



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

For assistance in the following languages, you may call:

Đối với Việt Nam, gọi 408-586-3122

Para sa Tagalog, tumawag sa 408-586-3051

Para español, llame 408-586-3232

AGENDA

TUESDAY, JUNE 18, 2019
COUNCIL CHAMBERS, 455 E. CALAVERAS BLVD, MILPITAS, CA
5:30 PM (CLOSED SESSION)
7:00 PM (PUBLIC BUSINESS)

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

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

County Sanitation District 2-3, West Valley Sanitation District, Burbank Sanitary District, Cupertino Sanitary District, and City of Milpitas v. City of San Jose, City of Santa Clara Santa Clara County Superior Court Case No. 18CV325480

(b) CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency designated representatives: Human Resources Director Liz Brown, City Attorney Chris Diaz
Employee: Interim City Manager

(c) PUBLIC EMPLOYEE RELEASE

Pursuant to Government Code Section 549547

Title: City Manager

(d) CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency designated representatives: Steve McHarris, Interim City Manager

Employee: City Attorney

(e) CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

City Negotiator: Human Resources Director Liz Brown

Employee Groups: Professional & Technical Group, Mid-Management & Confidential Group, Milpitas Employees Association; Milpitas Police Officers Association; and unrepresented employees

Under Negotiation: Wages, Hours, Benefits and Working Conditions

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

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

- Present Certificates to "All Hearts One Bullet" High School Event Organizers
- Proclaim Philippines Independence Day for June 12, 2019

PUBLIC FORUM

Those in the audience are invited to address City Council on any subject not on tonight's agenda. Speakers must come to the podium, state their name and city of residence for the Clerk's record, and limit spoken remarks to three (3) minutes. As an item not listed on the agenda, no response is required from City staff or the Council and no action can be taken. Council may instruct the City Manager to place the item on a future meeting agenda.

ANNOUNCEMENTS

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

APPROVAL OF AGENDA

CONSENT CALENDAR

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

C1. Receive City Council Calendars of Meetings for June and July 2019 (Staff Contact: Mary Lavelle, 408-586-3001)

C2. Cancel the Milpitas City Council Regular Meeting on Tuesday, August 6, 2019 due to National Night Out events and Call for a Special City Council meeting on Tuesday, August 13, 2019 (Staff Contact: Mary Lavelle, 408-586-3001)

Recommendation:

- 1) Move to cancel the Milpitas City Council Regular Meeting on Tuesday, August 6, 2019 due to National Night Out events.
- 2) Call for a Special City Council meeting on Tuesday, August 13, 2019 at 7:00 PM.

C3. Approve City Council regular meeting minutes of June 4, 2019 (Staff Contact: Mary Lavelle, 408-586-3001)

Recommendation: Approve meeting minutes of the June 4 regular City Council meeting.

C4. Adopt Two Resolutions Approving Memorandums of Understanding between the City of Milpitas and United Public Employees of California Mid-Management and Confidential Unit (MidCon) and the Milpitas Professional and Technical Group (ProTech); and Adopt a Resolution updating the Unrepresented Miscellaneous, Police and Fire Management Salary and Benefit Matrix (Staff Contact: Liz Brown, 408-586-3086)

Recommendation: Adopt three City Council Resolutions:

1. Adopt a Resolution approving a new Memorandum of Understanding between the City of Milpitas and United Public Employees of California Mid-Management and Confidential Unit (MidCon) covering the period of July 1, 2019 through June 30, 2023.
2. Adopt a Resolution approving a new Memorandum of Understanding between the City of Milpitas Professional and Technical Group (ProTech) covering the period of July 1, 2019 through June 30, 2023.
3. Adopt a Resolution updating the Unrepresented Miscellaneous, Police and Fire Management Salary and Benefit Matrix covering the period of July 1, 2019 through June 30, 2023.

C5. Adopt a Resolution Certifying Election Results and Adding Tract No. 10470 to Community Facilities District 2005-1 (Annexation No. 20); Approve Final Tract Map No. 10470; and Approve and Authorize the Interim City Manager to Execute the Subdivision Improvement Agreement for a Mixed Use Development at 808 South Main Street (Staff Contact: Steve Erickson, 408-586-3301)

Recommendations:

1. Adopt a Resolution certifying election results and adding Tract No. 10470 to Community Facilities District 2005-1 (Annexation No. 20); and
2. Approve Final Tract Map No. 10470, accept all offers of dedications as stated and depicted on the final map upon completion and acceptance of improvements; and
3. Approve and authorize the Interim City Manager to execute the Subdivision Improvement Agreement between the City of Milpitas and Eighty-Eight Homes LLC.

C6. Adopt a Resolution to Approve Project Plans and Specifications, and Award a Construction Contract for the Base Bid plus Add Alternates 1 and 4 for the Milpitas Skate Park and Concession/Storage/Restroom Buildings, Projects No. 5111, No. 3424 and No. 6133; and Approve a Budget Appropriation (Staff Contact: Steve Erickson, 408-586-3301)

Recommendations:

- 1) Adopt a Resolution to approve Project Plans and Specifications and award a construction contract for the Base Bid plus Add Alternates 1 and 4 and authorize the Interim City Manager to execute the contract with the Lowest Responsible Bidder Submitting a Responsive Bid, Suarez and Munoz Construction, Inc., in the amount of \$4,579,156 for the Milpitas Skate Park and Concession/Storage/Restroom Buildings, Projects No. 5111, No. 3424 and No. 6133, and authorize the Engineering Director/City Engineer to negotiate and execute contract change orders in an aggregate amount not to exceed \$690,000;
- 2) Approve a Budget Appropriation in the amount of \$800,000 from the General Fund Unassigned Reserves.

C7. Adopt a Resolution Authorizing the City Manager to Execute a Lease with Xerox Corporation for Copier/Multifunction Digital Devices and Full Service Maintenance through a Cooperative Procurement Contract by Region 4 Educational Services Center for a maximum contract amount of \$292,867 for 60 months (Staff Contact: Chris Schroeder, 408-586-3161)

Recommendation: Adopt a Resolution authorizing the City Manager to execute a lease with Xerox Corporation for copier/multifunction digital devices and full service maintenance through a Cooperative Procurement Contract by Region 4 Educational Services Center for a 60-month (5 year) maximum contract amount of \$292,867.

C8. Approve a Professional Services Agreement with Strategic Economics to develop an Economic Development Strategy (Staff Contact: Alex Andrade, 408-586-3046)

Recommendation: Approve and authorize the Interim City Manager to execute a Professional Services Agreement with consultant Strategic Economics for development of an Economic Development Strategy in the amount of \$129,985.

C9. Partial Assignment and Assumption Agreement of First Amendment to the McCarthy Ranch Development Agreement to Embarcadero Capital Partners and Bridge Development Partners (Staff Contacts: Alex Andrade, 408-586-3046 and Noa Kornbluh, 408-586-3047)

Recommendation: Approve form Partial Assignment and Assumption Agreements to Embarcadero Capital Partners and Bridge Development Partners and authorize Interim City Manager or designee to execute the assignments subject to minor conforming and clarifying changes approved by City Attorney.

C10. Direct the Interim City Manager to Proceed with a City Digital Billboard Guidance Study through a Professional Services Agreement (Staff Contact: Alex Andrade, 408-586-3046)

Recommendation: Direct the Interim City Manager (or his designee) to proceed with a City Digital Billboard Guidance Study through a Professional Services Agreement.

C11. Approve an Agreement with Peninsula Pump & Equipment Inc. for Wet Well Rehabilitation and Annual Maintenance for a total Amount Not-to-Exceed \$457,800.00 for a Five-Year Period, Subject to the Annual Appropriation of Funds (Staff Contact: Chris Schroeder, 408-586-3161 and Tony Ndah, 408-586-2602)

Recommendation: Approve a 5-year Agreement with Peninsula Pump & Equipment Inc. from the date of execution through June 30, 2024, for a total maximum compensation of \$457,800, to provide Wet Well Rehabilitation and Annual Maintenance Services, subject to annual appropriation of funds.

C12. Award the Contract to and Authorize the City Manager to Execute an Equipment Purchase Agreement with Stageline Mobile Stage, Inc. for an SL100 Mobile Stage (Staff Contact: Renee Lorentzen, 408-586-3409)

Recommendation: Award the bid to and authorize the City Manager to execute an Equipment Purchase Agreement with Stageline Mobile Stage, Inc. in the amount of \$190,543 for the purchase of a Stageline SL100 Mobile Stage.

C13. Approve and Authorize the Interim City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement for Waterstone Community Association for Waterstone Residential Project at 1494-1600 California Circle (Staff Contact: Kan Xu, 408-586-3253)

Recommendation: Approve and authorize the Interim City Manager to execute a Stormwater Management Facilities Operation and Maintenance Agreement for Waterstone Community Association for Waterstone Residential Project at 1494-1600 California Circle.

C14. Approve Amendment No. 1 to the Agreement with Best, Best & Krieger, LLP, and Budget Amendment (Staff Contact: Jane Corpus, 408-586-3125)

Recommendations:

1. Approve Amendment No. 1 to the agreement with Best, Best & Krieger, LLP increasing the Agreement's not to exceed amount to \$2,862,250 and extending the term to June 30, 2021.
2. Approve a budget amendment to appropriate an additional \$337,000 to the City Attorney's operating budget in Fiscal Year 2018-19.

PUBLIC HEARINGS

- 15. Conduct a Public Hearing and Introduce Ordinance No. 38.834 Amending Milpitas Municipal Code Title XI, Chapter 10, Sections 2, 13, 15, 24, 53, 55, 57, and 64 to Streamline the Development Review Process by Establishing an Administrative Hearing Process and Discontinuing the Planning Commission Subcommittee (Staff Contact: Rozalynne Thompson, 408-586-3278)**

Recommendations:

1. Conduct a public hearing and move to close the hearing following comments.
2. Consider the Exemption in accordance with the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) and CEQA Guidelines Section 15378(b)(5) (Not a Project).
3. Following the City Attorney reading aloud the title of Ordinance No. 38.834, move to waive the first reading beyond the title and introduce Ordinance No. 38.834 Amending Milpitas Municipal Code Title XI, Chapter 10, Section 2 (“Definitions”), Section 13 (“Special Uses”), Section 15 (“Special Events and Activities”), Section 24 (“Signs”), Section 53 (“Off-Street Parking Regulations”), Section 55 (“Exceptions”), Section 57 (“Applications”), and Section 64 (“Development Review Process”).

COMMUNITY DEVELOPMENT

- 16. Adopt a Resolution Approving an Amendment to the Bylaws Governing the Milpitas Planning Commission (Staff Contact: Rozalynne Thompson, 408-586-3278)**

Recommendation: Adopt a Resolution approving an amendment to the bylaws governing the Milpitas Planning Commission.

PUBLIC SAFETY

- 17. Consider Introduction of Ordinance No. 172.6 to amend Milpitas Municipal Code, Title III, Chapter 6 Relating to Massage Establishments and Practitioners (Staff Contact: Christopher Diaz, 408-586-3041)**

Recommendations:

1. Following a reading aloud of the title of Ordinance No. 172.6 by the City Attorney, move to waive the first reading beyond the title.
2. Introduce Ordinance No. 172.6 to amend Milpitas Municipal Code, Title III, Chapter 6 relating to massage establishments and practitioners.

LEADERSHIP AND SUPPORT SERVICES

- 18. Receive an Update on the City Council Rules Subcommittee and Provide Direction on Rules Subcommittee Scope (Staff Contact: Ashwini Katak, 408-586-3053)**

Recommendation: Receive an update on the City Council Rules Subcommittee and provide direction on Rules Subcommittee scope.

- 19. Adopt a Resolution Affirming Appointment of Steven McHarris as City Manager on an interim basis and Approving Specified Salary and Benefits for the Position, and Approve a Budget Amendment (Staff Contact: Liz Brown, 408-586-3086)**

Recommendation: Adopt a Resolution affirming the appointment of Steven McHarris as City Manager on an interim basis and approving specified salary and benefits for the position; and approve a FY 2019-20 Budget Amendment to appropriate \$203,000 from the General Fund Unassigned Reserves.

REPORT OF MAYOR & COUNCILMEMBERS

- 20.** Consider the Appointment to the Planning Commission of One Planning Commissioner (Staff Contact: Christopher Diaz, 408-586-3041)

Recommendation: Consider appointment of one new Planning Commissioner to a term on the City of Milpitas Planning Commission that will expire in December 2020.

NEXT AGENDA PREVIEW

- 21.** Receive Preview List for the Next Regular City Council Meeting Scheduled for August 6, 2019 (Staff Contact: Mary Lavelle, 408-586-3001)

ADJOURNMENT

NEXT CITY COUNCIL MEETING **TUESDAY, AUGUST 6 (or 13), 2019**

KNOW YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE

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

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

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

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

APPLY TO SERVE ON A CITY COMMISSION

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

If you need assistance, per the Americans with Disabilities Act, for any City of Milpitas public meeting, please call the City Clerk at 408-586-3001 or send an e-mail to mlavelle@ci.milpitas.ca.gov prior to the meeting. You may request a larger font agenda or arrange for mobility assistance. For hearing assistance, headsets are available in the City Council Chambers for all meetings.

