$0)                | 0%                  |              |      |
|                 | b) Each additional 20                                          |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122  | \$122  | \$101       | 83%                   | \$122        | 100%                   | \$20                 | 20%                 |              |      |
| 76              | Receptacles or Junction box, fed from dedicated circuit - each |              |            | 0.25 | 0.25  | \$0                        | \$0        | \$61   | \$61   | \$61        | 100%                  | \$61         | 100%                   | (\$0)                | 0%                  | each         |      |
| 77              | Switches, Dimmers, Occupancy sensors, Sensor Power Packs, etc. |              |            |      |       |                            |            |        |        |             |                       |              |                        |                      |                     |              |      |
|                 | a) First 20                                                    |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122  | \$122  | \$122       | 100%                  | \$122        | 100%                   | (\$0)                | 0%                  |              |      |
|                 | b) Each additional 20                                          |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122  | \$122  | \$101       | 83%                   | \$122        | 100%                   | \$20                 | 20%                 |              |      |
| 78              | Lighting Fixtures, Sockets                                     |              |            |      |       |                            |            |        |        |             |                       |              |                        |                      |                     |              |      |
|                 | a) First 20                                                    |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122  | \$122  | \$122       | 100%                  | \$122        | 100%                   | (\$0)                | 0%                  |              |      |
|                 | b) Each additional 20                                          |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122  | \$122  | \$101       | 83%                   | \$122        | 100%                   | \$20                 | 20%                 |              |      |
| 79              | Track lighting with fixtures - per linear feet                 |              |            | 0.01 | 0.01  | \$0.00                     | \$0.00     | \$1.22 | \$1.22 | \$1.22      | 100%                  | \$1.22       | 100%                   | (\$0)                | 0%                  |              |      |
| 80              | Pole/Platform-Mounted/Theatrical Fixtures - each               |              |            | 0.25 | 0.25  | \$0                        | \$0        | \$61   | \$61   | \$61        | 100%                  | \$61         | 100%                   | (\$0)                | 0%                  | each         |      |
| 81              | Circuit Breaker Panel/Subpanel, Lighting Control Panel – each  |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122  | \$122  | \$101       | 83%                   | \$122        | 100%                   | \$20                 | 20%                 | each         |      |
| 82              | Residential Equipment, hardwired from dedicated circuit – each |              |            | 0.25 | 0.25  | \$0                        | \$0        | \$61   | \$61   | \$61        | 100%                  | \$61         | 100%                   | (\$0)                | 0%                  | each         |      |
| 83              | Commercial Equipment, hardwired from dedicated circuit – each  |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122  | \$122  | \$101       | 83%                   | \$122        | 100%                   | \$20                 | 20%                 | each         |      |
| 84              | Power pole for cubicles                                        |              |            | 0.25 | 0.25  | \$0                        | \$0        | \$61   | \$61   | \$61        | 100%                  | \$61         | 100%                   | (\$0)                | 0%                  | each         |      |
| 85              | Generator                                                      |              |            |      |       |                            |            |        |        |             |                       |              |                        |                      |                     |              |      |
|                 | a) Portable                                                    |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122  | \$122  | \$122       | 100%                  | \$122        | 100%                   | (\$0)                | 0%                  | each         |      |
|                 | b) 10 kW or less                                               |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122  | \$122  | \$122       | 100%                  | \$122        | 100%                   | (\$0)                | 0%                  | each         |      |
|                 | c) More than 10 kW                                             |              |            | 0.75 | 0.75  | \$0                        | \$0        | \$182  | \$182  | \$182       | 100%                  | \$182        | 100%                   | (\$0)                | 0%                  | each         |      |
| 86              | Electrical vehicle charging station                            |              |            |      |       |                            |            |        |        |             |                       |              |                        |                      |                     |              |      |
|                 | a) Residential                                                 |              |            | 0.25 | 0.25  | \$0                        | \$0        | \$61   | \$61   | \$61        | 100%                  | \$61         | 100%                   | (\$0)                | 0%                  |              |      |
|                 | b) Commercial                                                  |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122  | \$122  | \$101       | 83%                   | \$122        | 100%                   | \$20                 | 20%                 |              |      |
| 87              | HEPA filter                                                    |              |            |      |       |                            |            |        |        |             |                       |              |                        |                      |                     |              |      |
|                 | a) First 20                                                    |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122  | \$122  | \$122       | 100%                  | \$122        | 100%                   | (\$0)                | 0%                  |              |      |
|                 | b) Each additional 20                                          |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122  | \$122  | \$101       | 83%                   | \$122        | 100%                   | \$20                 | 20%                 |              |      |
| 88              | Time Clock                                                     |              |            | 0.25 | 0.25  | \$0                        | \$0        | \$61   | \$61   | \$61        | 100%                  | \$61         | 100%                   | (\$0)                | 0%                  | each         |      |

| Fee Description |                                                                     | Service Time    |            |      |       | Fully-Burdened Hourly Rate |            |       |       |       |      |       |      |        |      |             |  |             |                       |
|-----------------|---------------------------------------------------------------------|-----------------|------------|------|-------|----------------------------|------------|-------|-------|-------|------|-------|------|--------|------|-------------|--|-------------|-----------------------|
|                 |                                                                     | Cost of Service |            |      |       |                            |            |       |       |       |      |       |      |        |      |             |  |             |                       |
|                 |                                                                     | Permit Tech     | Plan Check | Insp | Total | Permit Tech                | Plan Check | Insp  | Total |       |      |       |      |        |      |             |  | Current Fee | Current Cost Recovery |
| 89              | Sign, lighting systems from one branch circuit                      |                 |            |      |       |                            |            |       |       |       |      |       |      |        |      |             |  |             |                       |
|                 | a) First one                                                        |                 |            | 1.00 | 1.00  | \$0                        | \$0        | \$243 | \$243 | \$243 | 100% | \$243 | 100% | (\$0)  | 0%   |             |  |             |                       |
|                 | b) Each additional                                                  |                 |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$122 | 100% | \$122 | 100% | (\$0)  | 0%   |             |  |             |                       |
| 90              | Services                                                            |                 |            |      |       |                            |            |       |       |       |      |       |      |        |      |             |  |             |                       |
|                 | a) Not over 200 amps (new or change) – each                         |                 |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$122 | 100% | \$122 | 100% | (\$0)  | 0%   | each        |  |             |                       |
|                 | b) 201 amps - 1000 amps (new or change)                             |                 |            | 1.00 | 1.00  | \$0                        | \$0        | \$243 | \$243 | \$243 | 100% | \$243 | 100% | (\$0)  | 0%   | each        |  |             |                       |
|                 | c) Over 1000 amperes (new or change)                                |                 |            | 1.25 | 1.25  | \$0                        | \$0        | \$304 | \$304 | \$304 | 100% | \$304 | 100% | (\$0)  | 0%   | each        |  |             |                       |
| 91              | Power Apparatus (UPS) or Transformer                                |                 |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$101 | 83%  | \$122 | 100% | \$20   | 20%  | each        |  |             |                       |
| 92              | Miscellaneous Apparatus, Conduits & Conductors                      |                 |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$101 | 83%  | \$122 | 100% | \$20   | 20%  | each        |  |             |                       |
| 93              | Construction Temporary Power Pole with service panel, each pole     |                 |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$122 | 100% | \$122 | 100% | (\$0)  | 0%   |             |  |             |                       |
| 94              | Elevator                                                            |                 |            | 1.00 | 1.00  | \$0                        | \$0        | \$243 | \$243 | \$243 | 100% | \$243 | 100% | (\$0)  | 0%   | each        |  |             |                       |
| 95              | Special Circuitry, per circuit                                      |                 |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$101 | 83%  | \$122 | 100% | \$20   | 20%  | per circuit |  |             |                       |
|                 | MECHANICAL                                                          |                 |            |      |       |                            |            |       |       |       |      |       |      |        |      |             |  |             |                       |
| 96              | Mechanical Permit Issuance **                                       | 1.00            |            |      | 1.00  | \$174                      | \$0        | \$0   | \$174 | \$208 | 120% | \$174 | 100% | (\$34) | -17% |             |  |             |                       |
| 97              | Plan Check Fee (min.1 hr)                                           |                 | 1.00       |      | 1.00  | \$0                        | \$277      | \$0   | \$277 | \$257 | 93%  | \$277 | 100% | \$20   | 8%   | per hour    |  |             |                       |
| 98              | Install Furnace or Heater, Residential (not including duct work)    |                 |            | 0.75 | 0.75  | \$0                        | \$0        | \$182 | \$182 | \$162 | 89%  | \$182 | 100% | \$20   | 12%  |             |  |             |                       |
| 99              | Install, Relocate, Replace Flue Vent (not including with appliance) |                 |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$122 | 100% | \$122 | 100% | (\$0)  | 0%   |             |  |             |                       |
| 100             | Install Hood with Mechanical Exhaust                                |                 |            |      |       |                            |            |       |       |       |      |       |      |        |      |             |  |             |                       |
|                 | a) Residential                                                      |                 |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$101 | 83%  | \$122 | 100% | \$20   | 20%  |             |  |             |                       |
|                 | b) Commercial                                                       |                 |            | 1.00 | 1.00  | \$0                        | \$0        | \$243 | \$243 | \$243 | 100% | \$243 | 100% | (\$0)  | 0%   |             |  |             |                       |
| 101             | Duct Work per VAV or Single Zone System                             |                 |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$101 | 83%  | \$122 | 100% | \$20   | 20%  |             |  |             |                       |
| 102             | Install Industrial-type Incinerator                                 |                 |            | 0.75 | 0.75  | \$0                        | \$0        | \$182 | \$182 | \$182 | 100% | \$182 | 100% | (\$0)  | 0%   |             |  |             |                       |
| 103             | Install                                                             |                 |            |      |       |                            |            |       |       |       |      |       |      |        |      |             |  |             |                       |
|                 | a) Boiler (each)                                                    |                 |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$122 | 100% | \$122 | 100% | (\$0)  | 0%   | each        |  |             |                       |
|                 | b) Condenser, VAV or Fan Coil 0-5 ton <2000 CFM (each)              |                 |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$122 | 100% | \$122 | 100% | (\$0)  | 0%   | each        |  |             |                       |
|                 | c) Condenser, VAV or Fan Coil Over 5 ton >2000 CFM (each)           |                 |            | 1.00 | 1.00  | \$0                        | \$0        | \$243 | \$243 | \$243 | 100% | \$243 | 100% | (\$0)  | 0%   | each        |  |             |                       |
| 104             | Roof-top HVAC package unit including duct work                      |                 |            | 1.00 | 1.00  | \$0                        | \$0        | \$243 | \$243 | \$243 | 100% | \$243 | 100% | (\$0)  | 0%   |             |  |             |                       |
| 105             | Dryer vent                                                          |                 |            |      |       |                            |            |       |       |       |      |       |      |        |      |             |  |             |                       |
|                 | a) Dryer vent, residential                                          |                 |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$101 | 83%  | \$122 | 100% | \$20   | 20%  | each        |  |             |                       |
|                 | b) Dryer vent, commercial                                           |                 |            | 1.00 | 1.00  | \$0                        | \$0        | \$243 | \$243 | \$243 | 100% | \$243 | 100% | (\$0)  | 0%   | each        |  |             |                       |

| Fee Description |                                                                                             | Service Time |            |      |       | Fully-Burdened Hourly Rate |            |       |       |             |                       |              |                        |                      |                     |              |      |
|-----------------|---------------------------------------------------------------------------------------------|--------------|------------|------|-------|----------------------------|------------|-------|-------|-------------|-----------------------|--------------|------------------------|----------------------|---------------------|--------------|------|
|                 |                                                                                             |              |            |      |       | \$174                      | \$277      | \$243 |       |             |                       |              |                        |                      |                     |              |      |
|                 |                                                                                             |              |            |      |       | Cost of Service            |            |       |       |             |                       |              |                        |                      |                     |              |      |
|                 |                                                                                             | Permit Tech  | Plan Check | Insp | Total | Permit Tech                | Plan Check | Insp  | Total | Current Fee | Current Cost Recovery | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note |
| 106             | Pump                                                                                        |              |            | 0.75 | 0.75  | \$0                        | \$0        | \$182 | \$182 | \$182       | 100%                  | \$182        | 100%                   | (\$0)                | 0%                  | each         |      |
| 107             | Install/Replace Fire or Fire/Smoke Dampers - 5 (or portion of)                              |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$122       | 100%                  | \$122        | 100%                   | (\$0)                | 0%                  |              |      |
| 108             | Non-portable Evaporative Cooler                                                             |              |            | 0.75 | 0.75  | \$0                        | \$0        | \$182 | \$182 | \$182       | 100%                  | \$182        | 100%                   | (\$0)                | 0%                  |              |      |
| 109             | Single Bathroom Ventilation Fan and Duct                                                    |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$101       | 83%                   | \$122        | 100%                   | \$20                 | 20%                 |              |      |
| 110             | Ventilation System, not HVAC                                                                |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$122       | 100%                  | \$122        | 100%                   | (\$0)                | 0%                  |              |      |
| 111             | Other Regulated Appliance                                                                   |              |            | 0.75 | 0.75  | \$0                        | \$0        | \$182 | \$182 | \$182       | 100%                  | \$182        | 100%                   | (\$0)                | 0%                  |              |      |
| 112             | Process Piping                                                                              |              |            |      |       |                            |            |       |       |             |                       |              |                        |                      |                     |              |      |
|                 | a) Hazardous process piping system                                                          |              |            |      |       |                            |            |       |       |             |                       |              |                        |                      |                     |              |      |
|                 | i) First 4 outlets                                                                          |              |            | 0.75 | 0.75  | \$0                        | \$0        | \$182 | \$182 | \$182       | 100%                  | \$182        | 100%                   | (\$0)                | 0%                  | per outlet   |      |
|                 | ii) Over 4 outlets - per outlet                                                             |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$101       | 83%                   | \$122        | 100%                   | \$20                 | 20%                 | per outlet   |      |
|                 | b) Non-Hazardous process piping system                                                      |              |            |      |       |                            |            |       |       |             |                       |              |                        |                      |                     |              |      |
|                 | i) First 4 outlets                                                                          |              |            | 0.75 | 0.75  | \$0                        | \$0        | \$182 | \$182 | \$182       | 100%                  | \$182        | 100%                   | (\$0)                | 0%                  | per outlet   |      |
|                 | ii) Over 4 outlets - per outlet                                                             |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$101       | 83%                   | \$122        | 100%                   | \$20                 | 20%                 | per outlet   |      |
|                 | PLUMBING                                                                                    |              |            |      |       |                            |            |       |       |             |                       |              |                        |                      |                     |              |      |
| 113             | Plumbing Permit Issuance **                                                                 | 1.00         |            |      | 1.00  | \$174                      | \$0        | \$0   | \$174 | \$208       | 120%                  | \$174        | 100%                   | (\$34)               | -17%                |              |      |
| 114             | Plan Check Fee (min. 1 hr) - per hour                                                       |              | 1.00       |      | 1.00  | \$0                        | \$277      | \$0   | \$277 | \$257       | 93%                   | \$277        | 100%                   | \$20                 | 8%                  | per hour     |      |
| 115             | Plumbing Fixtures                                                                           |              |            |      |       |                            |            |       |       |             |                       |              |                        |                      |                     |              |      |
|                 | a) First 5 traps (or portion of)                                                            |              |            | 0.75 | 0.75  | \$0                        | \$0        | \$182 | \$182 | \$182       | 100%                  | \$182        | 100%                   | (\$0)                | 0%                  |              |      |
|                 | b) Each Additional trap                                                                     |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$101       | 83%                   | \$122        | 100%                   | \$20                 | 20%                 |              |      |
| 116             | Building Drain or Sewer (New or Replacement)                                                |              |            | 0.75 | 0.75  | \$0                        | \$0        | \$182 | \$182 | \$182       | 100%                  | \$182        | 100%                   | (\$0)                | 0%                  |              |      |
| 117             | Rain Water Drainage System                                                                  |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$122       | 100%                  | \$122        | 100%                   | (\$0)                | 0%                  |              |      |
| 118             | Water Heater and Vent                                                                       |              |            | 0.75 | 0.75  | \$0                        | \$0        | \$182 | \$182 | \$182       | 100%                  | \$182        | 100%                   | (\$0)                | 0%                  |              |      |
| 119             | Gas Piping System - (each appliance)                                                        |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$122       | 100%                  | \$122        | 100%                   | (\$0)                | 0%                  |              |      |
| 120             | Automatic Gas Shut-off Device (Seismic or Excess Flow) if not part of new gas piping system |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$122       | 100%                  | \$122        | 100%                   | (\$0)                | 0%                  |              |      |
| 121             | Industrial Waste Pre-Treatment System                                                       |              |            | 1.00 | 1.00  | \$0                        | \$0        | \$243 | \$243 | \$243       | 100%                  | \$243        | 100%                   | (\$0)                | 0%                  |              |      |
| 122             | Grease Trap                                                                                 |              |            | 0.75 | 0.75  | \$0                        | \$0        | \$182 | \$182 | \$182       | 100%                  | \$182        | 100%                   | (\$0)                | 0%                  |              |      |
| 123             | Grease Interceptor                                                                          |              |            | 1.00 | 1.00  | \$0                        | \$0        | \$243 | \$243 | \$243       | 100%                  | \$243        | 100%                   | (\$0)                | 0%                  |              |      |

| Fee Description |                                      | Service Time |            |      |       | Fully-Burdened Hourly Rate |            |       |       | Cost of Service |      |       |      |       |     |  |  | Current Fee | Current Cost Recovery | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note |
|-----------------|--------------------------------------|--------------|------------|------|-------|----------------------------|------------|-------|-------|-----------------|------|-------|------|-------|-----|--|--|-------------|-----------------------|--------------|------------------------|----------------------|---------------------|--------------|------|
|                 |                                      | Permit Tech  | Plan Check | Insp | Total | Permit Tech                | Plan Check | Insp  | Total |                 |      |       |      |       |     |  |  |             |                       |              |                        |                      |                     |              |      |
|                 |                                      |              |            |      |       |                            |            |       |       |                 |      |       |      |       |     |  |  |             |                       |              |                        |                      |                     |              |      |
| 124             | Water System Installation            |              |            |      |       |                            |            |       |       |                 |      |       |      |       |     |  |  |             |                       |              |                        |                      |                     |              |      |
|                 | a) New                               |              |            | 1.50 | 1.50  | \$0                        | \$0        | \$365 | \$365 | \$365           | 100% | \$365 | 100% | (\$0) | 0%  |  |  |             |                       |              |                        |                      |                     |              |      |
|                 | b) Re-pipe                           |              |            | 1.00 | 1.00  | \$0                        | \$0        | \$243 | \$243 | \$243           | 100% | \$243 | 100% | (\$0) | 0%  |  |  |             |                       |              |                        |                      |                     |              |      |
| 125             | Pump                                 |              |            | 0.75 | 0.75  | \$0                        | \$0        | \$182 | \$182 | \$182           | 100% | \$182 | 100% | (\$0) | 0%  |  |  |             |                       | each         |                        |                      |                     |              |      |
| 126             | Repair/Alteration of Drain/Vent      |              |            | 0.75 | 0.75  | \$0                        | \$0        | \$182 | \$182 | \$182           | 100% | \$182 | 100% | (\$0) | 0%  |  |  |             |                       |              |                        |                      |                     |              |      |
| 127             | Landscape Sprinkler System           |              |            | 0.75 | 0.75  | \$0                        | \$0        | \$182 | \$182 | \$182           | 100% | \$182 | 100% | (\$0) | 0%  |  |  |             |                       |              |                        |                      |                     |              |      |
| 128             | Landscape Reclaim Water              |              |            | 1.25 | 1.25  | \$0                        | \$0        | \$304 | \$304 | \$304           | 100% | \$304 | 100% | (\$0) | 0%  |  |  |             |                       | per valve    |                        |                      |                     |              |      |
| 129             | Backflow Protection                  |              |            |      |       |                            |            |       |       |                 |      |       |      |       |     |  |  |             |                       |              |                        |                      |                     |              |      |
|                 | a) first 5                           |              |            | 0.75 | 0.75  | \$0                        | \$0        | \$182 | \$182 | \$182           | 100% | \$182 | 100% | (\$0) | 0%  |  |  |             |                       |              |                        |                      |                     |              |      |
|                 | b) each additional 5 (or portion of) |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$101           | 83%  | \$122 | 100% | \$20  | 20% |  |  |             |                       |              |                        |                      |                     |              |      |
| 130             | Reclaim Water System, No Irrigation  |              |            | 1.50 | 1.50  | \$0                        | \$0        | \$365 | \$365 | \$365           | 100% | \$365 | 100% | (\$0) | 0%  |  |  |             |                       |              |                        |                      |                     |              |      |
| 131             | Private Sewage Disposal System       |              |            | 0.50 | 0.50  | \$0                        | \$0        | \$122 | \$122 | \$122           | 100% | \$122 | 100% | (\$0) | 0%  |  |  |             |                       |              |                        |                      |                     |              |      |

\* Fees set by the State of California and are subject to change.

\*\* Permit issuance fee. When more than one specialty permit (electrical, mechanical, plumbing) is concurrently issued to one applicant, only one permit issuance fee will be charged.

\*\*\* Full permit fees of the main building permit shall be paid prior to issuance of the temporary building permit.

[a] 60% of the permit fee is considered inspection fee for the purpose of processing refund request and applying inspection investigation fee.

[b] Each fee listed in this schedule is based on the estimated service time required to perform a standard service request. Additional fees may be charged on an hourly basis should the staff time spent exceed the allotted time based on the fees charged.

[c] Re-roofing fees assume no plan check required. Additional plan check fees will be charged on an hourly basis, should plan check be required.

| Fee Description |                                                             | Service Time |            |      |       | Fully-Burdened Hourly Rate |            |       |       |                          |                       |                          |                        |                      |                     |              |      |
|-----------------|-------------------------------------------------------------|--------------|------------|------|-------|----------------------------|------------|-------|-------|--------------------------|-----------------------|--------------------------|------------------------|----------------------|---------------------|--------------|------|
|                 |                                                             |              |            |      |       | \$174                      | \$277      | \$243 |       |                          |                       |                          |                        |                      |                     |              |      |
|                 |                                                             |              |            |      |       | Cost of Service            |            |       |       |                          |                       |                          |                        |                      |                     |              |      |
|                 |                                                             | Permit Tech  | Plan Check | Insp | Total | Permit Tech                | Plan Check | Insp  | Total | Current Fee              | Current Cost Recovery | Proposed Fee             | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note |
| 1               | Mobilehome Permit Fees                                      |              |            |      |       |                            |            |       |       |                          |                       |                          |                        |                      |                     |              |      |
|                 | Permit Issuance Fee                                         | 1.00         |            |      | 1.00  | \$174                      | \$0        | \$0   | \$174 | \$209                    | 120%                  | \$174                    | 100%                   | (\$35)               | -17%                | each         |      |
| 2               | Permits with HCD Standard Plan Approval:                    |              |            |      |       |                            |            |       |       | See Item A               |                       | See Item A               |                        |                      |                     | each         |      |
|                 | a) Mobile Home (MH) Unit Installation                       |              |            |      |       |                            |            |       |       | \$196 min.               |                       | \$196 min.               |                        |                      |                     | each         |      |
|                 | b) MH Unit Foundation System                                |              |            |      |       |                            |            |       |       | Table B                  |                       | Table B                  |                        |                      |                     | each         |      |
|                 | c) Accessory building and structure, and building component |              |            |      |       |                            |            |       |       | Table B                  |                       | Table B                  |                        |                      |                     | each         | [a]  |
|                 | d) Plumbing                                                 |              |            |      |       |                            |            |       |       | Table C                  |                       | Table C                  |                        |                      |                     | each         |      |
|                 | e) Mechanical                                               |              |            |      |       |                            |            |       |       | Table D                  |                       | Table D                  |                        |                      |                     | each         |      |
|                 | f) Electrical                                               |              |            |      |       |                            |            |       |       | Table E                  |                       | Table E                  |                        |                      |                     | each         |      |
|                 | g) Plan Review                                              |              |            |      |       |                            |            |       |       | N/A                      |                       | N/A                      |                        |                      |                     | each         |      |
| 3               | Permits without HCD Standard Plan Approval:                 |              |            |      |       |                            |            |       |       | See Item A               |                       | See Item A               |                        |                      |                     | each         |      |
|                 | a) Accessory building and structure, and building component |              |            |      |       |                            |            |       |       | Table B                  |                       | Table B                  |                        |                      |                     | each         | [a]  |
|                 | b) Plumbing                                                 |              |            |      |       |                            |            |       |       | Table C                  |                       | Table C                  |                        |                      |                     | each         |      |
|                 | c) Mechanical                                               |              |            |      |       |                            |            |       |       | Table D                  |                       | Table D                  |                        |                      |                     | each         |      |
|                 | d) Electrical                                               |              |            |      |       |                            |            |       |       | Table E                  |                       | Table E                  |                        |                      |                     | each         |      |
|                 | e) Plan Review                                              |              |            |      |       |                            |            |       |       |                          |                       |                          |                        |                      |                     |              |      |
|                 | i) First submittal                                          |              |            |      |       |                            |            |       |       | 1/2 of total permit fees |                       | 1/2 of total permit fees |                        |                      |                     | each         | [b]  |
|                 | ii) Each resubmittal                                        |              |            |      |       |                            |            |       |       |                          |                       |                          |                        |                      |                     |              |      |
|                 | a) First Hour                                               |              |            |      |       |                            |            |       |       | \$203                    |                       | \$203                    |                        | \$0                  | 0%                  | each         | [b]  |
|                 | b) Second and subsequent whole hour                         |              |            |      |       |                            |            |       |       | \$92                     |                       | \$92                     |                        | \$0                  | 0%                  | each         | [b]  |
|                 | c) Each 1/2 hour, or fractional part thereof                |              |            |      |       |                            |            |       |       | \$46                     |                       | \$46                     |                        | \$0                  | 0%                  | each         | [b]  |



| Fee Description |                                                                                                                                                                                                                                                                                                                          | Service Time |            |      |       | Fully-Burdened Hourly Rate |            |       |       | Current Fee                        | Current Cost Recovery | Proposed Fee                       | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|------|-------|----------------------------|------------|-------|-------|------------------------------------|-----------------------|------------------------------------|------------------------|----------------------|---------------------|--------------|------|
|                 |                                                                                                                                                                                                                                                                                                                          |              |            |      |       | \$174                      | \$277      | \$243 |       |                                    |                       |                                    |                        |                      |                     |              |      |
|                 |                                                                                                                                                                                                                                                                                                                          |              |            |      |       | Cost of Service            |            |       |       |                                    |                       |                                    |                        |                      |                     |              |      |
|                 |                                                                                                                                                                                                                                                                                                                          | Permit Tech  | Plan Check | Insp | Total | Permit Tech                | Plan Check | Insp  | Total |                                    |                       |                                    |                        |                      |                     |              |      |
| 4               | Item A<br>Permit Fees<br>a) First Inspection:<br>i) First Hour<br><br>ii) Second and subsequent whole hour<br>iii) Each 1/2 hour, or fractional part thereof<br>b) Re-Inspection (Each subsequent inspection)<br>i) First Hour<br>ii) Second and subsequent whole hour<br>iii) Each 1/2 hour, or fractional part thereof |              |            |      |       |                            |            |       |       |                                    |                       |                                    |                        |                      |                     |              |      |
|                 |                                                                                                                                                                                                                                                                                                                          |              |            |      |       |                            |            |       |       | Sum of all categories (\$196 min.) |                       | Sum of all categories (\$196 min.) |                        |                      |                     | each         |      |
|                 |                                                                                                                                                                                                                                                                                                                          |              |            |      |       |                            |            |       |       | \$82                               |                       | \$82                               |                        | \$0                  | 0%                  | each         |      |
|                 |                                                                                                                                                                                                                                                                                                                          |              |            |      |       |                            |            |       |       | \$41                               |                       | \$41                               |                        | \$0                  | 0%                  | each         |      |
|                 |                                                                                                                                                                                                                                                                                                                          |              |            |      |       |                            |            |       |       | \$178                              |                       | \$178                              |                        | \$0                  | 0%                  | each         |      |
|                 |                                                                                                                                                                                                                                                                                                                          |              |            |      |       |                            |            |       |       | \$82                               |                       | \$82                               |                        | \$0                  | 0%                  | each         |      |
|                 |                                                                                                                                                                                                                                                                                                                          |              |            |      |       |                            |            |       |       | \$41                               |                       | \$41                               |                        | \$0                  | 0%                  | each         |      |

| Fee Description |                                                                            | Service Time |            |      |       | Fully-Burdened Hourly Rate |            |       |       |             |                       |              |                        |                      |                     |              |      |
|-----------------|----------------------------------------------------------------------------|--------------|------------|------|-------|----------------------------|------------|-------|-------|-------------|-----------------------|--------------|------------------------|----------------------|---------------------|--------------|------|
|                 |                                                                            |              |            |      |       | \$174                      | \$277      | \$243 |       |             |                       |              |                        |                      |                     |              |      |
|                 |                                                                            |              |            |      |       | Cost of Service            |            |       |       |             |                       |              |                        |                      |                     |              |      |
|                 |                                                                            | Permit Tech  | Plan Check | Insp | Total | Permit Tech                | Plan Check | Insp  | Total | Current Fee | Current Cost Recovery | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note |
| 5               | <b>Table B: Construction Permit Fee</b>                                    |              |            |      |       |                            |            |       |       |             |                       |              |                        |                      |                     |              |      |
|                 | Total Valuation                                                            |              |            |      |       |                            |            |       |       |             |                       |              |                        |                      |                     |              |      |
|                 | a) Up to \$2,000                                                           |              |            |      |       |                            |            |       |       | \$45.00     |                       | \$45.00      |                        | \$0.00               | 0%                  | each         |      |
|                 | b) \$2,001 - \$25,000                                                      |              |            |      |       |                            |            |       |       |             |                       |              |                        |                      |                     |              |      |
|                 | i) Base fee for first \$2,000                                              |              |            |      |       |                            |            |       |       | \$45.00     |                       | \$45.00      |                        | \$0.00               | 0%                  | each         |      |
|                 | ii) Fee for each additional \$1,000 or fraction thereof, up to \$25,000    |              |            |      |       |                            |            |       |       | \$9.00      |                       | \$9.00       |                        | \$0.00               | 0%                  | each         |      |
|                 | c) \$25,001 - \$50,000                                                     |              |            |      |       |                            |            |       |       |             |                       |              |                        |                      |                     |              |      |
|                 | i) Base fee for first \$25,000                                             |              |            |      |       |                            |            |       |       | \$252.00    |                       | \$252.00     |                        | \$0.00               | 0%                  | each         |      |
|                 | ii) Fee for each additional \$1,000 or fraction thereof, up to \$50,000    |              |            |      |       |                            |            |       |       | \$6.50      |                       | \$6.50       |                        | \$0.00               | 0%                  | each         |      |
|                 | d) \$50,001 - \$100,000                                                    |              |            |      |       |                            |            |       |       |             |                       |              |                        |                      |                     |              |      |
|                 | i) Base fee for first \$50,000                                             |              |            |      |       |                            |            |       |       | \$414.50    |                       | \$414.50     |                        | \$0.00               | 0%                  | each         |      |
|                 | ii) Fee for each additional \$1,000 or fraction thereof, up to \$100,000   |              |            |      |       |                            |            |       |       | \$4.50      |                       | \$4.50       |                        | \$0.00               | 0%                  | each         |      |
|                 | e) \$100,001 - \$500,000                                                   |              |            |      |       |                            |            |       |       |             |                       |              |                        |                      |                     |              |      |
|                 | i) Base fee for first \$100,000                                            |              |            |      |       |                            |            |       |       | \$639.50    |                       | \$639.50     |                        | \$0.00               | 0%                  | each         |      |
|                 | ii) Fee for each additional \$1,000 or fraction thereof, up to \$500,000   |              |            |      |       |                            |            |       |       | \$3.50      |                       | \$3.50       |                        | \$0.00               | 0%                  | each         |      |
|                 | f) \$500,001 - \$1,000,000                                                 |              |            |      |       |                            |            |       |       |             |                       |              |                        |                      |                     |              |      |
|                 | i) Base fee for first \$500,000                                            |              |            |      |       |                            |            |       |       | \$2,039.50  |                       | \$2,039.50   |                        | \$0.00               | 0%                  | each         |      |
|                 | ii) Fee for each additional \$1,000 or fraction thereof, up to \$1,000,000 |              |            |      |       |                            |            |       |       | \$3.00      |                       | \$3.00       |                        | \$0.00               | 0%                  | each         |      |
|                 | g) \$1,000,001 and Greater                                                 |              |            |      |       |                            |            |       |       |             |                       |              |                        |                      |                     |              |      |
|                 | i) Base fee for first \$1,000,000                                          |              |            |      |       |                            |            |       |       | \$3,539.50  |                       | \$3,539.50   |                        | \$0.00               | 0%                  | each         |      |
|                 | ii) Fee for each additional \$1,000 or fraction thereof                    |              |            |      |       |                            |            |       |       | \$2.00      |                       | \$2.00       |                        | \$0.00               | 0%                  | each         |      |

| Table C: Plumbing Permit Fee |                                                                                                                            |              |            |      |       |                            |            |      |       |             |                       |              |                        |                      |                     |              |      |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------|--------------|------------|------|-------|----------------------------|------------|------|-------|-------------|-----------------------|--------------|------------------------|----------------------|---------------------|--------------|------|
| Fee Description              |                                                                                                                            | Service Time |            |      |       | Fully-Burdened Hourly Rate |            |      |       | Current Fee | Current Cost Recovery | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note |
|                              |                                                                                                                            | Permit Tech  | Plan Check | Insp | Total | Permit Tech                | Plan Check | Insp | Total |             |                       |              |                        |                      |                     |              |      |
|                              |                                                                                                                            |              |            |      |       | Cost of Service            |            |      |       |             |                       |              |                        |                      |                     |              |      |
| 6                            | Each plumbing fixture, trap, set of fixtures on one trap, including water, drainage piping and backflow protection thereof |              |            |      |       |                            |            |      |       | \$3.00      |                       | \$3.00       |                        | \$0.00               | 0%                  | each         |      |
| 7                            | Each building sewer                                                                                                        |              |            |      |       |                            |            |      |       | \$14.00     |                       | \$14.00      |                        | \$0.00               | 0%                  | each         |      |
| 8                            | Each private sewage disposal system                                                                                        |              |            |      |       |                            |            |      |       | \$14.00     |                       | \$14.00      |                        | \$0.00               | 0%                  | each         |      |
| 9                            | Each water heater and/or vent                                                                                              |              |            |      |       |                            |            |      |       | \$7.00      |                       | \$7.00       |                        | \$0.00               | 0%                  | each         |      |
| 10                           | Each gas piping system for one to five outlets                                                                             |              |            |      |       |                            |            |      |       | \$7.00      |                       | \$7.00       |                        | \$0.00               | 0%                  | each         |      |
| 11                           | Each gas piping system for six or more outlets, per outlet                                                                 |              |            |      |       |                            |            |      |       | \$1.50      |                       | \$1.50       |                        | \$0.00               | 0%                  | each         |      |
| 12                           | Each gas regulator                                                                                                         |              |            |      |       |                            |            |      |       | \$1.50      |                       | \$1.50       |                        | \$0.00               | 0%                  | each         |      |
| 13                           | Each water branch service outlet or outlets at the same location, or each fixture supply                                   |              |            |      |       |                            |            |      |       | \$1.00      |                       | \$1.00       |                        | \$0.00               | 0%                  | each         |      |
| 14                           | Each installation of water treating equipment                                                                              |              |            |      |       |                            |            |      |       | \$7.00      |                       | \$7.00       |                        | \$0.00               | 0%                  | each         |      |
| 15                           | Alteration or repair of water piping or water treating equipment                                                           |              |            |      |       |                            |            |      |       | \$7.00      |                       | \$7.00       |                        | \$0.00               | 0%                  | each         |      |
| 16                           | Alteration or repair of drainage or vent piping                                                                            |              |            |      |       |                            |            |      |       | \$7.00      |                       | \$7.00       |                        | \$0.00               | 0%                  | each         |      |
| 17                           | Each lawn sprinkler system on any one meter, including backflow protection devices                                         |              |            |      |       |                            |            |      |       | \$7.00      |                       | \$7.00       |                        | \$0.00               | 0%                  | each         |      |
| 18                           | Vacuum breakers or backflow protective devices on tanks, vats, etc., or for installation on unprotected plumbing fixtures: |              |            |      |       |                            |            |      |       |             |                       |              |                        |                      |                     |              |      |
|                              | a) One to five                                                                                                             |              |            |      |       |                            |            |      |       | \$7.00      |                       | \$7.00       |                        | \$0.00               | 0%                  | each         |      |
|                              | b) Over five, each additional                                                                                              |              |            |      |       |                            |            |      |       | \$3.00      |                       | \$3.00       |                        | \$0.00               | 0%                  | each         |      |

|                 |                                                                                                                                                                                                                                                 |              |            |       |       | Fully-Burdened Hourly Rate |            |      |       |  |  |  |  |  |  |  |  |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|-------|-------|----------------------------|------------|------|-------|--|--|--|--|--|--|--|--|
|                 |                                                                                                                                                                                                                                                 | \$174        |            | \$277 |       | \$243                      |            |      |       |  |  |  |  |  |  |  |  |
|                 |                                                                                                                                                                                                                                                 |              |            |       |       |                            |            |      |       |  |  |  |  |  |  |  |  |
| Fee Description |                                                                                                                                                                                                                                                 | Service Time |            |       |       | Cost of Service            |            |      |       |  |  |  |  |  |  |  |  |
|                 |                                                                                                                                                                                                                                                 | Permit Tech  | Plan Check | Insp  | Total | Permit Tech                | Plan Check | Insp | Total |  |  |  |  |  |  |  |  |
| 19              | <b>Table D: Mechanical Permit Fee</b><br>The installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 BTU                             |              |            |       |       |                            |            |      |       |  |  |  |  |  |  |  |  |
| 20              | The installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 BTU                                                                                      |              |            |       |       |                            |            |      |       |  |  |  |  |  |  |  |  |
| 21              | The installation or relocation of each floor furnace, including vent                                                                                                                                                                            |              |            |       |       |                            |            |      |       |  |  |  |  |  |  |  |  |
| 22              | The installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater                                                                                                                                      |              |            |       |       |                            |            |      |       |  |  |  |  |  |  |  |  |
| 23              | The installation, relocation or replacement of each appliance vent installed and not included in an appliance permit                                                                                                                            |              |            |       |       |                            |            |      |       |  |  |  |  |  |  |  |  |
| 24              | The repair of, alteration of, or addition to each heating appliance, refrigeration unit, comfort cooling unit, absorption unit, or each comfort heating, cooling, absorption, or evaporative cooling system, including installation of controls |              |            |       |       |                            |            |      |       |  |  |  |  |  |  |  |  |
| 25              | The installation or relocation of each boiler or compressor to and including three horsepower or each absorption system to and including 100,000 BTU                                                                                            |              |            |       |       |                            |            |      |       |  |  |  |  |  |  |  |  |
| 26              | The installation or relocation of each boiler or compressor over three horsepower or each absorption system over 100,000 BTU                                                                                                                    |              |            |       |       |                            |            |      |       |  |  |  |  |  |  |  |  |
| 27              | Each air handling unit, including ducts attached thereto                                                                                                                                                                                        |              |            |       |       |                            |            |      |       |  |  |  |  |  |  |  |  |
| 28              | For each evaporative cooler other than portable type                                                                                                                                                                                            |              |            |       |       |                            |            |      |       |  |  |  |  |  |  |  |  |
| 29              | For each vent fan connected to a single duct                                                                                                                                                                                                    |              |            |       |       |                            |            |      |       |  |  |  |  |  |  |  |  |
| 30              | For each vent ventilation system which is not a portion of any heating or air conditioning system authorized by a permit                                                                                                                        |              |            |       |       |                            |            |      |       |  |  |  |  |  |  |  |  |
| 31              | Each installation of equipment regulated by this chapter for which no other fee is listed                                                                                                                                                       |              |            |       |       |                            |            |      |       |  |  |  |  |  |  |  |  |

| Fee Description                |                                                                                                                       | Service Time   |               |      |       | Fully-Burdened Hourly Rate |               |       |       |             |                             |                 |                              |                            |                           |                 |      |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------|----------------|---------------|------|-------|----------------------------|---------------|-------|-------|-------------|-----------------------------|-----------------|------------------------------|----------------------------|---------------------------|-----------------|------|
|                                |                                                                                                                       |                |               |      |       | \$174                      | \$277         | \$243 |       |             |                             |                 |                              |                            |                           |                 |      |
|                                |                                                                                                                       |                |               |      |       | Cost of Service            |               |       |       |             |                             |                 |                              |                            |                           |                 |      |
|                                |                                                                                                                       | Permit<br>Tech | Plan<br>Check | Insp | Total | Permit<br>Tech             | Plan<br>Check | Insp  | Total | Current Fee | Current<br>Cost<br>Recovery | Proposed<br>Fee | Proposed<br>Cost<br>Recovery | Proposed<br>Change<br>(\$) | Proposed<br>Change<br>(%) | Charge<br>Basis | Note |
| Table E: Electrical Permit Fee |                                                                                                                       |                |               |      |       |                            |               |       |       |             |                             |                 |                              |                            |                           |                 |      |
| 32                             | Each wiring outlet where current is used or controlled, except services, sub-feeders and meter outlets                |                |               |      |       |                            |               |       |       | \$0.35      |                             | \$0.35          |                              | \$0.00                     | 0%                        | each            |      |
| 33                             | Each fixture, socket or other lamp holding device                                                                     |                |               |      |       |                            |               |       |       | \$0.35      |                             | \$0.35          |                              | \$0.00                     | 0%                        | each            |      |
| 34                             | Each motor of not more than 50 h.p.                                                                                   |                |               |      |       |                            |               |       |       | \$4.25      |                             | \$4.25          |                              | \$0.00                     | 0%                        | each            |      |
| 35                             | Each motor of more than 50 h.p.                                                                                       |                |               |      |       |                            |               |       |       | \$10.50     |                             | \$10.50         |                              | \$0.00                     | 0%                        | each            |      |
| 36                             | Each mercury arc lamp and equipment                                                                                   |                |               |      |       |                            |               |       |       | \$1.00      |                             | \$1.00          |                              | \$0.00                     | 0%                        | each            |      |
| 37                             | Each range, water heater or clothes dryer installation                                                                |                |               |      |       |                            |               |       |       | \$7.00      |                             | \$7.00          |                              | \$0.00                     | 0%                        | each            |      |
| 38                             | Each space heater or infrared heat installation                                                                       |                |               |      |       |                            |               |       |       | \$1.50      |                             | \$1.50          |                              | \$0.00                     | 0%                        | each            |      |
| 39                             | Each stationary cooking unit, oven, or space heater                                                                   |                |               |      |       |                            |               |       |       | \$1.50      |                             | \$1.50          |                              | \$0.00                     | 0%                        | each            |      |
| 40                             | Each garbage disposer, dishwasher, or fixed motor-operated appliance not exceeding ½ h.p.                             |                |               |      |       |                            |               |       |       | \$1.50      |                             | \$1.50          |                              | \$0.00                     | 0%                        | each            |      |
| 41                             | Working light in buildings in course of construction or undergoing repairs, or where temporary lighting is to be used |                |               |      |       |                            |               |       |       | \$3.00      |                             | \$3.00          |                              | \$0.00                     | 0%                        | each            |      |
| 42                             | Each incandescent electric sign                                                                                       |                |               |      |       |                            |               |       |       | \$1.50      |                             | \$1.50          |                              | \$0.00                     | 0%                        | each            |      |
| 43                             | Electric signs or outline lighting, luminous gas type with: 1 to 4 transformers                                       |                |               |      |       |                            |               |       |       | \$3.00      |                             | \$3.00          |                              | \$0.00                     | 0%                        | each            |      |
| 44                             | Additional transformers, each                                                                                         |                |               |      |       |                            |               |       |       | \$0.35      |                             | \$0.35          |                              | \$0.00                     | 0%                        | each            |      |
| 45                             | Each rectifier and synchronous converter, per kw.                                                                     |                |               |      |       |                            |               |       |       | \$0.35      |                             | \$0.35          |                              | \$0.00                     | 0%                        | each            |      |
| 46                             | Each additional circuit for a mobile home accessory building or structure or other electrical equipment               |                |               |      |       |                            |               |       |       | \$1.50      |                             | \$1.50          |                              | \$0.00                     | 0%                        | each            |      |
| 47                             | Each service:                                                                                                         |                |               |      |       |                            |               |       |       |             |                             |                 |                              |                            |                           |                 |      |
|                                | a) 600 volts or less, not over 200-amperes                                                                            |                |               |      |       |                            |               |       |       | \$7.00      |                             | \$7.00          |                              | \$0.00                     | 0%                        | each            |      |
|                                | b) 600 volts or less, over 200-amperes                                                                                |                |               |      |       |                            |               |       |       | \$10.00     |                             | \$10.00         |                              | \$0.00                     | 0%                        | each            |      |
|                                | c) Over 600 volts                                                                                                     |                |               |      |       |                            |               |       |       | \$14.00     |                             | \$14.00         |                              | \$0.00                     | 0%                        | each            |      |
| 48                             | Each installation of equipment regulated by this chapter for which no other fee is listed                             |                |               |      |       |                            |               |       |       | \$7.00      |                             | \$7.00          |                              | \$0.00                     | 0%                        | each            |      |

|                 |             |            |      |       | Fully-Burdened Hourly Rate |            |       |       |             |                       |              |                        |                      |                     |              |      |
|-----------------|-------------|------------|------|-------|----------------------------|------------|-------|-------|-------------|-----------------------|--------------|------------------------|----------------------|---------------------|--------------|------|
|                 |             |            |      |       | \$174                      | \$277      | \$243 |       |             |                       |              |                        |                      |                     |              |      |
|                 |             |            |      |       |                            |            |       |       |             |                       |              |                        |                      |                     |              |      |
| Service Time    |             |            |      |       | Cost of Service            |            |       |       |             |                       |              |                        |                      |                     |              |      |
| Fee Description | Permit Tech | Plan Check | Insp | Total | Permit Tech                | Plan Check | Insp  | Total | Current Fee | Current Cost Recovery | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note |

[a] Accessory buildings and structures, and building components includes but not limited to: awning; deck larger than 12 SF, cabana, ramada, private garage, fence over 6 ft. in height, windbreak over 6 ft. in height.

[b] Only one plan review fee will be charged for identical structures submitted in the same permit application.



**User and Regulatory Fees**

*Cost of Service Calculations*

*Planning Fees*

City of Milpitas  
User and Regulatory Fee Study  
Allocation of Annual Labor Effort - Planning

| Position                 | Hourly | FTE  | Yearly      | Total Hours Per FTE | Less: Holiday & Leave | Productive Hours Per FTE | Total Productive Hours | Indirect | Direct | Total | Note        |
|--------------------------|--------|------|-------------|---------------------|-----------------------|--------------------------|------------------------|----------|--------|-------|-------------|
| Planning Director        | \$123  | 0.80 | \$205,454   | 2,080               | 216                   | 1,864                    | 1,491                  | 75%      | 25%    | 100%  | [a],[b],[c] |
| Senior Planner           | \$79   | 1.85 | \$302,761   | 2,080               | 216                   | 1,864                    | 3,448                  | 20%      | 80%    | 100%  | [a],[b],[c] |
| Associate Planner        | \$77   | 2.00 | \$322,317   | 2,080               | 216                   | 1,864                    | 3,728                  | 20%      | 80%    | 100%  | [a],[b],[c] |
| Assistant Planner        | \$67   | 1.00 | \$140,150   | 2,080               | 216                   | 1,864                    | 1,864                  | 20%      | 80%    | 100%  | [a],[b],[c] |
| Planning Technician      | \$51   | 1.00 | \$107,037   | 2,080               | 216                   | 1,864                    | 1,864                  | 20%      | 80%    | 100%  | [a],[b],[c] |
| Administrative Assistant | \$50   | 1.00 | \$104,395   | 2,080               | 216                   | 1,864                    | 1,864                  | 100%     | 0%     | 100%  | [a],[b],[c] |
| Total                    |        | 7.65 | \$1,182,114 |                     |                       |                          | 14,260                 |          |        |       |             |

| Position                 | Indirect Hours | Direct Hours | Total Hours | Note    |
|--------------------------|----------------|--------------|-------------|---------|
| Planning Director        | 1,118          | 373          | 1,491       | [a],[b] |
| Senior Planner           | 690            | 2,759        | 3,448       | [a],[b] |
| Associate Planner        | 746            | 2,982        | 3,728       | [a],[b] |
| Assistant Planner        | 373            | 1,491        | 1,864       | [a],[b] |
| Planning Technician      | 373            | 1,491        | 1,864       | [a],[b] |
| Administrative Assistant | 1,864          | -            | 1,864       | [a],[b] |
| Total                    | 5,163          | 9,096        | 14,260      |         |

| Allocation of Hours | Share | Total  | Note |
|---------------------|-------|--------|------|
| Indirect            | 36%   | 5,163  | [b]  |
| Direct              | 64%   | 9,096  | [b]  |
| Total               | 100%  | 14,260 |      |

[a] Source: FY 25/26 authorized positions and salary schedule effective July 13, 2025.

[b] Direct/Indirect hours are intended to serve as reasonable estimates. Amounts will vary from year-to-year depending on activity, projects, and City Council priorities.

[c] Positions listed include positions accounted for in General Fund, Planning Division.



City of Milpitas  
User and Regulatory Fee Study  
Calculation of Fully-Burdened Hourly Rate - Planning

**Recurring Expenditures [a]**

| Fund # | Fund Desc    | Division | Div Description | Account | Account Description            | Budget      | Adjust     | Total       | Note |
|--------|--------------|----------|-----------------|---------|--------------------------------|-------------|------------|-------------|------|
| 100    | General Fund | 512      | Planning        | 4111    | Permanent                      | \$1,201,424 | \$0        | \$1,201,424 |      |
| 100    | General Fund | 512      | Planning        | 4112    | Temporary                      | \$135,638   | \$0        | \$135,638   |      |
| 100    | General Fund | 512      | Planning        | 4113    | Overtime                       | \$12,000    | (\$12,000) | \$0         |      |
| 100    | General Fund | 512      | Planning        | 4121    | Allowances                     | \$5,280     | \$0        | \$5,280     |      |
| 100    | General Fund | 512      | Planning        | 4131    | PERS                           | \$411,071   | \$0        | \$411,071   |      |
| 100    | General Fund | 512      | Planning        | 4132    | Group Insurance                | \$252,778   | \$0        | \$252,778   |      |
| 100    | General Fund | 512      | Planning        | 4133    | Medicare-Employer's Contributi | \$19,411    | \$0        | \$19,411    |      |
| 100    | General Fund | 512      | Planning        | 4135    | Worker's Compensation          | \$48,449    | \$0        | \$48,449    |      |
| 100    | General Fund | 512      | Planning        | 4138    | Deferred Comp-Employer Contr   | \$6,885     | \$0        | \$6,885     |      |
| 100    | General Fund | 512      | Planning        | 4139    | PARS                           | \$1,981     | \$0        | \$1,981     |      |
| 100    | General Fund | 512      | Planning        | 4143    | Charged to CIPs                | (\$109,243) | \$109,243  | \$0         |      |
| 100    | General Fund | 512      | Planning        | 4146    | Short Term Disability          | \$643       | \$0        | \$643       |      |
| 100    | General Fund | 512      | Planning        | 4161    | Retiree Medical Reserve        | \$11,856    | \$0        | \$11,856    |      |
| 100    | General Fund | 512      | Planning        | 4221    | Office Supplies                | \$12,000    | \$0        | \$12,000    |      |
| 100    | General Fund | 512      | Planning        | 4231    | Advertising                    | \$15,000    | \$0        | \$15,000    |      |
| 100    | General Fund | 512      | Planning        | 4237    | Contractual Services           | \$28,000    | (\$28,000) | \$0         |      |
| 100    | General Fund | 512      | Planning        | 4501    | Memberships & Dues             | \$8,000     | \$0        | \$8,000     |      |
| 100    | General Fund | 512      | Planning        | 4503    | Training and Registration      | \$8,550     | \$0        | \$8,550     |      |
| 100    | General Fund | 512      | Planning        | 4505    | Lodging/Travel                 | \$5,000     | \$0        | \$5,000     |      |
| 100    | General Fund | 512      | Planning        | 4506    | Meals for Meetings             | \$800       | \$0        | \$800       |      |
| 100    | General Fund | 512      | Planning        | 4508    | Mileage Reimbursement/Parkin   | \$800       | \$0        | \$800       |      |
| Total  |              |          |                 |         |                                | \$2,076,323 | \$69,243   | \$2,145,566 |      |

**Allocation of Citywide Overhead**

| Description                  | C'wide OH<br>Rate | Mod Op Exp  | Allocation of<br>C'wide OH | Note |
|------------------------------|-------------------|-------------|----------------------------|------|
| Citywide Overhead Allocation | 16.6%             | \$2,145,566 | \$356,164                  | [b]  |

**Allocation of Total Costs**

| Description                     | Total       | Note |
|---------------------------------|-------------|------|
| Direct Expenses                 | \$2,145,566 |      |
| Allocation of Citywide Overhead | \$356,164   |      |
| Total                           | \$2,501,730 |      |

**Revenue Summary**

| Fund # | Fund Desc    | Function | Account | Account Description            | FY 22/23<br>Actual | FY 23/24<br>Actual | FY 25/26<br>Budget | Multi-Year Avg | Note |
|--------|--------------|----------|---------|--------------------------------|--------------------|--------------------|--------------------|----------------|------|
| 100    | General Fund | Planning | 3262    | Short Term Rental Permits      | \$6,865            | \$3,120            | \$10,000           | \$6,662        | [c]  |
| 100    | General Fund | Planning | 3312    | Planning Admin Citation        | \$3,700            | \$1,500            | \$0                | \$1,733        | [c]  |
| 100    | General Fund | Planning | 3617    | Planning Fees                  | \$168,893          | \$178,687          | \$250,000          | \$199,193      | [c]  |
| 100    | General Fund | Planning | 3681    | PJ Overhead Charges - Planning | \$2,574            | \$20,463           | \$0                | \$7,679        | [c]  |
| 100    | General Fund | Planning | 3682    | PJ Labor Reimb - Planning      | \$1,170            | \$9,161            | \$0                | \$3,444        | [c]  |
| 100    | General Fund | Planning | 3683    | PJ Vendor Reimb - Planning     | \$306              | \$6,377            | \$2,000            | \$2,894        | [c]  |
| 100    | General Fund | Planning | 3684    | Planning Discretionary Review  | \$232,583          | \$212,045          | \$190,000          | \$211,543      | [c]  |
| 100    | General Fund | Planning | 3686    | Planning Plan Check/Inspection | \$86,790           | \$86,142           | \$80,000           | \$84,310       | [c]  |
| 100    | General Fund | Planning | 3688    | Planning Other                 | \$132              | \$0                | \$0                | \$44           | [c]  |
| Total  |              |          |         |                                | \$503,013          | \$517,494          | \$532,000          | \$517,502      |      |

**Calculation of Fully-Burdened Hourly Rate**

| Description                | Total       |
|----------------------------|-------------|
| Costs                      | \$2,501,730 |
| Direct Hours               | 9,096       |
| Fully-Burdened Hourly Rate | \$275       |

**Calculation of Cost Multiplier for Fully-Burdened Hourly Rate (Apply to Base Salary Cost Per Hour)**

| Description | FTE  | Annual Hours Per FTE | Total Annual Hours | Estimated Salaries | Hourly Wage Rate Only Assuming Total Annual Hours | Fully-Burdened Hourly Rate | Indirect Cost Rate Multiplier (ICR) |
|-------------|------|----------------------|--------------------|--------------------|---------------------------------------------------|----------------------------|-------------------------------------|
| Planning    | 7.65 | 2,080                | 15,912             | \$1,182,114        | \$74                                              | \$275                      | 3.70                                |

**Calculation of Fully-Burdened Hourly Rate by Position**

| Position                 | Avg Salary Per Hour | ICR for Fully-Burdened Hourly Rate | Fully-Burdened Hourly Rate | Note |
|--------------------------|---------------------|------------------------------------|----------------------------|------|
| Planning Director        | \$123               | 3.70                               | \$457                      | [d]  |
| Principal Planner        | \$86                | 3.70                               | \$317                      | [d]  |
| Senior Planner           | \$79                | 3.70                               | \$291                      | [d]  |
| Associate Planner        | \$77                | 3.70                               | \$287                      | [d]  |
| Assistant Planner        | \$67                | 3.70                               | \$249                      | [d]  |
| Junior Planner           | \$58                | 3.70                               | \$214                      | [d]  |
| Planning Technician      | \$51                | 3.70                               | \$190                      | [d]  |
| Administrative Assistant | \$50                | 3.70                               | \$186                      | [d]  |

[a] Source: FY 25/26 Adopted Budget.

[b] Source: Citywide overhead cost allocation plan.

[c] Source: Multi-year revenue history provided by City.

[c] Source: FY 25/26 authorized positions and salary schedule effective July 13, 2025 for all positions accounted for in Planning Department.

| Fee Description |                                                                               | Service Time |          |      |                |       | Fully-Burdened Hourly Rate |          |         |                |          |                      |                       |                      |                        |                      |                     |         |
|-----------------|-------------------------------------------------------------------------------|--------------|----------|------|----------------|-------|----------------------------|----------|---------|----------------|----------|----------------------|-----------------------|----------------------|------------------------|----------------------|---------------------|---------|
|                 |                                                                               |              |          |      |                |       | \$275                      | \$245    | \$377   | \$250          |          |                      |                       |                      |                        |                      |                     |         |
|                 |                                                                               |              |          |      |                |       | Cost of Service            |          |         |                |          |                      |                       |                      |                        |                      |                     |         |
|                 |                                                                               | Planning     | Building | Fire | Eng / Land Dev | Total | Planning                   | Building | Fire    | Eng / Land Dev | Total    | Current Fee          | Current Cost Recovery | Proposed Fee         | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Note    |
| 1               | <b>Special Events</b>                                                         |              |          |      |                |       |                            |          |         |                |          |                      |                       |                      |                        |                      |                     |         |
|                 | Application Type                                                              |              |          |      |                |       |                            |          |         |                |          |                      |                       |                      |                        |                      |                     |         |
|                 | a) Minor Special Events                                                       |              |          |      |                |       |                            |          |         |                |          |                      |                       |                      |                        |                      |                     |         |
|                 | i) Permit Fee - Application Complete and Received by Standard Deadline        | 3.00         | 0.00     | 0.00 | 0.00           | 3.00  | \$825                      | \$0      | \$0     | \$0            | \$825    | \$276                | 33%                   | \$284                | 34%                    | \$8                  | 3%                  |         |
|                 | ii) Permit Fee - Late Filing                                                  | 4.50         | 0.00     | 0.00 | 0.00           | 4.50  | \$1,238                    | \$0      | \$0     | \$0            | \$1,238  | \$276                | 22%                   | \$426                | 34%                    | \$150                | 55%                 |         |
|                 | b) Regular Special Events                                                     |              |          |      |                |       |                            |          |         |                |          |                      |                       |                      |                        |                      |                     |         |
|                 | i) Permit Fee - Application Complete and Received by Standard Deadline        | 8.00         | 0.50     | 2.00 | 4.00           | 14.50 | \$2,200                    | \$123    | \$754   | \$1,000        | \$4,077  | \$1,074              | 26%                   | \$1,106              | 27%                    | \$32                 | 3%                  |         |
|                 | ii) Permit Fee - Late Filing                                                  | 12.00        | 0.75     | 3.00 | 6.00           | 21.75 | \$3,300                    | \$184    | \$1,131 | \$1,500        | \$6,115  | \$1,074              | 18%                   | \$1,659              | 27%                    | \$585                | 55%                 |         |
|                 | c) Major Special Events                                                       |              |          |      |                |       |                            |          |         |                |          |                      |                       |                      |                        |                      |                     |         |
|                 | i) Permit Fee - Application Complete and Received by Standard Deadline        | 22.00        | 1.00     | 4.00 | 16.00          | 43.00 | \$6,050                    | \$245    | \$1,508 | \$4,000        | \$11,803 | \$6,706              | 57%                   | \$6,907              | 59%                    | \$201                | 3%                  |         |
|                 | ii) Permit Fee - Late Filing                                                  | 33.00        | 1.50     | 6.00 | 24.00          | 64.50 | \$9,075                    | \$368    | \$2,262 | \$6,000        | \$17,705 | \$6,706              | 38%                   | \$10,361             | 59%                    | \$3,655              | 55%                 |         |
| 2               | Conceptual Review - Planning Staff Only - per meeting                         | 2.50         |          |      |                | 2.50  | \$688                      | \$0      | \$0     | \$0            | \$688    | \$412                | 60%                   | \$688                | 100%                   | \$276                | 67%                 |         |
|                 | <b>Pre-Application Review</b>                                                 |              |          |      |                |       |                            |          |         |                |          |                      |                       |                      |                        |                      |                     |         |
| 3               | Single Family Districts                                                       | 7.50         | 0.50     | 1.00 | 6.00           | 15.00 | \$2,063                    | \$123    | \$377   | \$1,500        | \$4,062  | \$3,211              | 79%                   | \$4,062              | 100%                   | \$851                | 27%                 |         |
| 4               | Multi-Family / Non-Residential                                                | 25.00        | 1.00     | 4.00 | 12.00          | 42.00 | \$6,875                    | \$245    | \$1,508 | \$3,000        | \$11,628 | \$10,230             | 88%                   | \$11,628             | 100%                   | \$1,398              | 14%                 |         |
|                 | <b>Lot Line Adjustment / Parcel Merger</b>                                    |              |          |      |                |       |                            |          |         |                |          |                      |                       |                      |                        |                      |                     |         |
| 5               | Lot Line Adjustment / Parcel Merger                                           |              |          |      |                |       |                            |          |         |                |          | See Engineering Fees |                       | See Engineering Fees |                        | No Change            | No Change           |         |
|                 | <b>Tentative Maps</b>                                                         |              |          |      |                |       |                            |          |         |                |          |                      |                       |                      |                        |                      |                     |         |
| 6               | Parcel Map                                                                    | 40.00        |          | 4.00 | 12.00          | 56.00 | \$11,000                   | \$0      | \$1,508 | \$3,000        | \$15,508 | \$15,200             | 98%                   | \$15,508             | 100%                   | \$308                | 2%                  |         |
| 7               | Tract Map                                                                     | 60.00        |          | 4.00 | 20.00          | 84.00 | \$16,500                   | \$0      | \$1,508 | \$5,000        | \$23,008 | \$22,044             | 96%                   | \$23,008             | 100%                   | \$964                | 4%                  |         |
|                 | <b>Minor Site Development</b>                                                 |              |          |      |                |       |                            |          |         |                |          |                      |                       |                      |                        |                      |                     |         |
| 8               | Over the Counter Review (Per Hour)                                            |              |          |      |                |       |                            |          |         |                |          |                      |                       |                      |                        |                      |                     |         |
|                 | a) Planning Review                                                            | 1.00         |          |      |                | 1.00  | \$275                      | \$0      | \$0     | \$0            | \$275    | \$275                | 100%                  | \$275                | 100%                   | \$0                  | 0%                  |         |
|                 | b) Land Development Review (if required)                                      |              |          |      | 1.00           | 1.00  | \$0                        | \$0      | \$0     | \$250          | \$250    | \$250                | 100%                  | \$250                | 100%                   | \$0                  | 0%                  |         |
| 9               | Staff Review - Planning Director, including Telecommunication Facility, Minor | 7.00         | 0.50     | 2.50 | 3.00           | 13.00 | \$1,925                    | \$123    | \$943   | \$750          | \$3,740  | varies               | varies                | \$3,740              | 100%                   | varies               | varies              | [a],[b] |
| 10              | Zoning Administrator                                                          |              |          |      |                |       |                            |          |         |                |          |                      |                       |                      |                        |                      |                     |         |
|                 | a) Staff Review - Zoning Administrator                                        | 15.00        | 0.50     | 2.50 | 6.00           | 24.00 | \$4,125                    | \$123    | \$943   | \$1,500        | \$6,690  | \$3,608              | 54%                   | \$6,690              | 100%                   | \$3,082              | 85%                 | [a],[b] |
|                 | b) Staff Review Hillside - Zoning Administrator                               | 18.00        | 0.50     | 3.00 | 6.00           | 27.50 | \$4,950                    | \$123    | \$1,131 | \$1,500        | \$7,704  | \$5,017              | 65%                   | \$7,704              | 100%                   | \$2,687              | 54%                 | [a],[b] |
| 11              | Planning Commission / City Council                                            | 24.00        | 0.50     | 6.00 | 6.00           | 36.50 | \$6,600                    | \$123    | \$2,262 | \$1,500        | \$10,485 | \$10,537             | 101%                  | \$10,485             | 100%                   | -\$52                | 0%                  | [a],[b] |

| Fee Description |                                                                                                                        | Service Time |                |       |             |                       | Fully-Burdened Hourly Rate |                        |                      |                     |          | Current Fee |        |          |      |         |        |         | Current Cost Recovery |  | Proposed Fee |  | Proposed Cost Recovery |  | Proposed Change (\$) |  | Proposed Change (%) |  | Note |  |
|-----------------|------------------------------------------------------------------------------------------------------------------------|--------------|----------------|-------|-------------|-----------------------|----------------------------|------------------------|----------------------|---------------------|----------|-------------|--------|----------|------|---------|--------|---------|-----------------------|--|--------------|--|------------------------|--|----------------------|--|---------------------|--|------|--|
|                 |                                                                                                                        |              |                |       |             |                       | \$275                      | \$245                  | \$377                | \$250               |          |             |        |          |      |         |        |         |                       |  |              |  |                        |  |                      |  |                     |  |      |  |
|                 |                                                                                                                        |              |                |       |             |                       | Cost of Service            |                        |                      |                     |          |             |        |          |      |         |        |         |                       |  |              |  |                        |  |                      |  |                     |  |      |  |
|                 |                                                                                                                        |              |                |       |             |                       | Planning                   | Building               | Fire                 | Eng / Land Dev      | Total    |             |        |          |      |         |        |         |                       |  |              |  |                        |  |                      |  |                     |  |      |  |
| Planning        | Building                                                                                                               | Fire         | Eng / Land Dev | Total | Current Fee | Current Cost Recovery | Proposed Fee               | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Note     |             |        |          |      |         |        |         |                       |  |              |  |                        |  |                      |  |                     |  |      |  |
| 12              | Site Development<br>Requiring PC / CC Approval                                                                         | 45.00        | 7.00           | 7.75  | 24.00       | 83.75                 | \$12,375                   | \$1,715                | \$2,922              | \$6,000             | \$23,012 | \$20,182    | 88%    | \$23,012 | 100% | \$2,830 | 14%    | [a],[b] |                       |  |              |  |                        |  |                      |  |                     |  |      |  |
| 13              | Zoning Administrator                                                                                                   | 35.00        | 2.00           | 6.00  | 20.00       | 63.00                 | \$9,625                    | \$490                  | \$2,262              | \$5,000             | \$17,377 | \$15,607    | 90%    | \$17,377 | 100% | \$1,770 | 11%    | [a],[b] |                       |  |              |  |                        |  |                      |  |                     |  |      |  |
| 14              | SB35 Housing Project                                                                                                   | 30.00        | 7.00           | 4.00  | 8.00        | 49.00                 | \$8,250                    | \$1,715                | \$1,508              | \$2,000             | \$13,473 | \$11,773    | 87%    | \$13,473 | 100% | \$1,700 | 14%    | [a],[b] |                       |  |              |  |                        |  |                      |  |                     |  |      |  |
| 15              | Minor Conditional Use Permit<br>Staff Review                                                                           | 9.00         | 0.50           | 2.00  | 2.00        | 13.50                 | \$2,475                    | \$123                  | \$754                | \$500               | \$3,852  | \$1,526     | 40%    | \$1,926  | 50%  | \$399   | 26%    | [a],[b] |                       |  |              |  |                        |  |                      |  |                     |  |      |  |
| 16              | Zoning Administrator                                                                                                   | 19.00        | 0.50           | 3.50  | 2.50        | 25.50                 | \$5,225                    | \$123                  | \$1,320              | \$625               | \$7,292  | \$1,526     | 21%    | \$3,646  | 50%  | \$2,120 | 139%   | [a],[b] |                       |  |              |  |                        |  |                      |  |                     |  |      |  |
| 17              | Conditional Use Permit<br>Single Family Districts                                                                      | 28.00        | 1.00           | 4.00  | 3.00        | 36.00                 | \$7,700                    | \$245                  | \$1,508              | \$750               | \$10,203 | \$742       | 7%     | \$5,102  | 50%  | \$4,360 | 588%   | [a],[b] |                       |  |              |  |                        |  |                      |  |                     |  |      |  |
| 18              | Multi-Family / Non-Residential, Including<br>Telecommunication Facility, Major                                         | 40.00        | 2.50           | 8.00  | 12.00       | 62.50                 | \$11,000                   | \$613                  | \$3,016              | \$3,000             | \$17,629 | \$17,144    | 97%    | \$17,629 | 100% | \$485   | 3%     | [a],[b] |                       |  |              |  |                        |  |                      |  |                     |  |      |  |
| 19              | Temporary Uses<br>Temporary Use Permit                                                                                 | 4.00         | 0.00           | 0.00  | 0.00        | 4.00                  | \$1,100                    | \$0                    | \$0                  | \$0                 | \$1,100  | \$956       | 87%    | \$1,100  | 100% | \$144   | 15%    | [a],[b] |                       |  |              |  |                        |  |                      |  |                     |  |      |  |
| 20              | Signs<br>Major Sign Permit                                                                                             | 12.00        | 0.50           | 0.50  | 5.00        | 18.00                 | \$3,300                    | \$123                  | \$189                | \$1,250             | \$4,861  | varies      | varies | \$4,861  | 100% | varies  | varies | [a],[b] |                       |  |              |  |                        |  |                      |  |                     |  |      |  |
| 21              | Minor Sign Permit- Zoning Administrator<br>(freestanding signs greater than 6 feet and less than<br>10 feet in height) | 9.00         | 0.50           | 0.50  | 4.00        | 14.00                 | \$2,475                    | \$123                  | \$189                | \$1,000             | \$3,786  | \$634       | 17%    | \$3,786  | 100% | \$3,152 | 497%   | [a],[b] |                       |  |              |  |                        |  |                      |  |                     |  |      |  |
| 22              | Minor Sign Permit - Planning Director (all other Minor<br>Sign Permits)                                                | 1.50         |                |       |             | 1.50                  | \$413                      | \$0                    | \$0                  | \$0                 | \$413    | \$375       | 91%    | \$413    | 100% | \$38    | 10%    |         |                       |  |              |  |                        |  |                      |  |                     |  |      |  |
| 23              | Temporary Sign Permit (Including Banners)                                                                              | 0.75         |                |       |             | 0.75                  | \$206                      | \$0                    | \$0                  | \$0                 | \$206    | \$130       | 63%    | \$155    | 75%  | \$25    | 19%    |         |                       |  |              |  |                        |  |                      |  |                     |  |      |  |
| 24              | Sign Program                                                                                                           | 30.00        |                |       |             | 30.00                 | \$8,250                    | \$0                    | \$0                  | \$0                 | \$8,250  | varies      | varies | \$8,250  | 100% | varies  | varies | [a],[b] |                       |  |              |  |                        |  |                      |  |                     |  |      |  |
| 25              | Variance<br>Single Family Districts                                                                                    | 15.00        |                | 0.75  | 2.00        | 17.75                 | \$4,125                    | \$0                    | \$283                | \$500               | \$4,908  | \$1,128     | 23%    | \$4,908  | 100% | \$3,780 | 335%   | [a],[b] |                       |  |              |  |                        |  |                      |  |                     |  |      |  |
| 26              | Multi-Family / Non-Residential                                                                                         | 18.00        |                | 2.75  | 6.00        | 26.75                 | \$4,950                    | \$0                    | \$1,037              | \$1,500             | \$7,487  | \$3,474     | 46%    | \$7,487  | 100% | \$4,013 | 116%   | [a],[b] |                       |  |              |  |                        |  |                      |  |                     |  |      |  |
| 27              | Minor Deviation<br>Minor Deviation                                                                                     | 13.00        |                |       |             | 13.00                 | \$3,575                    | \$0                    | \$0                  | \$0                 | \$3,575  | varies      | varies | \$3,575  | 100% | varies  | varies | [a],[b] |                       |  |              |  |                        |  |                      |  |                     |  |      |  |
| 28              | Reasonable Accommodation<br>Reasonable Accommodation Request                                                           | 5.00         |                |       |             | 5.00                  | \$1,375                    | \$0                    | \$0                  | \$0                 | \$1,375  | varies      | varies | \$688    | 50%  | varies  | varies |         |                       |  |              |  |                        |  |                      |  |                     |  |      |  |
| 29              | Short-Term Rental<br>Short-Term Rental - Initial                                                                       | 2.50         |                |       |             | 2.50                  | \$688                      | \$0                    | \$0                  | \$0                 | \$688    | \$555       | 81%    | \$688    | 100% | \$133   | 24%    |         |                       |  |              |  |                        |  |                      |  |                     |  |      |  |
| 30              | Short-Term Rental - Renewal                                                                                            | 2.50         |                |       |             | 2.50                  | \$688                      | \$0                    | \$0                  | \$0                 | \$688    | \$555       | 81%    | \$688    | 100% | \$133   | 24%    |         |                       |  |              |  |                        |  |                      |  |                     |  |      |  |

| Fee Description |                    | Service Time |                |       |             |                       | Fully-Burdened Hourly Rate |                        |                      |                     |       | Current Fee |  |  |  |  |  |  | Current Cost Recovery |  | Proposed Fee |  | Proposed Cost Recovery |  | Proposed Change (\$) |  | Proposed Change (%) |  | Note |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|                 |                    |              |                |       |             |                       | \$275                      | \$245                  | \$377                | \$250               |       |             |  |  |  |  |  |  |                       |  |              |  |                        |  |                      |  |                     |  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                 |                    |              |                |       |             |                       | Cost of Service            |                        |                      |                     |       |             |  |  |  |  |  |  |                       |  |              |  |                        |  |                      |  |                     |  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                 |                    |              |                |       |             |                       | Planning                   | Building               | Fire                 | Eng / Land Dev      | Total |             |  |  |  |  |  |  |                       |  |              |  |                        |  |                      |  |                     |  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Planning        | Building           | Fire         | Eng / Land Dev | Total | Current Fee | Current Cost Recovery | Proposed Fee               | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Note  |             |  |  |  |  |  |  |                       |  |              |  |                        |  |                      |  |                     |  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 31              | Deposit-Based Fees |              |                |       |             |                       |                            |                        |                      |                     |       |             |  |  |  |  |  |  |                       |  |              |  |                        |  |                      |  |                     |  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

| Fee Description | Service Time |  |  |  |  | Fully-Burdened Hourly Rate |          |       |                |       | Current Fee | Current Cost Recovery | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Note |
|-----------------|--------------|--|--|--|--|----------------------------|----------|-------|----------------|-------|-------------|-----------------------|--------------|------------------------|----------------------|---------------------|------|
|                 |              |  |  |  |  | \$275                      | \$245    | \$377 | \$250          |       |             |                       |              |                        |                      |                     |      |
|                 |              |  |  |  |  | Cost of Service            |          |       |                |       |             |                       |              |                        |                      |                     |      |
|                 |              |  |  |  |  | Planning                   | Building | Fire  | Eng / Land Dev | Total |             |                       |              |                        |                      |                     |      |
|                 |              |  |  |  |  |                            |          |       |                |       |             |                       |              |                        |                      |                     |      |

- [a] A public noticing fee will apply to this permit application.
- [b] Legal fees will be billed separately through an established PJ.
- [c] For payments made using vendor portal services, the applicant shall be responsible for processing fees charged by the vendor, as applicable.
- General notes applicable to all fees
- [d] As an alternative to the fixed fee amount shown, staff may bill on a time and materials basis, determined by the planning hourly rate, when projects costs are likely to vary significantly from adopted fee amount. In these instances, a deposit may be requested to bill against.
- [e] Deposit account (PJs): This deposit will be collected in addition to any other deposits or fixed fees. Any unused deposit amounts will be returned to the applicant. Deposit accounts provide full cost recovery to the City. The cost of staff time is based on fully-burdened hourly rates, including overhead. No flat fees will be added. Overhead includes clerical, facilities, equipment, and other service costs.
- [f] Staff will determine the initial deposit based on the project's scope and the typical cost to process the application.
- [g] When two or more applications are filed and processed concurrently, the required fee amount will be the largest of the applications, plus 25% of each additional permit.
- [h] The 3.8% Technology Charge applies to all deposits and fees, except CEQA.
- [i] A 2.4% credit card processing fee applies to all fees paid with a credit card.

| Fee Description |                                                                 | Service Time | Fully-Burdened Hourly Rate | Cost of Service | Current Fee             | Current Cost Recovery | Proposed Fee            | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Note |
|-----------------|-----------------------------------------------------------------|--------------|----------------------------|-----------------|-------------------------|-----------------------|-------------------------|------------------------|----------------------|---------------------|------|
|                 | <b>Neighborhood Beautification</b>                              |              |                            |                 |                         |                       |                         |                        |                      |                     |      |
| 1               | 1st Violation to Neighborhood Beautification Ordinance          |              |                            |                 | \$100                   | n/a                   | \$100                   | n/a                    | \$0                  | 0%                  |      |
| 2               | 2nd Violation to Neighborhood Beautification Ordinance          |              |                            |                 | \$200                   | n/a                   | \$200                   | n/a                    | \$0                  | 0%                  |      |
| 3               | 3rd or More Violations to Neighborhood Beautification Ordinance |              |                            |                 | \$500                   | n/a                   | \$500                   | n/a                    | \$0                  | 0%                  |      |
| 4               | Delinquency Penalty on Neighborhood Beautification Ordinance    |              |                            |                 | \$25                    | n/a                   | \$25                    | n/a                    | \$0                  | 0%                  |      |
| 5               | Graffiti Abatement                                              |              |                            |                 | Actual Cost             | 100%                  | Actual Cost             | 100%                   | No Change            | No Change           |      |
| 6               | Public Nuisance Abatement                                       |              |                            |                 | As defined in Municipal |                       | As defined in Municipal |                        | No Change            | No Change           |      |





**User and Regulatory Fees**

*Cost of Service Calculations*

*Engineering Fees*

City of Milpitas  
User and Regulatory Fee Study  
Calculation of Fully-Burdened Hourly Rate - Engineering Fees

**Recurring Expenditures [a]**

| Fund # | Fund Desc    | Division  | Div Description    | Account | Account Description            | Budget    | Adjust | Total     | Note |
|--------|--------------|-----------|--------------------|---------|--------------------------------|-----------|--------|-----------|------|
| 100    | General Fund | 400 / 420 | Public Works Admin | 4111    | Permanent                      | \$536,380 | \$0    | \$536,380 |      |
| 100    | General Fund | 400 / 420 | Public Works Admin | 4112    | Temporary                      | \$15,000  | \$0    | \$15,000  |      |
| 100    | General Fund | 400 / 420 | Public Works Admin | 4113    | Overtime                       | \$3,500   | \$0    | \$3,500   |      |
| 100    | General Fund | 400 / 420 | Public Works Admin | 4121    | Allowances                     | \$1,980   | \$0    | \$1,980   |      |
| 100    | General Fund | 400 / 420 | Public Works Admin | 4131    | PERS                           | \$183,518 | \$0    | \$183,518 |      |
| 100    | General Fund | 400 / 420 | Public Works Admin | 4132    | Group Insurance                | \$52,036  | \$0    | \$52,036  |      |
| 100    | General Fund | 400 / 420 | Public Works Admin | 4133    | Medicare-Employer's Contributi | \$8,024   | \$0    | \$8,024   |      |
| 100    | General Fund | 400 / 420 | Public Works Admin | 4135    | Worker's Compensation          | \$8,115   | \$0    | \$8,115   |      |
| 100    | General Fund | 400 / 420 | Public Works Admin | 4138    | Deferred Comp-Employer Contr   | \$2,858   | \$0    | \$2,858   |      |
| 100    | General Fund | 400 / 420 | Public Works Admin | 4139    | PARS                           | \$225     | \$0    | \$225     |      |
| 100    | General Fund | 400 / 420 | Public Works Admin | 4146    | Short Term Disability          | \$267     | \$0    | \$267     |      |
| 100    | General Fund | 400 / 420 | Public Works Admin | 4161    | Retiree Medical Reserve        | \$4,516   | \$0    | \$4,516   |      |
| 100    | General Fund | 400 / 420 | Public Works Admin | 4221    | Office Supplies                | \$6,300   | \$0    | \$6,300   |      |
| 100    | General Fund | 400 / 420 | Public Works Admin | 4223    | Departmental Supplies          | \$7,424   | \$0    | \$7,424   |      |
| 100    | General Fund | 400 / 420 | Public Works Admin | 4225    | Health & Safety Supplies       | \$2,244   | \$0    | \$2,244   |      |
| 100    | General Fund | 400 / 420 | Public Works Admin | 4237    | Contractual Services           | \$55,578  | \$0    | \$55,578  |      |
| 100    | General Fund | 400 / 420 | Public Works Admin | 4501    | Memberships & Dues             | \$3,750   | \$0    | \$3,750   |      |
| 100    | General Fund | 400 / 420 | Public Works Admin | 4503    | Training and Registration      | \$33,000  | \$0    | \$33,000  |      |
| 100    | General Fund | 400 / 420 | Public Works Admin | 4506    | Meals for Meetings             | \$1,500   | \$0    | \$1,500   |      |
| Total  |              |           |                    |         |                                | \$926,215 | \$0    | \$926,215 |      |

City of Milpitas  
User and Regulatory Fee Study  
Calculation of Fully-Burdened Hourly Rate - Engineering Fees

**Allocation of Citywide Overhead**

| Description                  | C'wide OH Rate | Mod Op Exp | Allocation of C'wide OH | Note |
|------------------------------|----------------|------------|-------------------------|------|
| Citywide Overhead Allocation | 16.6%          | \$926,215  | \$153,752               | [b]  |

**Allocation of Total Costs**

| Description                     | Total       | Note |
|---------------------------------|-------------|------|
| Direct Expenses                 | \$926,215   |      |
| Allocation of Citywide Overhead | \$153,752   |      |
| Total                           | \$1,079,967 |      |

**Allocation to Direct Service Units**

| Division | Div Description            | Divisional Expense | Share | Allocation  | Notes |
|----------|----------------------------|--------------------|-------|-------------|-------|
| 411      | Engineering Administration | \$365,588          | 2%    | \$24,274    | [a]   |
| 412      | Design & Construction      | \$1,751,320        | 11%   | \$116,285   | [a]   |
| 413      | Land Development           | \$1,823,656        | 11%   | \$121,088   | [a]   |
| 415      | Traffic Engineering        | \$817,000          | 5%    | \$54,247    | [a]   |
| 421      | Street Maintenance         | \$2,199,784        | 14%   | \$146,062   | [a]   |
| 422      | Utility Engineering        | \$0                | 0%    | \$0         | [a]   |
| 423      | Utility Maintenance        | \$1,196,228        | 7%    | \$79,427    | [a]   |
| 424      | Park Maintenance           | \$2,090,180        | 13%   | \$138,784   | [a]   |
| 425      | Trees & Landscape Maint    | \$1,700,093        | 10%   | \$112,883   | [a]   |
| 427      | Facilities Maintenance     | \$3,859,477        | 24%   | \$256,262   | [a]   |
| 428      | Compliance                 | \$453,669          | 3%    | \$30,123    | [a]   |
| 430      | Solid Waste                | \$8,000            | 0%    | \$531       | [a]   |
| Total    |                            | \$16,264,995       | 100%  | \$1,079,967 |       |

[a] Source: FY 25/26 Adopted Budget.

[b] Source: Citywide overhead cost allocation plan.