Item Attachment Documents:

- C1. Receive City Council Calendars of Meetings for June and July 2019 (Staff Contact: Mary Lavelle, 408-586-3001)**

May 2019						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Milpitas City Council Calendar

June 2019

July 2019						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 4:00 PM- LGBTQ Pride @ Cesar Chavez plaza
2	3 7:00 PM- Parks, Recreation & Cultural Resources Commission (AP)	4 3:00 PM -City Council Housing Subcommittee (BN/CM) 6:00 PM -Closed Session 7:00 PM -City Council	5 1:00 PM -Santa Clara VTA - Northeast Group (RT) 5:30 PM -Veterans Commission (RT) 7:00 PM -Community Advisory Commission (BN)	6 8:00 AM -Community Development Roundtable 10:45 AM -ABAG General Assembly - in Oakland (KD/AP) 5:30 PM -Milpitas Chamber of Commerce Board (CM) 5:30 PM -Santa Clara VTA Board of Directors (RT)	7 10:00 AM -City Council Rules Subcommittee (RT/KD)	8
9	10 9:00 AM -City Council CDBG Funding Subcommittee (KD/BN) 4:00 PM -Economic Development & Trade Commission (KD)	11 10:00 AM -City Council Housing Subcommittee (BN/CM) 6:00 PM -Special City Council	12 *4:30 PM -City Council Finance Subcommittee (RT/CM) 7:00 PM -Silicon Valley Clean Energy Board of Directors (BN) (Cupertino) 7:00 PM -Planning Commission	13 4:00 PM -Treatment Plant Advisory Committee (San Jose) (CM) 4:00 PM -Santa Clara VTA Policy Advisory Committee (KD) 7:00 PM -Youth Advisory Commission (AP) 7:00 PM -Cities Assoc of SCC (CM)	14 8:00 AM -7 th Annual SV Energy & Sustainability Summit (Redwood City) (BN/CM)	15
16	17 12:00 PM -Silicon Valley Clean Energy Finance & Admin Committee (BN) 7:00 PM -Science, Technology, & Innovation Commission (BN)	18 6:30 PM -Juneteenth Flag Raising (Cesar Chavez Plaza) 5:00 PM -Closed Session 7:00 PM -City Council	19 6:00 PM -Energy & Environmental Sustainability Commission (BN)	20 2:00 PM -VTA Safety, Security, & Transit Ops (RT)	21 9:00 AM -VTA Board of Directors (RT)	22
			League of California Cities Conference Newport Beach, CA (BN)			
23	24	25 1:30 PM -Senior Advisory Commission (BN)	26 12:00 PM -Santa Clara Valley Water Commission (CM) 5:30 PM -Santa Clara County Recycling & Waste Reduction Commission (AP) 7:00 PM -Planning Commission	27 1:30 PM -Santa Clara County Library Joint Powers Authority Board (CM)	28 June 28 - July 1 US Conference of Mayors -Hawaii (RT/KD)	29
30						

*Finance Subcommittee will meet only as needed

June 2019						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

August 2019						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Milpitas City Council Calendar

July 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4 INDEPENDENCE DAY City Hall Closed 	5	6
7	8	9	10 <i>*4:30 PM-City Council Finance Subcommittee (RT/CM)</i>	11 4:00 PM -Santa Clara VTA Policy Advisory Committee (KD)	12	13
14	15	16	17	18 6:30 PM -Bay Area Water Supply Conserv Agency-San Mateo (CM)	19	20
21	22	23	24 12:00 PM -SCVWD Water Commission (CM)	25 12:00 PM -Terrace Gardens Board of Directors (BN)	26	27
28	29	30	31 1:00 PM -Santa Clara VTA - Northeast Group (RT) 7:00 PM -Special Planning Commission			

***Finance Subcommittee will meet only as needed**

Item Attachment Documents:

C2. Cancel the Milpitas City Council Regular Meeting on Tuesday, August 6, 2019 due to National Night Out events and Call for a Special City Council meeting on Tuesday, August 13, 2019

Mary Lavelle, 408-586-3001

Recommendation:

- 3) Move to cancel the Milpitas City Council Regular Meeting on Tuesday, August 6, 2019 due to National Night Out events.
- 4) Call for a Special City Council meeting on Tuesday, August 13, 2019 at 7:00 PM.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Cancel the Milpitas City Council Regular Meeting on Tuesday, August 6, 2019 due to National Night Out events and Call for a Special City Council meeting on Tuesday, August 13, 2019
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	6/18/2019
Staff Contact:	Mary Lavelle, 408-586-3001
Recommendation:	1) Move to cancel the Milpitas City Council Regular Meeting on Tuesday, August 6, 2019 due to National Night Out events. 2) Call for a Special City Council meeting on Tuesday, August 13, 2019 at 7:00 PM.

Background:

Milpitas City Council regularly meets throughout the year on the first and third Tuesdays at 7:00 PM. On May 21, 2019, the City Council voted to move permanently the community's National Night Out events to be held on the first Tuesday every August to align with National Night Out events across the country. The first Tuesday in August this year will be August 6, and that coincides with a regularly scheduled City Council meeting night.

At the City Council Rules Subcommittee meeting on June 7, the August 6 Council meeting was discussed in context of the first Rules Subcommittee meeting of the next fiscal year. Both members of the Subcommittee expressed an interest in attending the scheduled National Night Out activities in Milpitas and requested staff to bring forward a request to reschedule the August 6 Council meeting. Staff therefore has a recommendation to City Council regarding its meeting schedule for the month of August.

Recommendation:

- 1) Move to cancel the Milpitas City Council Regular Meeting on Tuesday, August 6, 2019 due to National Night Out events.
- 2) Call for a Special City Council meeting on Tuesday, August 13, 2019 at 7:00 PM.

Attachment: none

Item Attachment Documents:

- C3. Approve City Council regular meeting minutes of June 4, 2019 (Staff Contact: Mary Lavelle, 408-586-3001)**

Draft **MEETING MINUTES**
CITY OF MILPITAS

Minutes of: **Joint Meeting of the Milpitas City Council and Milpitas Housing Authority**
Date: **Tuesday, June 4, 2019**
Time: **6:00 PM Closed Session**
7:00 PM Open Session
Location: **Council Chambers, Milpitas City Hall,
455 East Calaveras Blvd., Milpitas**

CALL TO ORDER

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

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

ABSENT: Councilmember Montano was not present at roll call. She was in the Council Chambers just prior to roll call and was present at the start of Closed Session.

CLOSED SESSION

City Council convened in Closed Session to discuss three matters listed on the agenda.

City Council convened at the dais for the Open Session regular agenda at 7:25 PM.

ANNOUNCEMENT

City Attorney Chris Diaz stated out of Closed Session that City Council voted unanimously to appoint Steve McHarris to serve as City Manager on an interim basis at the established salary and including a monthly car allowance.

Mayor Tran took a moment to thank Ms. Julie Edmonds-Mares for her great work and service as the Milpitas City Manager for the past 15 months, with great service to the community, employees and City Council.

PLEDGE

Boy Scouts Troop No. 92 presented the flags and led the pledge of allegiance.

INVOCATION

Councilmember Nuñez invited Pastor Jeff Moore to offer a prayer to start the meeting. He asked for a moment of silence to remember those shot and killed in Virginia the previous Friday.

PRESENTATION

Mayor Tran proclaimed July as *Parks & Recreation Month* in the City of Milpitas. The proclamation was accepted by a Joanna Yaeger and her son Alex, who volunteered five days a week at the Senior Center, Sports Center and Community Center.

PUBLIC FORUM

Audrey Brahmhatt spoke as a resident and volunteer for BPS charity in Milpitas, Bay Area chapter in Milpitas since 1991. She thanked City Council for its long term support, including for the walkathon attended recently by the Mayor and Vice Mayor.

Ana Narajo, addressed the City Council in Spanish, referred to the Council meeting on May 7, when rent control and just cause eviction was denied to Milpitas families. She had not seen any economic assistance from the City for tenants in the current emergency. She lived in Milpitas for 28 years, where her kids were born and raised.

Alejandra Narajo, addressed the City Council in Spanish, was a resident of Milpitas for 28 years. She asked for help to get rent control and just cause eviction passed. There was a need to help children and families. She urged the City to speak with the landlords to help tenants.

David Jenkins, resident, felt he was ignored except by two Councilmembers. There were needs to be handled by Public Works that he'd identified. His concern was about sidewalks, curbs,

potholes, and work done incorrectly from his view. Some had been addressed by Public Works Director Tony Ndah since he'd reached out to the City Council.

Rob Means, 1421 Yellowstone resident, referred to rent control and a flawed Stanford University study about rent control causing increase in rents. That study was not peer reviewed.

Tess Santos, a 39 year resident and Arts Commissioner, spoke about Dagupan City, Philippines association, asking to continue the Sister City relationship with that City in the P.I. Students were sponsored for most of the last 25 years. She urged renewal of the Memorandum of Understanding with Dagupan.

Mayor Tran said he would direct that request to staff, looking to Mr. McHarris.

Allysson McDonald, a 29 year resident, spoke of arguments made against tenant protection, referring to comments about rent control causing rent increases, and that landlords would no longer want to be landlords if rent control was implemented.

Yolie Garcia, a 47 year resident, thought the budget would include funds for emergency needs of residents. She'd like that included in the new budget to be discussed, not at the mid-year.

Mayor Tran looked toward staff, and the City Attorney said staff may refer to some programs within the budget that City Council might consider.

Sandy Perry, a San Jose resident, was concerned about the Housing Subcommittee, noting some people showed up this date to attend a meeting but apparently it did not happen. There needed to be a functional Subcommittee. He urged Council to set up an emergency fund in the new budget.

Mayor Tran and Councilmember Nuñez responded to the last few speakers, and apologized about no Subcommittee meeting on this date.

Voltaire Montemayor, resident, mentioned he's just had cataract surgery on both eyes. Milpitas would shine, with a lot still to do. Improve traffic and there are 32 or 34 parks in Milpitas.

ANNOUNCEMENTS

Interim City Manager McHarris introduced new Finance Director Walter Rossmann, who started with the City the previous day. Mr. Rossmann had worked for five cities before joining the City of Milpitas and he thanked the city for his chance to join Milpitas.

Mr. McHarris noted that the regular June 18 City Council meeting agenda would be lengthy – and a busy one. Later on, he said the Council might need to discuss the opportunity for a Special Meeting if needed to complete all business before the scheduled Council recess in July.

Councilmember Phan welcomed Mr. Rossmann and thanked Jane Corpus for stepping in as Interim Finance Director prior to the new Finance Director's arrival.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

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

Councilmember Montano had received a donation from McCarthy Ranch during the last campaign (agenda item no. 13 regarding electronic billboard). Mayor Tran asked the City Clerk to check if he had received anything similar in his last campaign for election. Later in the meeting, Mary Lavelle reported he did receive at least four contributions from McCarthys in the last campaign.

APPROVAL OF AGENDA

Motion: to approve the meeting agenda, as submitted

Motion/Second: Councilmember Nuñez/Vice Mayor Dominguez

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

CONSENT CALENDAR

Motion: to approve the consent calendar including agenda items no. 1, 2, 6, 7, 9 and 10

Councilmember Phan requested to add item no. 13 to consent and to defer No. 14 until after the recess. However, Mayor Tran wanted to discuss both, so he disagreed.

Councilmember Montano asked to remove item no. C3 (street resurfacing), C4 (enterprise fleet), C5 (Historical Grant) and C8 (write-offs) from consent.

Councilmember Nuñez asked if agenda item no. C6 (Delegation of Authority to City Manager) was something discussed previously, and Mr. McHarris replied that this meeting’s action was only intended for the recess period during July.

Councilmember Phan asked for item no. 13 to be heard first for discussion.

Motion/Second: Councilmember Nuñez/Councilmember Phan

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

Mayor Tran said items would be heard with No. 11 and No. 13 first, and then in order.

C1. Council Calendars

Accepted City Council calendar for June 2019.

C2. Meeting Minutes

Approved City Council meeting minutes of May 15, 21 and 28, 2019.

3. Adopt Resolution

This item was removed from consent. Councilmember Montano asked which streets would the following action cover. Transportation Engineer Steve Chan replied streets resurfacing would occur on Park Blvd., Jacklin and a small segment of Hillview.

Ms. Montano noticed some neighborhoods needed to be resurfaced and asked when the City would focus on select neighborhoods, e.g. Summerwind. Mr. Chan replied regarding the pavement management program in the City, as prescribed per the Metropolitan Transportation Commission.

Motion: to approve project Plans & Specifications and approve a budget appropriation - adopt Resolution No. 8877 awarding a construction contract; authorize the City Manager to execute the contract with the lowest responsible bidder submitting a responsive bid, DeSilva Gates Construction, Inc., in the amount of \$3,691,691 for the Street Resurfacing Project 2019, Projects No. 4291 and No. 4296; and authorize the Engineering Director/City Engineer to negotiate and execute contract change orders in an aggregate amount not to exceed \$554,000 for the project

Motion/Second: Councilmember Montano/Councilmember Phan

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

4. Adopt Resolution

This item was removed from consent. Councilmember Montano asked about the City’s vehicle fleet with Enterprise and wanted to know if those were going to be used rental cars. Public Works Director Tony Ndah replied these would be brand new vehicles, after studying what many cities across California were doing, via a cooperative purchase to lease vehicles. All vehicles would be energy efficient, in varying format.

Motion: to adopt Resolution No. 8878 approving a Master Equity Lease Agreement with Enterprise Fleet Management through a Cooperative Procurement contract with Sourcewell (formerly NJPA), for an annual amount of \$168,000 and a total not to exceed amount of \$840,000 for a five-year period, subject to appropriation of funds

Motion/Second: Councilmember Montano/Vice Mayor Dominguez

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

5. Adopt Resolution

This item was removed from consent. Councilmember Montano asked about the list of events that the grant would support. She asked about other groups being recognized. Recreation Director Renee Lorentzen responded those were part of a flag celebration series already planned.

Motion: to adopt Resolution No. 8879 approving City applications for a County of Santa Clara Historic Grant for projects including Lunar New Year, LGBTQ Pride, Cultural Flag Raising Series, and Carlo Park; delegating authority to the City Manager to sign and submit the grant applications to the County of Santa Clara, to sign the grant agreements and administer the project on behalf of the City of Milpitas

Motion/Second: Councilmember Montano/Councilmember Phan

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

C6. Delegation of Authority

Approved delegation of authority to the City Manager (or designee) to approve project related documents and urgent administrative items during the City Council recess scheduled from June 19 – August 5, 2019.

C7. Approve Councilmember Travel

Item was removed from the agenda and not considered.

8. Approve FY 2018-19 Write-off Amounts

This item was removed from consent. Councilmember Montano asked Assistant Finance Director Jane Corpus what property paid rent to the City and reply was a Main St. auto body shop. No rent was received, the business left the City, and therefore the amount was necessary to write off.

Councilmember Nuñez commented that could be a site where to place Accessory Dwelling Units or other rental property on such a site. The City Attorney noted that could be for a future Council discussion.

Motion: to approve accounts receivable write-off for utilities and miscellaneous amounts for the Fiscal Year ending June 30, 2019

Motion/Second: Councilmember Montano/Councilmember Phan

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

C9. Agreement – Design for Fire Station No. 2

Approved and authorized the City Manager to execute a Professional Services Agreement with Swinerton Builders in the amount of \$219,983 for construction management services for replacement of Fire Station No. 2, Project No. 3447.

C10. Agreement – AAA Backflow Prevention

Approved the five year Professional Services Agreement with Jordan C. Lee doing business as AAA Backflow Prevention Devices for Backflow Prevention Device Testing and Reporting, for the annual amount of \$24,655 and a total not to exceed \$123,275, subject to appropriation of funds.

PUBLIC HEARINGS

11. Community Development Block Grant funding

Planner Avery Stark and Housing Authority Administrator Robert Musallam gave a background report, describing the full amount of funding - \$608,734 – to be allocated by the federal Department of Housing and Urban Development in Community Development Block Grant (CDBG) funds to the City of Milpitas in the coming Fiscal Year. Funds were to be allocated in three specific categories: public services, capital expenditures and program administration. Recommendations brought to City Council at this meeting were based on the public hearing held

at the Community Advisory Commission (CAC) meeting on March 28, and revised at the CAC meeting on May 1, 2019. Staff also sought Council approval of the Draft Annual Action Plan for these funds in Milpitas.

A representative of the organization Rebuilding Together came to the podium to answer questions by Councilmember Nuñez. He asked about having funds available to more agencies than just one for rehabbing affordable apartments in Milpitas, among other urgent needs.

Councilmember Nuñez made lengthy remarks about his goal to provide the funds to those most in need immediately for housing, rent and rehabilitation, as noted by speakers at the Public Forum during recent Council meetings. He urged funding support of child care and other uses.

Mayor Tran advocated for Next Door Solutions for domestic violence services in Milpitas. He wished to advocate for SALA also. He supported Silicon Valley Living Center and the SV Health Trust, YWCA and Terrace Gardens. On Life Moves homeless services for men, he wanted to divert those proposed funds for homeless services for women.

Councilmember Phan said the last time on CDBG, direction was given to staff about Council giving input well ahead of time, before the budget cycle, so that was needed in future. Time restraints he understood about the federal requirement. He asked if the City could get around that by allocating funds into the Housing Authority for rental assistance and rehabilitation.

City Attorney Chris Diaz had not looked recently at CDBG regulations. There were strict timelines about doling out that money. He could research it and would need to come back. Mr. Phan wanted more flexibility and was trying to meet City's needs. He asked about energy efficient upgrades to housing.