City of Milpitas  
User and Regulatory Fee Study  
Allocation of Annual Labor Effort - Public Works Engineering

| Position                       | Hourly | FTE          | Yearly             | Total Hours<br>Per FTE | Less: Holiday<br>& Leave | Productive<br>Hours Per FTE | Total<br>Productive<br>Hours | Indirect | Direct | Total | Note    |
|--------------------------------|--------|--------------|--------------------|------------------------|--------------------------|-----------------------------|------------------------------|----------|--------|-------|---------|
| City Engineer                  | \$110  | 1.00         | \$227,802          | 2,080                  | 216                      | 1,864                       | 1,864                        | 100%     | 0%     | 100%  | [a],[b] |
| Princ Civil Engineer           | \$89   | 2.00         | \$370,531          | 2,080                  | 216                      | 1,864                       | 3,728                        | 60%      | 40%    | 100%  | [a],[b] |
| PW Division Mgr. - Engineering | \$85   | 2.00         | \$351,520          | 2,080                  | 216                      | 1,864                       | 3,728                        | 60%      | 40%    | 100%  | [a],[b] |
| Assoc Civil Engineer           | \$81   | 7.00         | \$1,176,739        | 2,080                  | 216                      | 1,864                       | 13,048                       | 20%      | 80%    | 100%  | [a],[b] |
| Management Analyst             | \$80   | 1.00         | \$167,149          | 2,080                  | 216                      | 1,864                       | 1,864                        | 100%     | 0%     | 100%  | [a],[b] |
| Senior Public Works Inspector  | \$79   | 1.00         | \$163,862          | 2,080                  | 216                      | 1,864                       | 1,864                        | 20%      | 80%    | 100%  | [a],[b] |
| Assistant Engineer             | \$70   | 6.00         | \$877,094          | 2,080                  | 216                      | 1,864                       | 11,184                       | 20%      | 80%    | 100%  | [a],[b] |
| Pub Works Insp                 | \$68   | 3.00         | \$425,568          | 2,080                  | 216                      | 1,864                       | 5,592                        | 20%      | 80%    | 100%  | [a],[b] |
| Administrative Analyst II      | \$63   | 1.00         | \$130,874          | 2,080                  | 216                      | 1,864                       | 1,864                        | 100%     | 0%     | 100%  | [a],[b] |
| Engineering Aide               | \$56   | 2.00         | \$232,502          | 2,080                  | 216                      | 1,864                       | 3,728                        | 20%      | 80%    | 100%  | [a],[b] |
| Administrative Assistant       | \$50   | 1.00         | \$104,395          | 2,080                  | 216                      | 1,864                       | 1,864                        | 100%     | 0%     | 100%  | [a],[b] |
| <b>Total</b>                   |        | <b>27.00</b> | <b>\$4,228,037</b> |                        |                          |                             | <b>50,328</b>                |          |        |       |         |

| Position                       | Indirect<br>Hours | Direct Hours  | Total Hours   | Note    |
|--------------------------------|-------------------|---------------|---------------|---------|
| City Engineer                  | 1,864             | 0             | 1,864         | [a],[b] |
| Princ Civil Engineer           | 2,237             | 1,491         | 3,728         | [a],[b] |
| PW Division Mgr. - Engineering | 2,237             | 1,491         | 3,728         | [a],[b] |
| Assoc Civil Engineer           | 2,610             | 10,438        | 13,048        | [a],[b] |
| Management Analyst             | 1,864             | 0             | 1,864         | [a],[b] |
| Senior Public Works Inspector  | 373               | 1,491         | 1,864         | [a],[b] |
| Assistant Engineer             | 2,237             | 8,947         | 11,184        | [a],[b] |
| Pub Works Insp                 | 1,118             | 4,474         | 5,592         | [a],[b] |
| Administrative Analyst II      | 1,864             | 0             | 1,864         | [a],[b] |
| Engineering Aide               | 746               | 2,982         | 3,728         | [a],[b] |
| Administrative Assistant       | 1,864             | 0             | 1,864         | [a],[b] |
| <b>Total</b>                   | <b>19,013</b>     | <b>31,315</b> | <b>50,328</b> |         |

| Allocation of Hours | Share       | Total         | Note |
|---------------------|-------------|---------------|------|
| Indirect            | 38%         | 19,013        | [b]  |
| Direct              | 62%         | 31,315        | [b]  |
| <b>Total</b>        | <b>100%</b> | <b>50,328</b> |      |

[a] Source: FY 25/26 authorized positions and salary schedule effective July 13, 2025.

[b] Direct/Indirect hours are intended to serve as reasonable estimates. Amounts will vary from year-to-year depending on activity, projects, and City Council priorities.

**Recurring Expenditures [a]**

| Fund # | Fund Desc    | Division | Div Description            | Account | Account Description            | Budget      | Adjust    | Total     | Note |
|--------|--------------|----------|----------------------------|---------|--------------------------------|-------------|-----------|-----------|------|
| 100    | General Fund | 411      | Engineering Administration | 4111    | Permanent                      | \$330,355   | \$0       | \$330,355 |      |
| 100    | General Fund | 411      | Engineering Administration | 4121    | Allowances                     | \$6,600     | \$0       | \$6,600   |      |
| 100    | General Fund | 411      | Engineering Administration | 4131    | PERS                           | \$112,862   | \$0       | \$112,862 |      |
| 100    | General Fund | 411      | Engineering Administration | 4132    | Group Insurance                | \$66,720    | \$0       | \$66,720  |      |
| 100    | General Fund | 411      | Engineering Administration | 4133    | Medicare-Employer's Contributi | \$4,873     | \$0       | \$4,873   |      |
| 100    | General Fund | 411      | Engineering Administration | 4135    | Worker's Compensation          | \$6,554     | \$0       | \$6,554   |      |
| 100    | General Fund | 411      | Engineering Administration | 4138    | Deferred Comp-Employer Contr   | \$1,800     | \$0       | \$1,800   |      |
| 100    | General Fund | 411      | Engineering Administration | 4143    | Charged to CIPs                | (\$197,672) | \$197,672 | \$0       |      |
| 100    | General Fund | 411      | Engineering Administration | 4146    | Short Term Disability          | \$168       | \$0       | \$168     |      |
| 100    | General Fund | 411      | Engineering Administration | 4161    | Retiree Medical Reserve        | \$2,648     | \$0       | \$2,648   |      |
| 100    | General Fund | 411      | Engineering Administration | 4211    | Equipment Replacement Amort    | \$2,710     | \$0       | \$2,710   |      |
| 100    | General Fund | 411      | Engineering Administration | 4221    | Office Supplies                | \$5,150     | \$0       | \$5,150   |      |
| 100    | General Fund | 411      | Engineering Administration | 4225    | Health & Safety Supplies       | \$4,120     | \$0       | \$4,120   |      |
| 100    | General Fund | 411      | Engineering Administration | 4237    | Contractual Services           | \$5,000     | \$0       | \$5,000   |      |
| 100    | General Fund | 411      | Engineering Administration | 4502    | Professional Licensing         | \$3,200     | \$0       | \$3,200   |      |
| 100    | General Fund | 411      | Engineering Administration | 4503    | Training and Registration      | \$10,500    | \$0       | \$10,500  |      |
| Total  |              |          |                            |         |                                | \$365,588   | \$197,672 | \$563,260 |      |

| Fund # | Fund Desc    | Division | Div Description       | Account | Account Description            | Budget        | Adjust      | Total       | Note |
|--------|--------------|----------|-----------------------|---------|--------------------------------|---------------|-------------|-------------|------|
| 100    | General Fund | 412      | Design & Construction | 4111    | Permanent                      | \$2,103,807   | \$0         | \$2,103,807 |      |
| 100    | General Fund | 412      | Design & Construction | 4131    | PERS                           | \$719,838     | \$0         | \$719,838   |      |
| 100    | General Fund | 412      | Design & Construction | 4132    | Group Insurance                | \$373,212     | \$0         | \$373,212   |      |
| 100    | General Fund | 412      | Design & Construction | 4133    | Medicare-Employer's Contributi | \$30,505      | \$0         | \$30,505    |      |
| 100    | General Fund | 412      | Design & Construction | 4135    | Worker's Compensation          | \$31,557      | \$0         | \$31,557    |      |
| 100    | General Fund | 412      | Design & Construction | 4138    | Deferred Comp-Employer Contr   | \$12,600      | \$0         | \$12,600    |      |
| 100    | General Fund | 412      | Design & Construction | 4143    | Charged to CIPs                | (\$1,597,726) | \$1,597,726 | \$0         |      |
| 100    | General Fund | 412      | Design & Construction | 4146    | Short Term Disability          | \$1,176       | \$0         | \$1,176     |      |
| 100    | General Fund | 412      | Design & Construction | 4161    | Retiree Medical Reserve        | \$23,246      | \$0         | \$23,246    |      |
| 100    | General Fund | 412      | Design & Construction | 4211    | Equipment Replacement Amort    | \$53,105      | \$0         | \$53,105    |      |
| Total  |              |          |                       |         |                                | \$1,751,320   | \$1,597,726 | \$3,349,046 |      |

**Recurring Expenditures [a]**

| Fund # | Fund Desc    | Division | Div Description  | Account | Account Description            | Budget      | Adjust      | Total       | Note |
|--------|--------------|----------|------------------|---------|--------------------------------|-------------|-------------|-------------|------|
| 100    | General Fund | 413      | Land Development | 4111    | Permanent                      | \$1,053,872 | \$0         | \$1,053,872 |      |
| 100    | General Fund | 413      | Land Development | 4113    | Overtime                       | \$3,000     | \$0         | \$3,000     |      |
| 100    | General Fund | 413      | Land Development | 4131    | PERS                           | \$360,592   | \$0         | \$360,592   |      |
| 100    | General Fund | 413      | Land Development | 4132    | Group Insurance                | \$246,648   | \$0         | \$246,648   |      |
| 100    | General Fund | 413      | Land Development | 4133    | Medicare-Employer's Contributi | \$15,281    | \$0         | \$15,281    |      |
| 100    | General Fund | 413      | Land Development | 4135    | Worker's Compensation          | \$15,808    | \$0         | \$15,808    |      |
| 100    | General Fund | 413      | Land Development | 4138    | Deferred Comp-Employer Contr   | \$6,300     | \$0         | \$6,300     |      |
| 100    | General Fund | 413      | Land Development | 4143    | Charged to CIPs                | (\$26,174)  | \$26,174    | \$0         |      |
| 100    | General Fund | 413      | Land Development | 4146    | Short Term Disability          | \$588       | \$0         | \$588       |      |
| 100    | General Fund | 413      | Land Development | 4161    | Retiree Medical Reserve        | \$11,341    | \$0         | \$11,341    |      |
| 100    | General Fund | 413      | Land Development | 4231    | Advertising                    | \$1,000     | \$0         | \$1,000     |      |
| 100    | General Fund | 413      | Land Development | 4237    | Contractual Services           | \$135,000   | (\$135,000) | \$0         |      |
| 100    | General Fund | 413      | Land Development | 4501    | Memberships & Dues             | \$400       | \$0         | \$400       |      |
| Total  |              |          |                  |         |                                | \$1,823,656 | (\$108,826) | \$1,714,830 |      |

| Fund # | Fund Desc    | Division | Div Description     | Account | Account Description            | Budget      | Adjust      | Total     | Note |
|--------|--------------|----------|---------------------|---------|--------------------------------|-------------|-------------|-----------|------|
| 100    | General Fund | 415      | Traffic Engineering | 4111    | Permanent                      | \$521,683   | \$0         | \$521,683 |      |
| 100    | General Fund | 415      | Traffic Engineering | 4113    | Overtime                       | \$1,000     | \$0         | \$1,000   |      |
| 100    | General Fund | 415      | Traffic Engineering | 4131    | PERS                           | \$178,488   | \$0         | \$178,488 |      |
| 100    | General Fund | 415      | Traffic Engineering | 4132    | Group Insurance                | \$94,116    | \$0         | \$94,116  |      |
| 100    | General Fund | 415      | Traffic Engineering | 4133    | Medicare-Employer's Contributi | \$7,564     | \$0         | \$7,564   |      |
| 100    | General Fund | 415      | Traffic Engineering | 4135    | Worker's Compensation          | \$7,825     | \$0         | \$7,825   |      |
| 100    | General Fund | 415      | Traffic Engineering | 4138    | Deferred Comp-Employer Contr   | \$2,700     | \$0         | \$2,700   |      |
| 100    | General Fund | 415      | Traffic Engineering | 4143    | Charged to CIPs                | (\$124,577) | \$124,577   | \$0       |      |
| 100    | General Fund | 415      | Traffic Engineering | 4146    | Short Term Disability          | \$252       | \$0         | \$252     |      |
| 100    | General Fund | 415      | Traffic Engineering | 4161    | Retiree Medical Reserve        | \$5,314     | \$0         | \$5,314   |      |
| 100    | General Fund | 415      | Traffic Engineering | 4211    | Equipment Replacement Amorti   | \$2,135     | \$0         | \$2,135   |      |
| 100    | General Fund | 415      | Traffic Engineering | 4237    | Contractual Services           | \$120,000   | (\$120,000) | \$0       |      |
| 100    | General Fund | 415      | Traffic Engineering | 4501    | Memberships & Dues             | \$500       | \$0         | \$500     |      |
| Total  |              |          |                     |         |                                | \$817,000   | \$4,577     | \$821,577 |      |

|       |  |  |  |  |  |             |             |             |  |
|-------|--|--|--|--|--|-------------|-------------|-------------|--|
| Total |  |  |  |  |  | \$4,757,564 | \$1,691,149 | \$6,448,713 |  |
|-------|--|--|--|--|--|-------------|-------------|-------------|--|

City of Milpitas

User and Regulatory Fee Study

Calculation of Fully-Burdened Hourly Rate - Public Works Engineering

**Allocation of Citywide Overhead**

| Description                  | C'wide OH<br>Rate | Mod Op Exp  | Allocation of<br>C'wide OH | Note |
|------------------------------|-------------------|-------------|----------------------------|------|
| Citywide Overhead Allocation | 16.6%             | \$6,448,713 | \$1,070,486                | [b]  |

**Allocation of Department Administration**

| Description                | Total     | Note |
|----------------------------|-----------|------|
| Engineering Administration | \$24,274  | [c]  |
| Design & Construction      | \$116,285 | [c]  |
| Land Development           | \$121,088 | [c]  |
| Traffic Engineering        | \$54,247  | [c]  |
| Total                      | \$315,894 |      |

**Allocation of Total Costs**

| Description                             | Total       | Note |
|-----------------------------------------|-------------|------|
| Direct Expenses                         | \$6,448,713 |      |
| Allocation of Citywide Overhead         | \$1,070,486 |      |
| Allocation of Department Administration | \$315,894   |      |
| Total                                   | \$7,835,093 |      |

**Calculation of Fully-Burdened Hourly Rate**

| Description                | Total       |
|----------------------------|-------------|
| Costs                      | \$7,835,093 |
| Direct Hours               | 31,315      |
| Fully-Burdened Hourly Rate | \$250       |

**Calculation of Cost Multiplier for Fully-Burdened Hourly Rate (Apply to Base Salary Cost Per Hour)**

| Description | FTE   | Annual Hours<br>Per FTE | Total Annual<br>Hours | Estimated<br>Salaries | Hourly Wage<br>Rate Only<br>Assuming Total<br>Annual Hours | Fully-Burdened<br>Hourly Rate | Indirect Cost<br>Rate Multiplier<br>(ICR) |
|-------------|-------|-------------------------|-----------------------|-----------------------|------------------------------------------------------------|-------------------------------|-------------------------------------------|
| Engineering | 27.00 | 2,080                   | 56,160                | \$4,228,037           | \$75                                                       | \$250                         | 3.32                                      |

**Calculation of Fully-Burdened Hourly Rate by Position**

| Position                       | Total Salaries | Total FTE | Avg Salary<br>Per FTE | Avg Salary<br>Per Hour | ICR for Fully-<br>Burdened<br>Hourly Rate | Fully-Burdened<br>Hourly Rate |
|--------------------------------|----------------|-----------|-----------------------|------------------------|-------------------------------------------|-------------------------------|
| City Engineer                  | \$227,802      | 1.00      | \$227,802             | \$110                  | 3.32                                      | \$364                         |
| Princ Civil Engineer           | \$370,531      | 2.00      | \$185,266             | \$89                   | 3.32                                      | \$296                         |
| PW Division Mgr. - Engineering | \$351,520      | 2.00      | \$175,760             | \$85                   | 3.32                                      | \$281                         |
| Assoc Civil Engineer           | \$1,176,739    | 7.00      | \$168,106             | \$81                   | 3.32                                      | \$268                         |
| Management Analyst             | \$167,149      | 1.00      | \$167,149             | \$80                   | 3.32                                      | \$267                         |
| Senior Public Works Inspector  | \$163,862      | 1.00      | \$163,862             | \$79                   | 3.32                                      | \$262                         |
| Assistant Engineer             | \$877,094      | 6.00      | \$146,182             | \$70                   | 3.32                                      | \$233                         |
| Pub Works Insp                 | \$425,568      | 3.00      | \$141,856             | \$68                   | 3.32                                      | \$226                         |
| Administrative Analyst II      | \$130,874      | 1.00      | \$130,874             | \$63                   | 3.32                                      | \$209                         |
| Engineering Aide               | \$232,502      | 2.00      | \$116,251             | \$56                   | 3.32                                      | \$186                         |
| Administrative Assistant       | \$104,395      | 1.00      | \$104,395             | \$50                   | 3.32                                      | \$167                         |

[a] Source: FY 25/26 Adopted Budget.

[b] Source: Citywide overhead cost allocation plan.

[c] See separate worksheet.



City of Milpitas  
User and Regulatory Fee Study  
Cost of Service Calculation - Engineering Fees

| Fee Description                                       |                                                              | Service Time | Fully-Burdened Hourly Rate | Cost of Service | Current Fee | Current Cost Recovery | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Note |
|-------------------------------------------------------|--------------------------------------------------------------|--------------|----------------------------|-----------------|-------------|-----------------------|--------------|------------------------|----------------------|---------------------|------|
| 1                                                     | Minor Encroachment Permit                                    | 8.0          | \$250                      | \$2,000         | \$1,265     | 63%                   | \$2,000      | 100%                   | \$735                | 58%                 | [a]  |
| 2                                                     | Lot Line / Merger Adjustment                                 | 20.0         | \$250                      | \$5,000         | \$3,732     | 75%                   | \$5,000      | 100%                   | \$1,268              | 34%                 |      |
| 3                                                     | Street / Alley Easement Vacation                             | 20.0         | \$250                      | \$5,000         | \$2,711     | 54%                   | \$5,000      | 100%                   | \$2,289              | 84%                 |      |
| Building Permit Reviews:                              |                                                              |              |                            |                 |             |                       |              |                        |                      |                     |      |
| 4                                                     | Single Family New Building / Addition                        | 3.0          | \$250                      | \$750           | \$694       | 93%                   | \$750        | 100%                   | \$56                 | 8%                  |      |
| 5                                                     | Commercial / Industrial New Building                         | 10.0         | \$250                      | \$2,500         | \$2,314     | 93%                   | \$2,500      | 100%                   | \$186                | 8%                  |      |
| 6                                                     | Commercial / Industrial Tenant Improvement                   | 3.0          | \$250                      | \$750           | \$231       | 31%                   | \$750        | 100%                   | \$519                | 224%                |      |
| 7                                                     | Commercial / Industrial Site Improvement (including Grading) | 10.0         | \$250                      | \$2,500         | \$2,082     | 83%                   | \$2,500      | 100%                   | \$418                | 20%                 |      |
| 8                                                     | All Other Permit Application Reviews (per hour)              | 1.0          | \$250                      | \$250           | \$231       | 93%                   | \$250        | 100%                   | \$19                 | 8%                  |      |
| Engineering Plan Review: (Construction Cost Estimate) |                                                              |              |                            |                 |             |                       |              |                        |                      |                     |      |
| 9                                                     | Up to \$50,000                                               | 30.0         | \$250                      | \$7,500         | \$5,910     | 79%                   | \$7,500      | 100%                   | \$1,590              | 27%                 |      |
| 10                                                    | \$50,001-\$200,000                                           | 60.0         | \$250                      | \$15,000        | \$11,820    | 79%                   | \$15,000     | 100%                   | \$3,180              | 27%                 |      |
| 11                                                    | \$200,001-\$500,000                                          | 90.0         | \$250                      | \$22,500        | \$17,730    | 79%                   | \$22,500     | 100%                   | \$4,770              | 27%                 |      |
| 12                                                    | Over \$500,001                                               | 120.0        | \$250                      | \$30,000        | \$23,639    | 79%                   | \$30,000     | 100%                   | \$6,361              | 27%                 |      |
| Engineering Inspection: (Construction Cost Estimate)  |                                                              |              |                            |                 |             |                       |              |                        |                      |                     |      |
| 13                                                    | Up to \$50,000                                               | 20.0         | \$250                      | \$5,000         | \$5,910     | 118%                  | \$5,000      | 100%                   | (\$910)              | -15%                |      |
| 14                                                    | Greater than \$50,000 - % of Construction Cost Estimate      |              |                            |                 | 10%         |                       | 10%          |                        | No Change            | No Change           |      |
| 15                                                    | Technology Fee - % of Permit                                 |              |                            |                 | 3.80%       |                       | 3.80%        |                        | No Change            | No Change           |      |

[a] Fee includes Planning and Engineering review.



**User and Regulatory Fees**

*Cost of Service Calculations*

*Utilities Service Fees*

City of Milpitas  
User and Regulatory Fee Study  
Allocation of Annual Labor Effort - Public Works - Utilities

| Position                       | Hourly | FTE   | Yearly      | Total Hours<br>Per FTE | Less: Holiday<br>& Leave | Productive<br>Hours Per FTE | Total<br>Productive<br>Hours | Indirect | Direct | Total | Note    |
|--------------------------------|--------|-------|-------------|------------------------|--------------------------|-----------------------------|------------------------------|----------|--------|-------|---------|
| Public Works Director          | \$127  | 0.70  | \$184,854   | 2,080                  | 216                      | 1,864                       | 1,305                        | 100%     | 0%     | 100%  | [a],[b] |
| Deputy Public Works Director   | \$110  | 0.70  | \$159,461   | 2,080                  | 216                      | 1,864                       | 1,305                        | 100%     | 0%     | 100%  | [a],[b] |
| Princ Civil Engineer           | \$89   | 1.00  | \$185,266   | 2,080                  | 216                      | 1,864                       | 1,864                        | 20%      | 80%    | 100%  | [a],[b] |
| Finance Manager                | \$88   | 0.75  | \$136,531   | 2,080                  | 216                      | 1,864                       | 1,398                        | 60%      | 40%    | 100%  | [a],[b] |
| PW Division Mgr. - Utl.        | \$85   | 0.80  | \$140,608   | 2,080                  | 216                      | 1,864                       | 1,491                        | 60%      | 40%    | 100%  | [a],[b] |
| Senior Administrative Analyst  | \$73   | 1.35  | \$205,124   | 2,080                  | 216                      | 1,864                       | 2,516                        | 100%     | 0%     | 100%  | [a],[b] |
| Envir & Regulatory Comply Spec | \$73   | 0.70  | \$106,055   | 2,080                  | 216                      | 1,864                       | 1,305                        | 20%      | 80%    | 100%  | [a],[b] |
| Senior Public Works Lead       | \$72   | 1.50  | \$224,858   | 2,080                  | 216                      | 1,864                       | 2,796                        | 20%      | 80%    | 100%  | [a],[b] |
| Environmental Inspector        | \$72   | 0.75  | \$111,712   | 2,080                  | 216                      | 1,864                       | 1,398                        | 20%      | 80%    | 100%  | [a],[b] |
| Assistant Engineer             | \$70   | 3.00  | \$438,547   | 2,080                  | 216                      | 1,864                       | 5,592                        | 20%      | 80%    | 100%  | [a],[b] |
| Senior Accountant              | \$66   | 0.80  | \$110,040   | 2,080                  | 216                      | 1,864                       | 1,491                        | 20%      | 80%    | 100%  | [a],[b] |
| Equip Maint Worker III - 40    | \$66   | 1.90  | \$258,935   | 2,080                  | 216                      | 1,864                       | 3,542                        | 20%      | 80%    | 100%  | [a],[b] |
| Water System Operator - 40     | \$65   | 3.00  | \$406,349   | 2,080                  | 216                      | 1,864                       | 5,592                        | 20%      | 80%    | 100%  | [a],[b] |
| Administrative Analyst II      | \$63   | 0.70  | \$91,612    | 2,080                  | 216                      | 1,864                       | 1,305                        | 100%     | 0%     | 100%  | [a],[b] |
| SCADA Technician               | \$62   | 0.67  | \$86,208    | 2,080                  | 216                      | 1,864                       | 1,249                        | 20%      | 80%    | 100%  | [a],[b] |
| Cross Connection Specialist    | \$61   | 1.00  | \$126,235   | 2,080                  | 216                      | 1,864                       | 1,864                        | 20%      | 80%    | 100%  | [a],[b] |
| Equip Maint Worker II - 40     | \$58   | 1.00  | \$120,952   | 2,080                  | 216                      | 1,864                       | 1,864                        | 20%      | 80%    | 100%  | [a],[b] |
| Assistant Water Operator - 40  | \$58   | 0.97  | \$116,617   | 2,080                  | 216                      | 1,864                       | 1,808                        | 20%      | 80%    | 100%  | [a],[b] |
| Administrative Analyst I       | \$57   | 1.00  | \$118,518   | 2,080                  | 216                      | 1,864                       | 1,864                        | 100%     | 0%     | 100%  | [a],[b] |
| Engineering Aide               | \$56   | 1.00  | \$116,251   | 2,080                  | 216                      | 1,864                       | 1,864                        | 20%      | 80%    | 100%  | [a],[b] |
| Maintenance Worker III - 40    | \$54   | 4.67  | \$523,369   | 2,080                  | 216                      | 1,864                       | 8,705                        | 20%      | 80%    | 100%  | [a],[b] |
| Senior Accounting Technician   | \$51   | 0.80  | \$85,047    | 2,080                  | 216                      | 1,864                       | 1,491                        | 20%      | 80%    | 100%  | [a],[b] |
| Maint Worker II-40             | \$47   | 3.75  | \$368,706   | 2,080                  | 216                      | 1,864                       | 6,990                        | 20%      | 80%    | 100%  | [a],[b] |
| Water Meter Technician II - 40 | \$47   | 1.00  | \$97,469    | 2,080                  | 216                      | 1,864                       | 1,864                        | 20%      | 80%    | 100%  | [a],[b] |
| Accounting Technician II       | \$46   | 2.25  | \$217,480   | 2,080                  | 216                      | 1,864                       | 4,194                        | 20%      | 80%    | 100%  | [a],[b] |
| Office Specialist              | \$46   | 0.50  | \$48,329    | 2,080                  | 216                      | 1,864                       | 932                          | 100%     | 0%     | 100%  | [a],[b] |
| Maint Worker I-40              | \$43   | 2.20  | \$196,676   | 2,080                  | 216                      | 1,864                       | 4,101                        | 20%      | 80%    | 100%  | [a],[b] |
| Water Meter Technician I - 40  | \$43   | 1.00  | \$88,608    | 2,080                  | 216                      | 1,864                       | 1,864                        | 20%      | 80%    | 100%  | [a],[b] |
| Accounting Technician I        | \$42   | 0.80  | \$70,287    | 2,080                  | 216                      | 1,864                       | 1,491                        | 20%      | 80%    | 100%  | [a],[b] |
| Office Asst II                 | \$40   | 0.50  | \$42,016    | 2,080                  | 216                      | 1,864                       | 932                          | 100%     | 0%     | 100%  | [a],[b] |
| Total                          |        | 40.76 | \$5,182,721 |                        |                          |                             | 75,977                       |          |        |       |         |

User and Regulatory Fee Study

Allocation of Annual Labor Effort - Public Works - Utilities

| Position                       | Indirect Hours | Direct Hours  | Total Hours   | Note    |
|--------------------------------|----------------|---------------|---------------|---------|
| Public Works Director          | 1,305          | 0             | 1,305         | [a],[b] |
| Deputy Public Works Director   | 1,305          | 0             | 1,305         | [a],[b] |
| Princ Civil Engineer           | 373            | 1,491         | 1,864         | [a],[b] |
| Finance Manager                | 839            | 559           | 1,398         | [a],[b] |
| PW Division Mgr. - Utl.        | 895            | 596           | 1,491         | [a],[b] |
| Senior Administrative Analyst  | 2,516          | 0             | 2,516         | [a],[b] |
| Envir & Regulatory Comply Spec | 261            | 1,044         | 1,305         | [a],[b] |
| Senior Public Works Lead       | 559            | 2,237         | 2,796         | [a],[b] |
| Environmental Inspector        | 280            | 1,118         | 1,398         | [a],[b] |
| Assistant Engineer             | 1,118          | 4,474         | 5,592         | [a],[b] |
| Senior Accountant              | 298            | 1,193         | 1,491         | [a],[b] |
| Equip Maint Worker III - 40    | 708            | 2,833         | 3,542         | [a],[b] |
| Water System Operator - 40     | 1,118          | 4,474         | 5,592         | [a],[b] |
| Administrative Analyst II      | 1,305          | 0             | 1,305         | [a],[b] |
| SCADA Technician               | 250            | 999           | 1,249         | [a],[b] |
| Cross Connection Specialist    | 373            | 1,491         | 1,864         | [a],[b] |
| Equip Maint Worker II - 40     | 373            | 1,491         | 1,864         | [a],[b] |
| Assistant Water Operator - 40  | 362            | 1,446         | 1,808         | [a],[b] |
| Administrative Analyst I       | 1,864          | 0             | 1,864         | [a],[b] |
| Engineering Aide               | 373            | 1,491         | 1,864         | [a],[b] |
| Maintenance Worker III - 40    | 1,741          | 6,964         | 8,705         | [a],[b] |
| Senior Accounting Technician   | 298            | 1,193         | 1,491         | [a],[b] |
| Maint Worker II-40             | 1,398          | 5,592         | 6,990         | [a],[b] |
| Water Meter Technician II - 40 | 373            | 1,491         | 1,864         | [a],[b] |
| Accounting Technician II       | 839            | 3,355         | 4,194         | [a],[b] |
| Office Specialist              | 932            | 0             | 932           | [a],[b] |
| Maint Worker I-40              | 820            | 3,281         | 4,101         | [a],[b] |
| Water Meter Technician I - 40  | 373            | 1,491         | 1,864         | [a],[b] |
| Accounting Technician I        | 298            | 1,193         | 1,491         | [a],[b] |
| Office Asst II                 | 932            | 0             | 932           | [a],[b] |
| <b>Total</b>                   | <b>24,478</b>  | <b>51,499</b> | <b>75,977</b> |         |

| Allocation of Hours | Share       | Total         | Note |
|---------------------|-------------|---------------|------|
| Indirect            | 32%         | 24,478        | [b]  |
| Direct              | 68%         | 51,499        | [b]  |
| <b>Total</b>        | <b>100%</b> | <b>75,977</b> |      |

[a] Source: FY 25/26 authorized positions and salary schedule effective July 13, 2025.

[b] Direct/Indirect hours are intended to serve as reasonable estimates. Amounts will vary from year-to-year depending on activity, projects, and City Council priorities.

## Recurring Expenditures [a]

| Fund # | Fund Desc | Division | Div Description         | Account | Account Description            | Budget      | Adjust      | Total     | Note |
|--------|-----------|----------|-------------------------|---------|--------------------------------|-------------|-------------|-----------|------|
| 400    | Water M&O | 323      | Fiscal Svcs - Utilities | 4111    | Permanent                      | \$527,178   | \$0         | \$527,178 |      |
| 400    | Water M&O | 323      | Fiscal Svcs - Utilities | 4112    | Temporary                      | \$26,975    | \$0         | \$26,975  |      |
| 400    | Water M&O | 323      | Fiscal Svcs - Utilities | 4113    | Overtime                       | \$7,210     | \$0         | \$7,210   |      |
| 400    | Water M&O | 323      | Fiscal Svcs - Utilities | 4121    | Allowances                     | \$970       | \$0         | \$970     |      |
| 400    | Water M&O | 323      | Fiscal Svcs - Utilities | 4131    | PERS                           | \$199,320   | \$0         | \$199,320 |      |
| 400    | Water M&O | 323      | Fiscal Svcs - Utilities | 4132    | Group Insurance                | \$112,438   | \$0         | \$112,438 |      |
| 400    | Water M&O | 323      | Fiscal Svcs - Utilities | 4133    | Medicare-Employer's Contributi | \$8,050     | \$0         | \$8,050   |      |
| 400    | Water M&O | 323      | Fiscal Svcs - Utilities | 4135    | Worker's Compensation          | \$2,731     | \$0         | \$2,731   |      |
| 400    | Water M&O | 323      | Fiscal Svcs - Utilities | 4138    | Deferred Comp-Employer Contr   | \$2,949     | \$0         | \$2,949   |      |
| 400    | Water M&O | 323      | Fiscal Svcs - Utilities | 4139    | PARS                           | \$10        | \$0         | \$10      |      |
| 400    | Water M&O | 323      | Fiscal Svcs - Utilities | 4143    | Charged to CIPs                | (\$16,038)  | \$16,038    | \$0       |      |
| 400    | Water M&O | 323      | Fiscal Svcs - Utilities | 4146    | Short Term Disability          | \$410       | \$0         | \$410     |      |
| 400    | Water M&O | 323      | Fiscal Svcs - Utilities | 4161    | Retiree Medical Reserve        | \$6,156     | \$0         | \$6,156   |      |
| 400    | Water M&O | 323      | Fiscal Svcs - Utilities | 4211    | Equipment Replacement Amorti   | \$3,818     | \$0         | \$3,818   |      |
| 400    | Water M&O | 323      | Fiscal Svcs - Utilities | 4221    | Office Supplies                | \$25,700    | (\$25,700)  | \$0       |      |
| 400    | Water M&O | 323      | Fiscal Svcs - Utilities | 4223    | Departmental Supplies          | \$14,500    | (\$14,500)  | \$0       |      |
| 400    | Water M&O | 323      | Fiscal Svcs - Utilities | 4237    | Contractual Services           | \$309,800   | (\$309,800) | \$0       |      |
| 400    | Water M&O | 323      | Fiscal Svcs - Utilities | 4241    | Repair & Maintenance           | \$30,000    | (\$30,000)  | \$0       |      |
| Total  |           |          |                         |         |                                | \$1,262,177 | (\$363,962) | \$898,215 |      |

| Fund # | Fund Desc | Division | Div Description  | Account | Account Description          | Budget       | Adjust         | Total | Note |
|--------|-----------|----------|------------------|---------|------------------------------|--------------|----------------|-------|------|
| 400    | Water M&O | 910      | Non-Departmental | 4124    | Leave Cashout                | \$25,000     | (\$25,000)     | \$0   |      |
| 400    | Water M&O | 910      | Non-Departmental | 4132    | Group Insurance              | \$1,545      | (\$1,545)      | \$0   |      |
| 400    | Water M&O | 910      | Non-Departmental | 4136    | Unemployment                 | \$1,500      | (\$1,500)      | \$0   |      |
| 400    | Water M&O | 910      | Non-Departmental | 4137    | MOU Contractual Agreements   | \$47,171     | (\$47,171)     | \$0   |      |
| 400    | Water M&O | 910      | Non-Departmental | 4237    | Contractual Services         | \$7,350      | (\$7,350)      | \$0   |      |
| 400    | Water M&O | 910      | Non-Departmental | 4239    | Audit Fees                   | \$12,500     | (\$12,500)     | \$0   |      |
| 400    | Water M&O | 910      | Non-Departmental | 4253    | ABAG Attorney's Fees         | \$40,000     | (\$40,000)     | \$0   |      |
| 400    | Water M&O | 910      | Non-Departmental | 4254    | ABAG Settlements             | \$25,000     | (\$25,000)     | \$0   |      |
| 400    | Water M&O | 910      | Non-Departmental | 4421    | Utilities-Gas                | \$10,300     | (\$10,300)     | \$0   |      |
| 400    | Water M&O | 910      | Non-Departmental | 4422    | Utilities-Electric           | \$714,000    | (\$714,000)    | \$0   |      |
| 400    | Water M&O | 910      | Non-Departmental | 4423    | Utilities - Water            | \$136,517    | (\$136,517)    | \$0   |      |
| 400    | Water M&O | 910      | Non-Departmental | 4424    | SFWD, Wholesale Water Purcha | \$15,871,456 | (\$15,871,456) | \$0   |      |
| 400    | Water M&O | 910      | Non-Departmental | 4425    | SCVWD, Wholesale Water Purch | \$7,105,901  | (\$7,105,901)  | \$0   |      |
| 400    | Water M&O | 910      | Non-Departmental | 4427    | Recycled Water Purchase      | \$2,627,196  | (\$2,627,196)  | \$0   |      |
| 400    | Water M&O | 910      | Non-Departmental | 4509    | Tuition Reimbursement        | \$3,000      | (\$3,000)      | \$0   |      |
| 400    | Water M&O | 910      | Non-Departmental | 4602    | Liability Insurance          | \$211,972    | (\$211,972)    | \$0   |      |
| 400    | Water M&O | 910      | Non-Departmental | 4610    | Uncollectible Accounts       | \$50,000     | (\$50,000)     | \$0   |      |
| 400    | Water M&O | 910      | Non-Departmental | 4611    | Collection Fees              | \$8,500      | (\$8,500)      | \$0   |      |
| Total  |           |          |                  |         |                              | \$26,898,908 | (\$26,898,908) | \$0   |      |

**Recurring Expenditures [a]**

| Fund # | Fund Desc | Division | Div Description             | Account | Account Description | Budget    | Adjust      | Total | Note |
|--------|-----------|----------|-----------------------------|---------|---------------------|-----------|-------------|-------|------|
| 400    | Water M&O | 930      | Equipment to be Depreciated | 4851    | Vehicles            | \$133,816 | (\$133,816) | \$0   |      |
| Total  |           |          |                             |         |                     | \$133,816 | (\$133,816) | \$0   |      |

| Fund # | Fund Desc | Division  | Div Description    | Account | Account Description            | Budget      | Adjust      | Total     | Note |
|--------|-----------|-----------|--------------------|---------|--------------------------------|-------------|-------------|-----------|------|
| 400    | Water M&O | 400 / 420 | Public Works Admin | 4111    | Permanent                      | \$494,610   | \$0         | \$494,610 |      |
| 400    | Water M&O | 400 / 420 | Public Works Admin | 4112    | Temporary                      | \$30,000    | \$0         | \$30,000  |      |
| 400    | Water M&O | 400 / 420 | Public Works Admin | 4113    | Overtime                       | \$6,000     | \$0         | \$6,000   |      |
| 400    | Water M&O | 400 / 420 | Public Works Admin | 4121    | Allowances                     | \$2,640     | \$0         | \$2,640   |      |
| 400    | Water M&O | 400 / 420 | Public Works Admin | 4131    | PERS                           | \$169,224   | \$0         | \$169,224 |      |
| 400    | Water M&O | 400 / 420 | Public Works Admin | 4132    | Group Insurance                | \$53,746    | \$0         | \$53,746  |      |
| 400    | Water M&O | 400 / 420 | Public Works Admin | 4133    | Medicare-Employer's Contributi | \$7,645     | \$0         | \$7,645   |      |
| 400    | Water M&O | 400 / 420 | Public Works Admin | 4135    | Worker's Compensation          | \$7,566     | \$0         | \$7,566   |      |
| 400    | Water M&O | 400 / 420 | Public Works Admin | 4138    | Deferred Comp-Employer Contr   | \$2,520     | \$0         | \$2,520   |      |
| 400    | Water M&O | 400 / 420 | Public Works Admin | 4139    | PARS                           | \$450       | \$0         | \$450     |      |
| 400    | Water M&O | 400 / 420 | Public Works Admin | 4146    | Short Term Disability          | \$235       | \$0         | \$235     |      |
| 400    | Water M&O | 400 / 420 | Public Works Admin | 4161    | Retiree Medical Reserve        | \$4,147     | \$0         | \$4,147   |      |
| 400    | Water M&O | 400 / 420 | Public Works Admin | 4237    | Contractual Services           | \$255,127   | (\$255,127) | \$0       |      |
| 400    | Water M&O | 400 / 420 | Public Works Admin | 4501    | Memberships & Dues             | \$9,709     | \$0         | \$9,709   |      |
| 400    | Water M&O | 400 / 420 | Public Works Admin | 4503    | Training and Registration      | \$28,050    | \$0         | \$28,050  |      |
| Total  |           |           |                    |         |                                | \$1,071,669 | (\$255,127) | \$816,542 |      |

| Fund # | Fund Desc | Division | Div Description    | Account | Account Description            | Budget   | Adjust | Total    | Note |
|--------|-----------|----------|--------------------|---------|--------------------------------|----------|--------|----------|------|
| 400    | Water M&O | 421      | Street Maintenance | 4111    | Permanent                      | \$51,294 | \$0    | \$51,294 |      |
| 400    | Water M&O | 421      | Street Maintenance | 4131    | PERS                           | \$17,553 | \$0    | \$17,553 |      |
| 400    | Water M&O | 421      | Street Maintenance | 4132    | Group Insurance                | \$15,765 | \$0    | \$15,765 |      |
| 400    | Water M&O | 421      | Street Maintenance | 4133    | Medicare-Employer's Contributi | \$744    | \$0    | \$744    |      |
| 400    | Water M&O | 421      | Street Maintenance | 4135    | Worker's Compensation          | \$712    | \$0    | \$712    |      |
| 400    | Water M&O | 421      | Street Maintenance | 4146    | Short Term Disability          | \$35     | \$0    | \$35     |      |
| 400    | Water M&O | 421      | Street Maintenance | 4161    | Retiree Medical Reserve        | \$746    | \$0    | \$746    |      |
| Total  |           |          |                    |         |                                | \$86,849 | \$0    | \$86,849 |      |