Vice Mayor Dominguez knew about the strict regulations, from the other side. The City could not re-open the application period and meet all deadlines. Staff and Council shall work with the non-profit organizations (recipient groups). Many have more than one program. They needed to align with Milpitas needs. Her focus would be on helping domestic violence and housing needs. Maybe do a co-partnership with any non-profit group. She recommended a subcommittee to meet in July, find out how many units of service would be provided with each grant, if awarded.

Councilmember Montano also knew that dealing with the federal government, there were a lot of constraints. If the City did not use money by the proper date, then it was lost. Work with non-profits, she urged, and she wanted to see new applicants next time for the Council priorities, including those for housing related service. Domestic violence incidents occur in Milpitas, so services were needed. She wanted to see an audit on Terrace Gardens and did not know if they were serving those they were supposed to. More outreach and diversity was needed for CDBG.

Councilmember Nuñez replied that annual audits were done for Terrace Gardens. The City Manager could provide to City Council. Easiest: pass this through this year and wait til next year. He did not want to wait and wanted funds to go to those truly needy, getting pushed out of housing.

Mayor Tran did not see the money in CDBG to fund what Mr. Nuñez had referred to, and could discuss those needs at the budget hearing next week. He wanted to go forward as recommended by the Community Advisory Commission.

Building Director Sharon Goei referred to services previously provided at Sunnyhills Church, that were soon to be in-need when the group gets moved out from their church's location. That could be discussed at the budget hearing. Staff was seeking direction on priorities for CDBG funds and annual action plan. Applicants were present at the meeting, including Life Moves, which provided assistance to keep people in their homes.

Mr. Robert Musallam described the draft one year Action Plan for FY 2019-20 to be approved after a 30 day comment period. June 12, 2019 was the due date for the final Annual Action Plan, following input at this meeting.

Mayor Tran opened the public hearing.

Beth Williams of Next Door Solutions, which aided victims of domestic violence since 1971, thanked the City for its ongoing support. She described what her group did for those in need, including helping 63 residents in Milpitas.

Teresa Johnson, from the Health Trust, spoke about hunger in Milpitas and gave a handout for the Council. Funds were spent on extremely low income people in Milpitas, providing them with healthy food.

Wanda Hale of the Long Term Care Ombudsman program, advocated for the most vulnerable population. There was an unduplicated service in the county, with access to nursing homes and assisted living facilities. The program dealt with elder abuse investigation and service was free.

Joann Price, Vice President of Life Moves, spoke on the number of homeless in the county. Her agenda provided services and direct financial aid to those who cannot stay in homes. They had helped over 160 residents in Milpitas.

Mayor Tran did not support the program unless services were solely for women and children.

Councilmember Montano felt the City needed to support Life Moves.

Councilmember Nuñez asked what services directly helped Milpitas. More discussion on Life Moves' services, its evaluation and reporting, and staff interaction with the non-profit group's staff was explained.

Laura Holden, Child Advocates of Silicon Valley, helped foster children in Santa Clara County. Court appointed advocates ("CASA") were assigned to work one on one with foster children to get their needs met. 50% of children have had four or more adverse actions, she said.

Georgia Bacil, of Senior Adults Legal Assistance, was helping seniors with legal services, provided at the Barbara Lee Senior Center. A minimum of 30 seniors were helped. If not funded with CDBG money, SALA would cut that figure by 50%. She thanked Council for its ongoing past support.

Angelica of YWCA of Silicon Valley thanked the City Council for past support. Essential domestic violence services would be provided to Milpitas residents by her group.

Voltaire Montemayor, resident, said he was for all sides.

Tom Valore, resident and member of Terrace Gardens Board of Directors, noted that the board had a member of the City Council on it. Funds granted were spent appropriately. It was a private corporation (not part of City) and was self-funded. He noted it would not be appropriate for the City to audit that entity, and an audit had been done last year.

Allysson McDonald, Milpitas resident, asked about \$111,000 for staffing to administer these programs. She thought that sounded like too much and did not believe there was one full time employee doing this work.

Mayor Tran asked about Project Sentinel. An attorney from that organization explained that tenant-landlord counseling would occur in Milpitas with the CDBG funding, out of the Fremont office.

The Mayor asked further questions about program administration and use of that category of funds. Building & Housing Director Sharon Goei explained the funds used for city staff to administer the CDBG program, through her department (previously, in Planning).

(1) Motion: to close the public hearing, following 11 speakers

Motion/Second: Councilmember Nuñez/Vice Mayor Dominguez

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

Mayor Tran supported all of the organizations on the list, except Life Moves since the funds were not going to women and children (it was for men) in shelters.

Councilmember Nuñez also did not support Life Moves. He asked about Project Sentinel and the additional dollars allocated for this group. Ms. Goei explained there was more in the City budget (next item on the agenda), with \$40,000 more to expand services from the Housing Authority. Mr. Nuñez felt that was not allowed to be funded that way, while the City Attorney believed the Housing Authority could do so.

Councilmember Nuñez felt the City needed all these non-profits and the services they provided in Milpitas. The City needed to help renters being displaced and pushed out of homes, along with renter protection programs.

Vice Mayor Dominguez suggest starting a Council Subcommittee to meet in July and work with staff, vet through some of the applicants. She had questions for Rebuilding Together Silicon Valley, since the funding recommended was a lot. The Vice Mayor wanted to fund Next Door Solutions, SV Independent Living, the Health Trust but not that program due to numbers served, SALA, Terrace Gardens, and Project Sentinel.

Councilmember Montano felt there were much programs overlapping with housing programs, such as YWCA – gives shelter, Next Door Solutions, Child Advocates, SALA, Catholic Charities for seniors. She agreed on the Health Trust, it could be enhanced to do more than Meals on Wheels. On the Council Housing Subcommittee, they could look into this issue.

Mayor Tran reminded City Council that by June 12, the city needed to submit its Annual Action Plan to HUD. Priorities for funding needed to be set.

Councilmember Phan said his priority was housing, with everything else secondary. Whatever approach or the case, he wanted funding set aside for rental assistance. Maybe that could be through a non-profit.

Councilmember Nuñez provided further extended comments, and was not in favor of the way it was always done in Milpitas. Now, at this time this year, it was time to do it differently.

Mayor Tran asked if any organizations in the audience provided direct funding to people for rental assistance, and two raised hands.

The Mayor next asked if Life Moves would move its funds to women's' shelter including children. Otherwise, he would not support that one.

Vice Mayor Dominguez wanted to be clear on timelines. She asked about having a subcommittee to vet the applications by next Monday and to reallocate funding to match Council priorities.

Councilmember Montano asked staff about a new president of Silicon Valley non-profits and if there had been any outreach. Staff replied not yet. She asked Vice Mayor Dominguez if Council would be contacting people outside the list of recommended non-profits. Ms. Dominguez indicated the goal would be to work with the list already provided.

Mayor Tran asked Mr. Nuñez about the March 28 CAC meeting and discussion. Mr. Nuñez said that Commissioners worked as they'd always done so in the past. He suggested inviting the Chair of the Commission to the City Council, earlier in the process and allow Commissioners to hear what the priority of Council was.

Vice Mayor Dominguez wanted to make a motion to create a subcommittee of two members to meet and re-allocate CDBG funding, working with staff, place those into a different priority list, in order to submit documents to HUD by the June 12 deadline. She suggested the Mayor to appoint the members (she volunteered) and to schedule a meeting on Monday.

Mayor Tran wanted to understand how the subcommittee would prioritize needs based on the entire Council. The Vice Mayor responded that all heard comments at the dais at this meeting. Councilmember Nuñez said he would second that motion.

Mayor Tran questioned if this proposal was legal.

City Attorney Diaz responded that the full Council would be putting its trust into two City Councilmembers. The group could call out what the priorities should be to the Subcommittee. He mentioned that housing, rental assistance and domestic violence were noted by the majority of Councilmembers.

Mayor Tran asked if each Councilmember would state out loud a priority.

Councilmember Phan noted a prior non-profit Council Subcommittee. He and Mr. Nuñez were on that. He would be fine if Vice Mayor Dominguez would serve along with Mr. Nuñez on a new subcommittee with a fairly defined scope. He wanted to add to a motion to have the same scope of the former Non-profits Subcommittee.

The City Attorney said a new Subcommittee would be ad hoc. City Council would also need to re-open the public hearing and continue it to June 11 to add to a motion.

Mayor Tran nominated Vice Mayor Dominguez and Councilmember Montano nominated Councilmember Nuñez to go on the new subcommittee, since he knew a lot of people in the non-profit world and was on the Housing Subcommittee.

Motion: to form a new Council Subcommittee on Community Development Block Grant (CDBG) funding to meet very soon, consisting of Vice Mayor Dominguez and Councilmember Nuñez, with a fairly defined scope to review the allocation of CDBG funding recommendations, with an emphasis on housing, rental assistance and domestic violence needs, and to return at the next meeting with revised recommendations for grant funding in FY 2019-20

Motion/Second: Councilmember Phan/Councilmember Montano

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

Motion: to re-open the public hearing on CDBG funding and continue it to a special City Council meeting on Tuesday, June 11, 2019

Motion/Second: Vice Mayor Dominguez/Councilmember Nuñez

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

12. Consider Action on FY 2019-20 Budget and CIP

Motion: to open the public hearing and continue it to Tuesday, June 11, 2019 at 6:00 PM at a Special City Council meeting

Motion/Second: Councilmember Nuñez/Councilmember Phan

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

No action on the new FY 2019-20 City Budget and Capital Improvements Program were taken at this meeting.

COMMUNITY DEVELOPMENT

13. Electronic Billboard

Economic Development Director Alex Andrade provided a background report to Council on how the Request for Proposal and recommended agreement for a new digital billboard next to Interstate 880 was before the Council for approval.

Bruce Qualls, a representative from Clear Channel Outdoors, spoke to the Council.

Mayor Tran looked forward to a high quality visual billboard in Milpitas.

Councilmember Phan thanked staff work of the evaluation committee and having a competitive process. Welcome to Clear Channel, he stated.

Councilmember Montano asked why this was the best deal and what was the financial terms. Purchasing Agent Chris Schroeder responded to her that the specifics of the details of the deal were not allowed to be discussed or disclosed.

Councilmember Nuñez originally asked how many signs the City could end up with and where would those be located. He wanted to know about sites or the last one. He referred to three existing sign and spoke of comments he'd heard, of a complaint of two existing signs. His opinion was the lighted sign by Piercey Toyota was a really good one. Mr. Andrade responded.

Councilmember Phan had great faith in the vendor to get something that looks better than what Mr. Nuñez described.

Councilmember Montano asked about where the funding would go, revenue from the signs to the City. Maybe the money could go into affordable housing, she suggested.

Public comment: Resident Voltaire Montemayor said all good, thank you.

Campaign contributions from McCarthy were reported by Councilmember Montano and City Attorney Diaz commented some were located, on campaign reports, made to Mayor Tran also. Mr. Diaz explained that these did not prevent voting on this matter by the elected officials. These were made only as disclosures.

Motion:

1. To approve Clear Channel Outdoor as the most qualified vendor for a digital billboard project located at the northern terminus of Barber Court;
2. To authorize the City Manager to negotiate a Lease Agreement with Clear Channel Outdoor for design, construction and management services of a digital billboard on Barber Court, subject to City Council approval.

Motion/Second: Vice Mayor Dominguez/Councilmember Phan

Motion carried by a vote of: AYES: 3
NOES: 0
ABSTAIN: 2 (Montano, Tran)

LEADERSHIP

14. Update on Rules Subcommittee

Vice Mayor Dominguez provided an oral report on what the City Council Rules Subcommittee had discussed over two meetings, to date. She described next steps regarding the process for adding Council items to a City Council agenda, among other topics, and asked for Council input.

Mayor Tran commented on the success of the Rules Subcommittee that he served on with the Vice Mayor. He looked forward to implementing the ideas mentioned.

Councilmember Montano said the process overall was great. She asked if ideas from Council would go to the City Attorney to be vetted. She felt a “pilot” program should be 9 months, not 6 as proposed. She asked if the Council would still apply the “4 hours of staff time” or more, requiring a request for that to go on an agenda. The City Attorney described the proposal to have Councilmembers complete a form, get another Councilmember to sign on the request, submit it to City Manager, and then bring the request to Rules Subcommittee for review (but not approve or deny it).

Mayor Tran replied, on the request for four hours of staff time, that a topic could never be brought forward alone, since a member would have to link up with one other Councilmember. It then would go to Rules, including a review by City Attorney, and finally would go onto the Council agenda.

Councilmember Phan thought that on the request form, could there be a question asked, How many hours of staff time would it take? This was regarding the scope of the topic being asked about. Management team should provide some input, considering staff’s workload.

Mr. Phan said whatever a Councilmember requested, it would still go onto a Council agenda. So the Subcommittee would not block it.

Councilmember Nuñez noted he was present at the Subcommittee meeting, in the audience. On the current agenda, wording is that Council can ask the City Manager to put an item on an agenda, so that would need to change. He asked about the City Manager and that person’s role. A process in writing should include staff (including the City Manager) items, and that those would be vetted at the Rules Subcommittee.

Mr. Nuñez asked for an explanation of why a Milpitas Municipal Code change was recommended and how that was different than a suggestion or policy.

Councilmember Montano asked if the committee would look at how many items go on an agenda. Maybe City Council might consider to curtail it a bit, so agendas could be completed.

City Attorney Diaz responded that staff heard all of the direction for the subcommittee, based on discussion at this meeting, to review at its next meeting on Friday, June 7. No vote was taken.

NEXT AGENDA

15. Preview next agenda This item was added to the consent calendar. Received a preview list of items for June 18, 2019 City Council meeting agenda.

ADJOURNMENT

Mayor Tran adjourned the meeting at 12:09 AM on Wednesday, June 5, 2019.

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

Item Attachment Documents:

- C4. Adopt Two Resolutions Approving Memorandums of Understanding between the City of Milpitas and United Public Employees of California Mid-Management and Confidential Unit (MidCon) and the Milpitas Professional and Technical Group (ProTech); and Adopt a Resolution updating the Unrepresented Miscellaneous, Police and Fire Management Salary and Benefit Matrix (Staff Contact: Liz Brown, 408-586-3086)**

Recommendation: City Council shall adopt three Resolutions:

Adopt a Resolution approving a new Memorandum of Understanding between the City of Milpitas and United Public Employees of California Mid-Management and Confidential Unit (MidCon) covering the period of July 1, 2019 through June 30, 2023.

Adopt a Resolution approving a new Memorandum of Understanding between the City of Milpitas Professional and Technical Group (ProTech) covering the period of July 1, 2019 through June 30, 2023.

Adopt a Resolution updating the Unrepresented Miscellaneous, Police and Fire Management Salary and Benefit Matrix covering the period of July 1, 2019 through June 30, 2023.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt Two Resolutions Approving Memorandums of Understanding between the City of Milpitas and United Public Employees of California Mid-Management and Confidential Unit (MidCon) and the Milpitas Professional and Technical Group (ProTech); and Adopt a Resolution updating the Unrepresented Miscellaneous, Police and Fire Management Salary and Benefit Matrix
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	6/18/2019
Staff Contact:	Liz Brown, Human Resources Director 408-583-3086
Recommendation:	<p>Adopt Three Resolutions:</p> <ol style="list-style-type: none"> 1. Adopt a Resolution approving a new Memorandum of Understanding between the City of Milpitas and United Public Employees of California Mid-Management and Confidential Unit (MidCon) covering the period of July 1, 2019 through June 30, 2023. 2. Adopt a Resolution approving a new Memorandum of Understanding between the City of Milpitas Professional and Technical Group (ProTech) covering the period of July 1, 2019 through June 30, 2023. 3. Adopt a Resolution updating the Unrepresented Miscellaneous, Police and Fire Management Salary and Benefit Matrix covering the period of July 1, 2019 through June 30, 2023.

Background:

The current Memorandum of Understanding (MOU) between the City of Milpitas and the United Public Employees of California Mid-Management and Confidential Unit (MidCon) as well as the Memorandum of Understanding (MOU) between the City of Milpitas and the Milpitas Professional and Technical Group (ProTech), also an affiliate of LIUNA/UPEC, are set to expire on June 30, 2019. Thus, the City needs to enter into new MOUs with both groups.

Unrepresented Miscellaneous Exempt Classifications are not part of a bargaining group but the wages and benefits for classifications in this group are outlined in a Resolution adopted by Council in June 5, 2018. Since several classifications in MidCon report to classifications in the Unrepresented Miscellaneous group, the wages and benefits of the Unrepresented Miscellaneous group also need adjustments in order to avoid compaction.

On March 5, 2019, the City Council approved staff recommendations to tie the wage increases of the Unrepresented Exempt and Police Classifications to the Milpitas Police Officers Association and to tie the wage increases of Unrepresented Exempt Fire Classifications to the International Association of Firefighters. Since these wage increases do not align with the wage increases for the Unrepresented Miscellaneous group, staff is bringing forward updated recommendations for Council consideration.

Analysis:

MidCon and ProTech MOUs

City representatives and representatives from MidCon have met and conferred in good faith to negotiate a new Memorandum of Understanding. The City and MidCon began negotiations on March 27, 2019 and have met six times. A Tentative Agreement has been reached with a new successor Memorandum of Understanding (See Exhibit A) with an effective date of July 1, 2019 and will remain in effect through June 30, 2023. The

MidCon Bargaining Group voted in favor of the Tentative Memorandum of Understanding on June 5, 2019. The major point of the agreement is a four year contract with a wage adjustment of 5% effective July 7, 2019; 4% wage adjustment effective July 5, 2020, a 3% wage adjustment effective July 4, 2021 and a 3% wage adjustment effective July 3, 2022.

City representatives and representatives from ProTech also met and conferred in good faith to negotiate a new contract. The City and ProTech began negotiations on March 27, 2019 and have met five times. A Tentative Agreement has been reached with a new successor Memorandum of Understanding (See Exhibit B) with an effective date of July 1, 2019 and will remain in effect through June 30, 2023. The ProTech Bargaining Group voted in favor of the Tentative Memorandum of Understanding on June 10, 2019. The major point of the agreement is a four year contract with a wage adjustment of 5% effective July 7, 2019; 4% wage adjustment effective July 5, 2020, a 3% wage adjustment effective July 4, 2021 and a 3% wage adjustment effective July 3, 2022.

The Memorandums of Understanding are included in the City Council's agenda packet as Exhibit A to both Resolutions to approve the MOUs.. The draft MOU document was available for public review for the 10 day period required by the City of Milpitas Open Government Ordinance starting on Friday, June 7, 2019.

Unrepresented Miscellaneous

Due to the agreements made with the MidCon and ProTech bargaining units, salary compaction will occur to the Unrepresented Classifications because of the wage increases applied to the classifications that report to the Unrepresented Miscellaneous Management Classifications. On June 5, 2018 the City Council approved a 3% wage increase for the Unrepresented Management Employees effective the first full pay period of July 2018, 2019 and 2020. To address the salary compaction between the Represented MidCon and ProTech employees and the Unrepresented Miscellaneous Management Classifications and Represented Employees, it is requested that effective July 7, 2019, the Unrepresented Miscellaneous Exempt Classifications be tied to MidCon for wage adjustments in the same percentage amounts that MidCon is receiving for the same four years to avoid internal salary compaction.

The wage adjustments that would take effect over four years would be as follows: 5% effective July 7, 2019; 4% wage adjustment effective July 5, 2020, a 3% wage adjustment effective July 4, 2021 and a 3% wage adjustment effective July 3, 2022. It is a best practice in the Public Sector to tie the most relevant classifications, in this case MidCon, with the Executive and Unrepresented Employees. If the classifications are not tied, the Unrepresented Classifications will begin to experience compaction at a compounding rate. It is also requested that the Council consider amending the benefits for the Unrepresented Miscellaneous, Police and Fire Exempt classifications to remain competitive externally with other local jurisdictions.

Unrepresented Police and Fire

On March 19, 2019, the City Council approved staff's recommendation to tie the wage increases of the Unrepresented Exempt Police Classifications to the Milpitas Police Officers Association (POA) and to tie the wage increases of Unrepresented Exempt Fire Classifications to the International Association of Firefighters (IAFF). This would result in a 4.5% increase for Unrepresented Police Classifications in January 2020 and a 4% increase for Unrepresented Fire Classifications in July 2019. These increases would be less than what is being recommended as a wage increase for the Miscellaneous Unrepresented Classifications. Thus, to ensure internal equity, staff is now recommending tying the higher of the two percentage wage increases from either Unrepresented Miscellaneous Exempt Classifications or POA and IAFF to the Unrepresented Police and Fire Classification respectively including the effective dates to the Unrepresented Miscellaneous Exempt Wage Increase dates.

With the recommended wage increase to Miscellaneous Unrepresented Classifications, the Police Exempt Classifications would receive a 5% wage adjustment effective July 7, 2019; a 4.5% wage adjustment effective July 5, 2020; a 5% wage adjustment effective July 4, 2021 and a 3% adjustment effective July 3, 2022. Fire Exempt Classifications would receive a 5% wage adjustment effective July 7, 2019; a 4% wage adjustment effective July 5, 2020; a 4% wage adjustment effective July 4, 2021 and a 3% adjustment effective July 3, 2022.

Unrepresented Classifications	July 7, 2019	July 5, 2020	July 4, 2021	July 3, 2022
Miscellaneous Unrepresented	5%	4%	3%	3%
Police Unrepresented	5%	4.5%	5%	3%
Fire Unrepresented	5%	4%	4%	3%

Policy Alternative:

Alternative 1: Not adopt the Resolutions in the Recommendation

Pros: The City would not have to incur additional costs due to wage increases

Cons: The City would not have current MOUs with two bargaining groups representing 137 number of City employees and would not have internal equity with unrepresented employees serving in leadership roles

Reason not recommended: The City would not have successor Memorandum of Understandings for MidCon and ProTech by July 1, 2019 and would not have internal equity in wages for the Unrepresented Exempt Classifications.

Fiscal Impact:

There is sufficient funding in the Fiscal Year 2019-20 budget to cover the costs for the proposed wage increases for the next fiscal year.

The proposed wage increase MidCon will be approximately \$1,748,073 over four fiscal years.

The proposed wage increase for ProTech will be approximately \$2,274,848 over four fiscal years.

The 3% wage increases for 2018, 2019 and 2020 for Unrepresented Miscellaneous Exempt Classification approved by City Council on June 5, 2018 and the wage increases for Unrepresented Police and Fire Exempt Classifications approved by City Council on March 19, 2019 have been incorporated into the proposed budget and five-year forecast. The costs outlined in this section are the incremental costs based on the proposed recommendations.

The incremental wage increase from 3% to 5% for Unrepresented Miscellaneous Exempt Classifications effective July 7, 2019 will be approximately \$117,000; the incremental wage increase effective July 5, 2020 from 3% to 4% for Unrepresented Miscellaneous Exempt Classifications will be approximately \$209,000 and the increase of 3% effective July 4, 2021 and 3% effective July 3, 2022 will be \$310,000.

The incremental wage increase from 4% to 5% for the Unrepresented Police Exempt Classifications effective July 7, 2019 will be approximately \$88,000; the increase of 3% effective July 3, 2022 will be \$116,000. The incremental wage increase from 4% to 5% for the Unrepresented Fire Exempt Classifications effective July 7, 2019 will be \$17,208; the increase of 3% effective July 3, 2022 will be \$91,000.

The incremental proposed wage increase for Unrepresented Miscellaneous Exempt, Unrepresented Fire Exempt and Unrepresented Police Exempt will be approximately \$948,208 over four years.

California Environmental Quality Act:

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a government organizational or administrative activity that will not result in direct or indirect changes in the environment.

Recommendation: Adopt three City Council Resolutions:

1. Adopt a Resolution approving a new Memorandum of Understanding between the City of Milpitas and United Public Employees of California Mid-Management and Confidential Unit (MidCon) covering the period of July 1, 2019 through June 30, 2023.

2. Adopt a Resolution approving a new Memorandum of Understanding between the City of Milpitas Professional and Technical Group (ProTech) covering the period of July 1, 2019 through June 30, 2023.
3. Adopt a Resolution updating the Unrepresented Miscellaneous, Police and Fire Management Salary and Benefit Matrix covering the period of July 1, 2019 through June 30, 2023.

Attachments:

1. Resolution Approving Memorandum of Understanding between the City of Milpitas and United Public Employees of California Mid-Management and Confidential Unit (MidCon) July 1, 2019 through June 30, 2023 with Exhibit A – Memorandum of Understanding.
2. Resolution Approving Memorandum of Understanding between the City of Milpitas Professional and Technical Group (ProTech) July 1, 2019 through June 30, 2023 with Exhibit A – Memorandum of Understanding.
3. Resolution Approving Updated Salary Table and Benefit Matrix for Unrepresented Miscellaneous, Police and Fire Management Salary for July 1, 2019 through June 30, 2023 with Exhibit A – Salary Table and Exhibit B – Benefit Matrix.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADOPTING THE MEMORANDUM OF UNDERSTANDING WITH THE MILPITAS UNITED PUBLIC EMPLOYEES OF CALIFORNIA (UPEC LOCAL 792, AFL-CIO), MID-MANAGEMENT AND CONFIDENTIAL UNIT FOR THE PERIOD OF JULY 1, 2019, THROUGH JUNE 30, 2023

WHEREAS, the most recent Memorandum of Understanding (MOU) between the United Public Employees of California (UPEC Local 792, AFL-CIO), Mid-Management And Confidential Unit, and the City of Milpitas covered the period of January 1, 2016, through June 30, 2019; and

WHEREAS; representatives of the UPEC Local 792, AFL-CIO, Mid-Management And Confidential Unit and the City of Milpitas met in good faith and negotiated a successor MOU; and

WHEREAS, the new MOU between the UPEC Local 792, AFL-CIO, Mid-Management And Confidential Unit and the City of Milpitas shall be effective July 1, 2019, through June 30, 2023, a copy of which is attached as “**Exhibit A.**”

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The MOU between the Local 792, AFL-CIO, Mid-Management And Confidential Unit and the City of Milpitas, attached hereto as **Exhibit A**, is hereby approved and the City Representatives are hereby authorized to execute it.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF MILPITAS

AND

**UNITED PUBLIC EMPLOYEES OF CALIFORNIA
(UPEC LOCAL 792, AFL-CIO)**

(MID-MANAGEMENT AND CONFIDENTIAL UNIT)

July 1, 2019 – June 30, 2023

EXHIBIT A

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MILPITAS
THE MID-MANAGEMENT AND CONFIDENTIAL UNIT,
REPRESENTED BY UPEC LOCAL 792, AFL-CIO**

July 1, 2019 – June 30, 2023

PREAMBLE

The term of this Memorandum of Understanding (MOU) is from July 1, 2019 through June 30, 2023.

This MOU shall apply to represented permanent and probationary employees hereafter referred to as “employee(s)” unless otherwise specifically indicated, assigned to those classes listed in the salary schedule set forth in Appendix “A” attached hereto. When classes are created which the City determines fall under the representation of the Union, this MOU shall also apply.

Appendix “A” also indicates whether employees covered by this MOU are “hourly non-exempt” employees whom the City pays overtime or “exempt” employees whom the City does not pay overtime.

SECTION 1.00 - EMPLOYEE RIGHTS

Any employee in the City's competitive service may join, organize or maintain membership in a labor organization if the employee so desires. The City neither encourages nor discourages these activities, nor does membership or non-membership in any labor organization affect the employee's standing or right as a City employee. The right to join, organize, or maintain membership in a labor organization is also extended to any association of municipal employees not identified with any labor organization. The right to join a labor union or any association of municipal employees also includes the right not to join. Any employee desiring to join, remain a member, or become independent of any such organization or association must be free to exercise their right without undue influence, coercion, intimidation, or pressure of any kind from any person.

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

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

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

- 1.01.3 Representatives of the Union, having business (other than recruiting of members) with the officers or individual members of the Union may meet and confer with such officers or members during the course of the working day for a reasonable period of time provided that permission is first obtained from the Department Head or the employee's immediate supervisor, and further provided that the conduct of such business will in no way conflict with the performance of City business.

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

- 1.03 In accordance with A.B. 119 (2017), every one (1) month, the City shall remit all sums deducted to the Union. The City will share with Mid Con the following information related to newly hired employees: the name, job title, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of all employees within 30 days of the new hire and will provide an accumulated total annual amount deducted per employee.

- 1.04 The City will notify the Labor Relations Representative of new hire orientations, so that the Union Representative may attend the orientation.

SECTION 2.00 - CITY RIGHTS

- 2.01 Unless specifically in conflict with this MOU or any formal legislative action by the City Council (i.e. resolution or ordinance), all management rights shall remain vested exclusively with the City. City management rights include, but are not limited to, the following rights, which the City may exercise in its discretion:
 - 2.02.1 To determine the mission of all constituent departments, commissions, and boards;
 - 2.02.2 To set standards of service;
 - 2.02.3 To determine the appropriate levels of City services, except where defined in the MOU;
 - 2.02.4 To take disciplinary action for just and sufficient cause(s);
 - 2.02.5 To determine the procedures and standards of selection for employment;

- 2.02.6 To organize and reorganize its departments and affairs, and to otherwise exercise complete control and discretion over its organization;
- 2.02.7 To employ any appropriate means or method to maintain the efficiency of governmental operations and administration;
- 2.02.8 To determine the methods, means, and personnel by which government operations are to be conducted;
- 2.02.9 To determine the procedure and standards for selection for employment and determine the content of job classifications;
- 2.02.10 To determine when an emergency exists and to take all necessary action to carry out its mission in emergencies, including recalling and deploying off-duty personnel and requiring that employees work overtime;
- 2.02.11 To exercise complete control and discretion over its organization and technology;
- 2.02.12 Except in case of emergency the City shall give written notice in advance of any contract with third parties which shall result in the lay-off, demotion, or transfer of any employee represented by the union and shall meet and confer with the union regarding the same upon reasonable written notice;
- 2.02.13 To direct employees, make assignments, and require overtime work;
- 2.02.14 To transfer or reassign employees, as outlined in the MOU;
- 2.02.15 To layoff employees by position for reasons such as elimination of positions through City Council resolution, lack of work, budgetary considerations (including without limitation lack of funds or revenue downturn), reorganization, and failed probation so long as the reason is legitimate.
- 2.02.16 Any agreement between the City and the Union evidenced by a Memorandum of Understanding pursuant to Government Code Section 3500 et. seq. shall take precedence over any of the above enumerated employee and management rights; and that such a Memorandum of Understanding shall be honored in good faith during the life of this contract;
- 2.02.17 Any violation of the policies and procedures created by this MOU may be subject to disciplinary action as defined by this MOU; and
- 2.02.18 The parties acknowledge that the City shall have the right to amend its personnel rules and regulations, personnel ordinances and resolutions, and employer-employee relations resolution during the term of the Memorandum of Understanding. Such rules and policies may be implemented following compliance with the Meyers-Milias-Brown Act.