## Recurring Expenditures [a]

| Fund # | Fund Desc | Division | Div Description     | Account | Account Description            | Budget    | Adjust      | Total     | Note |
|--------|-----------|----------|---------------------|---------|--------------------------------|-----------|-------------|-----------|------|
| 400    | Water M&O | 422      | Utility Engineering | 4111    | Permanent                      | \$478,394 | \$0         | \$478,394 |      |
| 400    | Water M&O | 422      | Utility Engineering | 4112    | Temporary                      | \$12,500  | \$0         | \$12,500  |      |
| 400    | Water M&O | 422      | Utility Engineering | 4113    | Overtime                       | \$3,200   | \$0         | \$3,200   |      |
| 400    | Water M&O | 422      | Utility Engineering | 4121    | Allowances                     | \$0       | \$0         | \$0       |      |
| 400    | Water M&O | 422      | Utility Engineering | 4131    | PERS                           | \$163,695 | \$0         | \$163,695 |      |
| 400    | Water M&O | 422      | Utility Engineering | 4132    | Group Insurance                | \$94,840  | \$0         | \$94,840  |      |
| 400    | Water M&O | 422      | Utility Engineering | 4133    | Medicare-Employer's Contributi | \$7,300   | \$0         | \$7,300   |      |
| 400    | Water M&O | 422      | Utility Engineering | 4135    | Worker's Compensation          | \$7,226   | \$0         | \$7,226   |      |
| 400    | Water M&O | 422      | Utility Engineering | 4138    | Deferred Comp-Employer Contr   | \$2,250   | \$0         | \$2,250   |      |
| 400    | Water M&O | 422      | Utility Engineering | 4139    | PARS                           | \$375     | \$0         | \$375     |      |
| 400    | Water M&O | 422      | Utility Engineering | 4146    | Short Term Disability          | \$294     | \$0         | \$294     |      |
| 400    | Water M&O | 422      | Utility Engineering | 4161    | Retiree Medical Reserve        | \$5,760   | \$0         | \$5,760   |      |
| 400    | Water M&O | 422      | Utility Engineering | 4221    | Office Supplies                | \$3,000   | \$0         | \$3,000   |      |
| 400    | Water M&O | 422      | Utility Engineering | 4223    | Departmental Supplies          | \$31,400  | \$0         | \$31,400  |      |
| 400    | Water M&O | 422      | Utility Engineering | 4225    | Health & Safety Supplies       | \$1,275   | \$0         | \$1,275   |      |
| 400    | Water M&O | 422      | Utility Engineering | 4231    | Advertising                    | \$1,000   | \$0         | \$1,000   |      |
| 400    | Water M&O | 422      | Utility Engineering | 4232    | Blueprinting                   | \$0       | \$0         | \$0       |      |
| 400    | Water M&O | 422      | Utility Engineering | 4237    | Contractual Services           | \$147,232 | (\$147,232) | \$0       |      |
| 400    | Water M&O | 422      | Utility Engineering | 4501    | Memberships & Dues             | \$0       | \$0         | \$0       |      |
| 400    | Water M&O | 422      | Utility Engineering | 4503    | Training and Registration      | \$12,200  | \$0         | \$12,200  |      |
| Total  |           |          |                     |         |                                | \$971,941 | (\$147,232) | \$824,709 |      |

## Recurring Expenditures [a]

| Fund # | Fund Desc | Division | Div Description     | Account | Account Description            | Budget      | Adjust      | Total       | Note |
|--------|-----------|----------|---------------------|---------|--------------------------------|-------------|-------------|-------------|------|
| 400    | Water M&O | 423      | Utility Maintenance | 4111    | Permanent                      | \$1,541,785 | \$0         | \$1,541,785 |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4113    | Overtime                       | \$80,000    | \$0         | \$80,000    |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4121    | Allowances                     | \$6,399     | \$0         | \$6,399     |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4122    | Standby Pay MEA                | \$39,159    | \$0         | \$39,159    |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4131    | PERS                           | \$529,798   | \$0         | \$529,798   |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4132    | Group Insurance                | \$441,154   | \$0         | \$441,154   |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4133    | Medicare-Employer's Contributi | \$22,449    | \$0         | \$22,449    |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4135    | Worker's Compensation          | \$21,663    | \$0         | \$21,663    |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4146    | Short Term Disability          | \$1,116     | \$0         | \$1,116     |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4161    | Retiree Medical Reserve        | \$22,674    | \$0         | \$22,674    |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4211    | Equipment Replacement Amorti   | \$427,479   | (\$427,479) | \$0         |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4221    | Office Supplies                | \$2,188     | \$0         | \$2,188     |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4223    | Departmental Supplies          | \$11,072    | \$0         | \$11,072    |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4224    | Maintenance Supplies           | \$174,779   | (\$174,779) | \$0         |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4225    | Health & Safety Supplies       | \$22,647    | \$0         | \$22,647    |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4237    | Contractual Services           | \$180,687   | (\$180,687) | \$0         |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4241    | Repair & Maintenance           | \$50,000    | (\$50,000)  | \$0         |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4412    | Computer Data Lines            | \$7,200     | \$0         | \$7,200     |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4501    | Memberships & Dues             | \$2,500     | \$0         | \$2,500     |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4502    | Professional Licensing         | \$1,375     | \$0         | \$1,375     |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4503    | Training and Registration      | \$36,800    | \$0         | \$36,800    |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4506    | Meals for Meetings             | \$500       | \$0         | \$500       |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4931    | Hydrants                       | \$31,000    | (\$31,000)  | \$0         |      |
| 400    | Water M&O | 423      | Utility Maintenance | 4932    | Meters                         | \$10,000    | (\$10,000)  | \$0         |      |
| Total  |           |          |                     |         |                                | \$3,664,424 | (\$873,945) | \$2,790,479 |      |

| Fund # | Fund Desc | Division | Div Description        | Account | Account Description | Budget   | Adjust     | Total | Note |
|--------|-----------|----------|------------------------|---------|---------------------|----------|------------|-------|------|
| 400    | Water M&O | 427      | Facilities Maintenance | 4242    | Rents & Leases      | \$10,000 | (\$10,000) | \$0   |      |
| Total  |           |          |                        |         |                     | \$10,000 | (\$10,000) | \$0   |      |



## Recurring Expenditures [a]

| Fund # | Fund Desc | Division | Div Description | Account | Account Description            | Budget    | Adjust     | Total     | Note |
|--------|-----------|----------|-----------------|---------|--------------------------------|-----------|------------|-----------|------|
| 400    | Water M&O | 428      | Compliance      | 4111    | Permanent                      | \$172,181 | \$0        | \$172,181 |      |
| 400    | Water M&O | 428      | Compliance      | 4131    | PERS                           | \$58,922  | \$0        | \$58,922  |      |
| 400    | Water M&O | 428      | Compliance      | 4132    | Group Insurance                | \$35,562  | \$0        | \$35,562  |      |
| 400    | Water M&O | 428      | Compliance      | 4133    | Medicare-Employer's Contributi | \$2,497   | \$0        | \$2,497   |      |
| 400    | Water M&O | 428      | Compliance      | 4135    | Worker's Compensation          | \$2,583   | \$0        | \$2,583   |      |
| 400    | Water M&O | 428      | Compliance      | 4138    | Deferred Comp-Employer Contr   | \$1,350   | \$0        | \$1,350   |      |
| 400    | Water M&O | 428      | Compliance      | 4146    | Short Term Disability          | \$126     | \$0        | \$126     |      |
| 400    | Water M&O | 428      | Compliance      | 4161    | Retiree Medical Reserve        | \$1,464   | \$0        | \$1,464   |      |
| 400    | Water M&O | 428      | Compliance      | 4225    | Health & Safety Supplies       | \$1,062   | \$0        | \$1,062   |      |
| 400    | Water M&O | 428      | Compliance      | 4237    | Contractual Services           | \$89,731  | (\$89,731) | \$0       |      |
| 400    | Water M&O | 428      | Compliance      | 4501    | Memberships & Dues             | \$250     | \$0        | \$250     |      |
| 400    | Water M&O | 428      | Compliance      | 4503    | Training and Registration      | \$1,500   | \$0        | \$1,500   |      |
| Total  |           |          |                 |         |                                | \$367,228 | (\$89,731) | \$277,497 |      |

| Fund # | Fund Desc | Division | Div Description         | Account | Account Description            | Budget     | Adjust      | Total     | Note |
|--------|-----------|----------|-------------------------|---------|--------------------------------|------------|-------------|-----------|------|
| 450    | Sewer M&O | 323      | Fiscal Svcs - Utilities | 4111    | Permanent                      | \$282,207  | \$0         | \$282,207 |      |
| 450    | Sewer M&O | 323      | Fiscal Svcs - Utilities | 4112    | Temporary                      | \$26,974   | \$0         | \$26,974  |      |
| 450    | Sewer M&O | 323      | Fiscal Svcs - Utilities | 4113    | Overtime                       | \$2,000    | \$0         | \$2,000   |      |
| 450    | Sewer M&O | 323      | Fiscal Svcs - Utilities | 4121    | Allowances                     | \$242      | \$0         | \$242     |      |
| 450    | Sewer M&O | 323      | Fiscal Svcs - Utilities | 4131    | PERS                           | \$105,700  | \$0         | \$105,700 |      |
| 450    | Sewer M&O | 323      | Fiscal Svcs - Utilities | 4132    | Group Insurance                | \$52,030   | \$0         | \$52,030  |      |
| 450    | Sewer M&O | 323      | Fiscal Svcs - Utilities | 4133    | Medicare-Employer's Contributi | \$4,501    | \$0         | \$4,501   |      |
| 450    | Sewer M&O | 323      | Fiscal Svcs - Utilities | 4135    | Worker's Compensation          | \$1,556    | \$0         | \$1,556   |      |
| 450    | Sewer M&O | 323      | Fiscal Svcs - Utilities | 4138    | Deferred Comp-Employer Contr   | \$1,908    | \$0         | \$1,908   |      |
| 450    | Sewer M&O | 323      | Fiscal Svcs - Utilities | 4139    | PARS                           | \$10       | \$0         | \$10      |      |
| 450    | Sewer M&O | 323      | Fiscal Svcs - Utilities | 4143    | Charged to CIPs                | (\$16,038) | \$16,038    | \$0       |      |
| 450    | Sewer M&O | 323      | Fiscal Svcs - Utilities | 4146    | Short Term Disability          | \$212      | \$0         | \$212     |      |
| 450    | Sewer M&O | 323      | Fiscal Svcs - Utilities | 4161    | Retiree Medical Reserve        | \$3,063    | \$0         | \$3,063   |      |
| 450    | Sewer M&O | 323      | Fiscal Svcs - Utilities | 4211    | Equipment Replacement Amorti   | \$955      | \$0         | \$955     |      |
| 450    | Sewer M&O | 323      | Fiscal Svcs - Utilities | 4221    | Office Supplies                | \$25,700   | (\$25,700)  | \$0       |      |
| 450    | Sewer M&O | 323      | Fiscal Svcs - Utilities | 4223    | Departmental Supplies          | \$2,000    | (\$2,000)   | \$0       |      |
| 450    | Sewer M&O | 323      | Fiscal Svcs - Utilities | 4237    | Contractual Services           | \$297,300  | (\$297,300) | \$0       |      |
| Total  |           |          |                         |         |                                | \$790,320  | (\$308,962) | \$481,358 |      |

## Recurring Expenditures [a]

| Fund # | Fund Desc | Division | Div Description  | Account | Account Description        | Budget      | Adjust        | Total | Note |
|--------|-----------|----------|------------------|---------|----------------------------|-------------|---------------|-------|------|
| 450    | Sewer M&O | 910      | Non-Departmental | 4124    | Leave Cashout              | \$25,000    | (\$25,000)    | \$0   |      |
| 450    | Sewer M&O | 910      | Non-Departmental | 4132    | Group Insurance            | \$1,545     | (\$1,545)     | \$0   |      |
| 450    | Sewer M&O | 910      | Non-Departmental | 4136    | Unemployment               | \$1,500     | (\$1,500)     | \$0   |      |
| 450    | Sewer M&O | 910      | Non-Departmental | 4137    | MOU Contractual Agreements | \$47,171    | (\$47,171)    | \$0   |      |
| 450    | Sewer M&O | 910      | Non-Departmental | 4237    | Contractual Services       | \$26,650    | (\$26,650)    | \$0   |      |
| 450    | Sewer M&O | 910      | Non-Departmental | 4239    | Audit Fees                 | \$12,500    | (\$12,500)    | \$0   |      |
| 450    | Sewer M&O | 910      | Non-Departmental | 4253    | ABAG Attorney's Fees       | \$100,000   | (\$100,000)   | \$0   |      |
| 450    | Sewer M&O | 910      | Non-Departmental | 4254    | ABAG Settlements           | \$70,000    | (\$70,000)    | \$0   |      |
| 450    | Sewer M&O | 910      | Non-Departmental | 4421    | Utilities-Gas              | \$10,000    | (\$10,000)    | \$0   |      |
| 450    | Sewer M&O | 910      | Non-Departmental | 4422    | Utilities-Electric         | \$294,000   | (\$294,000)   | \$0   |      |
| 450    | Sewer M&O | 910      | Non-Departmental | 4423    | Utilities - Water          | \$31,000    | (\$31,000)    | \$0   |      |
| 450    | Sewer M&O | 910      | Non-Departmental | 4429    | Treatment Plant, M & O     | \$7,568,416 | (\$7,568,416) | \$0   |      |
| 450    | Sewer M&O | 910      | Non-Departmental | 4509    | Tuition Reimbursement      | \$3,000     | (\$3,000)     | \$0   |      |
| 450    | Sewer M&O | 910      | Non-Departmental | 4602    | Liability Insurance        | \$631,918   | (\$631,918)   | \$0   |      |
| 450    | Sewer M&O | 910      | Non-Departmental | 4610    | Uncollectible Accounts     | \$50,000    | (\$50,000)    | \$0   |      |
| 450    | Sewer M&O | 910      | Non-Departmental | 4611    | Collection Fees            | \$6,000     | (\$6,000)     | \$0   |      |
| Total  |           |          |                  |         |                            | \$8,878,700 | (\$8,878,700) | \$0   |      |

| Fund # | Fund Desc | Division | Div Description | Account | Account Description     | Budget      | Adjust        | Total | Note |
|--------|-----------|----------|-----------------|---------|-------------------------|-------------|---------------|-------|------|
| 450    | Sewer M&O | 920      | Debt Service    | 4701    | Retirement of Principal | \$1,175,000 | (\$1,175,000) | \$0   |      |
| 450    | Sewer M&O | 920      | Debt Service    | 4711    | Interest Expense        | \$1,249,825 | (\$1,249,825) | \$0   |      |
| Total  |           |          |                 |         |                         | \$2,424,825 | (\$2,424,825) | \$0   |      |

| Fund # | Fund Desc | Division | Div Description             | Account | Account Description | Budget   | Adjust     | Total | Note |
|--------|-----------|----------|-----------------------------|---------|---------------------|----------|------------|-------|------|
| 450    | Sewer M&O | 930      | Equipment to be Depreciated | 4851    | Vehicles            | \$45,109 | (\$45,109) | \$0   |      |
| Total  |           |          |                             |         |                     | \$45,109 | (\$45,109) | \$0   |      |

## Recurring Expenditures [a]

| Fund # | Fund Desc | Division  | Div Description    | Account | Account Description            | Budget    | Adjust     | Total     | Note |
|--------|-----------|-----------|--------------------|---------|--------------------------------|-----------|------------|-----------|------|
| 450    | Sewer M&O | 400 / 420 | Public Works Admin | 4111    | Permanent                      | \$420,470 | \$0        | \$420,470 |      |
| 450    | Sewer M&O | 400 / 420 | Public Works Admin | 4112    | Temporary                      | \$30,000  | \$0        | \$30,000  |      |
| 450    | Sewer M&O | 400 / 420 | Public Works Admin | 4113    | Overtime                       | \$6,000   | \$0        | \$6,000   |      |
| 450    | Sewer M&O | 400 / 420 | Public Works Admin | 4121    | Allowances                     | \$1,980   | \$0        | \$1,980   |      |
| 450    | Sewer M&O | 400 / 420 | Public Works Admin | 4131    | PERS                           | \$143,860 | \$0        | \$143,860 |      |
| 450    | Sewer M&O | 400 / 420 | Public Works Admin | 4132    | Group Insurance                | \$48,170  | \$0        | \$48,170  |      |
| 450    | Sewer M&O | 400 / 420 | Public Works Admin | 4133    | Medicare-Employer's Contributi | \$6,561   | \$0        | \$6,561   |      |
| 450    | Sewer M&O | 400 / 420 | Public Works Admin | 4135    | Worker's Compensation          | \$6,453   | \$0        | \$6,453   |      |
| 450    | Sewer M&O | 400 / 420 | Public Works Admin | 4138    | Deferred Comp-Employer Contr   | \$2,205   | \$0        | \$2,205   |      |
| 450    | Sewer M&O | 400 / 420 | Public Works Admin | 4139    | PARS                           | \$450     | \$0        | \$450     |      |
| 450    | Sewer M&O | 400 / 420 | Public Works Admin | 4146    | Short Term Disability          | \$206     | \$0        | \$206     |      |
| 450    | Sewer M&O | 400 / 420 | Public Works Admin | 4161    | Retiree Medical Reserve        | \$3,553   | \$0        | \$3,553   |      |
| 450    | Sewer M&O | 400 / 420 | Public Works Admin | 4237    | Contractual Services           | \$31,560  | (\$31,560) | \$0       |      |
| 450    | Sewer M&O | 400 / 420 | Public Works Admin | 4501    | Memberships & Dues             | \$10,855  | \$0        | \$10,855  |      |
| 450    | Sewer M&O | 400 / 420 | Public Works Admin | 4503    | Training and Registration      | \$18,200  | \$0        | \$18,200  |      |
| Total  |           |           |                    |         |                                | \$730,523 | (\$31,560) | \$698,963 |      |

| Fund # | Fund Desc | Division | Div Description    | Account | Account Description            | Budget   | Adjust | Total    | Note |
|--------|-----------|----------|--------------------|---------|--------------------------------|----------|--------|----------|------|
| 450    | Sewer M&O | 421      | Street Maintenance | 4111    | Permanent                      | \$43,967 | \$0    | \$43,967 |      |
| 450    | Sewer M&O | 421      | Street Maintenance | 4131    | PERS                           | \$15,045 | \$0    | \$15,045 |      |
| 450    | Sewer M&O | 421      | Street Maintenance | 4132    | Group Insurance                | \$13,513 | \$0    | \$13,513 |      |
| 450    | Sewer M&O | 421      | Street Maintenance | 4133    | Medicare-Employer's Contributi | \$638    | \$0    | \$638    |      |
| 450    | Sewer M&O | 421      | Street Maintenance | 4135    | Worker's Compensation          | \$611    | \$0    | \$611    |      |
| 450    | Sewer M&O | 421      | Street Maintenance | 4146    | Short Term Disability          | \$30     | \$0    | \$30     |      |
| 450    | Sewer M&O | 421      | Street Maintenance | 4161    | Retiree Medical Reserve        | \$639    | \$0    | \$639    |      |
| Total  |           |          |                    |         |                                | \$74,443 | \$0    | \$74,443 |      |

## Recurring Expenditures [a]

| Fund # | Fund Desc | Division | Div Description     | Account | Account Description            | Budget    | Adjust     | Total     | Note |
|--------|-----------|----------|---------------------|---------|--------------------------------|-----------|------------|-----------|------|
| 450    | Sewer M&O | 422      | Utility Engineering | 4111    | Permanent                      | \$360,842 | \$0        | \$360,842 |      |
| 450    | Sewer M&O | 422      | Utility Engineering | 4112    | Temporary                      | \$12,500  | \$0        | \$12,500  |      |
| 450    | Sewer M&O | 422      | Utility Engineering | 4113    | Overtime                       | \$3,000   | \$0        | \$3,000   |      |
| 450    | Sewer M&O | 422      | Utility Engineering | 4131    | PERS                           | \$123,468 | \$0        | \$123,468 |      |
| 450    | Sewer M&O | 422      | Utility Engineering | 4132    | Group Insurance                | \$65,900  | \$0        | \$65,900  |      |
| 450    | Sewer M&O | 422      | Utility Engineering | 4133    | Medicare-Employer's Contributi | \$5,595   | \$0        | \$5,595   |      |
| 450    | Sewer M&O | 422      | Utility Engineering | 4135    | Worker's Compensation          | \$5,538   | \$0        | \$5,538   |      |
| 450    | Sewer M&O | 422      | Utility Engineering | 4138    | Deferred Comp-Employer Contr   | \$2,250   | \$0        | \$2,250   |      |
| 450    | Sewer M&O | 422      | Utility Engineering | 4139    | PARS                           | \$375     | \$0        | \$375     |      |
| 450    | Sewer M&O | 422      | Utility Engineering | 4146    | Short Term Disability          | \$210     | \$0        | \$210     |      |
| 450    | Sewer M&O | 422      | Utility Engineering | 4161    | Retiree Medical Reserve        | \$3,943   | \$0        | \$3,943   |      |
| 450    | Sewer M&O | 422      | Utility Engineering | 4221    | Office Supplies                | \$3,000   | \$0        | \$3,000   |      |
| 450    | Sewer M&O | 422      | Utility Engineering | 4223    | Departmental Supplies          | \$400     | \$0        | \$400     |      |
| 450    | Sewer M&O | 422      | Utility Engineering | 4225    | Health & Safety Supplies       | \$1,275   | \$0        | \$1,275   |      |
| 450    | Sewer M&O | 422      | Utility Engineering | 4231    | Advertising                    | \$1,000   | \$0        | \$1,000   |      |
| 450    | Sewer M&O | 422      | Utility Engineering | 4237    | Contractual Services           | \$77,763  | (\$77,763) | \$0       |      |
| 450    | Sewer M&O | 422      | Utility Engineering | 4503    | Training and Registration      | \$7,300   | \$0        | \$7,300   |      |
| Total  |           |          |                     |         |                                | \$674,359 | (\$77,763) | \$596,596 |      |

## Recurring Expenditures [a]

| Fund # | Fund Desc | Division | Div Description     | Account | Account Description            | Budget      | Adjust      | Total       | Note |
|--------|-----------|----------|---------------------|---------|--------------------------------|-------------|-------------|-------------|------|
| 450    | Sewer M&O | 423      | Utility Maintenance | 4111    | Permanent                      | \$713,690   | \$0         | \$713,690   |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4113    | Overtime                       | \$45,500    | \$0         | \$45,500    |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4121    | Allowances                     | \$5,345     | \$0         | \$5,345     |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4122    | Standby Pay MEA                | \$15,231    | \$0         | \$15,231    |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4131    | PERS                           | \$246,044   | \$0         | \$246,044   |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4132    | Group Insurance                | \$176,376   | \$0         | \$176,376   |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4133    | Medicare-Employer's Contributi | \$10,426    | \$0         | \$10,426    |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4135    | Worker's Compensation          | \$10,065    | \$0         | \$10,065    |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4146    | Short Term Disability          | \$471       | \$0         | \$471       |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4161    | Retiree Medical Reserve        | \$10,535    | \$0         | \$10,535    |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4211    | Equipment Replacement Amorti   | \$309,553   | (\$309,553) | \$0         |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4221    | Office Supplies                | \$2,124     | \$0         | \$2,124     |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4223    | Departmental Supplies          | \$6,155     | (\$6,155)   | \$0         |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4224    | Maintenance Supplies           | \$51,740    | (\$51,740)  | \$0         |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4225    | Health & Safety Supplies       | \$16,120    | \$0         | \$16,120    |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4237    | Contractual Services           | \$134,986   | (\$134,986) | \$0         |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4241    | Repair & Maintenance           | \$50,000    | (\$50,000)  | \$0         |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4412    | Computer Data Lines            | \$5,200     | \$0         | \$5,200     |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4501    | Memberships & Dues             | \$3,000     | \$0         | \$3,000     |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4502    | Professional Licensing         | \$1,000     | \$0         | \$1,000     |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4503    | Training and Registration      | \$8,498     | \$0         | \$8,498     |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4506    | Meals for Meetings             | \$500       | \$0         | \$500       |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4931    | Hydrants                       | \$31,000    | (\$31,000)  | \$0         |      |
| 450    | Sewer M&O | 423      | Utility Maintenance | 4932    | Meters                         | \$10,000    | (\$10,000)  | \$0         |      |
| Total  |           |          |                     |         |                                | \$1,863,559 | (\$593,434) | \$1,270,125 |      |

| Fund # | Fund Desc | Division | Div Description        | Account | Account Description | Budget   | Adjust     | Total | Note |
|--------|-----------|----------|------------------------|---------|---------------------|----------|------------|-------|------|
| 450    | Sewer M&O | 427      | Facilities Maintenance | 4242    | Rents & Leases      | \$10,000 | (\$10,000) | \$0   |      |
| Total  |           |          |                        |         |                     | \$10,000 | (\$10,000) | \$0   |      |

**Recurring Expenditures [a]**

| Fund # | Fund Desc | Division | Div Description | Account | Account Description            | Budget       | Adjust         | Total       | Note |
|--------|-----------|----------|-----------------|---------|--------------------------------|--------------|----------------|-------------|------|
| 450    | Sewer M&O | 428      | Compliance      | 4111    | Permanent                      | \$122,779    | \$0            | \$122,779   |      |
| 450    | Sewer M&O | 428      | Compliance      | 4131    | PERS                           | \$42,013     | \$0            | \$42,013    |      |
| 450    | Sewer M&O | 428      | Compliance      | 4132    | Group Insurance                | \$12,073     | \$0            | \$12,073    |      |
| 450    | Sewer M&O | 428      | Compliance      | 4133    | Medicare-Employer's Contributi | \$1,780      | \$0            | \$1,780     |      |
| 450    | Sewer M&O | 428      | Compliance      | 4135    | Worker's Compensation          | \$1,842      | \$0            | \$1,842     |      |
| 450    | Sewer M&O | 428      | Compliance      | 4138    | Deferred Comp-Employer Contr   | \$855        | \$0            | \$855       |      |
| 450    | Sewer M&O | 428      | Compliance      | 4146    | Short Term Disability          | \$80         | \$0            | \$80        |      |
| 450    | Sewer M&O | 428      | Compliance      | 4161    | Retiree Medical Reserve        | \$1,343      | \$0            | \$1,343     |      |
| 450    | Sewer M&O | 428      | Compliance      | 4225    | Health & Safety Supplies       | \$1,062      | \$0            | \$1,062     |      |
| 450    | Sewer M&O | 428      | Compliance      | 4237    | Contractual Services           | \$35,127     | (\$35,127)     | \$0         |      |
| 450    | Sewer M&O | 428      | Compliance      | 4501    | Memberships & Dues             | \$250        | \$0            | \$250       |      |
| 450    | Sewer M&O | 428      | Compliance      | 4503    | Training and Registration      | \$1,500      | \$0            | \$1,500     |      |
| Total  |           |          |                 |         |                                | \$220,704    | (\$35,127)     | \$185,577   |      |
| Total  |           |          |                 |         |                                | \$50,179,554 | (\$41,178,201) | \$9,001,353 |      |

City of Milpitas

User and Regulatory Fee Study

Calculation of Fully-Burdened Hourly Rate - Public Works - Utilities

**Allocation of Citywide Overhead**

| Description                  | C'wide OH Rate | Mod Op Exp  | Allocation of C'wide OH | Note |
|------------------------------|----------------|-------------|-------------------------|------|
| Citywide Overhead Allocation | 16.6%          | \$9,001,353 | \$1,494,225             | [b]  |

**Allocation of Total Costs**

| Description                     | Total        | Note |
|---------------------------------|--------------|------|
| Direct Expenses                 | \$9,001,353  |      |
| Allocation of Citywide Overhead | \$1,494,225  |      |
| Total                           | \$10,495,578 |      |

**Calculation of Fully-Burdened Hourly Rate**

| Description                | Total        |
|----------------------------|--------------|
| Costs                      | \$10,495,578 |
| Direct Hours               | 51,499       |
| Fully-Burdened Hourly Rate | \$204        |

**Calculation of Cost Multiplier for Fully-Burdened Hourly Rate (Apply to Base Salary Cost Per Hour)**

| Description              | FTE   | Annual Hours Per FTE | Total Annual Hours | Estimated Salaries | Hourly Wage Rate Only Assuming Total Annual Hours | Fully-Burdened Hourly Rate | Indirect Cost Rate Multiplier (ICR) |
|--------------------------|-------|----------------------|--------------------|--------------------|---------------------------------------------------|----------------------------|-------------------------------------|
| Public Works - Utilities | 40.76 | 2,080                | 84,781             | \$5,182,721        | \$61                                              | \$204                      | 3.34                                |

**Calculation of Fully-Burdened Hourly Rate by Position**

| Position                       | Total Salaries | Total FTE | Avg Salary<br>Per FTE | Avg Salary<br>Per Hour | ICR for Fully-<br>Burdened<br>Hourly Rate | Fully-Burdened<br>Hourly Rate |
|--------------------------------|----------------|-----------|-----------------------|------------------------|-------------------------------------------|-------------------------------|
| Public Works Director          | \$184,854      | 0.70      | \$264,077             | \$127                  | 3.34                                      | \$424                         |
| Deputy Public Works Director   | \$159,461      | 0.70      | \$227,802             | \$110                  | 3.34                                      | \$365                         |
| Princ Civil Engineer           | \$185,266      | 1.00      | \$185,266             | \$89                   | 3.34                                      | \$297                         |
| Finance Manager                | \$136,531      | 0.75      | \$182,042             | \$88                   | 3.34                                      | \$292                         |
| PW Division Mgr. - Utl.        | \$140,608      | 0.80      | \$175,760             | \$85                   | 3.34                                      | \$282                         |
| Senior Administrative Analyst  | \$205,124      | 1.35      | \$151,944             | \$73                   | 3.34                                      | \$244                         |
| Envir & Regulatory Comply Spe  | \$106,055      | 0.70      | \$151,507             | \$73                   | 3.34                                      | \$243                         |
| Senior Public Works Lead       | \$224,858      | 1.50      | \$149,906             | \$72                   | 3.34                                      | \$241                         |
| Environmental Inspector        | \$111,712      | 0.75      | \$148,949             | \$72                   | 3.34                                      | \$239                         |
| Assistant Engineer             | \$438,547      | 3.00      | \$146,182             | \$70                   | 3.34                                      | \$235                         |
| Senior Accountant              | \$110,040      | 0.80      | \$137,550             | \$66                   | 3.34                                      | \$221                         |
| Equip Maint Worker III - 40    | \$258,935      | 1.90      | \$136,282             | \$66                   | 3.34                                      | \$219                         |
| Water System Operator - 40     | \$406,349      | 3.00      | \$135,450             | \$65                   | 3.34                                      | \$217                         |
| Administrative Analyst II      | \$91,612       | 0.70      | \$130,874             | \$63                   | 3.34                                      | \$210                         |
| SCADA Technician               | \$86,208       | 0.67      | \$128,669             | \$62                   | 3.34                                      | \$206                         |
| Cross Connection Specialist    | \$126,235      | 1.00      | \$126,235             | \$61                   | 3.34                                      | \$203                         |
| Equip Maint Worker II - 40     | \$120,952      | 1.00      | \$120,952             | \$58                   | 3.34                                      | \$194                         |
| Assistant Water Operator - 40  | \$116,617      | 0.97      | \$120,224             | \$58                   | 3.34                                      | \$193                         |
| Administrative Analyst I       | \$118,518      | 1.00      | \$118,518             | \$57                   | 3.34                                      | \$190                         |
| Engineering Aide               | \$116,251      | 1.00      | \$116,251             | \$56                   | 3.34                                      | \$187                         |
| Maintenance Worker III - 40    | \$523,369      | 4.67      | \$112,070             | \$54                   | 3.34                                      | \$180                         |
| Senior Accounting Technician   | \$85,047       | 0.80      | \$106,309             | \$51                   | 3.34                                      | \$171                         |
| Maint Worker II-40             | \$368,706      | 3.75      | \$98,322              | \$47                   | 3.34                                      | \$158                         |
| Water Meter Technician II - 40 | \$97,469       | 1.00      | \$97,469              | \$47                   | 3.34                                      | \$156                         |
| Accounting Technician II       | \$217,480      | 2.25      | \$96,658              | \$46                   | 3.34                                      | \$155                         |
| Office Specialist              | \$48,329       | 0.50      | \$96,658              | \$46                   | 3.34                                      | \$155                         |
| Maint Worker I-40              | \$196,676      | 2.20      | \$89,398              | \$43                   | 3.34                                      | \$143                         |
| Water Meter Technician I - 40  | \$88,608       | 1.00      | \$88,608              | \$43                   | 3.34                                      | \$142                         |
| Accounting Technician I        | \$70,287       | 0.80      | \$87,859              | \$42                   | 3.34                                      | \$141                         |
| Office Asst II                 | \$42,016       | 0.50      | \$84,032              | \$40                   | 3.34                                      | \$135                         |

[a] Source: FY 25/26 Adopted Budget.

[b] Source: Citywide overhead cost allocation plan.



|                                                                                             |                      |                    |                     |                   |                             |                             |                              |       | Fully-Burdened Hourly Rate |                    |                     |                   |                             |                             |                              |         |
|---------------------------------------------------------------------------------------------|----------------------|--------------------|---------------------|-------------------|-----------------------------|-----------------------------|------------------------------|-------|----------------------------|--------------------|---------------------|-------------------|-----------------------------|-----------------------------|------------------------------|---------|
|                                                                                             |                      |                    |                     |                   |                             |                             |                              |       | \$115                      | \$158              | \$180               | \$270             | \$203                       | \$194                       | \$219                        |         |
| Service Time                                                                                |                      |                    |                     |                   |                             |                             |                              |       | Cost of Service            |                    |                     |                   |                             |                             |                              |         |
| Fee Description                                                                             | Util Cust<br>Svc Rep | Maint<br>Worker II | Maint<br>Worker III | Assoc<br>Engineer | Cross<br>Connection<br>Spec | Equip<br>Maint<br>Worker II | Equip<br>Maint<br>Worker III | Total | Util Cust<br>Svc Rep       | Maint<br>Worker II | Maint<br>Worker III | Assoc<br>Engineer | Cross<br>Connection<br>Spec | Equip<br>Maint<br>Worker II | Equip<br>Maint<br>Worker III | Total   |
| <b>Utilities</b>                                                                            |                      |                    |                     |                   |                             |                             |                              |       |                            |                    |                     |                   |                             |                             |                              |         |
| 1 Service Request and Basic Inspection                                                      | 0.50                 |                    | 0.50                |                   |                             |                             |                              | 1.00  | \$58                       | \$0                | \$90                | \$0               | \$0                         | \$0                         | \$0                          | \$148   |
| 2 Discontinuance of Service                                                                 | 0.50                 |                    | 0.50                |                   |                             |                             |                              | 1.00  | \$58                       | \$0                | \$90                | \$0               | \$0                         | \$0                         | \$0                          | \$148   |
| 3 Meter Removal / Installation                                                              |                      |                    |                     |                   |                             |                             |                              |       |                            |                    |                     |                   |                             |                             |                              |         |
| a) Less than 2"                                                                             |                      |                    | 1.00                |                   |                             |                             |                              | 1.00  | \$0                        | \$0                | \$180               | \$0               | \$0                         | \$0                         | \$0                          | \$180   |
| b) Greater than or Equal to 2"                                                              |                      |                    | 2.00                |                   |                             |                             |                              | 2.00  | \$0                        | \$0                | \$360               | \$0               | \$0                         | \$0                         | \$0                          | \$360   |
| 4 Water Meter Testing                                                                       |                      |                    |                     |                   |                             |                             |                              |       |                            |                    |                     |                   |                             |                             |                              |         |
| a) Residential Deposit                                                                      |                      |                    |                     |                   |                             |                             |                              |       |                            |                    |                     |                   |                             |                             |                              |         |
| b) Commercial Deposit                                                                       |                      |                    |                     |                   |                             |                             |                              |       |                            |                    |                     |                   |                             |                             |                              |         |
| 5 Hydrant Flow Test                                                                         |                      |                    |                     |                   |                             |                             |                              |       |                            |                    |                     |                   |                             |                             |                              |         |
| a) Two or Fewer Hydrants                                                                    | 0.25                 | 2.00               | 2.00                |                   |                             |                             |                              | 4.25  | \$29                       | \$316              | \$360               | \$0               | \$0                         | \$0                         | \$0                          | \$705   |
| b) Three Hydrants                                                                           | 0.25                 | 2.50               | 2.50                |                   |                             |                             |                              | 5.25  | \$29                       | \$395              | \$450               | \$0               | \$0                         | \$0                         | \$0                          | \$874   |
| c) Four Hydrants                                                                            | 0.25                 | 3.00               | 3.00                |                   |                             |                             |                              | 6.25  | \$29                       | \$474              | \$540               | \$0               | \$0                         | \$0                         | \$0                          | \$1,043 |
| 6 Sewer Lateral Inspection                                                                  |                      |                    |                     |                   |                             |                             |                              |       |                            |                    |                     |                   |                             |                             |                              |         |
| a) Visual Inspection                                                                        | 0.25                 |                    | 1.00                |                   |                             |                             |                              | 1.25  | \$29                       | \$0                | \$180               | \$0               | \$0                         | \$0                         | \$0                          | \$209   |
| b) Video Inspection - Residential                                                           | 0.25                 |                    |                     |                   |                             | 1.00                        | 1.00                         | 2.25  | \$29                       | \$0                | \$0                 | \$0               | \$0                         | \$194                       | \$219                        | \$442   |
| c) Video Inspection - Commercial (per hour)                                                 |                      |                    |                     |                   |                             | 1.00                        | 1.00                         | 2.00  | \$0                        | \$0                | \$0                 | \$0               | \$0                         | \$194                       | \$219                        | \$413   |
| 7 Backflow Prevention Assembly Service Fee                                                  |                      |                    |                     |                   | 1.00                        |                             |                              | 1.00  | \$0                        | \$0                | \$0                 | \$0               | \$203                       | \$0                         | \$0                          | \$203   |
| 8 Backflow Prevention Assembly Administration /<br>Record Filing Fee                        |                      |                    |                     |                   |                             |                             |                              |       |                            |                    |                     |                   |                             |                             |                              | \$60    |
| 9 Backflow Installation, Removal, and Relocation<br>Testing Company Fee (per company)       |                      |                    |                     |                   |                             |                             |                              |       |                            |                    |                     |                   |                             |                             |                              | \$264   |
| 10 Backflow Tag and Geolocating Fee                                                         |                      |                    |                     |                   | 1.50                        |                             |                              | 1.50  | \$0                        | \$0                | \$0                 | \$0               | \$305                       | \$0                         | \$0                          | \$305   |
| 11 Sewer Flow Adjustment Application (Initial<br>Application and Annual Renewal) (per hour) |                      |                    |                     | 1.00              |                             |                             |                              | 1.00  | \$0                        | \$0                | \$0                 | \$270             | \$0                         | \$0                         | \$0                          | \$270   |

| Fee Description  |                                                                                       | Current Fee           | Current Cost Recovery | Proposed Fee                | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Note |
|------------------|---------------------------------------------------------------------------------------|-----------------------|-----------------------|-----------------------------|------------------------|----------------------|---------------------|------|
| <b>Utilities</b> |                                                                                       |                       |                       |                             |                        |                      |                     |      |
| 1                | Service Request and Basic Inspection                                                  | \$145                 | 99%                   | \$148                       | 100%                   | \$2                  | 1%                  |      |
| 2                | Discontinuance of Service                                                             | \$145                 | 99%                   | \$148                       | 100%                   | \$2                  | 1%                  |      |
| 3                | Meter Removal / Installation                                                          |                       |                       |                             |                        |                      |                     |      |
|                  | a) Less than 2"                                                                       | \$117                 | 65%                   | \$180                       | 100%                   | \$63                 | 54%                 |      |
|                  | b) Greater than or Equal to 2"                                                        | \$345                 | 96%                   | \$360                       | 100%                   | \$15                 | 4%                  |      |
| 4                | Water Meter Testing                                                                   |                       |                       |                             |                        |                      |                     |      |
|                  | a) Residential Deposit                                                                | \$110                 |                       | \$180                       |                        | \$70                 | 64%                 | [a]  |
|                  | b) Commercial Deposit                                                                 | \$300                 |                       | \$360                       |                        | \$60                 | 20%                 | [a]  |
| 5                | Hydrant Flow Test                                                                     |                       |                       |                             |                        |                      |                     |      |
|                  | a) Two or Fewer Hydrants                                                              | \$722                 | 102%                  | \$705                       | 100%                   | (\$17)               | -2%                 |      |
|                  | b) Three Hydrants                                                                     | \$749                 | 86%                   | \$874                       | 100%                   | \$125                | 17%                 |      |
|                  | c) Four Hydrants                                                                      | \$780                 | 75%                   | \$1,043                     | 100%                   | \$263                | 34%                 |      |
| 6                | Sewer Lateral Inspection                                                              |                       |                       |                             |                        |                      |                     |      |
|                  | a) Visual Inspection                                                                  | \$117                 | 56%                   | \$209                       | 100%                   | \$92                 | 78%                 |      |
|                  | b) Video Inspection - Residential                                                     | \$509                 | 115%                  | \$442                       | 100%                   | (\$67)               | -13%                |      |
|                  | c) Video Inspection - Commercial (per hour)                                           | \$761                 | 184%                  | \$413                       | 100%                   | (\$348)              | -46%                |      |
| 7                | Backflow Prevention Assembly Service Fee                                              | Actual Cost; per hour |                       | \$203                       | 100%                   | varies               | varies              | [b]  |
| 8                | Backflow Prevention Assembly Administration / Record Filing Fee                       | Actual Cost; per hour |                       | \$60                        | 100%                   | varies               | varies              | [c]  |
| 9                | Backflow Installation, Removal, and Relocation Testing Company Fee (per company)      | Actual Cost; per hour |                       | \$264                       | 100%                   | varies               | varies              | [d]  |
| 10               | Backflow Tag and Geolocating Fee                                                      | Actual Cost; per hour |                       | \$305 plus \$2 per assembly | 100%                   | varies               | varies              | [e]  |
| 11               | Sewer Flow Adjustment Application (Initial Application and Annual Renewal) (per hour) | Actual Cost; per hour |                       | \$270                       | 100%                   | varies               | varies              |      |

| Fee Description |                                                 | Service Time    |      |      |  |  |  |  | Fully-Burdened Hourly Rate |                      |                    |                     |                   |                             |                             |                              |       |
|-----------------|-------------------------------------------------|-----------------|------|------|--|--|--|--|----------------------------|----------------------|--------------------|---------------------|-------------------|-----------------------------|-----------------------------|------------------------------|-------|
|                 |                                                 |                 |      |      |  |  |  |  | \$115                      | \$158                | \$180              | \$270               | \$203             | \$194                       | \$219                       |                              |       |
|                 |                                                 | Cost of Service |      |      |  |  |  |  |                            | Util Cust<br>Svc Rep | Maint<br>Worker II | Maint<br>Worker III | Assoc<br>Engineer | Cross<br>Connection<br>Spec | Equip<br>Maint<br>Worker II | Equip<br>Maint<br>Worker III | Total |
| 12              | Late Payment Penalty Fee (% of amount due)      |                 |      |      |  |  |  |  |                            |                      |                    |                     |                   |                             |                             |                              |       |
| 13              | Final Notice Penalty                            |                 |      |      |  |  |  |  |                            |                      |                    |                     |                   |                             |                             |                              |       |
| 14              | Discontinuance of Service Warning Notice        | 0.08            | 0.08 |      |  |  |  |  | 0.17                       | \$10                 | \$13               | \$0                 | \$0               | \$0                         | \$0                         | \$0                          | \$23  |
| 15              | Restoration Fee - During Normal Operating Hours |                 |      |      |  |  |  |  |                            |                      |                    |                     |                   |                             |                             |                              |       |
|                 | a) Low Income                                   | 0.50            |      | 0.50 |  |  |  |  | 1.00                       | \$58                 | \$0                | \$90                | \$0               | \$0                         | \$0                         | \$0                          | \$148 |
|                 | b) All Others                                   | 0.50            |      | 0.50 |  |  |  |  | 1.00                       | \$58                 | \$0                | \$90                | \$0               | \$0                         | \$0                         | \$0                          | \$148 |
| 16              | Restoration Fee - During Non-Operational Hours  |                 |      |      |  |  |  |  |                            |                      |                    |                     |                   |                             |                             |                              |       |
|                 | a) Low Income                                   | 0.50            |      | 2.00 |  |  |  |  | 2.50                       | \$58                 | \$0                | \$360               | \$0               | \$0                         | \$0                         | \$0                          | \$418 |
|                 | b) All Others                                   | 0.50            |      | 2.00 |  |  |  |  | 2.50                       | \$58                 | \$0                | \$360               | \$0               | \$0                         | \$0                         | \$0                          | \$418 |

[a] If meter is not accurate, deposit is refunded. If meter has been tampered with, the resident or business is charged for the repair.

[b] For customers that fail to independently have their assemblies inspected, and/or tested, and/or their sites assessed. Includes City provided services of any one or combination of the following: Inspections, Testing, Hazard Assessments, and Shut-Down Tests.

[c] For customer that fail to independently have their annual assembly(s) information electronically uploaded into City database. Includes City provided service to upload assembly information instead of customer retained third party provider.

[d] This is an annual fee assessed to qualified contractors who wish to conduct backflow testing and/or hazard assessments in the City.

[e] One-time fee. Tag will be affixed on all new backflow prevention assemblies upon passing initial inspection and geolocated. Does not apply to existing assemblies.

[f] For residential customers who demonstrate to the City a household income below 200 percent of the federal poverty line, the City will limit any service restoration charges during normal operating hours to fifty dollars (\$50), and during nonoperational hours to one hundred fifty dollars (\$150) for 2020. The limits will only apply if the City's service restoration charges actually exceed these amounts. These limits are subject to an annual adjustment for changes in the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) beginning January 1, 2021.

[g] Fee based on 2020 base year amount, adjusted to account for authorized annual inflationary adjustments detailed in footnote [f].

| Fee Description |                                                 | Current Fee | Current Cost Recovery | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Note    |
|-----------------|-------------------------------------------------|-------------|-----------------------|--------------|------------------------|----------------------|---------------------|---------|
| 12              | Late Payment Penalty Fee (% of amount due)      | 5%          |                       | 5%           |                        | No Change            | No Change           |         |
| 13              | Final Notice Penalty                            | 5%          |                       | 5%           |                        | No Change            | No Change           |         |
| 14              | Discontinuance of Service Warning Notice        | \$10        | 44%                   | \$10         | 44%                    | \$0                  | 0%                  |         |
| 15              | Restoration Fee - During Normal Operating Hours |             |                       |              |                        |                      |                     |         |
|                 | a) Low Income                                   | \$58        | 39%                   | \$59         | 40%                    | \$1                  | 2%                  | [f],[g] |
|                 | b) All Others                                   | \$139       | 95%                   | \$148        | 100%                   | \$8                  | 6%                  |         |
| 16              | Restoration Fee - During Non-Operational Hours  |             |                       |              |                        |                      |                     |         |
|                 | a) Low Income                                   | \$174       | 42%                   | \$178        | 43%                    | \$4                  | 2%                  | [f],[g] |
|                 | b) All Others                                   | \$367       | 88%                   | \$418        | 100%                   | \$50                 | 14%                 |         |

[a] If meter is not accurate, deposit is refunded. If meter has been tampered with, the resident or business is charged for the repair.

[b] For customers that fail to independently have their assemblies inspected, and/or tested, and/or their sites assessed. Includes City provided services of any one or combination of the following: Inspections, Testing, Hazard Assessments, and Shut-Down Tests.

[c] For customer that fail to independently have their annual assembly(s) information electronically uploaded into City database. Includes City provided service to upload assembly information instead of customer retained third party provider.

[d] This is an annual fee assessed to qualified contractors who wish to conduct backflow testing and/or hazard assessments in the City.

[e] One-time fee. Tag will be affixed on all new backflow prevention assemblies upon passing initial inspection and geolocated. Does not apply to existing assemblies.

[f] For residential customers who demonstrate to the City a household income below 200 percent of the federal poverty line, the City will limit any service restoration charges during normal operating hours to fifty dollars (\$50), and during nonoperational hours to one hundred fifty dollars (\$150) for 2020. The limits will only apply if the City's service restoration charges actually exceed these amounts. These limits are subject to an annual adjustment for changes in the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) beginning January 1, 2021.

[g] Fee based on 2020 base year amount, adjusted to account for authorized annual inflationary adjustments detailed in footnote [f].

| Fee Description                                           |                                     | Service Time | Fully-Burdened Hourly Rate | Cost of Service | Current Fee | Current Cost Recovery | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Note |
|-----------------------------------------------------------|-------------------------------------|--------------|----------------------------|-----------------|-------------|-----------------------|--------------|------------------------|----------------------|---------------------|------|
| <b>Public Sewers</b>                                      |                                     |              |                            |                 |             |                       |              |                        |                      |                     |      |
| 1                                                         | Delinquent Fees                     |              |                            |                 | varies      |                       | varies       |                        | No Change            | No Change           | [a]  |
| 2                                                         | Civil Penalties                     |              |                            |                 | varies      |                       | varies       |                        | No Change            | No Change           | [b]  |
| 3                                                         | Unmetered Wastes                    |              |                            |                 | varies      |                       | varies       |                        | No Change            | No Change           | [c]  |
| 4                                                         | Authority to Disconnect             |              |                            |                 | varies      |                       | varies       |                        | No Change            | No Change           | [d]  |
| 5                                                         | Payment for Sewage Services         |              |                            |                 | varies      |                       | varies       |                        | No Change            | No Change           | [e]  |
| 6                                                         | Inspection Fees                     |              |                            |                 | varies      |                       | varies       |                        | No Change            | No Change           | [f]  |
| 7                                                         | House Lateral Fee                   |              |                            |                 | varies      |                       | varies       |                        | No Change            | No Change           | [g]  |
| 8                                                         | Disbursements of Short Side Charges |              |                            |                 | varies      |                       | varies       |                        | No Change            | No Change           | [h]  |
| <b>FOG and Stormwater Industrial/Commercial Violation</b> |                                     |              |                            |                 |             |                       |              |                        |                      |                     |      |
| 9                                                         | First Citation                      |              |                            |                 | \$500       |                       | \$500        |                        | No Change            | No Change           | [i]  |
| 10                                                        | Second Citation                     |              |                            |                 | \$625       |                       | \$625        |                        | No Change            | No Change           | [i]  |
| 11                                                        | Third Citation                      |              |                            |                 | \$750       |                       | \$750        |                        | No Change            | No Change           | [i]  |
| <b>Water Service Charges</b>                              |                                     |              |                            |                 |             |                       |              |                        |                      |                     |      |
| 12                                                        | Construction Water                  |              |                            |                 | \$2,000     |                       | \$2,000      |                        | No Change            | No Change           |      |
| 13                                                        | Deposits for service                |              |                            |                 | \$150       |                       | \$150        |                        | No Change            | No Change           |      |

| Fee Description | Service Time | Fully-Burdened Hourly Rate | Cost of Service | Current Fee | Current Cost Recovery | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Note |
|-----------------|--------------|----------------------------|-----------------|-------------|-----------------------|--------------|------------------------|----------------------|---------------------|------|
|-----------------|--------------|----------------------------|-----------------|-------------|-----------------------|--------------|------------------------|----------------------|---------------------|------|

[a] See City of Milpitas Municipal Code Section VIII-2-5.33. Permit applications are due ninety (90) days prior to commencing discharge to the sanitary system or expiration of existing discharge permit. Any person who fails to file an application for a discharge permit prior to discharge shall be assessed a penalty for delinquent filing as follows: (1) Up to and including thirty (30) days delinquency, the penalty shall be fifty percent (50%) of the permit fee. More than thirty (30) days but less than one year delinquency, the penalty shall be one hundred percent (100%) of the permit fee. (3) More than one(1) year delinquency, the penalty shall be one thousand percent (1,000%) of the permit fee. (b) Such penalties shall be in addition to any other penalties or fines that may be levied, and in addition to any other remedies that the City may have with respect to the discharge.

[b] See City of Milpitas Municipal Code Section VIII-2-5.50. Any person who intentionally, accidentally, or negligently violates any provisions of this Chapter, any provision of any permit issued pursuant to this Chapter, or who intentionally, accidentally, or negligently discharges waste or wastewater which causes pollution, or violates any effluent limitation, national standard of performance, or national pretreatment or toxicity standard, shall be civilly liable to the City in a sum up to ten thousand dollars (\$10,000) for the first day in which such violation occurs, up to twenty-five thousand dollars (\$25,000) for the second day in which such violation occurs, and fifty thousand dollars (\$50,000) for each additional day.

[c] See City of Milpitas Municipal Code Section VIII-2-6.02. Where rates are herein specified to be in accordance with the use of water, all such premises shall be separately metered. Where such metering is not provided, or for newly constructed units, the City shall make a reasonable estimate of the volume of water consumed to be used as a basis for sewer service charges.

[d] See City of Milpitas Municipal Code Section VIII-2-6.03. In the event of a failure to pay the charges as provided for sewage service, the City is authorized to disconnect sewer or water service, or both.

[e] See City of Milpitas Municipal Code Section VIII-2-6.04. All accounts are due and payable within fifteen (15) days of the date of the bill. Accounts shall become delinquent and a late fee equal to five percent (5%) of the amount due shall be imposed if a payment has not been received by 5:00 p.m. on the due date.

[f] See City of Milpitas Municipal Code Section VIII-2-7.01. Each connector shall pay a fee to City for issuing of each permit, for the inspection of each house lateral, house sewer or side sewer, the sum of five dollars (\$5). Where connector has on file with the City cash deposit for inspection of work, no inspection fee shall be required. In such case, all cost and expenses incurred by City in inspection of the connection shall be made from said deposit.

[g] See City of Milpitas Municipal Code Section VIII-2-7.02. Before the issuance of a permit for the installation of a house lateral, connector shall pay City a fee which shall include the following: (A) An engineering charge to defray the cost of processing the permit application, which shall be an amount equal to forty cents (\$0.40) times one-half the width of the street expressed in feet in which the house lateral is being constructed. (B) A short side charge shall be collected in all cases where the main or trunk to which connection is being made is located between the center line of the street and the property to be served. Said short side charge shall be an amount equal to four dollars and fifty cents (\$4.50) times the distance in feet between the center line of the street and the main or trunk sewer to which the connection is being made. The purpose of this charge is to equalize connection cost for property on both sides of the street.

[h] See City of Milpitas Municipal Code Section VIII-2-7.03. The City Council may disburse to connectors whose house laterals connect to a main or trunk sewer at a point beyond the center line of the street an amount equal to \$4.50 times the distance in feet between the center of the street and the main or trunk sewer to which said connection was made.

[i] See City of Milpitas Municipal Code Section XI-16-14. Any person who intentionally or negligently violates any provision of this Chapter or any provision of any permit or certificate issued pursuant to this Chapter shall be civilly liable to the city in a sum not to exceed \$25,000.00 per day for each day in which such violation occurs.



**User and Regulatory Fees**

***Cost of Service Calculations***

***Fire Fees***

City of Milpitas  
User and Regulatory Fee Study  
Allocation of Annual Labor Effort - Fire Prevention

| Position                 | Hourly | FTE   | Yearly      | Total Hours Per FTE | Less: Holiday & Leave | Productive Hours Per FTE | Total Productive Hours | Indirect | Direct | Total | Note    |
|--------------------------|--------|-------|-------------|---------------------|-----------------------|--------------------------|------------------------|----------|--------|-------|---------|
| Deputy Fire Chief        | \$164  | 1.00  | \$341,432   | 2,080               | 216                   | 1,864                    | 1,864                  | 100%     | 0%     | 100%  | [a],[b] |
| Assistant Fire Marshal   | \$130  | 1.00  | \$270,962   | 2,080               | 216                   | 1,864                    | 1,864                  | 40%      | 60%    | 100%  | [a],[b] |
| Fire Prev Inspector      | \$94   | 3.00  | \$585,998   | 2,080               | 216                   | 1,864                    | 5,592                  | 20%      | 80%    | 100%  | [a],[b] |
| Fire Protection Engineer | \$94   | 2.00  | \$390,666   | 2,080               | 216                   | 1,864                    | 3,728                  | 20%      | 80%    | 100%  | [a],[b] |
| Haz Mat Inspector        | \$94   | 2.00  | \$390,666   | 2,080               | 216                   | 1,864                    | 3,728                  | 20%      | 80%    | 100%  | [a],[b] |
| Office Specialist        | \$46   | 1.00  | \$96,658    | 2,080               | 216                   | 1,864                    | 1,864                  | 100%     | 0%     | 100%  | [a],[b] |
| Total                    |        | 10.00 | \$2,076,381 |                     |                       |                          | 18,640                 |          |        |       |         |

| Position                 | Indirect Hours | Direct Hours | Total Hours | Note    |
|--------------------------|----------------|--------------|-------------|---------|
| Deputy Fire Chief        | 1,864          | 0            | 1,864       | [a],[b] |
| Assistant Fire Marshal   | 746            | 1,118        | 1,864       | [a],[b] |
| Fire Prev Inspector      | 1,118          | 4,474        | 5,592       | [a],[b] |
| Fire Protection Engineer | 746            | 2,982        | 3,728       | [a],[b] |
| Haz Mat Inspector        | 746            | 2,982        | 3,728       | [a],[b] |
| Office Specialist        | 1,864          | 0            | 1,864       | [a],[b] |
| Total                    | 7,083          | 11,557       | 18,640      |         |

| Allocation of Hours | Share | Total  | Note |
|---------------------|-------|--------|------|
| Indirect            | 38%   | 7,083  | [b]  |
| Direct              | 62%   | 11,557 | [b]  |
| Total               | 100%  | 18,640 |      |

[a] Source: FY 25/26 authorized positions and salary schedule effective July 13, 2025.

[b] Direct/Indirect hours are intended to serve as reasonable estimates. Amounts will vary from year-to-year depending on activity, projects, and City Council priorities.



## Recurring Expenditures [a]

| Fund # | Fund Desc    | Division | Div Description       | Account | Account Description            | Budget      | Adjust | Total       | Note |
|--------|--------------|----------|-----------------------|---------|--------------------------------|-------------|--------|-------------|------|
| 100    | General Fund | 821      | Fire Prevention Admin | 4111    | Permanent                      | \$617,331   | \$0    | \$617,331   |      |
| 100    | General Fund | 821      | Fire Prevention Admin | 4112    | Temporary                      | \$21,978    | \$0    | \$21,978    |      |
| 100    | General Fund | 821      | Fire Prevention Admin | 4121    | Allowances                     | \$2,364     | \$0    | \$2,364     |      |
| 100    | General Fund | 821      | Fire Prevention Admin | 4131    | PERS                           | \$358,443   | \$0    | \$358,443   |      |
| 100    | General Fund | 821      | Fire Prevention Admin | 4132    | Group Insurance                | \$91,272    | \$0    | \$91,272    |      |
| 100    | General Fund | 821      | Fire Prevention Admin | 4133    | Medicare-Employer's Contributi | \$9,305     | \$0    | \$9,305     |      |
| 100    | General Fund | 821      | Fire Prevention Admin | 4135    | Worker's Compensation          | \$30,807    | \$0    | \$30,807    |      |
| 100    | General Fund | 821      | Fire Prevention Admin | 4138    | Deferred Comp-Employer Contr   | \$2,700     | \$0    | \$2,700     |      |
| 100    | General Fund | 821      | Fire Prevention Admin | 4139    | PARS                           | \$330       | \$0    | \$330       |      |
| 100    | General Fund | 821      | Fire Prevention Admin | 4146    | Short Term Disability          | \$252       | \$0    | \$252       |      |
| 100    | General Fund | 821      | Fire Prevention Admin | 4161    | Retiree Medical Reserve        | \$5,166     | \$0    | \$5,166     |      |
| 100    | General Fund | 821      | Fire Prevention Admin | 4211    | Equipment Replacement Amorti   | \$11,891    | \$0    | \$11,891    |      |
| 100    | General Fund | 821      | Fire Prevention Admin | 4221    | Office Supplies                | \$38,500    | \$0    | \$38,500    |      |
| 100    | General Fund | 821      | Fire Prevention Admin | 4237    | Contractual Services           | \$3,300     | \$0    | \$3,300     |      |
| 100    | General Fund | 821      | Fire Prevention Admin | 4501    | Memberships & Dues             | \$4,700     | \$0    | \$4,700     |      |
| 100    | General Fund | 821      | Fire Prevention Admin | 4503    | Training and Registration      | \$2,000     | \$0    | \$2,000     |      |
| Total  |              |          |                       |         |                                | \$1,200,339 | \$0    | \$1,200,339 |      |

| Fund # | Fund Desc    | Division | Div Description | Account | Account Description            | Budget      | Adjust | Total       | Note |
|--------|--------------|----------|-----------------|---------|--------------------------------|-------------|--------|-------------|------|
| 100    | General Fund | 822      | Fire Prevention | 4111    | Permanent                      | \$1,165,642 | \$0    | \$1,165,642 |      |
| 100    | General Fund | 822      | Fire Prevention | 4113    | Overtime                       | \$300,000   | \$0    | \$300,000   |      |
| 100    | General Fund | 822      | Fire Prevention | 4121    | Allowances                     | \$6,056     | \$0    | \$6,056     |      |
| 100    | General Fund | 822      | Fire Prevention | 4131    | PERS                           | \$732,804   | \$0    | \$732,804   |      |
| 100    | General Fund | 822      | Fire Prevention | 4132    | Group Insurance                | \$200,277   | \$0    | \$200,277   |      |
| 100    | General Fund | 822      | Fire Prevention | 4133    | Medicare-Employer's Contributi | \$16,928    | \$0    | \$16,928    |      |
| 100    | General Fund | 822      | Fire Prevention | 4135    | Worker's Compensation          | \$57,854    | \$0    | \$57,854    |      |
| 100    | General Fund | 822      | Fire Prevention | 4138    | Deferred Comp-Employer Contr   | \$3,600     | \$0    | \$3,600     |      |
| 100    | General Fund | 822      | Fire Prevention | 4146    | Short Term Disability          | (\$84)      | \$0    | (\$84)      |      |
| 100    | General Fund | 822      | Fire Prevention | 4161    | Retiree Medical Reserve        | \$17,588    | \$0    | \$17,588    |      |
| 100    | General Fund | 822      | Fire Prevention | 4211    | Equipment Replacement Amorti   | \$6,198     | \$0    | \$6,198     |      |
| 100    | General Fund | 822      | Fire Prevention | 4501    | Memberships & Dues             | \$2,200     | \$0    | \$2,200     |      |
| 100    | General Fund | 822      | Fire Prevention | 4503    | Training and Registration      | \$23,600    | \$0    | \$23,600    |      |
| Total  |              |          |                 |         |                                | \$2,532,663 | \$0    | \$2,532,663 |      |

|       |  |  |  |  |  |             |     |             |  |
|-------|--|--|--|--|--|-------------|-----|-------------|--|
| Total |  |  |  |  |  | \$3,733,002 | \$0 | \$3,733,002 |  |
|-------|--|--|--|--|--|-------------|-----|-------------|--|

City of Milpitas  
User and Regulatory Fee Study  
Calculation of Fully-Burdened Hourly Rate - Fire Prevention

**Allocation of Citywide Overhead**

| Description                  | C'wide OH Rate | Mod Op Exp  | Allocation of C'wide OH | Note |
|------------------------------|----------------|-------------|-------------------------|------|
| Citywide Overhead Allocation | 16.6%          | \$3,733,002 | \$619,678               | [b]  |

**Allocation of Total Costs**

| Description                     | Total       | Note |
|---------------------------------|-------------|------|
| Direct Expenses                 | \$3,733,002 |      |
| Allocation of Citywide Overhead | \$619,678   |      |
| Total                           | \$4,352,680 |      |

| Description                        | Alloc | Total       | Note |
|------------------------------------|-------|-------------|------|
| Fee-Related Services               | 60%   | \$2,611,608 |      |
| General Services (Non-Fee Related) | 40%   | \$1,741,072 |      |
| Total                              | 100%  | \$4,352,680 |      |

**Revenue Summary**

| Fund # | Fund Desc    | Function | Account | Account Description            | FY 22/23 Actual | FY 23/24 Actual | FY 25/26 Budget | Multi-Year Avg | Note |
|--------|--------------|----------|---------|--------------------------------|-----------------|-----------------|-----------------|----------------|------|
| 100    | General Fund | Fire     | 3220    | Haz. Materials Const Permit/In | \$112,890       | \$115,284       | \$80,000        | \$102,725      | [c]  |
| 100    | General Fund | Fire     | 3221    | Life Safety Const. Permit/Insp | \$756,364       | \$746,530       | \$850,000       | \$784,298      | [c]  |
| 100    | General Fund | Fire     | 3222    | Haz. Materials Annual Permit/I | \$315,861       | \$321,694       | \$310,000       | \$315,852      | [c]  |
| 100    | General Fund | Fire     | 3223    | Fire Prevention Cost Recovery  | \$0             | \$7,170         | \$3,000         | \$3,390        | [c]  |
| 100    | General Fund | Fire     | 3240    | Life Safety Annual Permits/Ins | \$554,313       | \$574,489       | \$614,868       | \$581,223      | [c]  |
| 100    | General Fund | Fire     | 3252    | Fire Expedited PC/Inspections  | \$169,577       | \$206,070       | \$125,000       | \$166,882      | [c]  |
| 100    | General Fund | Fire     | 3634    | Fire Unwanted Alarms           | \$58,200        | \$20,100        | \$30,000        | \$36,100       | [c]  |
| 100    | General Fund | Fire     | 3637    | Fire Service Charges           | \$443,705       | \$320,077       | \$260,000       | \$341,261      | [c]  |
| 100    | General Fund | Fire     | 3639    | Fire Electronic Archive Chg    | \$7,913         | \$4,750         | \$5,000         | \$5,888        | [c]  |
| 100    | General Fund | Fire     | 3692    | Fire Automation Fee            | \$60,936        | \$53,135        | \$50,000        | \$54,691       | [c]  |
| Total  |              |          |         |                                | \$2,479,760     | \$2,369,300     | \$2,327,868     | \$2,392,309    |      |

**Cost Recovery**

| Description          | Total       |
|----------------------|-------------|
| Average Revenue      | \$2,392,309 |
| Costs                | \$2,611,608 |
| Cost Recovery Rate   | 92%         |
| General Fund Subsidy | \$219,299   |

**Calculation of Fully-Burdened Hourly Rate**

| Description                | Total       |
|----------------------------|-------------|
| Costs                      | \$4,352,680 |
| Direct Hours               | 11,557      |
| Fully-Burdened Hourly Rate | \$377       |

**Calculation of Cost Multiplier for Fully-Burdened Hourly Rate (Apply to Base Salary Cost Per Hour)**

| Description | FTE   | Annual Hours Per FTE | Total Annual Hours | Estimated Salaries | Hourly Wage Rate Only Assuming Total Annual Hours | Fully-Burdened Hourly Rate | Indirect Cost Rate Multiplier (ICR) |
|-------------|-------|----------------------|--------------------|--------------------|---------------------------------------------------|----------------------------|-------------------------------------|
| Fire        | 10.00 | 2,080                | 20,800             | \$2,076,381        | \$100                                             | \$377                      | 3.78                                |

**Calculation of Fully-Burdened Hourly Rate by Position**

| Position                 | Total Salaries | Total FTE | Avg Salary Per FTE | Avg Salary Per Hour | ICR for Fully-Burdened Hourly Rate | Fully-Burdened Hourly Rate |
|--------------------------|----------------|-----------|--------------------|---------------------|------------------------------------|----------------------------|
| Deputy Fire Chief        | \$341,432      | 1.00      | \$341,432          | \$164               | 3.78                               | \$620                      |
| Assistant Fire Marshal   | \$270,962      | 1.00      | \$270,962          | \$130               | 3.78                               | \$492                      |
| Fire Prev Inspector      | \$585,998      | 3.00      | \$195,333          | \$94                | 3.78                               | \$355                      |
| Fire Protection Engineer | \$390,666      | 2.00      | \$195,333          | \$94                | 3.78                               | \$355                      |
| Haz Mat Inspector        | \$390,666      | 2.00      | \$195,333          | \$94                | 3.78                               | \$355                      |
| Office Specialist        | \$96,658       | 1.00      | \$96,658           | \$46                | 3.78                               | \$175                      |

[a] Source: FY 25/26 Adopted Budget.

[b] Source: Citywide overhead cost allocation plan.

[c] Source: Multi-year revenue history provided by City.

| Fee Description                                |                                                                       | Service Time | Fully-Burdened Hourly Rate | Cost of Service | Current Fee         | Current Cost Recovery | Proposed Fee        | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note |
|------------------------------------------------|-----------------------------------------------------------------------|--------------|----------------------------|-----------------|---------------------|-----------------------|---------------------|------------------------|----------------------|---------------------|--------------|------|
| <b>FIRE INVESTIGATION/ENFORCEMENT/RESPONSE</b> |                                                                       |              |                            |                 |                     |                       |                     |                        |                      |                     |              |      |
| 1                                              | Emergency Response – Haz Mat Calls, Minimum 1-hr                      |              |                            |                 | HR(s) * hourly rate |                       | HR(s) * hourly rate |                        | No Change            | No Change           |              |      |
| 2                                              | Response to DUI                                                       |              |                            |                 | HR(s) * hourly rate |                       | HR(s) * hourly rate |                        | No Change            | No Change           |              |      |
| 3                                              | Non-Milpitas Response                                                 |              |                            |                 | HR(s) * hourly rate |                       | HR(s) * hourly rate |                        | No Change            | No Change           |              |      |
| 4                                              | Response/Investigation Fee                                            |              |                            |                 | HR(s) * hourly rate |                       | HR(s) * hourly rate |                        | No Change            | No Change           |              |      |
| 5                                              | Referral Inspection (Life/Safety) 2 hrs minimum charge                |              |                            |                 | HR(s) * hourly rate |                       | HR(s) * hourly rate |                        | No Change            | No Change           |              |      |
| 6                                              | Referral Inspection (Haz Mat) 2 hrs minimum charge                    |              |                            |                 | HR(s) * hourly rate |                       | HR(s) * hourly rate |                        | No Change            | No Change           |              |      |
| 7                                              | Fire Code Chapter 50 (Haz Mat) - Release Cleanup 2 hrs minimum charge |              |                            |                 | HR(s) * hourly rate |                       | HR(s) * hourly rate |                        | No Change            | No Change           |              |      |
| 8                                              | Enforcement Cost Recovery                                             |              |                            |                 | HR(s) * hourly rate |                       | HR(s) * hourly rate |                        | No Change            | No Change           |              |      |
| <b>FALSE ALARM</b>                             |                                                                       |              |                            |                 |                     |                       |                     |                        |                      |                     |              |      |
| 9                                              | False Alarm                                                           |              |                            |                 |                     |                       |                     |                        |                      |                     |              |      |
|                                                | a) First two in 12 month time-frame                                   |              |                            |                 | no charge           |                       | no charge           |                        | No Change            | No Change           |              |      |
|                                                | b) 3rd occurrence                                                     |              |                            |                 | \$300               |                       | \$300               |                        | \$0                  | 0%                  |              |      |
|                                                | c) 4th occurrence                                                     |              |                            |                 | \$600               |                       | \$600               |                        | \$0                  | 0%                  |              |      |
|                                                | d) 5th or more                                                        |              |                            |                 | \$900               |                       | \$900               |                        | \$0                  | 0%                  |              |      |

| Fee Description |                                                         | Service Time | Fully-Burdened Hourly Rate | Cost of Service | Current Fee         | Current Cost Recovery | Proposed Fee        | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note |
|-----------------|---------------------------------------------------------|--------------|----------------------------|-----------------|---------------------|-----------------------|---------------------|------------------------|----------------------|---------------------|--------------|------|
|                 | <b>MISCELLANEOUS</b>                                    |              |                            |                 |                     |                       |                     |                        |                      |                     |              |      |
| 10              | Data input (HMMP/HMIS), Minimum of 2 hours              |              |                            |                 | HR(s) * hourly rate |                       | HR(s) * hourly rate |                        | No Change            | No Change           |              |      |
| 11              | Late fee – over 60 days                                 |              |                            |                 | Collection Cost     |                       | Collection Cost     |                        | No Change            | No Change           |              |      |
| 12              | Failure to obtain a permit                              |              |                            |                 | Double permit fee   |                       | Double permit fee   |                        | No Change            | No Change           |              |      |
| 13              | Weed Abatement. Fee = (hrs * \$/HR), minimum 1-hr       |              |                            |                 | HR(s) * hourly rate |                       | HR(s) * hourly rate |                        | No Change            | No Change           |              |      |
| 14              | Fire Watch, Fee = (hrs * hourly rate). Std. or OT rate  |              |                            |                 | HR(s) * hourly rate |                       | HR(s) * hourly rate |                        | No Change            | No Change           |              | [a]  |
| 15              | DSS 850 Pre-Inspection (HSC 13235)                      | 1.50         | \$377                      | \$566           | HR(s) * hourly rate |                       | \$566               | 100%                   | varies               | varies              |              |      |
| 15              | <del>Pre-inspection (residential care facilities)</del> |              |                            |                 | <del>Per Code</del> |                       |                     |                        |                      |                     |              |      |
| 16              | Confined Space permits                                  |              |                            |                 | HR(s) * hourly rate |                       | HR(s) * hourly rate |                        | No Change            | No Change           |              |      |
| 17              | Electronic Archive, per permit                          |              |                            |                 | \$25                |                       | \$25                |                        | \$0                  | 0%                  |              |      |
| 18              | Use of Trailer                                          |              |                            |                 | \$60                |                       | \$60                |                        | \$0                  | 0%                  | per hour     |      |
| 19              | Administrative Fee                                      |              |                            |                 | \$70                |                       | \$70                |                        | \$0                  | 0%                  | per hour     |      |
| 20              | Instructor                                              |              |                            |                 | Actual Cost         |                       | Actual Cost         |                        | No Change            | No Change           |              |      |
| 21              | Fire Reports                                            |              |                            |                 | \$13                |                       | \$13                |                        | \$0                  | 0%                  |              |      |
| 22              | Other Services Not Listed                               |              |                            |                 | HR(s) * hourly rate |                       | HR(s) * hourly rate |                        | No Change            | No Change           |              |      |

| Fee Description                                                     | Service Time | Fully-Burdened Hourly Rate | Cost of Service | Current Fee | Current Cost Recovery | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note |
|---------------------------------------------------------------------|--------------|----------------------------|-----------------|-------------|-----------------------|--------------|------------------------|----------------------|---------------------|--------------|------|
| <b>FIRE PREVENTION</b>                                              |              |                            |                 |             |                       |              |                        |                      |                     |              |      |
| <b>ANNUAL OPERATIONAL PERMITS</b>                                   |              |                            |                 |             |                       |              |                        |                      |                     |              |      |
| 23 A-1 Occupancy (theaters and other small viewing halls)           | 4.00         | \$377                      | \$1,508         | \$1,509     | 100%                  | \$1,508      | 100%                   | (\$1)                | 0%                  |              |      |
| 24 A-2 Occupancy (Food & Drink Establishment)                       | 3.00         | \$377                      | \$1,131         | \$1,141     | 101%                  | \$1,131      | 100%                   | (\$10)               | -1%                 |              |      |
| 25 A-3 Occupancy (Worship, recreation, or amusement)                | 3.00         | \$377                      | \$1,131         | \$1,141     | 101%                  | \$1,131      | 100%                   | (\$10)               | -1%                 |              |      |
| 26 A-4 & A-5 Occupancy (indoors or outdoors sport event structures) | 7.00         | \$377                      | \$2,639         | \$2,614     | 99%                   | \$2,639      | 100%                   | \$25                 | 1%                  |              |      |
| 27 High Piled Storage                                               | 4.00         | \$377                      | \$1,508         | \$1,509     | 100%                  | \$1,508      | 100%                   | (\$1)                | 0%                  |              |      |
| 28 Malls                                                            |              |                            |                 |             |                       |              |                        |                      |                     |              |      |
| a) Small (0 to 50,000 s.f.)                                         | 3.00         | \$377                      | \$1,131         | \$1,123     | 99%                   | \$1,131      | 100%                   | \$8                  | 1%                  |              |      |
| b) Medium (50,001 to 100,000 s.f.)                                  | 5.00         | \$377                      | \$1,885         | \$1,877     | 100%                  | \$1,885      | 100%                   | \$8                  | 0%                  |              |      |
| c) Large (over 100,000 s.f.)                                        | 7.00         | \$377                      | \$2,639         | \$2,614     | 99%                   | \$2,639      | 100%                   | \$25                 | 1%                  |              |      |
| 29 Combustible Dust Producing Facility                              | 2.00         | \$377                      | \$754           | \$755       | 100%                  | \$754        | 100%                   | (\$1)                | 0%                  |              |      |
| 30 Motels                                                           | 3.00         | \$377                      | \$1,131         | \$1,141     | 101%                  | \$1,131      | 100%                   | (\$10)               | -1%                 |              |      |
| 31 Hotels & Multi-Story Structures                                  |              |                            |                 |             |                       |              |                        |                      |                     |              |      |
| a) <5 stories                                                       | 6.00         | \$377                      | \$2,262         | \$2,246     | 99%                   | \$2,262      | 100%                   | \$16                 | 1%                  |              |      |
| b) 5+ stories - per floor                                           | 1.00         | \$377                      | \$377           | \$377       | 100%                  | \$377        | 100%                   | (\$0)                | 0%                  |              |      |
| 32 Commercial Daycare                                               |              |                            |                 |             |                       |              |                        |                      |                     |              |      |
| a) Small (<100 children or elderly)                                 | 2.00         | \$377                      | \$754           | \$737       | 98%                   | \$754        | 100%                   | \$17                 | 2%                  |              |      |
| b) Large (100+ children or elderly)                                 | 4.00         | \$377                      | \$1,508         | \$1,473     | 98%                   | \$1,508      | 100%                   | \$35                 | 2%                  |              |      |
| 33 Residential Daycare                                              |              |                            |                 |             |                       |              |                        |                      |                     |              |      |
| a) Small Family Daycare (8 or fewer children)                       |              |                            |                 | \$0         |                       |              |                        |                      |                     |              |      |
| b) Large Family Daycare (9-14 children)                             |              |                            |                 | \$0         |                       |              |                        |                      |                     |              |      |
| c) Elderly Care (6 or fewer people)                                 |              |                            |                 | \$0         |                       |              |                        |                      |                     |              |      |
| 33 Small Apartments (3-4 units)                                     | 1.00         | \$377                      | \$377           | \$370       | 98%                   | \$377        | 100%                   | \$7                  | 2%                  |              |      |
| 34 Medium Apartments (5-15 units)                                   | 4.00         | \$377                      | \$1,508         | \$1,473     | 98%                   | \$1,508      | 100%                   | \$35                 | 2%                  |              |      |
| 35 Large Apartments (more than 15 units)                            | 6.00         | \$377                      | \$2,262         | \$2,210     | 98%                   | \$2,262      | 100%                   | \$52                 | 2%                  |              |      |

| Fee Description |                                                                                                                                                                                                                           | Service Time | Fully-Burdened Hourly Rate | Cost of Service | Current Fee         | Current Cost Recovery | Proposed Fee        | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------|-----------------|---------------------|-----------------------|---------------------|------------------------|----------------------|---------------------|--------------|------|
| 36              | Small Chemical User (Example: doctor/dentist, dry cleaner, photo shop, graphic design, print shop, automobile engine repair, propane, CO2 beverage dispensing system, battery systems, emergency generators, pools, etc.) | 2.00         | \$377                      | \$754           | \$772               | 102%                  | \$754               | 100%                   | (\$18)               | -2%                 |              |      |
| 37              | Medium Chemical User (Example: automobile body shop, research and design, analytical labs, pool supplies, big-box retail stores)                                                                                          | 5.00         | \$377                      | \$1,885         | \$1,913             | 101%                  | \$1,885             | 100%                   | (\$28)               | -1%                 |              |      |
| 38              | Large Chemical User (Semiconductor or similar facilities)                                                                                                                                                                 | 8.00         | \$377                      | \$3,016         | \$3,018             | 100%                  | \$3,016             | 100%                   | (\$2)                | 0%                  |              |      |
| 39              | Plating Shops                                                                                                                                                                                                             | 6.00         | \$377                      | \$2,262         | \$2,282             | 101%                  | \$2,262             | 100%                   | (\$20)               | -1%                 |              |      |
| 40              | Toxic Gas                                                                                                                                                                                                                 |              |                            |                 |                     |                       |                     |                        |                      |                     |              |      |
|                 | a) Small Toxic Gas - Annual Monitoring Certification                                                                                                                                                                      | 4.00         | \$377                      | \$1,508         | \$1,473             | 98%                   | \$1,508             | 100%                   | \$35                 | 2%                  |              |      |
|                 | b) Large Toxic Gas - Annual Monitoring Certification                                                                                                                                                                      | 8.00         | \$377                      | \$3,016         | \$2,947             | 98%                   | \$3,016             | 100%                   | \$69                 | 2%                  |              |      |
| 41              | Mobile Fueling                                                                                                                                                                                                            |              |                            |                 |                     |                       |                     |                        |                      |                     |              |      |
|                 | a) Vendor                                                                                                                                                                                                                 | 5.00         | \$377                      | \$1,885         | \$1,913             | 101%                  | \$1,885             | 100%                   | (\$28)               | -1%                 |              |      |
|                 | b) Site                                                                                                                                                                                                                   | 5.00         | \$377                      | \$1,885         | \$1,913             | 101%                  | \$1,885             | 100%                   | (\$28)               | -1%                 |              |      |
| 42              | Underground Tanks                                                                                                                                                                                                         | 3.00         | \$377                      | \$1,131         | \$1,160             | 103%                  | \$1,131             | 100%                   | (\$29)               | -3%                 |              |      |
| 43              | Urban Runoff Inspections                                                                                                                                                                                                  |              |                            |                 |                     |                       |                     |                        |                      |                     |              |      |
|                 | a) Industrial                                                                                                                                                                                                             |              |                            |                 | \$772               |                       |                     |                        |                      |                     |              |      |
|                 | b) Restaurants (once every 2 years)                                                                                                                                                                                       |              |                            |                 | \$772               |                       |                     |                        |                      |                     |              |      |
| 43              | Other Miscellaneous Annual Inspections Fee - per hour                                                                                                                                                                     |              |                            |                 | HR(s) * hourly rate |                       | HR(s) * hourly rate |                        | No Change            | No Change           |              |      |

| Fee Description                                                                                                                                        | Service Time | Fully-Burdened Hourly Rate | Cost of Service | Current Fee | Current Cost Recovery | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------|-----------------|-------------|-----------------------|--------------|------------------------|----------------------|---------------------|--------------|------|
| <b>CONSTRUCTION REVIEW / PERMIT / INSPECTION</b>                                                                                                       |              |                            |                 |             |                       |              |                        |                      |                     |              |      |
| <b>Building Life / Safety:</b>                                                                                                                         |              |                            |                 |             |                       |              |                        |                      |                     |              |      |
| 44 Demolition Fees:                                                                                                                                    |              |                            |                 |             |                       |              |                        |                      |                     |              |      |
| a) Interior or Partial Building or Misc. Demolition                                                                                                    | 2.00         | \$377                      | \$754           | \$738       | 98%                   | \$754        | 100%                   | \$16                 | 2%                  |              |      |
| b) Complete Building with or without Site Demolition                                                                                                   | 3.00         | \$377                      | \$1,131         | \$1,107     | 98%                   | \$1,131      | 100%                   | \$24                 | 2%                  |              |      |
| 45 Grading Fees: These are only assessed if permits are submitted separately to Building Department from new construction or remodel permits.          |              |                            |                 |             |                       |              |                        |                      |                     |              |      |
| a) Less than 1 acre                                                                                                                                    | 2.00         | \$377                      | \$754           | \$738       | 98%                   | \$754        | 100%                   | \$16                 | 2%                  |              |      |
| b) 1-5 acres                                                                                                                                           | 3.00         | \$377                      | \$1,131         | \$1,107     | 98%                   | \$1,131      | 100%                   | \$24                 | 2%                  |              |      |
| c) Greater than 5 acres                                                                                                                                | 4.00         | \$377                      | \$1,508         | \$1,477     | 98%                   | \$1,508      | 100%                   | \$31                 | 2%                  |              |      |
| 46 Site Improvement Fees: These are only assessed if permits are submitted separately to Building Department from new construction or remodel permits. |              |                            |                 |             |                       |              |                        |                      |                     |              |      |
| a) Less than 1 acre                                                                                                                                    | 3.00         | \$377                      | \$1,131         | \$1,107     | 98%                   | \$1,131      | 100%                   | \$24                 | 2%                  |              |      |
| b) 1-5 acres                                                                                                                                           | 6.00         | \$377                      | \$2,262         | \$2,215     | 98%                   | \$2,262      | 100%                   | \$47                 | 2%                  |              |      |
| c) Greater than 5 acres (per acre)                                                                                                                     | 1.00         | \$377                      | \$377           | \$370       | 98%                   | \$377        | 100%                   | \$7                  | 2%                  | per acre     |      |
| 47 New Building – Shell:                                                                                                                               |              |                            |                 |             |                       |              |                        |                      |                     |              |      |
| a) Less than 5,000 sq. ft.                                                                                                                             | 3.00         | \$377                      | \$1,131         | \$1,107     | 98%                   | \$1,131      | 100%                   | \$24                 | 2%                  |              |      |
| b) 5,000-25,000 sq. ft.                                                                                                                                | 6.00         | \$377                      | \$2,262         | \$2,215     | 98%                   | \$2,262      | 100%                   | \$47                 | 2%                  |              |      |
| c) 25,000-50,000 sq. ft.                                                                                                                               | 9.00         | \$377                      | \$3,393         | \$3,322     | 98%                   | \$3,393      | 100%                   | \$71                 | 2%                  |              |      |
| d) 50,000+ sq. ft. – per sq. ft.                                                                                                                       | 0.0002       | \$377                      | \$0.08          | \$0.08      | 104%                  | \$0.08       | 100%                   | (\$0.00)             | -3%                 | per sq ft    |      |
| 48 New Building – New Construction:                                                                                                                    |              |                            |                 |             |                       |              |                        |                      |                     |              |      |
| a) Less than 5,000 sq. ft.                                                                                                                             | 3.00         | \$377                      | \$1,131         | \$1,107     | 98%                   | \$1,131      | 100%                   | \$24                 | 2%                  |              |      |
| b) 5,000-25,000 sq. ft.                                                                                                                                | 8.00         | \$377                      | \$3,016         | \$2,953     | 98%                   | \$3,016      | 100%                   | \$63                 | 2%                  |              |      |
| c) 25,000-50,000 sq. ft.                                                                                                                               | 15.00        | \$377                      | \$5,655         | \$5,537     | 98%                   | \$5,655      | 100%                   | \$118                | 2%                  |              |      |
| d) 50,000+ sq. ft. – per sq. ft.                                                                                                                       | 0.0003       | \$377                      | \$0.11          | \$0.12      | 104%                  | \$0.11       | 100%                   | (\$0.00)             | -3%                 | per sq ft    |      |
| 49 Additions, Alterations, and Tenant Improvements:                                                                                                    |              |                            |                 |             |                       |              |                        |                      |                     |              |      |
| a) Less than 5,000 sq. ft.                                                                                                                             | 1.75         | \$377                      | \$660           | \$703       | 107%                  | \$660        | 100%                   | (\$44)               | -6%                 |              |      |
| b) 5,000-25,000 sq. ft.                                                                                                                                | 7.50         | \$377                      | \$2,828         | \$2,780     | 98%                   | \$2,828      | 100%                   | \$48                 | 2%                  |              |      |
| c) 25,000-50,000 sq. ft.                                                                                                                               | 14.00        | \$377                      | \$5,278         | \$5,191     | 98%                   | \$5,278      | 100%                   | \$87                 | 2%                  |              |      |
| d) 50,000+ sq. ft. – per sq. ft.                                                                                                                       | 0.0003       | \$377                      | \$0.11          | \$0.12      | 104%                  | \$0.11       | 100%                   | (\$0.00)             | -3%                 | per sq ft    |      |