SECTION 3.00 – DISCIPLINE

3.01 Grounds for Discipline

Discipline shall be imposed for good cause based upon, but not limited to, the following conduct:

- 3.01.1 Fraud in securing appointment or falsification concerning records, fellow employees, or work performed;
- 3.01.2 Failure to perform satisfactorily the duties and responsibilities of an employee's classification;
- 3.01.3 Neglect of duty;
- 3.01.4 Insubordination;
- 3.01.5 Reporting for or performing duty under impairment as a result of alcohol and/or drug use;
- 3.01.6 Dishonesty or misuse of, or misappropriation of City property and funds;
- 3.01.7 Conviction of any crime relating to the function of an employee's classification;
- 3.01.8 Unauthorized absence;
- 3.01.9 Non-observance of employee's work hours, including tardiness, and abuse of sick leave privileges;
- 3.01.10 Discourteous or non-cooperative treatment of the public or other employees;
- 3.01.11 Conduct, either during or outside of duty hours, which is of such a nature that it causes discredit to the employee's department or the City;
- 3.01.12 Any discriminatory act or omission based on race, age, sex, religion, political opinion or affiliation, national origin, marital status, physical or mental disability, color, creed, ancestry, sexual orientation, or medical condition towards employees, applicants, independent contractors, City Council and Commission members, and/or citizens.
- 3.01.13 Violation of any condition of employment set forth in the Municipal Code, Personnel Rules and Regulations, City or department policies or procedures, or Memoranda of Understanding approved by formal action of the Council;
- 3.01.14 Violation of the City department's or this MOU's outside employment work policy;
- 3.01.15 Knowingly filing or pursuing a false charge;

3.01.16 Acceptance of a gift or gratuity for performing a City employment related favor or service;

3.01.17 Threats of violence or acts of unjustified non-defensive violence towards fellow employees or members of the public in the workplace.

3.02 Types of Disciplinary Actions

3.02.1 **Written Reprimand:** A written memorandum outlines the violation(s) being addressed and the expected actions to be taken by the employee in response to the memorandum. The written reprimand contains an indication of subsequent disciplinary steps to be taken in the event that the employee fails to respond appropriately. A copy of the written reprimand shall be placed in the employee's official personnel record.

The Human Resources Director shall remove a letter of reprimand from a personnel file based upon a written request submitted by the employee provided there has been no additional disciplinary actions during the subsequent thirty-six (36) months.

3.02.2 **Suspension:** In the event of more severe or repeated violations, the employee may be relieved of duty by the City for a specified period of time without pay. Such suspension shall not exceed thirty (30) calendar days.

3.02.3 **Reduction in Salary Range:** In the event of more severe or repeated violations, the employee's salary may be reduced by the City within the range for the position held. Such reduction in salary may be made on a permanent or temporary basis.

3.02.4 **Involuntary Demotion:** In the event of more severe or repeated violations, the employee may be reduced in rank and pay by the City. Such demotion may be made on a permanent or temporary basis.

3.02.5 **Termination of Employment:** In the event of more severe or repeated violations, the City may dismiss the employee from City service.

3.03 Pre-Disciplinary Procedures

In the case of a termination, demotion, suspension, reduction in salary, or involuntary disciplinary demotion, the following pre-disciplinary procedures shall apply:

3.03.1 The City shall notify the employee in writing of the following:

(a) The proposed disciplinary action;

(b) The nature of the charges and/or violation of City ordinances, resolutions, written procedures, municipal code, or departmental

regulations and policies;

- (c) The reasons for the proposed action;
- (d) The materials upon which the action is based;
- (e) The opportunity of the employee to respond to the charge(s) in writing and/or in person before a designated City representative at a specified place and time; and
- (f) The right of the employee to have a representative present at any disciplinary meeting or hearing.

3.03.2 Any employee who desires to respond orally may do so by appearing at the appointed place and time. However, the employee is not entitled to an evidentiary hearing, and the sole purpose of the meeting shall be to hear the response of the employee to the charges. The employee shall be entitled to representation, but shall not be entitled to present witnesses, unless the City determines that the presentation of witnesses is necessary.

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

3.03.4 As soon as practical after the employee has had an opportunity to present a response, the City shall notify the employee in writing of the nature and extent of the discipline, if any, and the time of commencement thereof. Said notification shall also advise the employee of any right of appeal.

3.04 Appeal: An employee may appeal a termination, suspension, reduction in salary, or involuntary disciplinary demotion in the same manner as a grievant may appeal a grievance determination as set forth in Section 7.03.6. of this MOU.

SECTION 4.00 - LAYOFF

4.01 Any layoff shall be according to the procedures and seniority as defined in Municipal Code Section VI-102.

4.01.1 The City Manager, after review with the Department Head and the Human Resources Director, may lay off an employee because of material change in duties, organization, or shortage of work or funds in the department or the City.

4.01.2 The Human Resources Director shall notify the affected employee(s) in writing at least thirty (30) days in advance of the intended layoff and of their option to accept a voluntary demotion in lieu of layoff.

- 4.01.3 Employees laid-off or accepting demotions in lieu of layoff shall be placed on a Re-employment List in inverse order of displacement for an appropriate classification for three (3) years.

SECTION 5.00 - RESIGNATION

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

SECTION 6.00 - OTHER EMPLOYMENT

- 6.01 Employees may engage in other employment or business activity that does not conflict with the employee's duties and which does not involve time demands that would reduce the employee's efficiency.
- 6.02 An employee's outside employment, activity, or enterprise may be prohibited if it:
 - 6.02.1 Involves the use for private gain or advantage of City time, facilities, equipment and supplies; or the badge, uniform, prestige or influence of the City office or employment.
 - 6.02.2 Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course of hours of City employment or as a part of regular duties.
 - 6.02.3 Involves the performance of an act, which may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other employee of the City.
 - 6.02.4 Involves such time demands as would reduce the employee's efficiency or safe operations of equipment, such as sleep deprivation or physical exhaustion prior to start of employee's shift. In no case shall the employee conduct non City business during City work hours.
- 6.03 Employees must obtain approval from their Department Head and the Human Resources Director of other employment or business activities in writing prior to engaging in such activities. Disapproval of other employment may be appealed to the City Manager whose decision shall be final

SECTION 7.00 – GRIEVANCE PROCEDURE

7.01. Definitions

- 7.01.1 For the purposes of this section, a “grievance” is any dispute, which involves the interpretation or application of this MOU, or appeal of certain formal disciplinary actions. If any party initiates litigation including but not limited to administrative proceedings with a state or federal agency such as OSHA, EEOC, DFEH, PERB, etc. concerning a matter which is otherwise subject to the grievance process, the other party may (at their discretion) deem the litigating party as having elected judicial/administrative remedies and waived any rights under this grievance procedure. Performance appraisal reviews are not grievable.
- 7.01.2 A “grievant” is any employee adversely affected by an alleged violation of the specific provisions of the MOU, or the Union, on behalf of one or more employees in the Mid-Management and Confidential Unit adversely affected by an alleged violation of the specific provisions of the MOU.
- 7.01.3 A “working day” is any day in which City Hall is open for business.
- 7.01.4 “Employee organization” is the Mid-Management and Confidential Unit, represented by UPEC Local 792, AFL-CIO.

7.02 General Provisions

- 7.02.1 Every effort will be made by the parties to settle grievances at the lowest possible level.
- 7.02.2 Until final disposition of a grievance, a grievant employee shall comply with the directions of the grievant’s immediate supervisor.
- 7.02.3 No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.
- 7.02.4 Failure of the grievant to adhere to the time deadlines shall mean that the grievance is withdrawn. The grievant and the City may extend any time deadline by written mutual agreement. Furthermore, if there is a mutual written agreement, the grievant may skip a step in the grievance process. The employee concerned shall be personally present at all stages of the grievance procedure unless that employee specifically waives the right in writing.
- 7.02.5 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular working day of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time. Overtime is not

provided for off-duty time except for witnesses requested to testify by the City.

7.02.6 Either the City or the grievant may be represented at any step of the procedure by an individual of the party's choice.

7.02.7 An employee may at any time present grievances to the City and have such grievances adjusted without the intervention of the Union, as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of this MOU or the Personnel Rules; provided that the City shall not agree to a resolution of a grievance until the employee organization has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

7.02.8 The City and the Union may agree to consolidate grievances at any level.

7.03 Procedure

7.03.1 Grievances must be in writing, and initiated within twenty (20) working days following the occurrence, or knowledge of the events on which the grievance is based. Failure to do so will result in the employee being barred from advancing the grievance. A grievance, or a copy of the grievance, should be provided to the grievant's supervisor, Department Head, and the Director of Human Resources.

7.03.2 Element of a Grievance

The written grievance shall include:

- (a) a description of the specific facts and grounds upon which the grievance is based including names, dates, and places necessary for a complete understanding of the grievance;
- (b) a specific explanation of how the grievant has been adversely affected;
- (c) listing of the provisions of the MOU, which are alleged to have been violated;
- (d) a listing of specific actions requested by the grievant of the City which will remedy the grievance, including a specific dollar amount, and the basis for the dollar amount, of any alleged damages at issue, provided the employee has access to relevant financial data;
- (e) a statement declaring self-representation or the selection of representation by the Union for said grievance;
- (f) the printed name and signature of the grievant;
- (g) the name, address and telephone number of the person(s) to whom notices may be sent regarding the grievance; and
- (h) date of grievance.

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

7.03.3 Informal Resolution

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

7.03.4 Level I – Department Head

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

7.03.5 Level II– Human Resources Director

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

7.03.6 Level III– City Manager

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

fifteen (15) working days. Unless the grievance is subject to arbitration (as defined herein), the City Manager's decision is final.

7.03.7 Level IV – Arbitration

- (a) In the case of a disciplinary appeal of a termination, suspension, reduction in salary, or involuntary disciplinary demotion, an employee may appeal to arbitration as set forth in this Section a final disciplinary decision made under Section 3.03.4 of this MOU.

In the case of a grievance concerning interpretation or application of this MOU, and if the grievance is otherwise subject to arbitration, and the Union is not satisfied with the decision of the City Manager, the Union may within fifteen (15) working days of the date of the City Manager's decision submit a request in writing to the Human Resources Director that the grievance be submitted to arbitration. The Union and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances involving public employees. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

- (b) If either the City or the Union so requests, an arbitrator shall hear the merits of any issue raised regarding arbitrability of a grievance first. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. If the issue of arbitrability is heard by an arbitrator and the arbitrator decides the underlying dispute is arbitrable, a different arbitrator shall hear the merits of the underlying grievance, if the City or the Union so requests.
- (c) The arbitrator shall, as soon as possible, hear evidence and render a decision on the issues or issues. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. A certified court reporter shall record the entire arbitration hearing unless the parties mutually agree otherwise.
- (d) The jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City to do an act prohibited by law.
- (e) After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit written findings and a decision which is final and binding on all parties.

- (f) The fees and expenses of the arbitrator and the certified court reporter shall be shared equally by the City and the Union. The one exception is that the City shall pay all the fees and expenses of the arbitrator for employee appeals of disciplinary actions in which the Union chooses not to represent the employee at the appeal. Financial responsibility shall be confirmed prior to selection of an arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. A party requesting a transcript shall bear the cost thereof; or if each party receives a copy the cost will be shared equally.
- (g) This grievance procedure is the exclusive remedy to resolve disputes as described herein.

SECTION 8.00 - ANNUAL VACATION LEAVE

- 8.01 All employees shall be entitled to paid annual vacation leave beginning at the end of the first six months of service with the City. However, vacation credits shall be accrued beginning with the date of initial appointment. For non-exempt employees, vacation is earned on the basis of hours in paid status. For purposes of this section, a “working day” shall refer to eight (8) work hours.
 - 8.01.1 During the first through fourth years of service, vacation shall be accrued at the rate of 11 working days per year for hourly employees, and 16 working days per year for exempt employees.
 - 8.01.2 Beginning the fifth year of employment through the ninth year of employment, vacation shall be accrued at the rate of 16 working days per year for hourly employees, and 21 working days per year for exempt employees.
 - 8.01.3 Beginning the tenth year of employment through the fourteenth year of employment, vacation shall be accrued at the rate of 21 working days per year for hourly employees, and 26 working days per year for exempt employees.
 - 8.01.4 Beginning the fifteenth year of employment through the nineteenth year of employment, vacation shall be accrued at the rate of 26 working days per year for hourly employees, and 31 working days per year for exempt employees.
 - 8.01.5 Beginning and following the twentieth year of employment, vacation shall be accrued at the rate of 31 working days per year for hourly employees, and 36 working days per year for exempt employees.
- 8.02 Employees who work less than full time shall earn vacation credits on a pro-rated basis.
- 8.03 Each employee shall be required to have served the equivalent of one year of continuous service in the City in order to be eligible for the employee's full annual vacation leave, provided however, that after six months of continuous service hourly employees may be permitted to take vacation leave not to exceed forty (40) work hours and exempt

employees may be permitted to take vacation leave not to exceed the equivalent of one work week.

- 8.04 The times during a calendar year at which an employee may take vacation shall be determined by the department head or designee with due regard for the wishes of the employee and particular regard for the needs of the municipal service. If the requirements of the municipal service are such that an employee must defer part or all of his/her annual vacation in a particular calendar year, the appointing power shall permit the employee to take such deferred vacation during the following calendar year or allow the employee to cash out said vacation at his/her option, to the extent of the deferred portion.
- 8.05 On the last day of the pay period that includes December 31 in 2019 (going forward effective June 1st 2020), no employee may accumulate and carry-over a vacation balance in excess of 260 work-hours, without the express approval of the City Manager or designee. On the first full pay period after December 31, 2019 and then going forward June 1st, any hours above 260 will be cashed out. No employee shall be allowed to be on paid leave for a period of over three-hundred and twenty (320) consecutive work hours.
- 8.06 In the event one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave.
- 8.07 Upon separation from the service for any reason, an employee shall be compensated for all accrued vacation leave.
- 8.08 Each fiscal year, an employee may elect to cash out up to forty (40) hours of accrued vacation, except for employees whose annual vacation balance at the time of requested cash out exceeds 15 working days per year who may cash out up to eighty (80) hours, as follows:
- 8.08.1 The employee uses at least one full workday of paid vacation leave. Vacation cash-outs must be requested in advance and are contingent upon having an approved vacation leave within thirty (30) days, either before or after; or
- 8.08.2 Requests for cash-outs other than during approved vacations must be submitted to Finance for payment in June by May 31st or in December by November 30th of each year.

SECTION 9.00 - SICK LEAVE

- 9.01 Employees shall be granted paid sick leave credits beginning with date of original employment at the rate of twelve (12) prorated days for each year of service. Employees become eligible to take accrued sick leave upon completion of one full month of continuous service. Sick leave is not a privilege, which an employee may use at the employee's discretion, but shall be allowed only in case of necessity and actual sickness or disability. Medical and dental appointments should be scheduled and approved in advance. The City Manager shall direct and enforce such administrative control as may be necessary to prevent abuse of sick leave privilege.