| Fee Description |                                                                                                                                       | Service Time | Fully-Burdened Hourly Rate | Cost of Service | Current Fee         | Current Cost Recovery | Proposed Fee        | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------|-----------------|---------------------|-----------------------|---------------------|------------------------|----------------------|---------------------|--------------|------|
| 50              | Missed Plan Check by Appointment                                                                                                      | 1.00         | \$377                      | \$377           | \$370               | 98%                   | \$377               | 100%                   | \$7                  | 2%                  |              |      |
| 51              | Revision to Project Fee - per hour (min 1 hr)                                                                                         |              |                            |                 | HR(s) * hourly rate |                       | HR(s) * hourly rate |                        | No Change            | No Change           |              |      |
| 52              | Tents, Canopies, or Membrane Structures:                                                                                              |              |                            |                 |                     |                       |                     |                        |                      |                     |              |      |
|                 | a) 4 or less                                                                                                                          | 4.00         | \$377                      | \$1,508         | \$1,106             | 73%                   | \$1,508             | 100%                   | \$402                | 36%                 |              |      |
|                 | b) Each Additional, After 4                                                                                                           | 1.00         | \$377                      | \$377           | varies              | varies                | \$377               | 100%                   | varies               | varies              |              |      |
| 53              | Temporary Assembly (Indoors or outdoors), with or w/out tent                                                                          |              |                            |                 |                     |                       |                     |                        |                      |                     |              |      |
|                 | a) Occupancy 50-299                                                                                                                   | 3.00         | \$377                      | \$1,131         | \$1,106             | 98%                   | \$1,131             | 100%                   | \$25                 | 2%                  |              |      |
|                 | b) Occupancy 300-999                                                                                                                  | 5.00         | \$377                      | \$1,885         | \$1,844             | 98%                   | \$1,885             | 100%                   | \$41                 | 2%                  |              |      |
|                 | c) Occupancy 1000+                                                                                                                    | 8.00         | \$377                      | \$3,016         | \$2,951             | 98%                   | \$3,016             | 100%                   | \$65                 | 2%                  |              |      |
|                 | <b>Fire Extinguishing Systems: These are typically deferred submittals and reviewed and inspected after building plan submittals.</b> |              |                            |                 |                     |                       |                     |                        |                      |                     |              |      |
| 54              | Fire Service Underground:                                                                                                             |              |                            |                 |                     |                       |                     |                        |                      |                     |              |      |
|                 | a) New or Replace - each                                                                                                              | 5.00         | \$377                      | \$1,885         | \$1,844             | 98%                   | \$1,885             | 100%                   | \$41                 | 2%                  |              |      |
|                 | b) Repairs                                                                                                                            | 2.00         | \$377                      | \$754           | \$738               | 98%                   | \$754               | 100%                   | \$16                 | 2%                  |              |      |
| 55              | Fire Sprinkler Systems:                                                                                                               |              |                            |                 |                     |                       |                     |                        |                      |                     |              |      |
|                 | a) Less than 2,000 sq. ft                                                                                                             | 2.75         | \$377                      | \$1,037         | \$1,072             | 103%                  | \$1,037             | 100%                   | (\$35)               | -3%                 |              |      |
|                 | b) 2,000+ sq. ft. – per sq. ft., fee = Base Fee + [(project sq. ft. - 2,000 sq. ft.) * per sq. ft. fee]                               | 0.0007       | \$377                      | \$0.26          | \$0.27              | 104%                  | \$0.26              | 100%                   | (\$0.01)             | -3%                 |              |      |
| 56              | Hood & Duct Systems – Each                                                                                                            | 4.00         | \$377                      | \$1,508         | \$1,476             | 98%                   | \$1,508             | 100%                   | \$32                 | 2%                  |              |      |
| 57              | FM 2000 (under floor systems, etc.) each                                                                                              | 4.00         | \$377                      | \$1,508         | \$1,476             | 98%                   | \$1,508             | 100%                   | \$32                 | 2%                  |              |      |
| 58              | Other (deluge, foam, preaction, etc.) each                                                                                            | 4.00         | \$377                      | \$1,508         | \$1,476             | 98%                   | \$1,508             | 100%                   | \$32                 | 2%                  |              |      |

| Fee Description                                                                                                                                                                            | Service Time | Fully-Burdened Hourly Rate | Cost of Service | Current Fee         | Current Cost Recovery | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis  | Note |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------|-----------------|---------------------|-----------------------|--------------|------------------------|----------------------|---------------------|---------------|------|
| 59 Fire Alarm Systems:<br>Additions, Alterations, or Repairs: If more than 10 devices then the New Fire Alarm fee applies.                                                                 |              |                            |                 |                     |                       |              |                        |                      |                     |               |      |
| a) 1-5 Devices                                                                                                                                                                             | 2.00         | \$377                      | \$754           | \$738               | 98%                   | \$754        | 100%                   | \$16                 | 2%                  |               |      |
| b) 6-10 Devices                                                                                                                                                                            | 4.00         | \$377                      | \$1,508         | \$1,476             | 98%                   | \$1,508      | 100%                   | \$32                 | 2%                  |               |      |
| 60 New Fire Alarm:                                                                                                                                                                         |              |                            |                 |                     |                       |              |                        |                      |                     |               |      |
| a) Less than 5,000 sq. ft.                                                                                                                                                                 | 4.00         | \$377                      | \$1,508         | \$1,476             | 98%                   | \$1,508      | 100%                   | \$32                 | 2%                  |               |      |
| b) 5,000+ sq. ft. – per sq. ft., fee = Base Fee + [(project sq. ft. - 5,000 sq. ft.) * per sq. ft. fee]                                                                                    | 0.0007       | \$377                      | \$0.26          | \$0.25              | 93%                   | \$0.26       | 100%                   | \$0.02               | 7%                  |               |      |
| 61 Hazardous Materials - Building Construction:                                                                                                                                            |              |                            |                 |                     |                       |              |                        |                      |                     |               |      |
| a) Commercial ESS                                                                                                                                                                          | 6.00         | \$377                      | \$2,262         | HR(s) * hourly rate | 98%                   | \$2,262      | 100%                   | varies               | varies              |               |      |
| b) Residential ESS                                                                                                                                                                         | 3.00         | \$377                      | \$1,131         | HR(s) * hourly rate | 98%                   | \$1,131      | 100%                   | varies               | varies              |               |      |
| c) Small TI without process piping or tools. (Example: registration form, inert compressed gas system installations, CO2 for beverage, small auto repair or retail).                       | 3.00         | \$377                      | \$1,131         | \$748               | 66%                   | \$1,131      | 100%                   | \$383                | 51%                 |               |      |
| d) Facility TI with process piping or tanks < 4,000 sq. ft. (Example: H or F Occupancy, Plating Facility, chemical bunker). Does not include tools (tool fee is extra).                    | 5.00         | \$377                      | \$1,885         | \$1,480             | 79%                   | \$1,885      | 100%                   | \$405                | 27%                 |               |      |
| e) Facility TI with process piping or tanks > 4,000 sq. ft. (Example: H or F Occupancy, Plating Facility, chemical bunker). Does not include tools (tool fee is extra).                    |              |                            |                 |                     |                       |              |                        |                      |                     |               |      |
| i) Base Fee - Includes up to 8 hours                                                                                                                                                       | 8.00         | \$377                      | \$3,016         | \$0.38 per SF       | varies                | \$3,016      | 100%                   | varies               | varies              |               |      |
| ii) Each Additional Hour, or fraction thereof                                                                                                                                              | 1.00         | \$377                      | \$377           | \$0.38 per SF       | varies                | \$377        | 100%                   | varies               | varies              |               |      |
| f) Temporary diesel generator (no external tank)                                                                                                                                           | 5.00         | \$377                      | \$1,885         | HR(s) * hourly rate | 98%                   | \$1,885      | 100%                   | varies               | varies              |               |      |
| g) Temporary diesel tank (external to equipment)                                                                                                                                           | 3.00         | \$377                      | \$1,131         | HR(s) * hourly rate | 98%                   | \$1,131      | 100%                   | varies               | varies              |               |      |
| h) Temporary or Mobile ESS                                                                                                                                                                 | 6.00         | \$377                      | \$2,262         | HR(s) * hourly rate | 98%                   | \$2,262      | 100%                   | varies               | varies              |               |      |
| 62 Tools with Hazardous Materials (Example: emergency generator, lift stations, aboveground tanks, treatment systems, battery module per 50KWh, propane system, large tank installations). |              |                            |                 |                     |                       |              |                        |                      |                     |               |      |
| a) Up to Two Tools                                                                                                                                                                         | 4.00         | \$377                      | \$1,508         | \$1,480             | 98%                   | \$1,508      | 100%                   | \$28                 | 2%                  | up to 2 tools |      |
| b) Each Additional Tool                                                                                                                                                                    | 1.50         | \$377                      | \$566           | \$555               | 98%                   | \$566        | 100%                   | \$10                 | 2%                  | per tool      |      |

| Fee Description |                                                                                                                                                                                 | Service Time | Fully-Burdened Hourly Rate | Cost of Service | Current Fee   | Current Cost Recovery | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------|-----------------|---------------|-----------------------|--------------|------------------------|----------------------|---------------------|--------------|------|
| 63              | Closure - process / tools                                                                                                                                                       | 3.00         | \$377                      | \$1,131         | \$1,126       | 100%                  | \$1,131      | 100%                   | \$5                  | 0%                  | each         |      |
| 64              | Closure - Facility                                                                                                                                                              |              |                            |                 |               |                       |              |                        |                      |                     |              |      |
|                 | a) Small HM Facility Closure                                                                                                                                                    | 4.00         | \$377                      | \$1,508         | \$748         | 50%                   | \$1,508      | 100%                   | \$760                | 102%                |              |      |
|                 | b) Medium HM Facility Closure                                                                                                                                                   | 6.00         | \$377                      | \$2,262         | \$1,480       | 65%                   | \$2,262      | 100%                   | \$782                | 53%                 |              |      |
|                 | c) Large HM Facility Closure                                                                                                                                                    |              |                            |                 |               |                       |              |                        |                      |                     |              |      |
|                 | i) Base Fee - Includes up to 10 hours                                                                                                                                           | 10.00        | \$377                      | \$3,770         | \$0.38 per SF | varies                | \$3,770      | 100%                   | varies               | varies              |              |      |
|                 | ii) Each Additional Hour, or fraction thereof                                                                                                                                   | 1.00         | \$377                      | \$377           | \$0.38 per SF | varies                | \$377        | 100%                   | varies               | varies              |              |      |
|                 | <del>a) Small TI without process piping or tools. (Example: registration form, inert compressed gas system installations, CO2 for beverage, small auto repair or retail).</del> |              |                            |                 | \$748         |                       |              |                        |                      |                     |              |      |
|                 | <del>b) Facility TI with process piping or tanks &lt; 4,000 sq. ft. (Example: H or F Occupancy, Plating Facility, chemical bunker). Tools included.</del>                       |              |                            |                 | \$1,480       |                       |              |                        |                      |                     |              |      |
|                 | <del>c) Facility TI with process piping or tanks &gt; 4,000 sq. ft. (Example: H or F Occupancy, Plating Facility, chemical bunker). Tools included.</del>                       |              |                            |                 | \$0.38        |                       |              |                        |                      |                     |              |      |
| 65              | Underground Tank Installation:                                                                                                                                                  |              |                            |                 |               |                       |              |                        |                      |                     |              |      |
|                 | a) Tank System - 3 Tanks or less                                                                                                                                                | 18.00        | \$377                      | \$6,786         | \$6,737       | 99%                   | \$6,786      | 100%                   | \$49                 | 1%                  |              |      |
|                 | b) Each Additional Tank                                                                                                                                                         | 2.00         | \$377                      | \$754           | \$756         | 100%                  | \$754        | 100%                   | (\$2)                | 0%                  |              |      |
|                 | <del>a) 4 Tank System or less</del>                                                                                                                                             |              |                            |                 | \$6,737       |                       |              |                        |                      |                     |              |      |
|                 | <del>b) Each additional tank</del>                                                                                                                                              |              |                            |                 | \$756         |                       |              |                        |                      |                     |              |      |
| 66              | Underground Tank Removal:                                                                                                                                                       |              |                            |                 |               |                       |              |                        |                      |                     |              |      |
|                 | a) Tank System - 3 Tanks or less                                                                                                                                                | 10.00        | \$377                      | \$3,770         | \$3,007       | 80%                   | \$3,770      | 100%                   | \$763                | 25%                 |              |      |
|                 | b) Each Additional Tank                                                                                                                                                         | 2.00         | \$377                      | \$754           | \$378         | 50%                   | \$754        | 100%                   | \$376                | 99%                 |              |      |
|                 | <del>a) 2 Tank System or Less</del>                                                                                                                                             |              |                            |                 | \$3,007       |                       |              |                        |                      |                     |              |      |
|                 | <del>b) Each additional tank</del>                                                                                                                                              |              |                            |                 | \$378         |                       |              |                        |                      |                     |              |      |

| Fee Description                                                                   | Service Time | Fully-Burdened Hourly Rate | Cost of Service | Current Fee         | Current Cost Recovery | Proposed Fee        | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note |
|-----------------------------------------------------------------------------------|--------------|----------------------------|-----------------|---------------------|-----------------------|---------------------|------------------------|----------------------|---------------------|--------------|------|
| <b>MISCELLANEOUS FEES:</b>                                                        |              |                            |                 |                     |                       |                     |                        |                      |                     |              |      |
| 67 After Hours or Fast-Track Plan Check, Inspection - 3 hrs min at OT Rate [a]    | 3.00         | \$452                      | \$1,357         | \$1,300             | 96%                   | \$1,357             | 100%                   | \$57                 | 4%                  |              | [a]  |
| 68 Alternate Materials & Methods Review                                           | 3.50         | \$377                      | \$1,320         | \$1,340             | 102%                  | \$1,320             | 100%                   | (\$20)               | -2%                 |              |      |
| 69 New Occupancy (new business)                                                   |              |                            |                 |                     |                       |                     |                        |                      |                     |              |      |
| a) No Hazardous Materials                                                         | 2.00         | \$377                      | \$754           | \$370               | 49%                   | \$754               | 100%                   | \$384                | 104%                |              |      |
| b) With Hazardous Materials                                                       | 2.00         | \$377                      | \$754           | \$737               | 98%                   | \$754               | 100%                   | \$17                 | 2%                  |              |      |
| 70 Smoke Detectors Verifications (new owner)                                      | 1.00         | \$377                      | \$377           | \$370               | 98%                   | \$377               | 100%                   | \$7                  | 2%                  |              |      |
| 71 Title 19 5-year automatic fire sprinkler certification                         |              |                            |                 |                     |                       |                     |                        |                      |                     |              |      |
| a) Commercial, Industrial, Mixed Use, Hotel/Motel, Apartments, Condominiums, etc. |              |                            |                 |                     |                       |                     |                        |                      |                     |              |      |
| i. Building less than or equal to 50,000 sq. ft.                                  | 2.00         | \$377                      | \$754           | \$739               | 98%                   | \$754               | 100%                   | \$15                 | 2%                  |              |      |
| ii. Building over 50,000 sq. ft.                                                  |              |                            |                 |                     |                       |                     |                        |                      |                     |              |      |
| a) First 50,000 sq. ft.                                                           | 2.00         | \$377                      | \$754           | \$739               | 98%                   | \$754               | 100%                   | \$15                 | 2%                  |              |      |
| b) Each additional 50,000 sq. ft. or fraction thereof                             | 1.00         | \$377                      | \$377           | \$370               | 98%                   | \$377               | 100%                   | \$7                  | 2%                  |              |      |
| b) Townhome Buildings                                                             |              |                            |                 |                     |                       |                     |                        |                      |                     |              |      |
| i. Building less than or equal to 25,000 sq. ft.                                  | 1.00         | \$377                      | \$377           | \$370               | 98%                   | \$377               | 100%                   | \$7                  | 2%                  |              |      |
| ii. Building over 25,000 sq. ft.                                                  |              |                            |                 |                     |                       |                     |                        |                      |                     |              |      |
| a) First 25,000 sq. ft.                                                           | 1.00         | \$377                      | \$377           | \$370               | 98%                   | \$377               | 100%                   | \$7                  | 2%                  |              |      |
| b) Each additional 25,000 sq. ft. or fraction thereof                             | 1.00         | \$377                      | \$377           | \$370               | 98%                   | \$377               | 100%                   | \$7                  | 2%                  |              |      |
| 72 Failure to cancel a scheduled inspection 24 hrs. prior                         | 1.00         | \$377                      | \$377           | \$370               | 98%                   | \$377               | 100%                   | \$7                  | 2%                  |              |      |
| 73 Temporary Certificate of Occupancy                                             | 0.50         | \$377                      | \$189           | \$184               | 98%                   | \$189               | 100%                   | \$4                  | 2%                  |              |      |
| 74 Standard Hourly Rate - per hour                                                | 1.00         | \$377                      | \$377           | \$370               | 98%                   | \$377               | 100%                   | \$7                  | 2%                  |              |      |
| 75 Overtime Hourly Fee - per hour                                                 | 1.00         | \$452                      | \$452           | \$434               | 96%                   | \$452               | 100%                   | \$19                 | 4%                  |              |      |
| 76 Other activities not listed - per hour                                         | 1.00         | \$377                      | \$377           | \$370               | 98%                   | \$377               | 100%                   | \$7                  | 2%                  |              |      |
| 77 Additional Plan Review Time - Std. or OT per hr.                               |              |                            |                 | HR(s) * hourly rate |                       | HR(s) * hourly rate |                        | No Change            | No Change           |              |      |
| 78 Additional Inspection Time - Std. or OT per hr.                                |              |                            |                 | HR(s) * hourly rate |                       | HR(s) * hourly rate |                        | No Change            | No Change           |              |      |
| 79 Fire Department Technology Fee - % of permit                                   |              |                            |                 | 3.80%               |                       | 3.80%               |                        | No Change            | No Change           |              |      |

| Fee Description |                                              | Service Time | Fully-Burdened Hourly Rate | Cost of Service | Current Fee | Current Cost Recovery | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note |
|-----------------|----------------------------------------------|--------------|----------------------------|-----------------|-------------|-----------------------|--------------|------------------------|----------------------|---------------------|--------------|------|
| 80              | Emergency Response Mapping - New Projects    |              |                            |                 |             |                       |              |                        |                      |                     |              |      |
|                 | a) Base Fee - Includes up to 1 hour          | 1.00         | \$377                      | \$377           | \$335       | 89%                   | \$377        | 100%                   | \$42                 | 13%                 |              |      |
|                 | b) Each Additional Hour, or fraction thereof | 1.00         | \$377                      | \$377           | \$335       | 89%                   | \$377        | 100%                   | \$42                 | 13%                 |              |      |

[a] Minimum 3 hours.



**User and Regulatory Fees**

***Cost of Service Calculations***

***Police Fees***

## Recurring Expenditures [a]

| Fund # | Fund Desc    | Division | Div Description       | Account | Account Description            | Budget      | Adjust | Total       | Note |
|--------|--------------|----------|-----------------------|---------|--------------------------------|-------------|--------|-------------|------|
| 100    | General Fund | 700      | Police Administration | 4111    | Permanent                      | \$1,261,065 | \$0    | \$1,261,065 |      |
| 100    | General Fund | 700      | Police Administration | 4112    | Temporary                      | \$53,886    | \$0    | \$53,886    |      |
| 100    | General Fund | 700      | Police Administration | 4113    | Overtime                       | \$928       | \$0    | \$928       |      |
| 100    | General Fund | 700      | Police Administration | 4121    | Allowances                     | \$4,068     | \$0    | \$4,068     |      |
| 100    | General Fund | 700      | Police Administration | 4131    | PERS                           | \$701,654   | \$0    | \$701,654   |      |
| 100    | General Fund | 700      | Police Administration | 4132    | Group Insurance                | \$167,940   | \$0    | \$167,940   |      |
| 100    | General Fund | 700      | Police Administration | 4133    | Medicare-Employer's Contributi | \$18,974    | \$0    | \$18,974    |      |
| 100    | General Fund | 700      | Police Administration | 4135    | Worker's Compensation          | \$65,929    | \$0    | \$65,929    |      |
| 100    | General Fund | 700      | Police Administration | 4138    | Deferred Comp-Employer Contr   | \$3,600     | \$0    | \$3,600     |      |
| 100    | General Fund | 700      | Police Administration | 4139    | PARS                           | \$1,849     | \$0    | \$1,849     |      |
| 100    | General Fund | 700      | Police Administration | 4146    | Short Term Disability          | \$336       | \$0    | \$336       |      |
| 100    | General Fund | 700      | Police Administration | 4161    | Retiree Medical Reserve        | \$13,137    | \$0    | \$13,137    |      |
| 100    | General Fund | 700      | Police Administration | 4211    | Equipment Replacement Amort    | \$5,655     | \$0    | \$5,655     |      |
| 100    | General Fund | 700      | Police Administration | 4221    | Office Supplies                | \$2,095     | \$0    | \$2,095     |      |
| 100    | General Fund | 700      | Police Administration | 4241    | Repair & Maintenance           | \$78        | \$0    | \$78        |      |
| 100    | General Fund | 700      | Police Administration | 4501    | Memberships & Dues             | \$2,025     | \$0    | \$2,025     |      |
| 100    | General Fund | 700      | Police Administration | 4503    | Training and Registration      | \$6,518     | \$0    | \$6,518     |      |
| Total  |              |          |                       |         |                                | \$2,309,737 | \$0    | \$2,309,737 |      |

| Fund # | Fund Desc    | Division | Div Description      | Account | Account Description            | Budget      | Adjust | Total       | Note |
|--------|--------------|----------|----------------------|---------|--------------------------------|-------------|--------|-------------|------|
| 100    | General Fund | 712      | Personnel & Training | 4111    | Permanent                      | \$498,179   | \$0    | \$498,179   |      |
| 100    | General Fund | 712      | Personnel & Training | 4113    | Overtime                       | \$4,000     | \$0    | \$4,000     |      |
| 100    | General Fund | 712      | Personnel & Training | 4121    | Allowances                     | \$2,712     | \$0    | \$2,712     |      |
| 100    | General Fund | 712      | Personnel & Training | 4131    | PERS                           | \$302,245   | \$0    | \$302,245   |      |
| 100    | General Fund | 712      | Personnel & Training | 4132    | Group Insurance                | \$77,040    | \$0    | \$77,040    |      |
| 100    | General Fund | 712      | Personnel & Training | 4133    | Medicare-Employer's Contributi | \$7,008     | \$0    | \$7,008     |      |
| 100    | General Fund | 712      | Personnel & Training | 4135    | Worker's Compensation          | \$27,330    | \$0    | \$27,330    |      |
| 100    | General Fund | 712      | Personnel & Training | 4138    | Deferred Comp-Employer Contr   | \$0         | \$0    | \$0         |      |
| 100    | General Fund | 712      | Personnel & Training | 4146    | Short Term Disability          | \$0         | \$0    | \$0         |      |
| 100    | General Fund | 712      | Personnel & Training | 4161    | Retiree Medical Reserve        | \$9,097     | \$0    | \$9,097     |      |
| 100    | General Fund | 712      | Personnel & Training | 4211    | Equipment Replacement Amort    | \$0         | \$0    | \$0         |      |
| 100    | General Fund | 712      | Personnel & Training | 4221    | Office Supplies                | \$1,760     | \$0    | \$1,760     |      |
| 100    | General Fund | 712      | Personnel & Training | 4237    | Contractual Services           | \$114,758   | \$0    | \$114,758   |      |
| 100    | General Fund | 712      | Personnel & Training | 4501    | Memberships & Dues             | \$140       | \$0    | \$140       |      |
| 100    | General Fund | 712      | Personnel & Training | 4503    | Training and Registration      | \$152,500   | \$0    | \$152,500   |      |
| Total  |              |          |                      |         |                                | \$1,196,769 | \$0    | \$1,196,769 |      |

|       |  |  |  |  |  |             |     |             |  |
|-------|--|--|--|--|--|-------------|-----|-------------|--|
| Total |  |  |  |  |  | \$3,506,506 | \$0 | \$3,506,506 |  |
|-------|--|--|--|--|--|-------------|-----|-------------|--|

City of Milpitas  
 User and Regulatory Fee Study  
 Calculation of Fully-Burdened Hourly Rate - Police Department

**Allocation of Citywide Overhead**

| Description                  | C'wide OH Rate | Mod Op Exp  | Allocation of C'wide OH | Note |
|------------------------------|----------------|-------------|-------------------------|------|
| Citywide Overhead Allocation | 16.6%          | \$3,506,506 | \$582,080               | [b]  |

**Allocation of Total Costs**

| Description                     | Total       | Note |
|---------------------------------|-------------|------|
| Direct Expenses                 | \$3,506,506 |      |
| Allocation of Citywide Overhead | \$582,080   |      |
| Total                           | \$4,088,586 |      |

**Allocation to Direct Service Units**

| Division | Div Description     | Divisional Expense | Share | Allocation  | Notes |
|----------|---------------------|--------------------|-------|-------------|-------|
| 711      | Records             | \$1,707,900        | 4%    | \$154,657   | [a]   |
| 713      | Communications      | \$4,871,582        | 11%   | \$441,141   | [a]   |
| 714      | Community Relations | \$1,249,127        | 3%    | \$113,113   | [a]   |
| 721      | Patrol Services     | \$28,055,542       | 62%   | \$2,540,539 | [a]   |
| 722      | Traffic             | \$2,456,849        | 5%    | \$222,477   | [a]   |
| 723      | Crossing Guards     | \$877,246          | 2%    | \$79,438    | [a]   |
| 724      | Investigations      | \$5,932,611        | 13%   | \$537,221   | [a]   |
| Total    |                     | \$45,150,857       | 100%  | \$4,088,586 |       |

[a] Source: FY 25/26 Adopted Budget.

[b] Source: Citywide overhead cost allocation plan.



City of Milpitas  
User and Regulatory Fee Study  
Calculation of Fully-Burdened Hourly Rate - Police Department

Calculation of Total Cost of Service [a]

|                                        |                                | 711         | 713         | 714                 | 721             | 722         | 723             | 724         |               |      |
|----------------------------------------|--------------------------------|-------------|-------------|---------------------|-----------------|-------------|-----------------|-------------|---------------|------|
| Account                                | Account Description            | Records     | Comm's      | Community Relations | Patrol Services | Traffic     | Crossing Guards | Investig's  | Total         | Note |
| 4111                                   | Permanent                      | \$900,797   | \$2,738,428 | \$625,794           | \$14,389,811    | \$1,220,104 |                 | \$3,010,051 | \$22,884,985  |      |
| 4112                                   | Temporary                      |             | \$46,304    |                     |                 |             |                 |             | \$46,304      |      |
| 4113                                   | Overtime                       | \$15,134    | \$121,000   | \$34,000            | \$385,486       | \$96,778    |                 | \$111,406   | \$763,804     |      |
| 4121                                   | Allowances                     | \$5,460     | \$13,056    | \$4,068             | \$91,266        | \$8,136     |                 | \$18,612    | \$140,598     |      |
| 4131                                   | PERS                           | \$304,865   | \$1,020,522 | \$377,857           | \$7,827,565     | \$737,030   |                 | \$1,694,619 | \$11,962,458  |      |
| 4132                                   | Group Insurance                | \$172,032   | \$467,016   | \$115,560           | \$1,933,793     | \$185,016   |                 | \$371,136   | \$3,244,553   |      |
| 4133                                   | Medicare-Employer's Contributi | \$12,974    | \$40,120    | \$8,800             | \$185,490       | \$17,166    |                 | \$42,608    | \$307,158     |      |
| 4135                                   | Worker's Compensation          | \$4,307     | \$30,063    | \$35,749            | \$755,086       | \$68,932    |                 | \$157,223   | \$1,051,360   |      |
| 4138                                   | Deferred Comp-Employer Contr   | \$900       | \$1,800     |                     | \$900           |             |                 | \$1,800     | \$5,400       |      |
| 4141                                   | Adjustments-Benefits           | \$0         | \$0         |                     | \$989,408       |             |                 |             | \$989,408     |      |
| 4146                                   | Short Term Disability          | \$84        | \$168       |                     |                 |             |                 | \$168       | \$420         |      |
| 4161                                   | Retiree Medical Reserve        | \$18,948    | \$51,485    | \$11,899            | \$256,476       | \$22,944    |                 | \$55,581    | \$417,333     |      |
| 4201                                   | Community Promotions           |             |             | \$500               |                 |             |                 |             | \$500         |      |
| 4211                                   | Equipment Replacement Amorti   | \$8,522     |             | \$19,400            | \$772,212       | \$77,843    |                 | \$122,835   | \$1,000,812   |      |
| 4221                                   | Office Supplies                | \$30,000    | \$4,500     | \$15,000            | \$10,130        | \$11,200    |                 | \$9,694     | \$80,524      |      |
| 4223                                   | Departmental Supplies          |             |             |                     | \$106,200       |             |                 |             | \$106,200     |      |
| 4225                                   | Health & Safety Supplies       |             |             |                     | \$3,200         |             |                 |             | \$3,200       |      |
| 4237                                   | Contractual Services           | \$231,153   | \$285,246   | \$500               | \$235,595       | \$9,000     | \$877,246       | \$334,910   | \$1,973,650   |      |
| 4241                                   | Repair & Maintenance           | \$2,344     | \$31,216    |                     | \$7,366         | \$2,700     |                 | \$1,800     | \$45,426      |      |
| 4242                                   | Rents & Leases                 |             |             |                     | \$104,331       |             |                 |             | \$104,331     |      |
| 4411                                   | Phone-Local                    |             | \$19,400    |                     |                 |             |                 |             | \$19,400      |      |
| 4501                                   | Memberships & Dues             | \$380       | \$1,258     |                     | \$1,227         |             |                 | \$168       | \$3,033       |      |
| Total Budgeted Expenses                |                                | \$1,707,900 | \$4,871,582 | \$1,249,127         | \$28,055,542    | \$2,456,849 | \$877,246       | \$5,932,611 | \$45,150,857  |      |
| Adjustment for Hourly Rate Calculation |                                |             |             |                     |                 |             |                 |             |               |      |
| 4112                                   | Temporary                      | \$0         | (\$46,304)  | \$0                 | \$0             | \$0         | \$0             | \$0         | (\$46,304)    |      |
| 4113                                   | Overtime                       | (\$15,134)  | (\$121,000) | (\$34,000)          | (\$385,486)     | (\$96,778)  | \$0             | (\$111,406) | (\$763,804)   |      |
| 4237                                   | Contractual                    | (\$231,153) | (\$285,246) | (\$500)             | (\$235,595)     | (\$9,000)   | (\$877,246)     | (\$334,910) | (\$1,973,650) |      |
| Total Adjustment                       |                                | (\$246,287) | (\$452,550) | (\$34,500)          | (\$621,081)     | (\$105,778) | (\$877,246)     | (\$446,316) | (\$2,783,758) |      |
| Modified Total Expenditures            |                                |             |             |                     |                 |             |                 |             |               |      |
| Modified Total Expenditures            |                                | \$1,461,613 | \$4,419,032 | \$1,214,627         | \$27,434,461    | \$2,351,071 | \$0             | \$5,486,295 | \$42,367,099  |      |

City of Milpitas

User and Regulatory Fee Study

Calculation of Fully-Burdened Hourly Rate - Police Department

**Allocation of Citywide Overhead**

| Description                  | C'wide OH Rate | Records   | Comm's    | Community Relations | Patrol Services | Traffic   | Crossing Guards | Investig's | Total       | Note |
|------------------------------|----------------|-----------|-----------|---------------------|-----------------|-----------|-----------------|------------|-------------|------|
| Citywide Overhead Allocation | 16.6%          | \$242,628 | \$733,559 | \$201,628           | \$4,554,121     | \$390,278 | \$0             | \$910,725  | \$7,032,938 | [b]  |

**Allocation of Department Administration**

| Description               |  | Records   | Comm's    | Community Relations | Patrol Services | Traffic   | Crossing Guards | Investig's | Total       | Note |
|---------------------------|--|-----------|-----------|---------------------|-----------------|-----------|-----------------|------------|-------------|------|
| Department Administration |  | \$154,657 | \$441,141 | \$113,113           | \$2,540,539     | \$222,477 | \$79,438        | \$537,221  | \$4,088,586 | [b]  |

**Allocation of Total Costs**

| Description                             | Records     | Comm's      | Community Relations | Patrol Services | Traffic     | Crossing Guards | Investig's  | Total        | Note |
|-----------------------------------------|-------------|-------------|---------------------|-----------------|-------------|-----------------|-------------|--------------|------|
| Direct Expenses                         | \$1,461,613 | \$4,419,032 | \$1,214,627         | \$27,434,461    | \$2,351,071 | \$0             | \$5,486,295 | \$42,367,099 |      |
| Allocation of Citywide Overhead         | \$242,628   | \$733,559   | \$201,628           | \$4,554,121     | \$390,278   | \$0             | \$910,725   | \$7,032,938  |      |
| Allocation of Department Administration | \$154,657   | \$441,141   | \$113,113           | \$2,540,539     | \$222,477   | \$79,438        | \$537,221   | \$4,088,586  |      |
| Total                                   | \$1,858,898 | \$5,593,732 | \$1,529,368         | \$34,529,120    | \$2,963,826 | \$79,438        | \$6,934,241 | \$53,488,623 |      |

**Productive Hours Per FTE**

| Description              | Total | Note |
|--------------------------|-------|------|
| Total Hours              | 2,080 |      |
| Less: Leave              | 232   |      |
| Productive Hours         | 1,848 |      |
| Direct Service Ratio     | 80%   |      |
| Direct Hours Avg Per FTE | 1,478 |      |

**Total Hours**

| Description    | FTE   | Productive Hours | Direct Hours | Note |
|----------------|-------|------------------|--------------|------|
| Records        | 8.00  | 14,784           | 11,827       |      |
| Patrol         | 70.00 | 129,360          | 103,488      |      |
| Investigations | 16.00 | 29,568           | 23,654       |      |

City of Milpitas

User and Regulatory Fee Study

Calculation of Fully-Burdened Hourly Rate - Police Department

**Fully-Burdened Hourly Rate Records**

| Description      | Total       | Note |
|------------------|-------------|------|
| Costs            | \$1,858,898 |      |
| Productive Hours | 14,784      |      |
| Hourly Rate      | \$126       |      |

**Fully-Burdened Hourly Rate Patrol**

| Description      | Total        | Note |
|------------------|--------------|------|
| Costs            | \$34,529,120 |      |
| Productive Hours | 129,360      |      |
| Hourly Rate      | \$267        |      |

**Fully-Burdened Hourly Rate Investigations**

| Description      | Total       | Note |
|------------------|-------------|------|
| Costs            | \$6,934,241 |      |
| Productive Hours | 29,568      |      |
| Hourly Rate      | \$235       |      |

[a] Source: FY 25/26 Adopted Budget.

[b] Source: Citywide overhead cost allocation plan.

| Fee Description |                                                                  | Service Time |        |              | Hourly Rates |        |              | Cost of Service | Current Fee       | Current Cost Recovery | Proposed Fee      | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis         | Note |
|-----------------|------------------------------------------------------------------|--------------|--------|--------------|--------------|--------|--------------|-----------------|-------------------|-----------------------|-------------------|------------------------|----------------------|---------------------|----------------------|------|
|                 |                                                                  | Records      | Patrol | Invest. Svcs | Records      | Patrol | Invest. Svcs |                 |                   |                       |                   |                        |                      |                     |                      |      |
| 1               | <b>Citations</b><br>Citation Sign off for Non Milpitas Residents |              | 0.17   |              | \$126        | \$267  | \$235        | \$45            | \$20              | 45%                   | \$20              | 45%                    | \$0                  | 0%                  |                      |      |
| 2               | Parking Citations                                                |              |        |              |              |        |              |                 | \$65 - \$280      |                       | \$65 - \$280      |                        | \$0                  | 0%                  |                      | [a]  |
| 3               | Copy of Traffic & Parking citations                              | 0.08         |        |              | \$126        | \$267  | \$235        | \$11            | \$5               | 48%                   | \$5               | 48%                    | \$0                  | 0%                  |                      |      |
| 4               | <b>Alarm Fees and Fines</b><br>Alarm Permit                      |              |        |              |              |        |              |                 |                   |                       |                   |                        |                      |                     |                      |      |
|                 | a) Alarm Permit - Initial                                        |              |        |              |              |        |              |                 | \$52              |                       | \$52              |                        | \$0                  | 0%                  | per year             | [b]  |
|                 | b) Alarm Permit - Renewal                                        |              |        |              |              |        |              |                 | \$26              |                       | \$26              |                        | \$0                  | 0%                  | per year             | [b]  |
|                 | c) Alarm Permit - Late Filing Fee                                |              |        |              |              |        |              |                 | 50% of permit fee |                       | 50% of permit fee |                        | \$0                  | 0%                  |                      |      |
| 5               | False Alarm Response (per calendar year)                         |              |        |              |              |        |              |                 |                   |                       |                   |                        |                      |                     |                      |      |
|                 | a) First                                                         |              | 1.00   |              | \$126        | \$267  | \$235        | \$267           | No Charge         |                       | No Charge         |                        | \$0                  | 0%                  |                      |      |
|                 | b) Second                                                        |              | 1.00   |              | \$126        | \$267  | \$235        | \$267           | No Charge         |                       | No Charge         |                        | \$0                  | 0%                  |                      |      |
|                 | c) Third                                                         |              | 1.00   |              | \$126        | \$267  | \$235        | \$267           | \$98              | 37%                   | \$100             | 37%                    | \$2                  | 2%                  |                      |      |
|                 | d) Fourth                                                        |              | 1.00   |              | \$126        | \$267  | \$235        | \$267           | \$163             | 49%                   | \$165             | 50%                    | \$2                  | 1%                  |                      |      |
|                 | e) Fifth                                                         |              | 1.00   |              | \$126        | \$267  | \$235        | \$267           | \$325             | 73%                   | \$325             | 74%                    | (\$0)                | 0%                  |                      |      |
|                 | f) Sixth or More                                                 |              | 1.00   |              | \$126        | \$267  | \$235        | \$267           | \$325             | 85%                   | \$325             | 86%                    | (\$0)                | 0%                  | per response         |      |
| 6               | False Alarm Response - Additional Fee for Unregistered Alarm     | 0.25         |        |              | \$126        | \$267  | \$235        | \$32            | \$33              | 103%                  | \$32              | 100%                   | (\$1)                | -3%                 | per response         |      |
| 7               | <b>Concealed Weapon Permit</b><br>Concealed Weapon Permit        |              |        |              |              |        |              |                 |                   |                       |                   |                        |                      |                     |                      |      |
|                 | a) Initial Application                                           |              |        |              |              |        |              |                 | \$330             |                       | \$330             |                        | \$0                  | 0%                  |                      | [c]  |
|                 | b) Renewal Application                                           |              |        |              |              |        |              |                 | \$25              |                       | \$25              |                        | \$0                  | 0%                  |                      | [c]  |
|                 | c) Psychological Testing                                         |              |        |              |              |        |              |                 | Actual Cost       |                       | Actual Cost       |                        |                      |                     |                      | [c]  |
|                 | d) Modification of Permit                                        |              |        |              |              |        |              |                 | \$10              |                       | \$10              |                        | \$0                  | 0%                  |                      | [c]  |
| 8               | <b>Miscellaneous</b><br>Fingerprints                             |              |        |              |              |        |              |                 |                   |                       |                   |                        |                      |                     |                      |      |
|                 | a) Ink Card Up to (2) Cards                                      | 0.33         |        |              | \$126        | \$267  | \$235        | \$42            | \$25              | 60%                   | \$40              | 95%                    | \$15                 | 60%                 |                      |      |
|                 | b) Ink Card Over (2) Cards                                       | 0.04         |        |              | \$126        | \$267  | \$235        | \$5             | \$5               | 95%                   | \$5               | 95%                    | \$0                  | 0%                  | Each Additional Card |      |
|                 | c) Live Scan plus DOJ and FBI fees                               | 0.33         |        |              | \$126        | \$267  | \$235        | \$42            | \$25              | 60%                   | \$40              | 95%                    | \$15                 | 60%                 |                      |      |
| 9               | Subpoenas                                                        |              |        |              |              |        |              |                 |                   |                       |                   |                        |                      |                     |                      |      |
|                 | a) Officer                                                       |              |        |              |              |        |              |                 | \$275             |                       | \$275             |                        | \$0                  | 0%                  |                      |      |
|                 | b) Records                                                       |              |        |              |              |        |              |                 | \$15              |                       | \$15              |                        | \$0                  | 0%                  |                      |      |

| Fee Description |                                                   | Service Time |        |              | Hourly Rates |        |              | Cost of Service | Current Fee                                              | Current Cost Recovery | Proposed Fee                                             | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis | Note |
|-----------------|---------------------------------------------------|--------------|--------|--------------|--------------|--------|--------------|-----------------|----------------------------------------------------------|-----------------------|----------------------------------------------------------|------------------------|----------------------|---------------------|--------------|------|
|                 |                                                   | Records      | Patrol | Invest. Svcs | Records      | Patrol | Invest. Svcs |                 |                                                          |                       |                                                          |                        |                      |                     |              |      |
| 10              | Administrative Tow Fees                           |              |        |              |              |        |              |                 |                                                          |                       |                                                          |                        |                      |                     |              |      |
|                 | a) Impound                                        | 0.25         | 1.25   |              | \$126        | \$267  | \$235        | \$365           | \$346                                                    | 95%                   | \$365                                                    | 100%                   | \$19                 | 6%                  |              |      |
|                 | b) Stored                                         | 0.25         | 0.50   |              | \$126        | \$267  | \$235        | \$165           | \$50                                                     | 30%                   | \$165                                                    | 100%                   | \$115                | 230%                |              |      |
| 11              | Repossession Fee                                  |              |        |              |              |        |              |                 | \$15                                                     |                       | \$15                                                     |                        | \$0                  | 0%                  |              |      |
| 12              | Incident (Log Event) Reports                      | 0.17         |        |              | \$126        | \$267  | \$235        | \$21            | \$5                                                      | 24%                   | \$5                                                      | 24%                    | \$0                  | 0%                  |              |      |
| 13              | Photos on CD / Digital Media                      | 0.25         |        |              | \$126        | \$267  | \$235        | \$32            | \$15                                                     | 48%                   | \$20                                                     | 63%                    | \$5                  | 33%                 |              |      |
| 14              | Police Reports                                    |              |        |              |              |        |              |                 |                                                          |                       |                                                          |                        |                      |                     |              |      |
|                 | a) Up to (10) Pages                               | 0.25         |        |              | \$126        | \$267  | \$235        | \$32            | \$13                                                     | 41%                   | \$15                                                     | 48%                    | \$2                  | 15%                 |              |      |
|                 | b) Police Reports Over (10) Pages                 |              |        |              |              |        |              |                 | \$1                                                      |                       | \$1                                                      |                        | \$0                  | 0%                  | per page     |      |
| 15              | US Investigative Request for Law Enforcement Data | 0.50         |        |              | \$126        | \$267  | \$235        | \$63            | \$15                                                     | 24%                   | \$15                                                     | 24%                    | \$0                  | 0%                  |              |      |
| 16              | Videos / Digital Reproduction                     |              |        |              |              |        |              |                 | Actual Cost billed in 15 minute increments; \$50 minimum |                       | Actual Cost billed in 15 minute increments; \$50 minimum |                        | No Change            | No Change           |              | [d]  |
| 17              | Massage Permits                                   | 0.50         |        | 4.00         | \$126        | \$267  | \$235        | \$1,003         | \$1,000                                                  | 100%                  | \$1,000                                                  | 100%                   | \$0                  | 0%                  |              |      |

[a] Amounts vary depending on citation type.

[b] Alarm permits are issued per calendar year. Permits will expire annually on December 31st.

[c] Additional fees may apply (e.g., other agency fees, fingerprinting, background testing, firearm training, etc.).

[d] For requests requiring special programming or formatting the City will recover actual costs, including a pass-through of any vendor costs incurred.



**User and Regulatory Fees**

*Cost of Service Calculations*

*Code Enforcement / Animal Regulation Fees*

City of Milpitas

User and Regulatory Fee Study

Allocation of Annual Labor Effort - Housing and Neighborhood Services / Code Enforcement

| Position                    | Hourly | FTE  | Yearly    | Total Hours Per FTE | Less: Holiday & Leave | Productive Hours Per FTE | Total Productive Hours | Indirect | Direct | Total | Note    |
|-----------------------------|--------|------|-----------|---------------------|-----------------------|--------------------------|------------------------|----------|--------|-------|---------|
| Sr Code Enforcement Officer | \$70   | 2.00 | \$291,117 | 2,080               | 216                   | 1,864                    | 3,728                  | 30%      | 70%    | 100%  | [a],[b] |
| Code Enforcement Officer    | \$60   | 1.00 | \$124,072 | 2,080               | 216                   | 1,864                    | 1,864                  | 30%      | 70%    | 100%  | [a],[b] |
| Total                       |        | 3.00 | \$415,189 |                     |                       |                          | 5,592                  |          |        |       |         |

| Position                    | Indirect Hours | Direct Hours | Total Hours | Note    |
|-----------------------------|----------------|--------------|-------------|---------|
| Sr Code Enforcement Officer | 1,118          | 2,610        | 3,728       | [a],[b] |
| Code Enforcement Officer    | 559            | 1,305        | 1,864       | [a],[b] |
| Total                       | 1,678          | 3,914        | 5,592       |         |

| Allocation of Hours | Share | Total | Note |
|---------------------|-------|-------|------|
| Indirect            | 30%   | 1,678 | [b]  |
| Direct              | 70%   | 3,914 | [b]  |
| Total               | 100%  | 5,592 |      |

[a] Source: FY 25/26 authorized positions and salary schedule effective July 13, 2025.

[b] Direct/Indirect hours are intended to serve as reasonable estimates. Amounts will vary from year-to-year depending on activity, projects, and City Council priorities.

**Recurring Expenditures [a]**

| Fund # | Fund Desc    | Division | Div Description             | Account | Account Description            | Budget    | Adjust | Total     | Note |
|--------|--------------|----------|-----------------------------|---------|--------------------------------|-----------|--------|-----------|------|
| 100    | General Fund | 536      | Housing & Neighborhood Svcs | 4111    | Permanent                      | \$424,642 | \$0    | \$424,642 |      |
| 100    | General Fund | 536      | Housing & Neighborhood Svcs | 4131    | PERS                           | \$145,299 | \$0    | \$145,299 |      |
| 100    | General Fund | 536      | Housing & Neighborhood Svcs | 4132    | Group Insurance                | \$91,116  | \$0    | \$91,116  |      |
| 100    | General Fund | 536      | Housing & Neighborhood Svcs | 4133    | Medicare-Employer's Contributi | \$6,157   | \$0    | \$6,157   |      |
| 100    | General Fund | 536      | Housing & Neighborhood Svcs | 4135    | Worker's Compensation          | \$16,607  | \$0    | \$16,607  |      |
| 100    | General Fund | 536      | Housing & Neighborhood Svcs | 4138    | Deferred Comp-Employer Contr   | \$2,700   | \$0    | \$2,700   |      |
| 100    | General Fund | 536      | Housing & Neighborhood Svcs | 4146    | Short Term Disability          | \$252     | \$0    | \$252     |      |
| 100    | General Fund | 536      | Housing & Neighborhood Svcs | 4161    | Retiree Medical Reserve        | \$4,858   | \$0    | \$4,858   |      |
| Total  |              |          |                             |         |                                | \$691,631 | \$0    | \$691,631 |      |

| Fund # | Fund Desc    | Division | Div Description  | Account | Account Description          | Budget    | Adjust      | Total   | Note |
|--------|--------------|----------|------------------|---------|------------------------------|-----------|-------------|---------|------|
| 100    | General Fund | 541      | Code Enforcement | 4211    | Equipment Replacement Amorti | \$7,954   | (\$7,954)   | \$0     |      |
| 100    | General Fund | 541      | Code Enforcement | 4237    | Contractual Services         | \$606,616 | (\$606,616) | \$0     |      |
| 100    | General Fund | 541      | Code Enforcement | 4503    | Training and Registration    | \$4,000   | \$0         | \$4,000 |      |
| Total  |              |          |                  |         |                              | \$618,570 | (\$614,570) | \$4,000 |      |

|       |  |  |  |  |  |             |             |           |  |
|-------|--|--|--|--|--|-------------|-------------|-----------|--|
| Total |  |  |  |  |  | \$1,310,201 | (\$614,570) | \$695,631 |  |
|-------|--|--|--|--|--|-------------|-------------|-----------|--|



**Allocation of Citywide Overhead**

| Description                  | C'wide OH Rate | Mod Op Exp | Allocation of C'wide OH | Note |
|------------------------------|----------------|------------|-------------------------|------|
| Citywide Overhead Allocation | 16.6%          | \$695,631  | \$115,475               | [b]  |

**Allocation of Total Costs**

| Description                     | Total     | Note |
|---------------------------------|-----------|------|
| Direct Expenses                 | \$695,631 |      |
| Allocation of Citywide Overhead | \$115,475 |      |
| Total                           | \$811,106 |      |

**Calculation of Fully-Burdened Hourly Rate**

| Description                | Total     |
|----------------------------|-----------|
| Costs                      | \$811,106 |
| Direct Hours               | 3,914     |
| Fully-Burdened Hourly Rate | \$207     |

**Calculation of Cost Multiplier for Fully-Burdened Hourly Rate (Apply to Base Salary Cost Per Hour)**

| Description      | FTE  | Annual Hours Per FTE | Total Annual Hours | Estimated Salaries | Hourly Wage Rate Only Assuming Total Annual Hours | Fully-Burdened Hourly Rate | Indirect Cost Rate Multiplier (ICR) |
|------------------|------|----------------------|--------------------|--------------------|---------------------------------------------------|----------------------------|-------------------------------------|
| Code Enforcement | 3.00 | 2,080                | 6,240              | \$415,189          | \$67                                              | \$207                      | 3.11                                |

**Calculation of Fully-Burdened Hourly Rate by Position**

| Position                    | Total Salaries | Total FTE | Avg Salary Per FTE | Avg Salary Per Hour | ICR for Fully-Burdened Hourly Rate | Fully-Burdened Hourly Rate |
|-----------------------------|----------------|-----------|--------------------|---------------------|------------------------------------|----------------------------|
| Sr Code Enforcement Officer | \$291,117      | 2.00      | \$145,558          | \$70                | 3.11                               | \$218                      |
| Code Enforcement Officer    | \$124,072      | 1.00      | \$124,072          | \$60                | 3.11                               | \$186                      |

[a] Source: FY 25/26 Adopted Budget.

[b] Source: Citywide overhead cost allocation plan.

City of Milpitas  
 User and Regulatory Fee Study  
 Calculation of Cost Recovery - Animal Licensing and Regulation

**Recurring Expenditures [a]**

| Fund # | Fund Desc    | Division | Div Description  | Account | Account Description         | Budget    | Adjust     | Total     | Note |
|--------|--------------|----------|------------------|---------|-----------------------------|-----------|------------|-----------|------|
| 100    | General Fund | 541      | Code Enforcement | 4211    | Equipment Replacement Amort | \$7,954   | (\$7,954)  | \$0       |      |
| 100    | General Fund | 541      | Code Enforcement | 4237    | Contractual Services        | \$606,616 | (\$55,000) | \$551,616 | [b]  |
| 100    | General Fund | 541      | Code Enforcement | 4503    | Training and Registration   | \$4,000   | (\$4,000)  | \$0       |      |
| Total  |              |          |                  |         |                             | \$618,570 | (\$66,954) | \$551,616 |      |

**Revenue Summary**

| Fund # | Fund Desc    | Function | Account | Account Description | FY 22/23<br>Actual | FY 23/24<br>Actual | FY 25/26<br>Budget | Multi-Year Avg | Note |
|--------|--------------|----------|---------|---------------------|--------------------|--------------------|--------------------|----------------|------|
| 100    | General Fund | Planning | 3308    | Animal Violations   | \$2,966            | \$4,539            | \$4,000            | \$3,835        | [c]  |
| 100    | General Fund | Planning | 3261    | Animal Licenses     | \$41,710           | \$39,233           | \$40,000           | \$40,314       | [c]  |
| Total  |              |          |         |                     | \$44,676           | \$43,772           | \$44,000           | \$44,149       |      |

**Cost Recovery**

| Description          | Total     |
|----------------------|-----------|
| Average Revenue      | \$44,149  |
| Costs                | \$551,616 |
| Cost Recovery Rate   | 8%        |
| General Fund Subsidy | \$507,467 |

[a] Source: FY 25/26 Adopted Budget.  
 [b] Source: Service Contract with San Jose/Animal Services.  
 [c] Source: Multi-year revenue history provided by City.



**User and Regulatory Fees**

*Cost of Service Calculations*

*Recreation Fees*

**Assignment of Departmental Functions as Direct or Indirect**

| Function | Function Name             | Service Type                         | Note |
|----------|---------------------------|--------------------------------------|------|
| 161      | Recreation Administration | Indirect - Department Administration |      |
| 168      | Marketing                 | Indirect - Department Administration |      |
| 162      | Senior Services           | Direct - Services to Community       |      |
| 164      | Youth Program             | Direct - Services to Community       |      |
| 167      | Special Events            | Direct - Services to Community       |      |
| 169      | Performing Arts           | Direct - Services to Community       |      |
| 170      | General Classes           | Direct - Services to Community       |      |
| 171      | Aquatics                  | Direct - Services to Community       |      |
| 172      | Sports & Fitness          | Direct - Services to Community       |      |
| 175      | Social Services           | Direct - Services to Community       |      |

**Allocation of Departmental Administration Costs**

**Staff Estimates of Annual Support Provided to Each Direct Service Function by Position Assigned to Department Administration or Marketing Function**

**Function 161 - Department Administration**

|                                |                                   |                             | Non Fee   | 162                           | 164              | 167               | 169                | 170                | 171      | 172                 | 175                |             |         |
|--------------------------------|-----------------------------------|-----------------------------|-----------|-------------------------------|------------------|-------------------|--------------------|--------------------|----------|---------------------|--------------------|-------------|---------|
| Position                       | Full-Time<br>Equivalency<br>(FTE) | Total<br>Personnel<br>Costs | 161 & 168 | Senior<br>Citizen<br>Services | Youth<br>Program | Special<br>Events | Performing<br>Arts | General<br>Classes | Aquatics | Sports &<br>Fitness | Social<br>Services | Total       | Note    |
| Dir of Recr & Community Svcs   | 1.00                              | \$400,651                   | 15%       | 10%                           | 20%              | 20%               | 10%                | 5%                 | 5%       | 5%                  | 10%                | 100%        | [a],[b] |
| Assistant Dir Recr & Comm Svcs | 1.00                              | \$322,747                   | 47%       |                               |                  | 5%                | 20%                | 6%                 | 6%       | 6%                  | 10%                | 100%        | [a],[b] |
| Rec Services Super             | 1.00                              | \$247,165                   | 25%       | 25%                           |                  |                   |                    | 25%                |          |                     | 25%                | 100%        | [a],[b] |
| Rec Services Super             | 1.00                              | \$225,673                   | 20%       |                               | 20%              | 20%               |                    |                    | 20%      | 20%                 |                    | 100%        | [a],[b] |
| Rec Services Super             | 1.00                              | \$190,850                   | 17%       | 17%                           | 17%              | 17%               | 17%                | 17%                |          |                     |                    | 100%        | [a],[b] |
| Rec Serv Asst III              | 1.00                              | \$101,473                   |           |                               |                  |                   | 100%               |                    |          |                     |                    | 100%        | [a],[b] |
| Sr Public Services Assistant   | 1.00                              | \$166,550                   | 100%      |                               |                  |                   |                    |                    |          |                     |                    | 100%        | [a],[b] |
| Total                          | 7.00                              | \$1,655,109                 | \$517,073 | \$133,665                     | \$157,073        | \$173,210         | \$237,896          | \$132,997          | \$84,532 | \$84,532            | \$134,131          | \$1,655,109 |         |
| Share                          |                                   |                             | 31%       | 8%                            | 9%               | 10%               | 14%                | 8%                 | 5%       | 5%                  | 8%                 | 100%        |         |

**Function 168 - Marketing**

|                       |                                   |                             | Non Fee   | 162                           | 164              | 167               | 169                | 170                | 171      | 172                 | 175                |           |         |
|-----------------------|-----------------------------------|-----------------------------|-----------|-------------------------------|------------------|-------------------|--------------------|--------------------|----------|---------------------|--------------------|-----------|---------|
| Position              | Full-Time<br>Equivalency<br>(FTE) | Total<br>Personnel<br>Costs | 161 & 168 | Senior<br>Citizen<br>Services | Youth<br>Program | Special<br>Events | Performing<br>Arts | General<br>Classes | Aquatics | Sports &<br>Fitness | Social<br>Services | Total     | Note    |
| Marketing Coordinator | 1.00                              | \$185,756                   | 20%       | 10%                           | 10%              | 10%               | 10%                | 10%                | 10%      | 10%                 | 10%                | 100%      | [a],[b] |
| Total                 | 1.00                              | \$185,756                   | \$37,151  | \$18,576                      | \$18,576         | \$18,576          | \$18,576           | \$18,576           | \$18,576 | \$18,576            | \$18,576           | \$185,756 |         |
| Share                 |                                   |                             | 20%       | 10%                           | 10%              | 10%               | 10%                | 10%                | 10%      | 10%                 | 10%                | 100%      |         |

[a] Source: FY 25/26 authorized positions and salary schedule effective July 13, 2025.

[b] Allocations intended to serve as reasonable estimates. Amounts will vary from year-to-year depending on activity, projects, and City Council priorities.

City of Milpitas  
User and Regulatory Fee Study  
Cost of Service and Cost Recovery Analysis - Recreation and Community Services Department

Calculation of Total Cost of Service [a]

|                             |                                | 161              | 168       | 162                 | 164           | 167            | 169             | 170             | 171       | 172              | 175             |              |      |
|-----------------------------|--------------------------------|------------------|-----------|---------------------|---------------|----------------|-----------------|-----------------|-----------|------------------|-----------------|--------------|------|
| Account                     | Account Description            | Recreation Admin | Marketing | Senior Citizen Svcs | Youth Program | Special Events | Performing Arts | General Classes | Aquatics  | Sports & Fitness | Social Services | Total        | Note |
| 4111                        | Permanent                      | \$1,077,540      | \$107,203 | \$260,422           | \$96,926      | \$108,345      | \$54,224        | \$76,368        |           | \$202,705        | \$106,632       | \$2,090,365  |      |
| 4112                        | Temporary                      | \$448,950        | \$38,400  | \$27,300            | \$776,050     | \$50,000       | \$15,345        |                 | \$428,488 | \$149,610        |                 | \$1,934,143  |      |
| 4113                        | Overtime                       | \$5,000          |           | \$1,152             |               | \$50,000       |                 |                 |           |                  |                 | \$56,152     |      |
| 4121                        | Allowances                     | \$6,600          |           |                     |               |                |                 |                 |           |                  |                 | \$6,600      |      |
| 4131                        | PERS                           | \$371,862        | \$36,688  | \$98,315            | \$33,173      | \$37,078       | \$18,564        | \$26,142        |           | \$69,373         | \$36,492        | \$727,687    |      |
| 4132                        | Group Insurance                | \$164,928        | \$37,536  | \$91,116            | \$16,044      | \$16,044       | \$32,429        | \$16,044        |           | \$50,484         | \$5,772         | \$430,397    |      |
| 4133                        | Medicare-Employer's Contributi | \$19,268         | \$2,120   | \$5,128             | \$12,124      | \$1,715        | \$786           | \$1,107         | \$5,704   | \$6,642          | \$1,546         | \$56,140     |      |
| 4135                        | Worker's Compensation          | \$7,703          | \$907     | \$2,133             | \$7,501       | \$636          | \$271           | \$382           | \$3,784   | \$3,503          | \$533           | \$27,353     |      |
| 4138                        | Deferred Comp-Employer Contrib | \$6,300          | \$900     | \$2,700             | \$900         | \$900          | \$720           | \$900           |           | \$1,800          | \$900           | \$16,020     |      |
| 4139                        | PARS                           | \$6,889          | \$1,325   | \$1,278             | \$14,052      | \$1,725        | \$505           |                 | \$14,694  | \$5,351          |                 | \$45,819     |      |
| 4146                        | Short Term Disability          | \$588            | \$84      | \$252               | \$84          | \$84           | \$67            | \$84            |           | \$168            | \$84            | \$1,495      |      |
| 4161                        | Retiree Medical Reserve        | \$9,365          | \$1,254   | \$3,027             | \$1,134       | \$1,268        | \$634           | \$894           |           | \$2,332          | \$1,248         | \$21,156     |      |
| 4201                        | Community Promotions           |                  | \$20,500  |                     |               |                |                 |                 |           |                  |                 | \$20,500     |      |
| 4205                        | Miscellaneous Grants           |                  |           |                     |               |                |                 |                 |           |                  | \$30,000        | \$30,000     |      |
| 4211                        | Equipment Replacement Amortiza | \$10,136         |           | \$30,478            |               | \$43,123       |                 |                 |           | \$5,634          |                 | \$89,371     |      |
| 4221                        | Office Supplies                | \$34,000         | \$18,910  | \$12,651            | \$1,000       |                | \$2,100         | \$500           | \$1,090   | \$12,501         |                 | \$82,752     |      |
| 4223                        | Departmental Supplies          |                  | \$3,000   | \$29,524            | \$204,680     | \$77,350       | \$12,100        |                 | \$12,400  | \$12,800         | \$2,000         | \$353,854    |      |
| 4224                        | Maintenance Supplies           |                  |           |                     |               |                |                 |                 | \$1,550   |                  |                 | \$1,550      |      |
| 4225                        | Health & Safety Supplies       |                  |           |                     |               |                |                 |                 | \$3,225   | \$2,546          |                 | \$5,771      |      |
| 4226                        | Senior Nutrition Food Supplies |                  |           | \$163,882           |               |                |                 |                 |           |                  |                 | \$163,882    |      |
| 4231                        | Advertising                    |                  | \$35,000  |                     |               |                |                 |                 |           |                  |                 | \$35,000     |      |
| 4237                        | Contractual Services           | \$80,192         | \$44,000  | \$71,377            | \$87,656      | \$224,920      | \$86,900        | \$674,756       |           | \$13,275         |                 | \$1,283,076  |      |
| 4241                        | Repair & Maintenance           |                  |           |                     |               |                |                 |                 |           | \$10,000         |                 | \$10,000     |      |
| 4242                        | Rents & Leases                 |                  |           |                     |               | \$10,320       |                 |                 |           |                  |                 | \$10,320     |      |
| 4244                        | Senior Nutrition Non-Food      |                  |           | \$8,835             |               |                |                 |                 |           |                  |                 | \$8,835      |      |
| 4501                        | Memberships & Dues             | \$6,842          |           | \$500               |               | \$395          | \$830           |                 | \$50      | \$1,080          |                 | \$9,697      |      |
| 4503                        | Training and Registration      | \$12,500         |           |                     |               |                |                 |                 |           |                  |                 | \$12,500     |      |
| 4508                        | Mileage Reimbursement/Parking  | \$500            |           |                     |               |                |                 |                 |           |                  |                 | \$500        |      |
| 4602                        | Liability Insurance            | \$35,000         |           |                     |               |                |                 |                 |           |                  |                 | \$35,000     |      |
| 4873                        | Machinery & Equipment          |                  |           |                     |               | \$15,000       |                 |                 |           |                  |                 | \$15,000     |      |
| Total Budgeted Expenses     |                                | \$2,304,163      | \$347,827 | \$810,070           | \$1,251,324   | \$638,903      | \$225,475       | \$797,177       | \$470,985 | \$549,804        | \$185,207       | \$7,580,935  |      |
| Allocated Citywide Overhead |                                | \$3,396,038      | \$37,798  | \$97,116            | \$81,483      | \$51,594       | \$24,802        | \$53,580        | \$26,429  | \$91,971         | \$27,067        | \$3,887,878  | [b]  |
| Total Costs                 |                                | \$5,700,201      | \$385,625 | \$907,186           | \$1,332,807   | \$690,497      | \$250,277       | \$850,757       | \$497,414 | \$641,775        | \$212,274       | \$11,468,813 |      |

[a] Source: FY 25/26 Adopted Budget.

[b] Source: Citywide overhead cost allocation plan.

**Calculation of Indirect Cost Rate**

|                                       | 161              | 168         | 162                 | 164           | 167            | 169             | 170             | 171       | 172              | 175             |              |      |
|---------------------------------------|------------------|-------------|---------------------|---------------|----------------|-----------------|-----------------|-----------|------------------|-----------------|--------------|------|
| Account Description                   | Recreation Admin | Marketing   | Senior Citizen Svcs | Youth Program | Special Events | Performing Arts | General Classes | Aquatics  | Sports & Fitness | Social Services | Total        | Note |
| Budgeted Costs                        | \$2,304,163      | \$347,827   | \$810,070           | \$1,251,324   | \$638,903      | \$225,475       | \$797,177       | \$470,985 | \$549,804        | \$185,207       | \$7,580,935  |      |
| Allocation of Citywide Overhead       | \$3,396,038      | \$37,798    | \$97,116            | \$81,483      | \$51,594       | \$24,802        | \$53,580        | \$26,429  | \$91,971         | \$27,067        | \$3,887,878  |      |
| Total Costs                           | \$5,700,201      | \$385,625   | \$907,186           | \$1,332,807   | \$690,497      | \$250,277       | \$850,757       | \$497,414 | \$641,775        | \$212,274       | \$11,468,813 |      |
| Adjust for Alloc of 161 Dept Indirect | (\$3,919,398)    | \$0         | \$460,341           | \$540,960     | \$596,537      | \$819,314       | \$458,042       | \$291,128 | \$291,128        | \$461,948       | \$0          |      |
| Adjust for Alloc of 168 Dept Indirect | \$0              | (\$308,500) | \$38,563            | \$38,563      | \$38,563       | \$38,563        | \$38,563        | \$38,563  | \$38,563         | \$38,563        | \$0          |      |
| Direct Costs                          | \$1,780,802      | \$77,125    | \$810,070           | \$1,251,324   | \$638,903      | \$225,475       | \$797,177       | \$470,985 | \$549,804        | \$185,207       | \$6,786,873  |      |
| Indirect Costs                        |                  |             | \$596,020           | \$661,005     | \$686,694      | \$882,678       | \$550,185       | \$356,120 | \$421,662        | \$527,577       | \$4,681,940  |      |
| Total Costs                           | \$1,780,802      | \$77,125    | \$1,406,090         | \$1,912,329   | \$1,325,597    | \$1,108,153     | \$1,347,362     | \$827,105 | \$971,466        | \$712,784       | \$11,468,813 |      |

| Description                    | Total       |
|--------------------------------|-------------|
| Indirect Costs                 | \$4,681,940 |
| Direct Costs                   | \$6,786,873 |
| Indirect Rate (i.e., CAP rate) | 69%         |

**Departmental Revenues [a]**

| Fund  | Object | Description                    | FY 22/23    | FY 23/24    | Average     | Determined by<br>City / Rec Staff | Note |
|-------|--------|--------------------------------|-------------|-------------|-------------|-----------------------------------|------|
| 100   | 3556   | Federal Contri-Recreation      | \$20,935    | \$0         | \$10,467    | No                                |      |
| 100   | 3566   | State Contribution-Recreation  | \$889,316   | \$9,058     | \$449,187   | No                                |      |
| 100   | 3576   | County Contribution-Recreation | \$102,725   | \$93,161    | \$97,943    | No                                |      |
| 100   | 3651   | Rec-Rent, Lease and Concession | \$228,853   | \$252,308   | \$240,580   | Yes                               |      |
| 100   | 3652   | Recreation Fees                | \$2,293,592 | \$2,424,013 | \$2,358,802 | Yes                               |      |
| 100   | 3653   | Senior Nutrition Fees          | \$11,317    | \$10,956    | \$11,136    | Yes                               |      |
| 100   | 3654   | After the Bell                 | \$20,990    | \$39,377    | \$30,183    | Yes                               |      |
| 100   | 3655   | Sales of Merchandise Rec       | \$9         | \$868       | \$439       | Yes                               |      |
| 100   | 3656   | Recreation Transaction Fee     | \$39,836    | \$49,869    | \$44,852    | Yes                               |      |
| 100   | 3657   | Special Event Fees             | \$77,230    | \$132,218   | \$104,724   | Yes                               |      |
| 321   | 3576   | County Contribution-Recreation | \$312,138   | \$312,138   | \$312,138   | No                                |      |
| 331   | 3566   | State Contribution-Recreation  | \$224,543   | \$224,543   | \$224,543   | No                                |      |
| Total |        |                                | \$4,221,483 | \$3,548,507 | \$3,884,995 |                                   |      |

[a] Source: Multi-year revenue history provided by City.



**Department Cost Recovery**

**Department Costs Only (Excludes Citywide Overhead)**

| Description            | Average of<br>Program Fees<br>and Charges<br>Only | Average of All<br>Revenues | Note |
|------------------------|---------------------------------------------------|----------------------------|------|
| Total Revenue          | \$2,790,717                                       | \$3,884,995                |      |
| Total Department Costs | \$7,580,935                                       | \$7,580,935                |      |
| Cost Recovery          | 37%                                               | 51%                        |      |

**Full Cost of Service (Includes Citywide Overhead)**

| Description            | Average of<br>Program Fees<br>and Charges<br>Only | Average of All<br>Revenues | Note |
|------------------------|---------------------------------------------------|----------------------------|------|
| Total Revenue          | \$2,790,717                                       | \$3,884,995                |      |
| Total Department Costs | \$11,468,813                                      | \$11,468,813               |      |
| Cost Recovery          | 24%                                               | 34%                        |      |

**Parks and Recreation Recovery Benchmark**

The City of Milpitas recovers approximately 24% of the annual costs of providing Recreation and Senior Services from program fees and charges. Although cost recovery varies by program area, the overall cost recovery amount is consistent with other parks and recreation departments and agencies. The National Recreation and Park Association finds that the typical park and recreation agency recovers about a quarter of its operating expenditures from non-tax revenue.



**User and Regulatory Fees**

*Cost of Service Calculations*

*Finance / Administrative Fees*

City of Milpitas  
User and Regulatory Fee Study  
Allocation of Annual Labor Effort - Finance

| Position                     | Hourly | FTE    | Yearly      | Total Hours<br>Per FTE | Less: Holiday<br>& Leave | Productive<br>Hours Per FTE | Total<br>Productive<br>Hours | Note |
|------------------------------|--------|--------|-------------|------------------------|--------------------------|-----------------------------|------------------------------|------|
| Finance Director             | \$124  | 0.9976 | \$257,301   | 2,080                  | 216                      | 1,864                       | 1,860                        | [a]  |
| Assistant Finance Director   | \$102  | 1.00   | \$212,514   | 2,080                  | 216                      | 1,864                       | 1,864                        | [a]  |
| Finance Manager              | \$88   | 1.25   | \$227,552   | 2,080                  | 216                      | 1,864                       | 2,330                        | [a]  |
| Budget Manager               | \$83   | 1.00   | \$172,744   | 2,080                  | 216                      | 1,864                       | 1,864                        | [a]  |
| Purchasing Agent             | \$73   | 1.00   | \$151,653   | 2,080                  | 216                      | 1,864                       | 1,864                        | [a]  |
| Buyer                        | \$56   | 2.00   | \$234,874   | 2,080                  | 216                      | 1,864                       | 3,728                        | [a]  |
| Senior Accountant            | \$66   | 3.16   | \$434,659   | 2,080                  | 216                      | 1,864                       | 5,890                        | [a]  |
| Accountant                   | \$65   | 1.50   | \$202,332   | 2,080                  | 216                      | 1,864                       | 2,796                        | [a]  |
| Financial Analyst II         | \$59   | 3.00   | \$366,600   | 2,080                  | 216                      | 1,864                       | 5,592                        | [a]  |
| Payroll Specialist           | \$48   | 2.00   | \$200,429   | 2,080                  | 216                      | 1,864                       | 3,728                        | [a]  |
| Senior Accounting Technician | \$51   | 0.20   | \$21,262    | 2,080                  | 216                      | 1,864                       | 373                          | [a]  |
| Administrative Assistant     | \$50   | 0.25   | \$26,099    | 2,080                  | 216                      | 1,864                       | 466                          | [a]  |
| Accounting Technician II     | \$46   | 2.75   | \$265,808   | 2,080                  | 216                      | 1,864                       | 5,126                        | [a]  |
| Accounting Technician I      | \$42   | 1.20   | \$105,431   | 2,080                  | 216                      | 1,864                       | 2,237                        | [a]  |
| Total                        |        | 21.31  | \$2,879,257 |                        |                          |                             | 39,717                       |      |

[a] Source: FY 25/26 authorized positions and salary schedule effective July 13, 2025.

## Recurring Expenditures [a]

| Fund # | Fund Desc    | Division | Div Description        | Account | Account Description            | Budget      | Adjust      | Total       | Note |
|--------|--------------|----------|------------------------|---------|--------------------------------|-------------|-------------|-------------|------|
| 100    | General Fund | 300      | Finance Administration | 4111    | Permanent                      | \$1,708,404 | \$0         | \$1,708,404 |      |
| 100    | General Fund | 300      | Finance Administration | 4112    | Temporary                      | \$24,966    | \$0         | \$24,966    |      |
| 100    | General Fund | 300      | Finance Administration | 4121    | Allowances                     | \$6,584     | \$0         | \$6,584     |      |
| 100    | General Fund | 300      | Finance Administration | 4131    | PERS                           | \$584,844   | \$0         | \$584,844   |      |
| 100    | General Fund | 300      | Finance Administration | 4132    | Group Insurance                | \$236,008   | \$0         | \$236,008   |      |
| 100    | General Fund | 300      | Finance Administration | 4133    | Medicare-Employer's Contributi | \$25,255    | \$0         | \$25,255    |      |
| 100    | General Fund | 300      | Finance Administration | 4135    | Worker's Compensation          | \$8,667     | \$0         | \$8,667     |      |
| 100    | General Fund | 300      | Finance Administration | 4138    | Deferred Comp-Employer Contr   | \$10,123    | \$0         | \$10,123    |      |
| 100    | General Fund | 300      | Finance Administration | 4139    | PARS                           | \$374       | \$0         | \$374       |      |
| 100    | General Fund | 300      | Finance Administration | 4141    | Adjustments-Benefits           | \$0         | \$0         | \$0         |      |
| 100    | General Fund | 300      | Finance Administration | 4143    | Charged to CIPs                | (\$110,000) | \$110,000   | \$0         |      |
| 100    | General Fund | 300      | Finance Administration | 4146    | Short Term Disability          | \$945       | \$0         | \$945       |      |
| 100    | General Fund | 300      | Finance Administration | 4161    | Retiree Medical Reserve        | \$14,183    | \$0         | \$14,183    |      |
| 100    | General Fund | 300      | Finance Administration | 4221    | Office Supplies                | \$7,000     | \$0         | \$7,000     |      |
| 100    | General Fund | 300      | Finance Administration | 4231    | Advertising                    | \$500       | \$0         | \$500       |      |
| 100    | General Fund | 300      | Finance Administration | 4237    | Contractual Services           | \$367,455   | (\$367,455) | \$0         |      |
| 100    | General Fund | 300      | Finance Administration | 4501    | Memberships & Dues             | \$1,610     | \$0         | \$1,610     |      |
| 100    | General Fund | 300      | Finance Administration | 4503    | Training and Registration      | \$16,785    | \$0         | \$16,785    |      |
| Total  |              |          |                        |         |                                | \$2,903,703 | (\$257,455) | \$2,646,248 |      |

| Fund # | Fund Desc    | Division | Div Description    | Account | Account Description            | Budget      | Adjust     | Total       | Note |
|--------|--------------|----------|--------------------|---------|--------------------------------|-------------|------------|-------------|------|
| 100    | General Fund | 310      | Finance Operations | 4111    | Permanent                      | \$1,198,262 | \$0        | \$1,198,262 |      |
| 100    | General Fund | 310      | Finance Operations | 4112    | Temporary                      | \$297,294   | \$0        | \$297,294   |      |
| 100    | General Fund | 310      | Finance Operations | 4113    | Overtime                       | \$10,000    | \$0        | \$10,000    |      |
| 100    | General Fund | 310      | Finance Operations | 4121    | Allowances                     | \$0         | \$0        | \$0         |      |
| 100    | General Fund | 310      | Finance Operations | 4131    | PERS                           | \$503,030   | \$0        | \$503,030   |      |
| 100    | General Fund | 310      | Finance Operations | 4132    | Group Insurance                | \$308,106   | \$0        | \$308,106   |      |
| 100    | General Fund | 310      | Finance Operations | 4133    | Medicare-Employer's Contributi | \$21,685    | \$0        | \$21,685    |      |
| 100    | General Fund | 310      | Finance Operations | 4135    | Worker's Compensation          | \$8,005     | \$0        | \$8,005     |      |
| 100    | General Fund | 310      | Finance Operations | 4138    | Deferred Comp-Employer Contr   | \$10,314    | \$0        | \$10,314    |      |
| 100    | General Fund | 310      | Finance Operations | 4139    | PARS                           | \$395       | \$0        | \$395       |      |
| 100    | General Fund | 310      | Finance Operations | 4143    | Charged to CIPs                | (\$265,289) | \$265,289  | \$0         |      |
| 100    | General Fund | 310      | Finance Operations | 4146    | Short Term Disability          | \$795       | \$0        | \$795       |      |
| 100    | General Fund | 310      | Finance Operations | 4161    | Retiree Medical Reserve        | \$11,279    | \$0        | \$11,279    |      |
| 100    | General Fund | 310      | Finance Operations | 4221    | Office Supplies                | \$8,450     | \$0        | \$8,450     |      |
| 100    | General Fund | 310      | Finance Operations | 4231    | Advertising                    | \$3,200     | \$0        | \$3,200     |      |
| 100    | General Fund | 310      | Finance Operations | 4237    | Contractual Services           | \$41,350    | (\$41,350) | \$0         |      |
| 100    | General Fund | 310      | Finance Operations | 4239    | Audit Fees                     | \$900       | (\$900)    | \$0         |      |
| 100    | General Fund | 310      | Finance Operations | 4501    | Memberships & Dues             | \$450       | \$0        | \$450       |      |
| 100    | General Fund | 310      | Finance Operations | 4503    | Training and Registration      | \$11,986    | \$0        | \$11,986    |      |
| Total  |              |          |                    |         |                                | \$2,170,212 | \$223,039  | \$2,393,251 |      |

**Recurring Expenditures [a]**

| Fund # | Fund Desc    | Division | Div Description             | Account | Account Description            | Budget    | Adjust      | Total     | Note |
|--------|--------------|----------|-----------------------------|---------|--------------------------------|-----------|-------------|-----------|------|
| 100    | General Fund | 323      | Fiscal Services - Utilities | 4111    | Permanent                      | \$280,788 | \$0         | \$280,788 |      |
| 100    | General Fund | 323      | Fiscal Services - Utilities | 4112    | Temporary                      | \$12,294  | \$0         | \$12,294  |      |
| 100    | General Fund | 323      | Fiscal Services - Utilities | 4121    | Allowances                     | \$0       | \$0         | \$0       |      |
| 100    | General Fund | 323      | Fiscal Services - Utilities | 4131    | PERS                           | \$96,092  | \$0         | \$96,092  |      |
| 100    | General Fund | 323      | Fiscal Services - Utilities | 4132    | Group Insurance                | \$42,934  | \$0         | \$42,934  |      |
| 100    | General Fund | 323      | Fiscal Services - Utilities | 4133    | Medicare-Employer's Contributi | \$4,249   | \$0         | \$4,249   |      |
| 100    | General Fund | 323      | Fiscal Services - Utilities | 4135    | Worker's Compensation          | \$1,451   | \$0         | \$1,451   |      |
| 100    | General Fund | 323      | Fiscal Services - Utilities | 4138    | Deferred Comp-Employer Contr   | \$2,340   | \$0         | \$2,340   |      |
| 100    | General Fund | 323      | Fiscal Services - Utilities | 4139    | PARS                           | \$184     | \$0         | \$184     |      |
| 100    | General Fund | 323      | Fiscal Services - Utilities | 4146    | Short Term Disability          | \$218     | \$0         | \$218     |      |
| 100    | General Fund | 323      | Fiscal Services - Utilities | 4161    | Retiree Medical Reserve        | \$2,999   | \$0         | \$2,999   |      |
| 100    | General Fund | 323      | Fiscal Services - Utilities | 4221    | Office Supplies                | \$500     | \$0         | \$500     |      |
| 100    | General Fund | 323      | Fiscal Services - Utilities | 4223    | Departmental Supplies          | \$48,400  | (\$48,400)  | \$0       |      |
| 100    | General Fund | 323      | Fiscal Services - Utilities | 4237    | Contractual Services           | \$168,904 | (\$168,904) | \$0       |      |
| 100    | General Fund | 323      | Fiscal Services - Utilities | 4241    | Repair & Maintenance           | \$7,750   | (\$7,750)   | \$0       |      |
| 100    | General Fund | 323      | Fiscal Services - Utilities | 4501    | Memberships & Dues             | \$150     | \$0         | \$150     |      |
| 100    | General Fund | 323      | Fiscal Services - Utilities | 4503    | Training and Registration      | \$11,645  | \$0         | \$11,645  |      |
| Total  |              |          |                             |         |                                | \$680,898 | (\$225,054) | \$455,844 |      |

|       |  |  |  |  |             |             |             |  |
|-------|--|--|--|--|-------------|-------------|-------------|--|
| Total |  |  |  |  | \$5,754,813 | (\$259,470) | \$5,495,343 |  |
|-------|--|--|--|--|-------------|-------------|-------------|--|

**Allocation of Citywide Overhead**

| Description                  | C'wide OH Rate | Mod Op Exp  | Allocation of C'wide OH | Note |
|------------------------------|----------------|-------------|-------------------------|------|
| Citywide Overhead Allocation | 16.6%          | \$5,495,343 | \$912,227               | [b]  |

**Allocation of Total Costs**

| Description                     | Total       | Note |
|---------------------------------|-------------|------|
| Direct Expenses                 | \$5,495,343 |      |
| Allocation of Citywide Overhead | \$912,227   |      |
| Total                           | \$6,407,570 |      |

**Calculation of Fully-Burdened Hourly Rate**

| Description                | Total       |
|----------------------------|-------------|
| Costs                      | \$6,407,570 |
| Productive Hours           | 39,717      |
| Fully-Burdened Hourly Rate | \$161       |

**Calculation of Cost Multiplier for Fully-Burdened Hourly Rate (Apply to Base Salary Cost Per Hour)**

| Description | FTE   | Annual Hours<br>Per FTE | Total Annual<br>Hours | Estimated<br>Salaries | Hourly Wage<br>Rate Only<br>Assuming Total<br>Annual Hours | Fully-Burdened<br>Hourly Rate | Indirect Cost<br>Rate Multiplier<br>(ICR) |
|-------------|-------|-------------------------|-----------------------|-----------------------|------------------------------------------------------------|-------------------------------|-------------------------------------------|
| Finance     | 21.31 | 2,080                   | 44,320                | \$2,879,257           | \$65                                                       | \$161                         | 2.48                                      |

**Calculation of Fully-Burdened Hourly Rate by Position**

| Position                     | Total Salaries | Total FTE | Avg Salary<br>Per FTE | Avg Salary<br>Per Hour | ICR for Fully-<br>Burdened<br>Hourly Rate | Fully-Burdened<br>Hourly Rate |
|------------------------------|----------------|-----------|-----------------------|------------------------|-------------------------------------------|-------------------------------|
| Finance Director             | \$257,301      | 1.00      | \$257,920             | \$124                  | 2.48                                      | \$307                         |
| Assistant Finance Director   | \$212,514      | 1.00      | \$212,514             | \$102                  | 2.48                                      | \$253                         |
| Finance Manager              | \$227,552      | 1.25      | \$182,042             | \$88                   | 2.48                                      | \$217                         |
| Budget Manager               | \$172,744      | 1.00      | \$172,744             | \$83                   | 2.48                                      | \$206                         |
| Purchasing Agent             | \$151,653      | 1.00      | \$151,653             | \$73                   | 2.48                                      | \$181                         |
| Buyer                        | \$234,874      | 2.00      | \$117,437             | \$56                   | 2.48                                      | \$140                         |
| Senior Accountant            | \$434,659      | 3.16      | \$137,550             | \$66                   | 2.48                                      | \$164                         |
| Accountant                   | \$202,332      | 1.50      | \$134,888             | \$65                   | 2.48                                      | \$161                         |
| Financial Analyst II         | \$366,600      | 3.00      | \$122,200             | \$59                   | 2.48                                      | \$146                         |
| Payroll Specialist           | \$200,429      | 2.00      | \$100,214             | \$48                   | 2.48                                      | \$119                         |
| Senior Accounting Technician | \$21,262       | 0.20      | \$106,309             | \$51                   | 2.48                                      | \$127                         |
| Administrative Assistant     | \$26,099       | 0.25      | \$104,395             | \$50                   | 2.48                                      | \$124                         |
| Accounting Technician II     | \$265,808      | 2.75      | \$96,658              | \$46                   | 2.48                                      | \$115                         |
| Accounting Technician I      | \$105,431      | 1.20      | \$87,859              | \$42                   | 2.48                                      | \$105                         |

[a] Source: FY 25/26 Adopted Budget.