- 9.02 Employees who work less than full-time shall earn the sick leave described above on a pro-rated basis.
- 9.03 For employees hired on or before July 17, 1999, the City agrees to pay an employee who is separating from the City in good standing with at least five (5) years of service an amount equal to 2-1/2% per year of service for unused accrued sick leave. The pay-out formula shall be: 2.5% x years of service x highest hourly rate x sick leave hours accrued. Good standing shall be based on the employee's overall work record and the decision of the Human Resources Director. (See Sections 21.05 and 21.05.1.)
- 9.04 For employees hired on or before July 17, 1999, each November, an employee with five or more years of service may elect to cash out accrued sick leave. Payout shall be in accordance with appropriate pay out formulas described in section 9.03. However, the maximum annual amount an employee may cash out shall not exceed 50% of the employee's sick leave balance and cannot result in the employee's sick leave balance dropping below 240 hours.
- 9.05 The City agrees to provide PERS Credit for Unused Sick Leave provision (20965). (See MOU Section 21.05.1.)

SECTION 10.00 - FAMILY LEAVE

- 10.01 Employees having available sick leave to their credit may draw upon such sick leave for family medical purposes when a member in the employee's immediate family is involved.
- 10.01.1 As defined for the purpose of this section, family medical purposes shall be construed to mean illness, accident, medical appointments or other related occurrences.
- 10.01.2 Spouse shall include registered domestic partner.
- 10.01.3 Immediate family is defined to include: spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, domestic partner, and foster children (including step, adoptive and in-law relatives).
- 10.01.4 Each employee shall be allowed to use a maximum of up to 50% of the employee's annual accrued sick leave per calendar year for this purpose. Additional leave may be granted in unusual circumstances by the Human Resources Director.
- 10.01.5 In addition, each employee shall be allowed to use fourteen (14) days of accrued sick leave for the birth or adoption of a child.

SECTION 11.00 - COMPASSIONATE LEAVE

- 11.01 The City agrees to provide compassionate leave when death occurs to a member of the employee's immediate family not to exceed forty hours for hourly employees and one regular workweek for exempt employees.
- 11.02 Immediate family is defined to include: spouse, parent, child, sibling, grandparent, grandchild, domestic partner, and foster children (including step, adoptive, or in-law relatives).
- 11.03 Salary paid during this leave is not deducted from any leave balance. Additional leave may be granted in special circumstances by the Human Resources Director.
- 11.04 In special circumstances, the Human Resources Director may allow an employee to utilize compassionate leave for individuals who are not members of the employee's immediate family.

SECTION 12.00 - MILITARY LEAVE

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

SECTION 13.00 - LEAVE OF ABSENCE

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

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

SECTION 14.00 - JURY LEAVE

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

SECTION 15.00 - WORKERS' COMPENSATION LEAVE

- 15.01 An employee unable to work because of a work-related illness or injury is eligible for workers' compensation leave, provided that the employee has notified superiors of the illness or injury and the claim has not been denied by the Human Resources Director or workers' compensation insurance administrator authorized by the City.
- 15.02 For all employees, workers' compensation leave per incident shall be paid up to a maximum of 320 hours as follows:

<u>Hours of Leave</u>	<u>Percent of Salary Paid</u>
First 80 hours	100%
Next 240 hours	80%

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

Any employee sustaining such injury or disability may be entitled to compensation to the extent provided by the State Workers' Compensation Insurance Act. An employee who

has exhausted eligible workers' compensation leave shall receive full salary to the extent the employee's accrued sick leave, compensatory time off (CTO), or vacation time may be integrated.

- 15.03 An employee returning from a work-related injury shall be reinstated to the position occupied at the time the injury occurred subject to written release by the attending physician.
- 15.04 Injured employees designated Maximum Medical Improvement (MMI) or accepted into a Supplemental Job Displacement Program and unable to return to their prior occupations may be involuntarily terminated or retired.
- 15.05 The City is currently developing a policy on the subject of light duty. Mid-Management/Confidential agrees to meet and confer with the City during the term of the MOU regarding the policy.

SECTION 16.00 – OVERTIME (FLSA NON EXEMPT, HOURLY EMPLOYEES ONLY)

- 16.01 Hourly employees who work more than forty hours in a workweek shall be entitled to overtime as follows:
 - 16.01.1 All overtime shall be compensated at the rate of time and one-half pay or the equivalent in compensatory time off (CTO) in lieu of overtime pay.
 - 16.01.2 In the event the City requires the hourly employee to work overtime, overtime pay or accrual of CTO shall be at the discretion of the employee. However, the determination as to whether overtime pay or CTO shall be taken must be made by the employee at the time the “Request for Additional Pay” form is submitted to the supervisor for signature.
 - 16.01.3 Employees who work less than eight (8) minutes beyond their normal work hours shall not receive overtime.
 - 16.01.4 Overtime occurring on a paid City holiday shall result in pay or CTO at the rate of time and one-half in addition to base pay.
 - 16.01.5 A minimum of two hours pay or its equivalent in compensatory time off at the option of the employee shall be guaranteed for any hourly employee, at the rate of time and one-half, who after leaving their place of duty is required without prior notice to return for emergency duties.
 - 16.01.6 CTO may be accrued by the employee throughout the year. However, the accrued hours may not exceed one hundred and sixty hours (160) as of the last day of the pay period that includes December 1st, 2019 and going forward June 1st. Effective immediately, hours in excess of one hundred and sixty (160) hours during a payperiod shall be paid to the employee in that same payperiod. The employee’s CTO accrual bank will never exceed one hundred and sixty (160) hours.

- 16.01.7 Any paid accrued leave, including sick leave, vacation leave, compensation leave, or compensatory time off, taken by an employee during any work week shall be counted as hours worked for the purpose of calculating overtime.

SECTION 17.00 MANAGEMENT LEAVE PAY (FLSA EXEMPT EMPLOYEES)

- 17.01 Accruals: Effective July 1, 2019 all exempt employees will be eligible for 20 hours (prorated) of Management Leave Pay. Exempt employees will continue to receive 40 hours of Management Leave added to their Floating Holiday Bank on the pay period following December 31.

Employees appointed to an eligible classification will receive a prorated amount (from 40 hours) of Management Leave based on their hire date (number of months they will work in a calendar year.)

Hours can be taken in any increments, a full 8-hour day is not required.

- 17.02 Eligibility: All employees shall be eligible for Management Leave beginning with their date of appointment. Prior approval must be received from the Department Head in order to utilize.
- 17.03 Carryover: All hours must be used by the end of the pay period that includes December 31 or they will be removed by Payroll.
- 17.04 Cash Out: Employees cannot cash out Management Leave hours. Remaining balance will not be available for cash out during termination, resignation, or retirement.

SECTION 18.00 - HOLIDAYS

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

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

13. One Floating Holiday¹

- 18.01.1 In the event a holiday falls on a Sunday, the following Monday shall be the holiday instead.
 - 18.01.2 In the event a holiday falls on a Saturday, the preceding Friday shall be the holiday instead.
 - 18.01.3 Any other holiday declared by the City Council as a City Holiday for City employees.
 - 18.01.4 For hourly employees on other than five (5) day workweeks, any workweek which includes one or more holidays shall be reduced in hours commensurately. The number of days worked during the workweek shall be subject to the approval of the Department Head.
- 18.02 For hourly employees where one of these holidays falls on a working day, employees shall be granted the day off with pay and City offices shall be closed except for such municipal services that must be maintained on an around-the-clock basis seven days a week. Hourly employees who work less than full time shall be entitled to credit for paid holidays on a pro-rated basis. Hourly employees required to perform their regular duties on a holiday shall be granted pay or compensatory time off, at the rate of time and one-half in addition to base salary. For the purposes of this section a holiday shall be deemed to begin and end at 12 midnight.

SECTION 19.00 - TRAINING

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

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

SECTION 20.00 – ALTERNATIVE WORK WEEK AND FLEXIBLE SCHEDULES

20.01 All employees shall work a standard bi-weekly schedule of eighty (80) hours unless an Alternative Work Schedule has been approved by employee Department Head and City Manager.

20.02 All employees covered by this MOU who have been designated exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) may, with prior approval, use FLEXIBLE SCHEDULING for absences of less than a regular work day in recognition of extra hours worked that same pay period, subject to Department Head approval.

All Mid Con employees may propose an alternate work schedules and the request shall be evaluated within each department for each position. Alternate work schedules may not be appropriate for all departments or all employees. In reviewing requests, the City shall take into consideration the City's desire to maintain a level of service, determined by the City, in addition to the employees' needs. Upon Department Head approval the Department Head shall make a recommendation to the City Manager to approve the employees request for an Alternate work schedules, which could include a 9/80, 4/10s or Telecommuting. All schedules must comply with the Fair Labor Standards Act (FLSA) for pay purposes. Departments must designate a workweek for non-exempt (hourly) employees to determine overtime if outside of the City regularly stated work schedule.

SECTION 21.00 – ATTENDANCE (FLSA NON EXEMPT, HOURLY, EMPLOYEES)

21.01 Unauthorized Absence

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

21.01.2 Employees should notify their supervisors of the need to miss work. An employee's failure to report to his/her supervisor or higher authority his/her absence at or prior to the beginning of the shift may result in an unauthorized absence.

21.02 Breaks for Hourly Employees

21.02.1 Employees shall be entitled to two fifteen (15) minute breaks during each standard workday.

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

- (a) Persons whose responsibility includes public contacts shall advise a responsible person in their office before leaving for a break.
 - (b) Persons alone in an office should leave a sign on the door, lock the door, and advise the receptionist before leaving for a break, in order to ease the handling of incoming phone calls and customers that call at the office.
- 21.02.3 For workdays from 8:00 a.m. to 5:00 p.m., the morning break shall be taken between 9:30 a.m. and 11:00 a.m., and the afternoon break shall be taken between 2:30 p.m. and 4:00 p.m. For irregular workdays, breaks shall be taken after the first one- and-one-half hours and before the last hour of each half shift.

SECTION 22.00 - PAY PLAN

- 22.01 Advancement shall be based on satisfactory performance and increased service value of an employee to the City as exemplified by the recommendations of the supervising official, length of service, performance record, special training undertaken or other pertinent evidence. No salary advancement shall be made so as to exceed the maximum rate established in the pay plan for the class to which the advanced employee's position is allocated.
- 22.02 In administering the Pay Plan, the following rules shall be observed for non-exempt hourly employees:
- 22.02.1 Step "A" is the minimum rate for a position and shall be the hiring rate for said position. Initial appointment at a rate higher than Step "A" may be made in the case of an unusually well qualified person or where other special conditions warrant, but only with prior approval of the City Manager.
 - 22.02.2 Step "B" represents an incentive adjustment. An employee shall be eligible for Step "B" only after completion of one year from the date of employment on recommendation from the Department Head and approval of the City Manager.
 - 22.02.3 Step "C" represents the rate at which a qualified and experienced employee should be paid after a reasonable period of service. An employee shall become eligible for Step "C" only after he/she has proven himself/herself satisfactory in the given classification for a period of at least one year after completion of his/her probationary period, upon recommendation of the Department Head and approval of the City Manager.
 - 22.02.4 Step "D" represents an incentive adjustment for satisfactory performance and increased effectiveness. An employee shall become eligible for Step "D" after completion of one year at Step "C" upon recommendation of the Department Head and approval of the City Manager.

- 22.02.5 Step "E" represents an incentive adjustment for increasingly satisfactory performance. An employee shall be eligible for Step "E" after completion of one year at Step "D" upon recommendation of the Department Head and approval of the City Manager.
- 22.02.6 Employees who have demonstrated outstanding ability may be advanced to the next higher step prior to completion of one year's service at the current step upon recommendation of the Department Head and approval of the City Manager.
- 22.03 In administering the Pay Plan, the following rules shall be observed for exempt employees:
- 22.03.1 A salary shall be paid within the range established for that classification. The minimum rate for the classification generally shall apply upon original appointment. However, when circumstances warrant, appointment may be made at a higher level upon approval of the City Manager or Human Resources Director.
- 22.03.2 Eligibility for salary advancement occurs on the employee's anniversary date, provided that the maximum level of the established compensation range has not been met. Advancement shall be based upon satisfactory performance documented in a Performance Appraisal Review completed in a timely manner. In addition, a merit increase prior to the normal anniversary date may be granted to a permanent employee for outstanding performance or unusual employment conditions at any time, on the recommendation of the Department Head and the approval the City Manager.
- 22.03.3 Advancement shall be at an amount recommended by the Department Head and approved by the City Manager.
- 22.04 Performance Appraisal Review - Performance appraisals are an important personnel tool, and the City should endeavor to make them promptly.
- 22.05 Salary Following Promotion
- Employees receiving a promotion to a position within the bargaining unit shall receive at least a 5% increase in salary unless limited by the maximum salary range.
- 22.06 In the event an employee receives overpayment by the City, the employee shall reimburse the City for the total overpayment. Typically, such repayment shall occur over a schedule equal to the amount of time over which the overpayment occurred and the City may obtain reimbursement by payroll deduction. However, at the employee's request, the City may extend such repayment over a longer period, to be determined by mutual agreement of the employee and the Finance Director.
- 22.07 "Y" Rate Policy: Whenever an employee would sustain an actual decrease in salary as a result of downward reclassification or reorganization within an existing department unit,

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

- 22.08 During the term of this MOU the City shall endeavor to review classifications in the Mid-Management/Confidential Unit.

SECTION 23.00 - RETIREMENT PLAN

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

- 23.02 The City will provide the 2% at 60 CalPERS retirement plan based on the highest 3 year annual average pensionable compensation to all new hires (Section 20475: Different Level of Benefits Provided for New Employees) and Section 20037 (Three-Year Final Compensation) hired on or after October 9, 2011 (City Council Adoption). Employee shall be responsible for the employee portion of the contribution to PERS Retirement.

- 23.03 For employees hired before October 9, 2011, the City shall continue, during the term of this MOU, the present retirement plan, commonly referred to as the 2.7% at 55 plan, including the final year compensation amendment and 1959 Survivors Benefit in full force and effect.

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

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

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

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

pay-out formula shall be: 2.5% x years of service x highest hourly rate x sick leave hours accrued.

23.05.1 Upon retiring with PERS, all employees shall be eligible for the PERS Credit for Unused Sick Leave provision (20965) of the City's PERS Retirement plan. Employees hired on or before July 17, 1999, may elect either the pay-out formula in Section 21.04 or the PERS Credit for Unused Sick Leave plan.

23.06 For the purpose of this section, an employee who is retiring is one who has submitted an application for retirement and retires under the Public Employees Retirement System (PERS).

23.07 Retiree Medical

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

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

- (a) Upon completion of the fifth through the ninth year of service, and upon retirement, the City shall provide 25% of the medical insurance premium payment for the employee only, as long as the employee remains in one of the City sponsored eligible health care programs.
- (b) Upon completion of the ninth year, this payment of the retiree's medical insurance shall increase to 50%.
- (c) Upon completion of the fourteenth year, this payment of the retiree's medical insurance shall increase to 75%.
- (d) Upon completion of the nineteenth year, this payment of the retiree's medical insurance shall increase to 100%.
- (e) Once any retiree becomes Medicare eligible, the City shall pay up to the appropriate Medicare rate per the above sections.
- (f) Retirees may elect to continue coverage for dependents under the retiree group medical plan provided that the dependent is covered by the group plan at the time the employee retires and maintains enrollment as set forth in Section 22.01.