[b] Source: Citywide overhead cost allocation plan.

| Fee Description |                                        | Service Time | Fully-Burdened Hourly Rate | Cost of Service | Current Fee | Current Cost Recovery | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis                    | Note |
|-----------------|----------------------------------------|--------------|----------------------------|-----------------|-------------|-----------------------|--------------|------------------------|----------------------|---------------------|---------------------------------|------|
| 1               | Bond Payoff Calculation                | 1.25         | \$161                      | \$201           | \$187       | 93%                   | \$200        | 99%                    | \$13                 | 7%                  |                                 |      |
| 2               | Business License                       |              |                            |                 |             |                       |              |                        |                      |                     |                                 |      |
|                 | a) New Application Processing Fee      | 0.42         | \$161                      | \$67            | \$50        | 75%                   | \$65         | 97%                    | \$15                 | 30%                 | per year                        |      |
|                 | b) Processing Fee (renewal)            | 0.17         | \$161                      | \$27            | \$25        | 93%                   | \$27         | 100%                   | \$2                  | 7%                  | per year                        |      |
| 3               | Phone Check Fee (User Fee - Finance)   | 0.17         | \$161                      | \$27            | \$15        | 56%                   | \$15         | 56%                    | \$0                  | 0%                  |                                 |      |
| 4               | Property Damage Invoice Processing Fee | 0.25         | \$161                      | \$40            | \$30        | 75%                   | \$40         | 99%                    | \$10                 | 33%                 | plus replacement cost           |      |
| 5               | Credit Card Transaction Processing Fee |              |                            |                 | 2.4%        | 100%                  | 2.4%         | 100%                   | \$0                  | 0%                  | % of amount paid by credit card |      |



**User and Regulatory Fees**

*Cost of Service Calculations*

*City Clerk Fees*



City of Milpitas  
User and Regulatory Fee Study  
Allocation of Annual Labor Effort - City Clerk

| Position          | Hourly | FTE  | Yearly    | Total Hours<br>Per FTE | Less: Holiday<br>& Leave | Productive<br>Hours Per FTE | Total<br>Productive<br>Hours | Note |
|-------------------|--------|------|-----------|------------------------|--------------------------|-----------------------------|------------------------------|------|
| City Clerk        | \$94   | 1.00 | \$195,312 | 2,080                  | 216                      | 1,864                       | 1,864                        | [a]  |
| Deputy City Clerk | \$60   | 1.00 | \$124,738 | 2,080                  | 216                      | 1,864                       | 1,864                        | [a]  |
| Office Asst II    | \$40   | 1.00 | \$84,032  | 2,080                  | 216                      | 1,864                       | 1,864                        | [a]  |
| Total             |        | 3.00 | \$404,082 |                        |                          |                             | 5,592                        |      |

[a] Source: FY 25/26 authorized positions and salary schedule effective July 13, 2025.

**Recurring Expenditures [a]**

| Fund # | Fund Desc    | Division | Div Description | Account | Account Description            | Budget    | Adjust | Total     | Note |
|--------|--------------|----------|-----------------|---------|--------------------------------|-----------|--------|-----------|------|
| 100    | General Fund | 114      | City Clerk      | 4111    | Permanent                      | \$352,059 | \$0    | \$352,059 |      |
| 100    | General Fund | 114      | City Clerk      | 4121    | Allowances                     | \$6,600   | \$0    | \$6,600   |      |
| 100    | General Fund | 114      | City Clerk      | 4131    | PERS                           | \$120,476 | \$0    | \$120,476 |      |
| 100    | General Fund | 114      | City Clerk      | 4132    | Group Insurance                | \$83,064  | \$0    | \$83,064  |      |
| 100    | General Fund | 114      | City Clerk      | 4133    | Medicare-Employer's Contributi | \$5,201   | \$0    | \$5,201   |      |
| 100    | General Fund | 114      | City Clerk      | 4135    | Worker's Compensation          | \$1,760   | \$0    | \$1,760   |      |
| 100    | General Fund | 114      | City Clerk      | 4138    | Deferred Comp-Employer Contr   | \$2,700   | \$0    | \$2,700   |      |
| 100    | General Fund | 114      | City Clerk      | 4146    | Short Term Disability          | \$252     | \$0    | \$252     |      |
| 100    | General Fund | 114      | City Clerk      | 4161    | Retiree Medical Reserve        | \$3,137   | \$0    | \$3,137   |      |
| 100    | General Fund | 114      | City Clerk      | 4221    | Office Supplies                | \$5,000   | \$0    | \$5,000   |      |
| 100    | General Fund | 114      | City Clerk      | 4231    | Advertising                    | \$20,000  | \$0    | \$20,000  |      |
| 100    | General Fund | 114      | City Clerk      | 4237    | Contractual Services           | \$10,000  | \$0    | \$10,000  |      |
| 100    | General Fund | 114      | City Clerk      | 4501    | Memberships & Dues             | \$2,000   | \$0    | \$2,000   |      |
| 100    | General Fund | 114      | City Clerk      | 4503    | Training and Registration      | \$5,000   | \$0    | \$5,000   |      |
| Total  |              |          |                 |         |                                | \$617,249 | \$0    | \$617,249 |      |

**Allocation of Citywide Overhead**

| Description                  | C'wide OH Rate | Mod Op Exp | Allocation of C'wide OH | Note |
|------------------------------|----------------|------------|-------------------------|------|
| Citywide Overhead Allocation | 16.6%          | \$617,249  | \$102,463               | [b]  |

**Allocation of Total Costs**

| Description                     | Total     | Note |
|---------------------------------|-----------|------|
| Direct Expenses                 | \$617,249 |      |
| Allocation of Citywide Overhead | \$102,463 |      |
| Total                           | \$719,712 |      |

**Calculation of Fully-Burdened Hourly Rate**

| Description                | Total     |
|----------------------------|-----------|
| Costs                      | \$719,712 |
| Productive Hours           | 5,592     |
| Fully-Burdened Hourly Rate | \$129     |

City of Milpitas

User and Regulatory Fee Study

Calculation of Cost Recovery and Fully-Burdened Hourly Rate - City Clerk

**Calculation of Cost Multiplier for Fully-Burdened Hourly Rate (Apply to Base Salary Cost Per Hour)**

| Description | FTE  | Annual Hours<br>Per FTE | Total Annual<br>Hours | Estimated<br>Salaries | Hourly Wage<br>Rate Only<br>Assuming Total<br>Annual Hours | Fully-Burdened<br>Hourly Rate | Indirect Cost<br>Rate Multiplier<br>(ICR) |
|-------------|------|-------------------------|-----------------------|-----------------------|------------------------------------------------------------|-------------------------------|-------------------------------------------|
| City Clerk  | 3.00 | 2,080                   | 6,240                 | \$404,082             | \$65                                                       | \$129                         | 1.99                                      |

**Calculation of Fully-Burdened Hourly Rate by Position**

| Position          | Total Salaries | Total FTE | Avg Salary<br>Per FTE | Avg Salary<br>Per Hour | ICR for Fully-<br>Burdened<br>Hourly Rate | Fully-Burdened<br>Hourly Rate |
|-------------------|----------------|-----------|-----------------------|------------------------|-------------------------------------------|-------------------------------|
| City Clerk        | \$195,312      | 1.00      | \$195,312             | \$94                   | 1.99                                      | \$187                         |
| Deputy City Clerk | \$124,738      | 1.00      | \$124,738             | \$60                   | 1.99                                      | \$119                         |
| Office Asst II    | \$84,032       | 1.00      | \$84,032              | \$40                   | 1.99                                      | \$80                          |

[a] Source: FY 25/26 Adopted Budget.

[b] Source: Citywide overhead cost allocation plan.

City of Milpitas  
User and Regulatory Fee Study  
Cost of Service Calculation - City Clerk Fees

| Fee Description |                                                                         | Service Time | Fully-Burdened Hourly Rate | Cost of Service | Current Fee                         | Current Cost Recovery | Proposed Fee                        | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis                      | Note |
|-----------------|-------------------------------------------------------------------------|--------------|----------------------------|-----------------|-------------------------------------|-----------------------|-------------------------------------|------------------------|----------------------|---------------------|-----------------------------------|------|
| 1               | Late Fine for Political Reform Act Filings                              |              |                            |                 | \$10                                | n/a                   | \$10                                | n/a                    | No Change            | No Change           | per day; up to \$100 maximum fine | [a]  |
| 2               | Retrieval Fee for Political Reform Act Statements (5 or more years old) |              |                            |                 | \$5 per search plus \$0.10 per page | n/a                   | \$5 per search plus \$0.10 per page | n/a                    | No Change            | No Change           |                                   | [b]  |
| 3               | Bingo License Renewals (Municipal Code)                                 |              |                            |                 | \$50                                | n/a                   | \$50                                | n/a                    | No Change            | No Change           |                                   | [c]  |
| 4               | Public Records Duplication Fees                                         |              |                            |                 |                                     |                       |                                     |                        |                      |                     |                                   |      |
|                 | a) Standard B&W (up to 11" x 17")                                       |              |                            |                 | \$0.10                              | n/a                   | \$0.15                              | n/a                    | \$0.05               | 50%                 | per page                          |      |
|                 | b) Standard Color (up to 11" x 17")                                     |              |                            |                 | \$0.10                              | n/a                   | \$0.35                              | n/a                    | \$0.25               | 250%                | per page                          |      |
|                 | c) Large Format (larger than 11" x 17")                                 |              |                            |                 | \$4.00                              | n/a                   | \$4.00                              | n/a                    | No Change            | No Change           | per page                          |      |
|                 | d) Requests Requiring Special Programming or Formatting                 |              |                            |                 | Actual Cost                         |                       | Actual Cost                         |                        | No Change            | No Change           | per hour / T&M                    |      |
| 5               | Lobbyist Annual Registration Fee                                        |              |                            |                 | \$50                                | n/a                   | \$50                                | n/a                    | No Change            | No Change           | per registration                  | [d]  |
|                 | a) For each client with compensation in excess of \$500                 |              |                            |                 | \$15                                | n/a                   | \$15                                | n/a                    | No Change            | No Change           |                                   |      |
| 6               | City Council Meeting Agenda Subscription                                | 0.17         | \$129                      | \$22            | \$20 plus postage                   | 93%                   | \$20 plus postage                   | 93%                    | No Change            | No Change           | per mailed hard copy              |      |

[a] Set by California Government Code Section 91013.

[b] Set by California Government Code Section 81008.

[c] Set by California Penal Code Section 326.5.

[d] Fee set to match California Secretary of State.



**User and Regulatory Fees**

*Cost of Service Calculations*

*Information Technology Fees*

City of Milpitas  
User and Regulatory Fee Study  
Allocation of Annual Labor Effort - Information Technology

| Position                       | Hourly | FTE   | Yearly      | Total Hours<br>Per FTE | Less: Holiday<br>& Leave | Productive<br>Hours Per FTE | Total<br>Productive<br>Hours | Note |
|--------------------------------|--------|-------|-------------|------------------------|--------------------------|-----------------------------|------------------------------|------|
| I T Director                   | \$122  | 1.00  | \$253,115   | 2,080                  | 216                      | 1,864                       | 1,864                        | [a]  |
| Deputy Director of IT          | \$103  | 1.00  | \$213,928   | 2,080                  | 216                      | 1,864                       | 1,864                        | [a]  |
| I T Manager                    | \$86   | 2.00  | \$356,845   | 2,080                  | 216                      | 1,864                       | 3,728                        | [a]  |
| Business Systems Analyst/Dev   | \$76   | 1.00  | \$157,976   | 2,080                  | 216                      | 1,864                       | 1,864                        | [a]  |
| Senior Administrative Analyst  | \$73   | 1.00  | \$151,944   | 2,080                  | 216                      | 1,864                       | 1,864                        | [a]  |
| Information Technology Analyst | \$72   | 4.00  | \$600,288   | 2,080                  | 216                      | 1,864                       | 7,456                        | [a]  |
| GIS Technician                 | \$70   | 1.00  | \$146,182   | 2,080                  | 216                      | 1,864                       | 1,864                        | [a]  |
| I T Technician                 | \$56   | 2.00  | \$232,586   | 2,080                  | 216                      | 1,864                       | 3,728                        | [a]  |
| Office Specialist              | \$46   | 1.00  | \$96,658    | 2,080                  | 216                      | 1,864                       | 1,864                        | [a]  |
| Total                          |        | 14.00 | \$2,209,522 |                        |                          |                             | 26,096                       |      |

[a] Source: FY 25/26 authorized positions and salary schedule effective July 13, 2025.

**Recurring Expenditures [a]**

| Fund # | Fund Desc    | Division | Div Description        | Account | Account Description            | Budget      | Adjust        | Total       | Note |
|--------|--------------|----------|------------------------|---------|--------------------------------|-------------|---------------|-------------|------|
| 100    | General Fund | 112      | Information Technology | 4111    | Permanent                      | \$2,115,873 | \$0           | \$2,115,873 |      |
| 100    | General Fund | 112      | Information Technology | 4112    | Temporary                      | \$17,500    | \$0           | \$17,500    |      |
| 100    | General Fund | 112      | Information Technology | 4121    | Allowances                     | \$6,600     | \$0           | \$6,600     |      |
| 100    | General Fund | 112      | Information Technology | 4131    | PERS                           | \$723,964   | \$0           | \$723,964   |      |
| 100    | General Fund | 112      | Information Technology | 4132    | Group Insurance                | \$374,508   | \$0           | \$374,508   |      |
| 100    | General Fund | 112      | Information Technology | 4133    | Medicare-Employer's Contributi | \$31,030    | \$0           | \$31,030    |      |
| 100    | General Fund | 112      | Information Technology | 4135    | Worker's Compensation          | \$10,667    | \$0           | \$10,667    |      |
| 100    | General Fund | 112      | Information Technology | 4138    | Deferred Comp-Employer Contr   | \$11,700    | \$0           | \$11,700    |      |
| 100    | General Fund | 112      | Information Technology | 4139    | PARS                           | \$263       | \$0           | \$263       |      |
| 100    | General Fund | 112      | Information Technology | 4146    | Short Term Disability          | \$1,176     | \$0           | \$1,176     |      |
| 100    | General Fund | 112      | Information Technology | 4161    | Retiree Medical Reserve        | \$19,136    | \$0           | \$19,136    |      |
| 100    | General Fund | 112      | Information Technology | 4211    | Equipment Replacement Amorti   | \$2,212     | (\$2,212)     | \$0         |      |
| 100    | General Fund | 112      | Information Technology | 4223    | Departmental Supplies          | \$11,000    | (\$11,000)    | \$0         |      |
| 100    | General Fund | 112      | Information Technology | 4237    | Contractual Services           | \$15,000    | (\$15,000)    | \$0         |      |
| 100    | General Fund | 112      | Information Technology | 4241    | Repair & Maintenance           | \$1,679,530 | (\$1,679,530) | \$0         |      |
| 100    | General Fund | 112      | Information Technology | 4411    | Phone-Local                    | \$95,000    | (\$95,000)    | \$0         |      |
| 100    | General Fund | 112      | Information Technology | 4412    | Computer Data Lines            | \$80,000    | (\$80,000)    | \$0         |      |
| 100    | General Fund | 112      | Information Technology | 4416    | Cellular Phones                | \$150,000   | (\$150,000)   | \$0         |      |
| 100    | General Fund | 112      | Information Technology | 4501    | Memberships & Dues             | \$2,000     | \$0           | \$2,000     |      |
| 100    | General Fund | 112      | Information Technology | 4503    | Training and Registration      | \$71,000    | \$0           | \$71,000    |      |
| 100    | General Fund | 112      | Information Technology | 4508    | Mileage Reimbursement/Parkin   | \$500       | \$0           | \$500       |      |
| Total  |              |          |                        |         |                                | \$5,418,659 | (\$2,032,742) | \$3,385,917 |      |

**Allocation of Citywide Overhead**

| Description                  | C'wide OH<br>Rate | Mod Op Exp  | Allocation of<br>C'wide OH | Note |
|------------------------------|-------------------|-------------|----------------------------|------|
| Citywide Overhead Allocation | 16.6%             | \$3,385,917 | \$562,062                  | [b]  |

**Allocation of Total Costs**

| Description                     | Total       | Note |
|---------------------------------|-------------|------|
| Direct Expenses                 | \$3,385,917 |      |
| Allocation of Citywide Overhead | \$562,062   |      |
| Total                           | \$3,947,979 |      |

**Calculation of Fully-Burdened Hourly Rate**

| Description                | Total       |
|----------------------------|-------------|
| Costs                      | \$3,947,979 |
| Productive Hours           | 26,096      |
| Fully-Burdened Hourly Rate | \$151       |

**Calculation of Cost Multiplier for Fully-Burdened Hourly Rate (Apply to Base Salary Cost Per Hour)**

| Description            | FTE   | Annual Hours<br>Per FTE | Total Annual<br>Hours | Estimated<br>Salaries | Hourly Wage<br>Rate Only<br>Assuming Total<br>Annual Hours | Fully-Burdened<br>Hourly Rate | Indirect Cost<br>Rate Multiplier<br>(ICR) |
|------------------------|-------|-------------------------|-----------------------|-----------------------|------------------------------------------------------------|-------------------------------|-------------------------------------------|
| Information Technology | 14.00 | 2,080                   | 29,120                | \$2,209,522           | \$76                                                       | \$151                         | 1.99                                      |

**Calculation of Fully-Burdened Hourly Rate by Position**

| Position                       | Total Salaries | Total FTE | Avg Salary<br>Per FTE | Avg Salary<br>Per Hour | ICR for Fully-<br>Burdened<br>Hourly Rate | Fully-Burdened<br>Hourly Rate |
|--------------------------------|----------------|-----------|-----------------------|------------------------|-------------------------------------------|-------------------------------|
| I T Director                   | \$253,115      | 1.00      | \$253,115             | \$122                  | 1.99                                      | \$242                         |
| Deputy Director of IT          | \$213,928      | 1.00      | \$213,928             | \$103                  | 1.99                                      | \$205                         |
| I T Manager                    | \$356,845      | 2.00      | \$178,422             | \$86                   | 1.99                                      | \$171                         |
| Business Systems Analyst/Dev   | \$157,976      | 1.00      | \$157,976             | \$76                   | 1.99                                      | \$151                         |
| Senior Administrative Analyst  | \$151,944      | 1.00      | \$151,944             | \$73                   | 1.99                                      | \$145                         |
| Information Technology Analyst | \$600,288      | 4.00      | \$150,072             | \$72                   | 1.99                                      | \$144                         |
| GIS Technician                 | \$146,182      | 1.00      | \$146,182             | \$70                   | 1.99                                      | \$140                         |
| I T Technician                 | \$232,586      | 2.00      | \$116,293             | \$56                   | 1.99                                      | \$111                         |
| Office Specialist              | \$96,658       | 1.00      | \$96,658              | \$46                   | 1.99                                      | \$92                          |

[a] Source: FY 25/26 Adopted Budget.

[b] Source: Citywide overhead cost allocation plan.



| Fee Description |                                                      | Service Time | Fully-Burdened Hourly Rate | Cost of Service | Materials Cost | Total  | Current Fee | Current Cost Recovery | Proposed Fee | Proposed Cost Recovery | Proposed Change (\$) | Proposed Change (%) | Charge Basis              | Note |
|-----------------|------------------------------------------------------|--------------|----------------------------|-----------------|----------------|--------|-------------|-----------------------|--------------|------------------------|----------------------|---------------------|---------------------------|------|
| 1               | Digital Media Reproduction                           | 0.25         | \$151                      | \$38            | \$8            | \$46   | \$20        | 44%                   | \$20         | 44%                    | \$0                  | 0%                  | per flash drive/DVD, etc. |      |
| 2               | Requests Requiring Special Programming or Formatting |              |                            | varies          | varies         | varies | Actual Cost | n/a                   | Actual Cost  | n/a                    | No Change            | No Change           | per hour / T&M            |      |



Milpitas City Council  
April 21, 2026

2020-2025

# COMMUNITY PLAN

TO **END HOMELESSNESS**

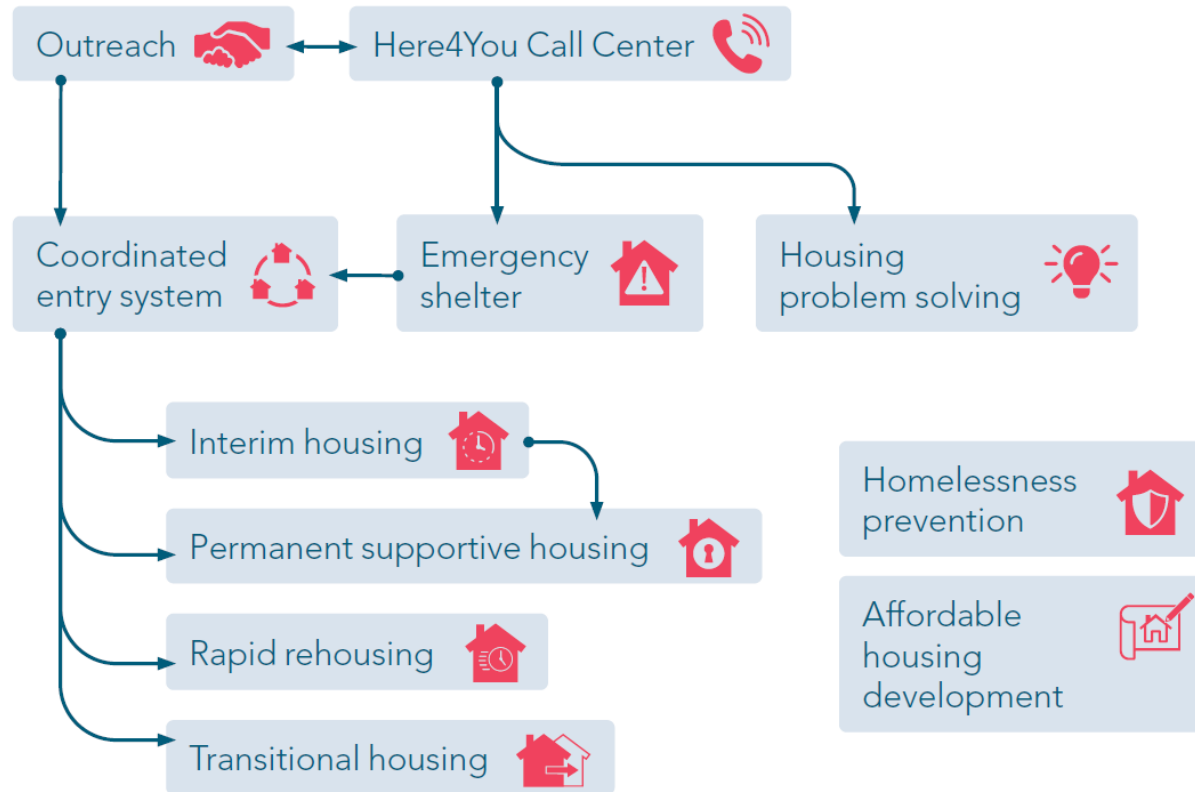
# UPDATE

# AGENDA



- Progress from the 2020-2025 Community Plan to End Homelessness
- Milpitas Households Data
- Developing the Next 5-Year Community Plan to End Homelessness
- Next Steps

# SUPPORTIVE HOUSING SYSTEM MAP IN SANTA CLARA COUNTY



# ABOUT THE CONTINUUM OF CARE

- Broad group of stakeholders dedicated to ending and preventing homelessness
- Ensure a community-wide implementation of efforts & programmatic and systemic effectiveness
- County of Santa Clara serves as the lead agency



# Collective Impact



...and many more!



## SANTA CLARA COUNTY COMMUNITY PLAN TO END HOMELESSNESS

# Progress from the 2020-2025 Community Plan to End Homelessness



# 2020-2025 COMMUNITY PLAN PROGRESS

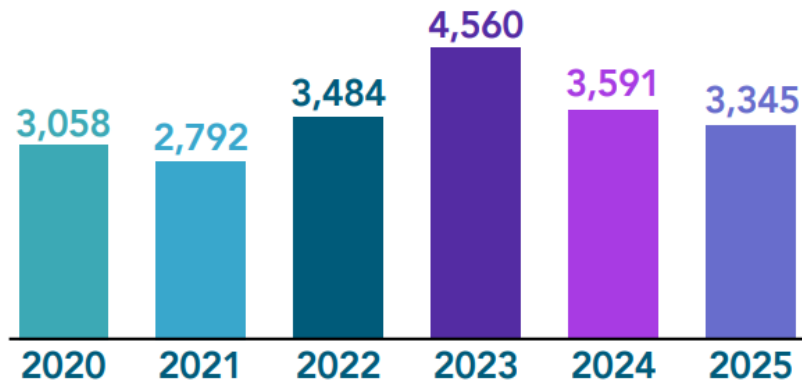
**2025 GOAL:**  
20,000 People  
Housed

**GOAL ACHIEVED!**



**20,830**  
People Housed

PEOPLE HOUSED BY YEAR





# 2020-2025 COMMUNITY PLAN PROGRESS

**2025 GOAL:**  
20,000 People  
Housed

**GOAL ACHIEVED!**



## KEY SUBPOPULATIONS



**47%**  
Chronically  
Homeless\*\*



**26%**  
Families  
with Children



**13%**  
Young Adults  
(18-24)



**15%**  
Veterans



**9%**  
Seniors  
(65+)

\*Based on number of households housed

\*\*A person who has experienced homelessness for more than a year and has a disabling condition

# Temporary Housing & Shelter Capacity Increased by 82%

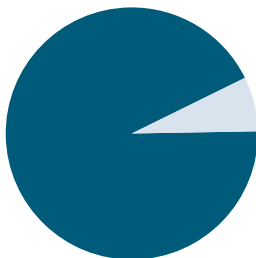
## Temporary Housing and Shelter Capacity (units)



**27,037** people placed in temporary housing or shelter between 2020 and 2025

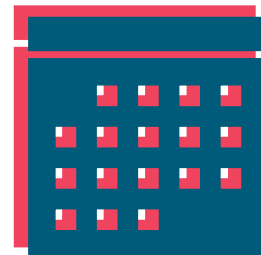
# 38,060 People Received Homelessness Prevention Assistance

**93% of families** remained stably housed while receiving services.



ONE YEAR LATER

→  
**Only 5% of households** became homeless.



## Homelessness Prevention Capacity

**2,693 households**

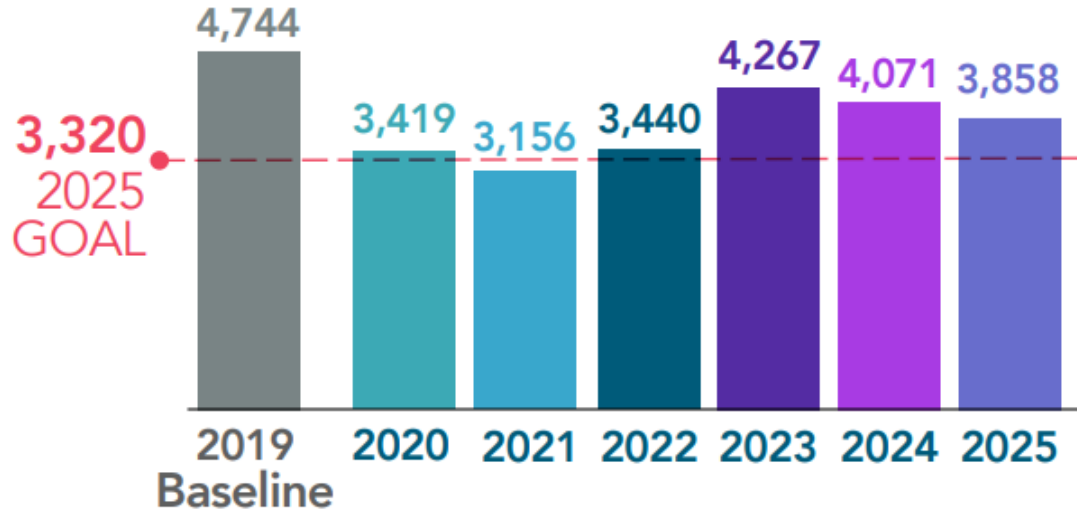
↑ **75% since Jan. 1, 2020**

**2025 GOAL:** 2,500 households

**GOAL ACHIEVED!**

# 19% Decrease in New Households Becoming Homeless since 2019

NEW HOUSEHOLDS ENTERING HOMELESSNESS BY YEAR



IN 2025

For every **1** household housed another **1.9** become homeless

IN 2019

For every **1** household housed another **2.5** become homeless

## 2020-2025 Community Plan Progress

# Milpitas Households



# 2020-2025 Community Plan Progress:

## Milpitas Households

In 2025, for every **1** household  
housed, another **1.6** became  
homeless.

**855**

**People Housed**

Across 516 households, ~4% of total

**1,504**

**People Placed in Temporary  
Housing and Shelter**

Across 975 households, ~6% of total

**991**

**People Received  
Homelessness Prevention  
Assistance**

Across 393 households, ~3% of total

# HOW ARE PEOPLE FROM MILPITAS BENEFITING FROM SERVICES?

## Milpitas-Affiliated means:

- Address in Milpitas
- Lived in Milpitas prior to becoming homeless
- Works in Milpitas
- Kids go to school in Milpitas
- Spend most of time in Milpitas

**Table 1: Milpitas-Affiliated Households Receiving Supportive Housing System Services in 2025**

| Program-Type                 | Total Households Served | Milpitas-Affiliated Households |
|------------------------------|-------------------------|--------------------------------|
| Permanent Supportive Housing | 4,556                   | 185                            |
| Rapid Rehousing              | 1,679                   | 90                             |
| Emergency Shelter            | 5,102                   | 237                            |
| Transitional Housing         | 529                     | 22                             |
| Street Outreach              | 5,194                   | 244                            |
| Safe Parking                 | 550                     | 13                             |
| Homelessness Prevention      | 3,121                   | 66                             |
| Housing Problem Solving      | 4,530                   | 194                            |
| Services Only                | 8,944                   | 368                            |

# Estimated Housing Investments For **Milpitas** Households in 2025

| Program Type                        | Estimated Annual Cost Per Household | Households Affiliated with Milpitas in 2025 | Estimated Annual Funding for Households Affiliated with Milpitas |
|-------------------------------------|-------------------------------------|---------------------------------------------|------------------------------------------------------------------|
| <b>Permanent Supportive Housing</b> | \$37,380                            | 185                                         | \$6,915,300                                                      |
| <b>Rapid Rehousing</b>              | \$29,250                            | 90                                          | \$2,632,500                                                      |
| <b>Homelessness Prevention</b>      | \$15,500                            | 66                                          | \$1,023,000                                                      |
| <b>Total</b>                        |                                     |                                             | <b>\$10,570,800</b>                                              |

\*Note: Milpitas-affiliated households also receive funding to support their housing stability through the Housing Problem Solving program.



# Additional Partnerships in Milpitas

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## Affordable Housing Development

Total: \$69.5 million

**Sango Court Apartments** - \$16 million

**Hillview Court** - ~\$30.2 million

**The Mil on Main** - \$23.3 million



## Supportive Housing Services

FY 25-26: \$2,289,971

The County funds supportive housing services for residents at **Sango Court** and **Hillview Court** in Milpitas.

## SANTA CLARA COUNTY COMMUNITY PLAN TO END HOMELESSNESS

# Developing the Next 5-Year Community Plan to End Homelessness



# 2025-2030 Community Plan Timeline



# Key Focus Areas

## 1. Prevent People From Becoming Homeless

**Focus:** Prevention

## 2. Continue to House People and Support Them in Retaining their Housing

**Focus:** Housing through programs (shelter to permanent)

## 3. Strengthen Access to Care and Services for People Experiencing Unsheltered Homelessness.

**Focus:** Unsheltered individuals

## 4. Center and Invest in People with Lived Experience to Lead and Transform the Homeless System

**Focus:** Lived experience lead throughout the system





# Next Steps

**Mar. – May  
2026**

**Community  
Input**

**Review of full  
draft plan**

**Coordinate  
feedback from  
City leaders,  
lived experience  
& constituents**

**Mar. – May  
2026**

**Finalize Plan &  
Develop Sub-  
Regional City  
Plans**

**Finalize plan  
based on  
Community  
Input**

**Develop action  
steps and  
metrics based  
on regional  
needs**

**Ensure  
alignment with  
existing City  
Plans &  
Strategies**

**June – Dec.  
2026**

**Plan Adoption  
& Endorsement  
by County and  
Cities**

**CoC Board  
Adoption (June)**

**Execute process  
to obtain BOS  
and City Council  
endorsement**

**Plan for  
implementation**



# Sub-Regional Plans

4 Sub-Regional Groups: North County,  
West Valley, South County, San José

- **Description of regional characteristics, priorities, and special populations**
- **Summary of existing efforts and investments in homelessness**
- **Framework of shared goals, strategies, and priorities that align with the Plan**
- **Compilation of links to cities' own homelessness plans (where applicable)**



# Additional Input Opportunities



**Draft Plan** posted on the Office of Supportive Housing's website [here](#).



**Four Community Convenings** in North County, West Valley, South County, and San José

## North County Convening:

- **Date:** Thursday, April 30<sup>th</sup>, 6-8 pm
- **Location:** El Palo Alto Room at Mitchell Park Community Center, 3700 Middlefield Road, Palo Alto, 94303

# Questions for Council to Consider:

1. Are the Focus Areas included in the draft Plan reflective of the needs and goals of your community?
2. What would the Council like to see included as part of their sub-regional plan?
3. How can we work with the Council to help share this information with the community?







## Santa Clara County Continuum of Care

# Santa Clara County: Community Plan to End Homelessness

## Focus Area 1

Prevent people from becoming homeless.

**Strategy A** – Expand programs and investments to prevent people from becoming homeless.

### Sub-Strategies

**A1:** Increase public and private funding for homelessness prevention programs.

**A2:** Strengthen and sustain a high-impact homelessness prevention system.

**A3:** Align policy and affordable housing investment to improve housing stability for households at-risk of homelessness.

**Strategy B** – Ensure services are effective to prevent people from becoming homeless.

### Sub-Strategies

**B1:** Prevent evictions through early identification, tenant protections, and system coordination.

**B2:** Enforce fair housing protections and increase access to legal services to combat housing discrimination.

**B3:** Leverage health care resources to prevent homelessness.

**Strategy C** – Enhance coordination across systems to prevent people from becoming homeless.

### Sub-Strategies

**C1:** Prevent homelessness at discharge or system exit through coordination with health care or behavioral health institutions, foster care, or criminal legal systems.

**C2:** Establish partnerships to increase income and employment for those at-risk of homelessness.

**C3:** Strengthen partnerships with safety net services for a community-driven approach to preventing homelessness.

## **Focus Area 2**

**Continue to house people and support them in retaining their housing.**

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**Strategy A** – Increase and maintain a range of housing options that meets the need.

### **Sub-Strategies**

**A1:** Increase public and private funding to build more permanent housing and implement system improvements.

**A2:** Increase public and private funding to expand temporary housing capacity and implement system improvements.

**A3:** Prioritize development of housing for extremely low-income individuals and families making 30% of Area Median Income or less and set joint targets.

**A4:** Build up programs and services to reach geographically underserved areas of the county.

**A5:** Strengthen and diversify permanent housing capacity and options to meet varied needs and acuity levels.

**A6:** Strengthen and diversify temporary housing capacity and options, including Emergency Interim Housing (EIH), to meet varied needs and acuity levels.

**A7:** Co-design innovative and inclusive housing and service models with people with lived experience that expand access to diverse, permanent housing solutions.

**Strategy B** – Increase consistency, diversity, and quality of housing and services for people accessing the housing system.

### **Sub-Strategies**

**B1:** Standardize high-quality service delivery and individualized care across the housing system.

**B2:** All housing programs are safe, healthy, and accessible to everyone.

**B3:** Improve tenancy support for participants in permanent housing programs.

**B4:** Invest in equitable workforce development programs for people with lived experience within the homeless system.

**B5:** Promote skill-building and career advancement opportunities for people with lived experience within the homeless system.

**B6:** Support the development and implementation of programs led by people with lived experience that provide peer support, housing navigation, and mentorship.

### **Strategy C – Improve system coordination throughout the housing system.**

#### **Sub-Strategies**

**C1:** Reduce returns to homelessness and program exits.

**C2:** Increase coordination between property management and service providers to ensure housing stability.

**C3:** Reduce housing search time and expand landlord capacity for scattered site housing programs.

## **Focus Area 3**

### **Strengthen access to care and services for people experiencing unsheltered homelessness.**

---

#### **Strategy A – Build capacity and expand access to trusted, culturally responsive, and coordinated services and resources throughout Santa Clara County.**

##### **Sub-Strategies**

**A1:** Identify sustainable funding for increased access to care and services for people experiencing unsheltered homelessness.

**A2:** Prioritize peer-led and community-driven outreach and communications models to effectively serve underserved regions and populations who are historically underserved or overrepresented in the homeless system.

**A3:** Improve system-wide access to real-time, understandable, and comprehensive resource information and availability.

#### **Strategy B – Increase consistency, variety, and quality of outreach, basic, and essential needs services.**

## Sub-Strategies

**B1:** Expand service delivery offerings for basic and essential needs and to support stability.

**B2:** Ensure that service providers are equipped with the skills, capacity, and ability to effectively serve those in unsheltered situations.

**B3:** Create a consistent, person-centered approach to address vehicular homelessness.

**B4:** Connect impacted populations to culturally responsive services.

**Strategy C** – Invest in approaches that improve outcomes and reduce harm for people living unsheltered and the community at-large.

## Sub-Strategies

**C1:** Strengthen coordination between behavioral health, homeless service providers, and public safety partners to divert non-violent homeless-related calls away from law enforcement.

**C2:** Expand re-entry and behavioral health services as alternatives to arrest or emergency room admission.

**C3:** Decrease the number of people residing in encampments and reduce criminalization of homelessness for those who are unsheltered

## Focus Area 4

Center and invest in people with lived experience to lead and transform the homeless system.

---

**Strategy A** – Expand the representation of people with lived experience in leadership roles and decision-making bodies.

## Sub-Strategies

**A1:** Build capacity of local jurisdictions and organizations to increase lived experience in leadership roles and decision-making bodies

**A2:** Create accessible and flexible leadership opportunities that consider varying interests, availability, and backgrounds

**A3:** Reduce structural barriers to participation.

**Strategy B** – Build leadership capacity and advancement pathways for people with lived experience.

### **Sub-Strategies**

**B1:** Provide opportunities such as mentorship and education for people with lived experience to establish pathways for leadership advancement.

**B2:** Support transitions from advisory roles to formal decision making and leadership positions.

**B3:** Advance equity in hiring, advancement, and retention of people with lived experience.

**Strategy C** – Equip homeless system partners to effectively partner with people with lived experience.

### **Sub-Strategies**

**C1:** Establish standards and best practices to support authentic lived experience engagement

**C2:** Formalize processes to regularly evaluate the quality and depth of lived experience engagement and use findings to drive improvement.

**C3:** Develop clear accountability measures to transparently demonstrate how lived experience input informs decisions and system change.