23.08 Nothing contained in this Section 21.00 is intended and should not be construed, to restrict the CalPERS retirement rights under state and/or federal law otherwise applicable to bargaining unit employees.

SECTION 24.00 - RETIREE DEPENDENT HEALTH CARE

24.01 The Retiree Dependent Health Care Fund

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

The City will periodically present a report to the Mid-Management/Confidential Unit representative indicating the City's annual contribution, the total dollars in the Fund, and a brief description of how and the extent to which the 1% was used in the previous fiscal year to pay for the medical premiums of retirees' dependents. The City will use this report to set retiree dependent contribution rates.

24.02 Contributions from the Fund toward Retiree Dependent Premiums

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

24.02.1 For permanent Mid-Management/Confidential employees hired before July 1, 1995, and retired on or after January 2, 2007 (City Council adoption), who have at least five (5) years of full-time or equivalent service with the City of Milpitas, the City agrees to pay from the Fund up to the family, medical premium rate (at a rate no higher than any family plan paid by the City for active employees), as long as the retiree maintains enrollment in one of the eligible health plans.

24.02.2 For permanent Mid-Management/Confidential employees hired on or after July 1, 1995, and retired on or after January 2, 2007 (City Council adoption), who have at least five (5) years of full-time or equivalent service with the City of Milpitas; the City agrees to pay from the Fund up to the family, medical premium rate (at a rate no higher than any family plan paid by the City for active employees), as long as the retiree maintains enrollment in one of the eligible health plans and shall be subject to the following provisions with respect to the retirement benefits:

- (a) Upon completion of the fifth through the ninth year of service, and upon retirement, the City agrees to provide 25% of the medical insurance premium payment from the Fund for the retiree dependent, as long as the employee remains in one of the City sponsored eligible health care programs.

- (b) Upon completion of the ninth year, this payment of the retiree's dependent medical insurance shall increase to 50%.
- (c) Upon completion of the fourteenth year, this payment of the retiree's dependent medical insurance shall increase to 75%.
- (d) Upon completion of the nineteenth year, this payment of the retiree's dependent medical insurance shall increase to 100%.
- (e) Once any dependent becomes Medicare eligible, the City agrees to pay from the Fund up to the appropriate Medicare rate per the above sections.

In no case will the City be required to place funds in the Fund above the 1% of payroll with benefits amount. If funds are depleted before the next year's City contribution is due, dependent medical premiums will be the responsibility of the retiree and/or dependent. If less than 1% of payroll with benefits is used in a given year for the medical premiums of retirees' dependents, the remainder shall remain in the Fund and may be used in future years to supplement the City's annual 1% of payroll with benefits contribution if this contribution is insufficient in a given year to make all the payments set forth in 22.01 above.

SECTION 25.00 - BENEFITS

- 25.01 The City shall provide active employees the CalPERS medical insurance for health benefits. The total monthly health benefit per employee shall be based on the Kaiser rates for employee, employee + 1, and family plan, etc. Only employees who have eligible dependents shall be compensated above the single rate plans.
- 25.01.1 The City reserves the right to discontinue offering any of the medical plans due to any of the following:
 - (a) The plan imposes exorbitant costs upon the City;
 - (b) The health care carrier refuses to provide services to the City;
 - (c) The health care provider no longer offers the services; or
 - (d) The health plan is discontinued.
 - 25.01.2 If the City discontinues use of CalPERS health care, to the extent possible, the City will provide similar services.
 - 25.01.3 The City will provide a life insurance policy in the amount of \$50,000.00 for each full-time member.
 - 25.01.4 The City shall provide a Short Term Disability Plan with the current benefit level for the term of the Agreement.

- 25.01.5 The City shall provide a Long Term Disability Plan with the current benefit level for the term of the Agreement.
 - 25.01.6 Payroll deductions for benefit costs above the City benefit contribution shall be permitted, provided that the City shall not assume unreasonable administrative costs.
 - 25.01.7 Employees who are covered as an eligible dependent under another health insurance plan may waive health coverage and receive a total of one hundred and twenty-five dollars (\$125.00) per month, pro-rated over twenty-six (26) pay periods per calendar year. Employees who wish to waive health insurance coverage must complete the City of Milpitas' "Health Insurance Waiver" indicating they agree to abide by the terms and conditions of the waiver.
 - 25.01.8 The City will pay seventy-five dollars (\$75.00) per month toward deferred compensation for each member. The City's payments will be pro-rated over twenty-six (26) pay periods per calendar year.
- 25.02 **Benefit Contribution: Regular Part-Time Employees:** The City agrees to contribute monthly premiums for health and life insurance in an amount to reflect hours budgeted, pro-rated against the amount contributed for full time employees. For example, half-time employees may elect to take any or all of the benefits and the City and the employee will both pay 50% or half of the elected benefit cost(s). The City agrees to provide short-term disability and long-term disability benefits at no cost to part-time employees.

SECTION 26.00 - TEMPORARY UPGRADE PAY/SPECIAL ASSIGNMENT PAY

26.01 General: Upon specific written assignment by the Department Head or Department Head's designee, an employee may be required to assume the duties, responsibilities, authority and accountability of a vacant higher classification (Temporary Upgrade Pay/Out of Class), or to perform work on a special project (Special Assignment).

26.02 Work Out of Class Pay:

Per Government Code section 20480 of the Public Employees' Retirement Law, an out of class appointment is an appointment to an upgraded position or higher classification by an employer or governing board or body in a vacant position for a limited time.

Vacant position refers to a position that is vacant and it does not refer to a position that is temporarily available due to another employee's leave of absence.

A non-hourly employee assigned to work in an out-of-class capacity with fully upgraded duties or classification (100%) for two or more consecutive full work days shall qualify for Temporary Upgrade Pay as special compensation. An hourly employee assigned to work in an out-of-class capacity with fully upgraded duties or classification (100%) for two or more full work days within a pay period, whether consecutive work days or not, shall qualify for Temporary Upgrade Pay.

Employees assigned to upgraded duties or classification as described above shall be compensated at least 5% more than their salary or at the entrance step of the range of the higher classification, whichever compensation pattern is greater except where such increase exceeds the pay range allocated to the assigned position. The employee shall be compensated at the appropriate rate retroactive to the start of the assignment.

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

- 26.03 Special Assignment Pay: An employee assigned to work on a special assignment shall be paid at a rate of a minimum of 10% up to 15% above the employee's current base salary.
- 26.04 Voluntary Training: An employee seeking additional training in another classification may waive his/her right to work out of classification pay in order to pursue desired training.
- 26.05 An employee who serves in a special assignment in a vacant position for a minimum of three months, and receives a permanent appointment to the same position by the appointing authority, may receive credit toward completion of probation in the position up to the duration of the special assignment.

SECTION 27.00 - NO DISCRIMINATION

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

SECTION 28.00 - SALARY

- 28.01 July 2019 Salary Schedule Increase: Effective July 7, 2019, the Salary Schedule previously in effect shall be increased by 5%. This shall be the July 2019 Salary Schedule.

- 28.02 July 2020 Salary Schedule Increase: Effective July 5, 2020, the July 2020 Salary Schedule shall be increased by 4%. This shall be the July 2020 Salary Schedule.
- 28.03 July, 2021 Salary Schedule Increase: Effective July 4, 2021, the July 2021 Salary Schedule shall be increased by 3%. This shall be the July 2021 Salary Schedule.
- 28.04 July, 2022 Salary Schedule Increase: Effective July 3, 2022, the July 2022 Salary Schedule shall be increased by 3%. This shall be the July 2022 Salary Schedule
- 28.04 The annual salary schedule labeled Appendix “A” and attached hereto is hereby made a part of this Memorandum of Understanding.
- 28.05 Effective February 4, 2015 “confidential” pay was eliminated. Those employees who were receiving 2% confidential pay at the time of elimination shall retain the pay, which is pensionable compensation to the extent permitted by law.

SECTION 29.00 - CLASSIFICATION AND TOTAL COMPENSATION STUDIES

- 29.01 Each year the union may submit up to 3 classifications (and their related classification families) to have a classification and total compensation (salary and benefits) studied. The studies will provide information to determine where the classification compensation plan is compared internally and to the local jurisdiction.
- 29.02 The Union and City will review the results of the studies. There is not an automatic assumption to amend salaries or benefits.

SECTION 30.00 – BILINGUAL PAY

- 30.01 Effective February 4, 2015, bilingual pay was eliminated. Those employees who were receiving the 2.5% bilingual pay at the time of the elimination shall retain the pay, which is pensionable compensation to the extent permitted by law.

SECTION 31.00 – EYEGLOSS REIMBURSEMENT

- 31.01 The City shall reimburse an employee up to \$175 per fiscal year for eyeglasses when prescribed by a physician for use at a video display terminal, provided the glasses are not fully covered by the employee’s health care plan. The employee must apply for any available insurance coverage.

SECTION 32.00 - MOU NEGOTIATIONS

- 32.01 Negotiations for a new MOU shall commence following written notification by either party on or after January 1, 2024 of the desire to begin negotiations.

SECTION 33.00 - EMPLOYEE FITNESS PROGRAM

- 33.01 The City of Milpitas agrees to provide a fitness program that allows employees the opportunity to participate in City-sponsored sports and fitness programs at no cost during the employee's non-working hours. All conditions and requirements regarding use of the Sports Center and/or Senior Center, as set by the Recreation and Community Services Director, must be followed to remain eligible for this program.
- 33.02 Resident fees for all other recreational programs, classes and activities shall apply to bargaining unit employees, unless modified by the City Council.

SECTION 34.00 - MILEAGE REIMBURSEMENT

- 34.01 When available, the City shall furnish vehicles from the City's car pool to conduct official City business. In the event a pool car is unavailable, the employee shall use the employee's own vehicle.
- 34.02 An employee shall receive authorization from their Department Head or their designee prior to using the employee's own vehicle.
- 34.03 Employees who use their car on a temporary basis shall be reimbursed by the City at the rate established by the IRS.
- 34.04 Any employee who drives their own vehicle on official City business must have a valid California driver's license and proof of valid insurance.

SECTION 35.00 - TUITION REIMBURSEMENT

- 35.01 The City of Milpitas will provide a tuition reimbursement program for educational activities, which are job related or a subject area that is related to other classifications within the City and approved, in advance, by the Department Head and the Human Resources Director. The amount of the fund shall not exceed the amount budgeted for this purpose. Subject to the availability of monies in the fund, individual employees are subject to a total reimbursement cap for tuition and required course-related texts of up to \$2,000 per fiscal year. Reimbursement is subject to the guidelines outlined in the applicable Standard Operating Procedure (S.O.P.) #16-13.
- 35.02 The City shall reimburse employees in the classification of Principal Civil Engineer and Traffic Engineer up to \$75 every other fiscal year for the renewal of their engineering licenses when it is a condition of employment.

SECTION 36.00 - REPLACEMENT OF PERSONAL ARTICLES

- 36.01 The City shall replace, within reason, personal articles damaged or stolen during performance of duty upon recommendation of the individual's immediate supervisor and Department Head, and approval of the Human Resources Director. The prior condition of the article, precautions taken to protect the article, and the exercise of proper judgment

of wearing or using an expensive article on the job that has certain hazards connected with it shall be considered in determining the amount of replacement. An employee shall obtain approval from his/her supervisor to bring in and use personal articles in the line of work.

SECTION 37.00 - EMPLOYEE ASSISTANCE PROGRAM

37.01 The City agrees to continue to provide, fund and make available a confidential employee assistance program for employees in the bargaining unit.

SECTION 38.00 - NO STRIKE CLAUSE

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

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

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

SECTION 39.00 - SAVINGS CLAUSE

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

MidCon
July 1, 2019 through June 30, 2023

UNION REPRESENTATIVES:

Ryan Heron
Labor Relations Rep
UPEC Local 792

Toni-Lynn Charlop

Christopher Schroeder

Natalie Livezey

Date _____

CITY REPRESENTATIVE:

Liz Brown
Human Resources Director

Elaine Marshall
Deputy Public Works Manager

Appendix A – SALARY SCHEDULE			
5% Salary Increase			
Effective July 7, 2019			
Job Classification	Annual Salary		
Administrative Analyst I	\$80,781.79	-	\$106,343.87
Administrative Analyst II	\$89,213.94	-	\$117,426.04
Administrative Assistant*	\$77,067.90	-	\$93,676.13
Budget Manager	\$104,794.87	-	\$137,940.35
Building Inspection Manager	\$122,673.10	-	\$149,111.24
Buyer	\$80,049.61	-	\$105,369.81
Crime Analyst	\$96,703.43	-	\$127,291.44
Deputy City Clerk	\$92,082.35	-	\$111,926.72
Economic Development Coordinator	\$101,613.88	-	\$125,999.87
Economic Development Specialist	\$96,767.03	-	\$116,807.42
Emergency Services Coordinator	\$106,911.71	-	\$140,710.21
Environmental & Regulatory Compliance Specialist	\$103,276.17	-	\$135,941.17
Executive Assistant*	\$84,762.68	-	\$103,029.93
Financial Analyst I	\$75,427.72	-	\$99,284.91
Financial Analyst II	\$83,303.49	-	\$109,652.63
Housing & Neigh Svcs Manager	\$103,572.92	-	\$136,338.66
Human Resources Analyst I	\$80,781.79	-	\$106,343.87
Human Resources Analyst II	\$89,213.94	-	\$117,426.04
Human Resources Assistant*	\$57,544.58	-	\$69,943.42
Human Resources Technician*	\$69,794.09	-	\$84,840.21
Information System Analyst	\$102,302.93	-	\$134,660.80
Information Technology Manager	\$121,613.04	-	\$160,087.20
Management Analyst**	\$107,100.00		\$149,972.59
Principal Civil Engineer	\$127,809.86	-	\$166,228.34
Principal Planner**	\$131,775.00	-	\$159,600.00
Purchasing Agent	\$105,513.68	-	\$136,083.13
Recreation Services Supervisor	\$100,792.69	-	\$132,656.32
Senior Accountant	\$93,770.59	-	\$123,422.75
Senior Administrative Analyst	\$103,572.92	-	\$136,338.66
Senior Executive Assistant**	\$89,213.94		\$117,426.04
Senior HR Analyst	\$96,703.97	-	\$127,291.44
Senior Planner	\$120,803.32	-	\$146,841.24
Senior Information Analyst/Developer	\$107,688.00	-	\$141,750.00
Video Media Specialist	\$83,303.49	-	\$109,652.63
* = Non-Exempt Status			
** = New Classifications Approved on 06/11/19			

Appendix B – SALARY SCHEDULE		
4% Salary Increase		
Effective July 5, 2020		
Job Classification	Annual Salary	
Administrative Analyst I	\$84,013.06	- \$110,597.63
Administrative Analyst II	\$92,782.50	- \$122,123.08
Administrative Assistant*	\$80,150.62	- \$97,423.17
Budget Manager	\$108,986.67	- \$143,457.96
Building Inspection Manager	\$127,580.02	- \$155,075.68
Buyer	\$83,251.59	- \$109,584.60
Crime Analyst	\$100,571.56	- \$132,383.09
Deputy City Clerk	\$95,765.65	- \$116,403.79
Economic Development Coordinator	\$105,678.43	- \$131,039.87
Economic Development Specialist	\$100,637.72	- \$121,479.71
Emergency Services Coordinator	\$111,188.18	- \$146,338.61
Environmental & Regulatory Compliance Specialist	\$107,407.22	- \$141,378.82
Executive Assistant*	\$88,153.19	- \$107,151.12
Financial Analyst I	\$78,444.82	- \$103,256.31
Financial Analyst II	\$86,635.63	- \$114,038.74
Housing & Neigh Svcs Manager	\$107,715.84	- \$141,792.20
Human Resources Analyst I	\$84,013.06	- \$110,597.63
Human Resources Analyst II	\$92,782.50	- \$122,123.08
Human Resources Assistant*	\$59,846.36	- \$72,741.16
Human Resources Technician*	\$72,585.85	- \$88,233.82
Information System Analyst	\$106,395.05	- \$140,047.23
Information Technology Manager	\$126,477.56	- \$166,490.69
Management Analyst**	\$111,384.00	\$155,971.50
Principal Civil Engineer	\$132,922.26	- \$172,877.47
Principal Planner**	\$137,046.00	- \$165,984.00
Purchasing Agent	\$109,734.23	- \$141,526.45
Recreation Services Supervisor	\$104,824.40	- \$137,962.57
Senior Accountant	\$97,521.41	- \$128,359.66
Senior Administrative Analyst	\$107,715.84	- \$141,792.20
Senior Executive Assistant**	\$92,782.50	\$122,123.08
Senior HR Analyst	\$100,572.13	- \$132,383.09
Senior Planner	\$125,635.45	- \$152,714.89
Senior Information Analyst/Developer	\$111,995.52	- \$147,420.00
Video Media Specialist	\$86,635.63	- \$114,038.74
* = Non-Exempt Status ** = New Classifications Approved on 06/11/19		

Appendix C – SALARY SCHEDULE			
3% Salary Increase			
Effective July 4, 2021			
Job Classification	Annual Salary		
Administrative Analyst I	\$86,533.46	-	\$113,915.56
Administrative Analyst II	\$95,565.98	-	\$125,786.77
Administrative Assistant*	\$82,555.13	-	\$100,345.87
Budget Manager	\$112,256.27	-	\$147,761.70
Building Inspection Manager	\$131,407.42	-	\$159,727.95
Buyer	\$85,749.14	-	\$112,872.14
Crime Analyst	\$103,588.71	-	\$136,354.59
Deputy City Clerk	\$98,638.62	-	\$119,895.91
Economic Development Coordinator	\$108,848.78	-	\$134,971.07
Economic Development Specialist	\$103,656.85	-	\$125,124.11
Emergency Services Coordinator	\$114,523.83	-	\$150,728.77
Environmental & Regulatory Compliance Specialist	\$110,629.44	-	\$145,620.18
Executive Assistant*	\$90,797.78	-	\$110,365.66
Financial Analyst I	\$80,798.17	-	\$106,354.00
Financial Analyst II	\$89,234.70	-	\$117,459.90
Housing & Neigh Svcs Manager	\$110,947.32	-	\$146,045.97
Human Resources Analyst I	\$86,533.46	-	\$113,915.56
Human Resources Analyst II	\$95,565.98	-	\$125,786.77
Human Resources Assistant*	\$61,641.75	-	\$74,923.39
Human Resources Technician*	\$74,763.43	-	\$90,880.83
Information System Analyst	\$109,586.90	-	\$144,248.65
Information Technology Manager	\$130,271.89	-	\$171,485.41
Management Analyst**	\$114,725.52		\$160,650.64
Principal Civil Engineer	\$136,909.93	-	\$178,063.79
Principal Planner**	\$141,157.38	-	\$170,963.52
Purchasing Agent	\$113,026.26	-	\$145,772.25
Recreation Services Supervisor	\$107,969.13	-	\$142,101.45
Senior Accountant	\$100,447.05	-	\$132,210.45
Senior Administrative Analyst	\$110,947.32	-	\$146,045.97
Senior Executive Assistant**	\$95,565.98		\$125,786.77
Senior HR Analyst	\$103,589.29	-	\$136,354.59
Senior Planner	\$129,404.52	-	\$157,296.34
Senior Information Analyst/Developer	\$115,355.39	-	\$151,842.60
Video Media Specialist	\$89,234.70	-	\$117,459.90
*=Non-Exempt Status ** = New Classifications Approved on 06/11/19			

Appendix D – SALARY SCHEDULE			
3% Salary Increase			
Effective July 3, 2022			
Job Classification	Annual Salary		
Administrative Analyst I	\$89,129.46	-	\$117,333.02
Administrative Analyst II	\$98,432.96	-	\$129,560.37
Administrative Assistant*	\$85,031.79	-	\$103,356.24
Budget Manager	\$115,623.95	-	\$152,194.55
Building Inspection Manager	\$135,349.64	-	\$164,519.79
Buyer	\$88,321.61	-	\$116,258.30
Crime Analyst	\$106,696.37	-	\$140,445.22
Deputy City Clerk	\$101,597.78	-	\$123,492.78
Economic Development Coordinator	\$112,114.25	-	\$139,020.20
Economic Development Specialist	\$106,766.55	-	\$128,877.83
Emergency Services Coordinator	\$117,959.54	-	\$155,250.64
Environmental & Regulatory Compliance Specialist	\$113,948.32	-	\$149,988.79
Executive Assistant*	\$93,521.71	-	\$113,676.63
Financial Analyst I	\$83,222.11	-	\$109,544.62
Financial Analyst II	\$91,911.74	-	\$120,983.70
Housing & Neigh Svcs Manager	\$114,275.74	-	\$150,427.35
Human Resources Analyst I	\$89,129.46	-	\$117,333.02
Human Resources Analyst II	\$98,432.96	-	\$129,560.37
Human Resources Assistant*	\$63,491.00	-	\$77,171.09
Human Resources Technician*	\$77,006.33	-	\$93,607.26
Information System Analyst	\$112,874.50	-	\$148,576.11
Information Technology Manager	\$134,180.04	-	\$176,629.97
Management Analyst**	\$118,167.29		\$165,470.16
Principal Civil Engineer	\$141,017.22	-	\$183,405.71
Principal Planner**	\$145,392.10	-	\$176,092.43
Purchasing Agent	\$116,417.04	-	\$150,145.42
Recreation Services Supervisor	\$111,208.21	-	\$146,364.49
Senior Accountant	\$103,460.46	-	\$136,176.77
Senior Administrative Analyst	\$114,275.74	-	\$150,427.35
Senior Executive Assistant**	\$98,432.96		\$129,560.37
Senior HR Analyst	\$106,696.97	-	\$140,445.22
Senior Planner	\$133,286.65	-	\$162,015.23
Senior Information Analyst/Developer	\$118,816.05	-	\$156,397.88
Video Media Specialist	\$91,911.74	-	\$120,983.70
* = Non-Exempt Status ** = New Classifications Approved on 06/11/19			

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADOPTING THE MEMORANDUM OF UNDERSTANDING WITH THE MILPITAS PROFESSIONAL TECHNICAL UNIT, AN AFFILIATE OF LIUNA/UPEC LOCAL 792, FOR THE PERIOD OF JULY 1, 2019, THROUGH JUNE 30, 2023

WHEREAS, the most recent Memorandum of Understanding (MOU) between the Professional Technical (ProTech) Unit, an affiliate of LIUNA/UPEC Local 792, and the City of Milpitas covered the period of July 1, 2019 through June 30, 2023; and

WHEREAS; representatives of ProTech and UPEC Local 792 and the City of Milpitas met in good faith and negotiated a successor MOU; and

WHEREAS, the new MOU between ProTech and the City of Milpitas shall be effective July 1, 2019, through June 30, 2023, a copy of which is attached as "**Exhibit A**."

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The MOU between the Professional Technical Unit and the City of Milpitas, attached hereto as **Exhibit A**, is hereby approved and the City Representatives are hereby authorized to execute it.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

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

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

**MEMORANDUM
OF
UNDERSTANDING**

July 1, 2019– June 30, 2023

EXHIBIT A

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

July 1, 2019 – June 30, 2023

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

The term of this MOU is from July 1, 2019 through June 30, 2023. This Memorandum of Understanding shall apply to represented permanent and probationary employees hereafter referred to as "employee(s)" unless otherwise specifically indicated, assigned to those classes listed in the salary schedule set forth in Appendix "A" attached hereto. When classes are created which the City determines fall under the representation of the Union, this Understanding shall also apply.

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

SECTION 1.00 - EMPLOYEE RIGHTS

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

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

1.02 Maintenance of Membership:

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

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

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

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

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

- 1.05.1 In accordance with A.B. 119 (2017), every one (1) month, the City shall remit all sums deducted to the Union. The City will share with ProTech the following information related to newly hired employees: the name, job title, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of all employees within 30 days of the new hire and will provide an accumulated total annual amount deducted per employee.

- 1.05.2 The City will notify the Labor Relations Representative of new hire orientations, so that the Union Representative may attend the orientation.

SECTION 2.00 - CITY RIGHTS

- 2.01 The City continues to possess exclusively the rights listed below, plus all other rights to which by law the City is entitled. These rights may not be abridged or modified in any way, except by formal legislative action by the City Council (i.e., resolution or ordinance). The City has the right and may exercise its discretion:
- 2.02.1 To determine the mission of all constituent departments, commissions and boards;
 - 2.02.2 To set standards of service;
 - 2.02.3 To determine the appropriate levels of City services, except where defined in the MOU;
 - 2.02.4 To take disciplinary action for just cause;
 - 2.02.5 To determine the procedures and standards of selection for employment and the content of job classifications.
 - 2.02.6 To organize and reorganize its departments and affairs, and to otherwise exercise complete control and discretion over its organization;
 - 2.02.7 To relieve its employees from duty because of lack of work or other legitimate reasons;
 - 2.02.8 To employ any appropriate means or method to maintain the efficiency of governmental operations and administration;
 - 2.02.9 To determine the methods, means and personnel by which government operations are to be conducted;
 - 2.02.10 To determine when an emergency exists and to take all necessary action to carry out its mission in emergencies, including recalling and deploying off-duty personnel and requiring that employees work overtime;
 - 2.02.11 To exercise complete control and discretion over its organization and technology;
 - 2.02.12 Except in case of emergency the City shall give written notice (30 days in advance of any contract with third parties which shall result in the lay-off, demotion, or transfer of any employee represented by the union) and shall meet and confer with the union regarding the same upon reasonable written notice;
 - 2.02.13 To direct employees, make assignments and require overtime work;
 - 2.02.14 To transfer or reassign employees, as outlined in the MOU;

- 2.02.15 To layoff employees by position as result of: elimination of positions through City Council resolution; lack of work; budgetary considerations (including without limitation lack of funds or revenue downturn); reorganization; or other related reasons;
- 2.02.16 Any agreement between the City and the Union evidenced by a Memorandum of Understanding pursuant to Government Code Section 3500 et. seq. shall take precedence over any of the above enumerated employee and management rights; and that such a Memorandum of Understanding shall be honored in good faith during the life of this contract.
- 2.02.17 Any violation of the policies and procedures created by this MOU may be subject to disciplinary action as defined by this MOU.
- 2.02.18 The parties acknowledge that the City shall have the right to amend its personnel rules and regulations, personnel ordinances and resolutions, and employer-employee relations resolution during the term of the Memorandum of Understanding such rules and policies may be implemented after meeting and consulting, as appropriate, under the Meyers-Milias-Brown Act.

SECTION 3.00 - ADVANCE NOTICE AND APPEALS PROCEDURE

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

SECTION 4.00 - DISCIPLINARY ACTION

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

- 4.01 Grounds for Discipline: Discipline may be imposed for just cause, including without limitation for the following grounds:
 - 4.01.1 Fraud in securing appointment or falsification concerning records, fellow employees, or work performed;
 - 4.01.2 Failure to perform satisfactorily the duties and responsibilities of an employee's position;
 - 4.01.3 Neglect of duty;
 - 4.01.4 Insubordination;
 - 4.01.5 Reporting for or performing duty under impairment as a result of alcohol and/or drug use;

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

- 4.02.3 Any employee notified pursuant to 4.02.1 above who desires an opportunity to respond may do so by appearing at the appointed place and time. Said response may be oral or in writing. The employee is not entitled to an evidentiary hearing, and the sole purpose of the meeting shall be to hear the response of the employee to the charges. The employee shall be entitled to representation, but shall not be entitled to present witnesses, unless the City determines that the presentation of witnesses is necessary.
 - 4.02.4 In the event that the employee is unable to respond to the charges within the time permitted, and demonstrates the reasonableness of a continuance, the City may grant a continuance.
 - 4.02.5 As soon as practical after the employee has had an opportunity to present a response, the City will notify the employee and the Union in writing of the nature and extent of the discipline, if any, and the time of commencement thereof. Said notification will also advise the employee of any right of appeal.
 - 4.02.6 For the purposes of the application of the procedures outlined in sections 4.02.1 through 4.02.5, a disciplinary action shall be defined as a suspension from work, or an equivalent reduction in salary, demotion or discharge.
- 4.03 Disciplinary Action
- 4.03.1 Written Reprimand: Repeated violations or more severe misbehavior may require a more formal response by the supervisor to the employee. In this case the employee is provided with a written memorandum which outlines the violations being addressed and the expected actions to be taken by the employee in response to the memorandum. The written reprimand contains an indication of subsequent disciplinary steps to be taken in the event that the employee fails to respond appropriately. A copy of the written reprimand shall be placed in the employee's official personnel record.
 - 4.03.2 The Human Resources Director shall remove a letter of reprimand from a personnel file based upon a written request submitted by the employee provided there has been no additional disciplinary actions during the subsequent thirty-six (36) months.
 - 4.03.3 Suspension: In the event of more severe or repeated violations, the employee may be relieved of duty by the City for a specified period of time without pay. Such suspension shall not exceed thirty (30) calendar days and shall be subject to the procedures outlined in sections 4.02.
 - 4.03.4 Reduction in Salary Range: In the event of more severe or repeated violations, the employee's salary may be reduced by the City within the range for the position held. Such reduction in salary shall be subject to the procedure outlined in Section 4.02 Reduction shall be made on a permanent or temporary basis.
 - 4.03.5 Involuntary Demotion: In the event of more severe or repeated violations, the

employee may be reduced in rank and pay by the City. Such demotion shall be in conformance with Section 4.02. Demotions shall be made on a permanent or temporary basis.

- 4.03.6 Termination of Employment: The City may terminate the employment of an employee for more severe or repeated violations of the City or Department rules, regulations, policies or procedures. Such termination shall be in conformance with Section 4.02.
- 4.04 Appeal of Discipline: An employee subject to disciplinary action as defined in section 4.02.6 may appeal the discipline pursuant to the grievance and arbitration process outlined in Section 8.00 of this MOU.

SECTION 5.00 - LAYOFF

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

SECTION 6.00 - RESIGNATION

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

SECTION 7.00 - OTHER EMPLOYMENT

- 7.01 Employees may engage in other employment or business activity that does not conflict with the Employee's duties.
- 7.02 An employee's outside employment, activity or enterprise may be prohibited if it:
 - 7.02.1 Involves the use for private gain or advantage of City time, facilities, equipment and supplies; or the badge, uniform, prestige or influence of the City office or employment.

- 7.02.2 Involves receipt or acceptance by the Employee of any money or other consideration from anyone other than the City for the performance of an act which the Employee, if not performing such act, would be required or expected to render in the regular course of hours of City employment or as a part of regular duties.
 - 7.02.3 Involves the performance of an act, which may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other Employee of the City, or has the potential for creating a conflict of interest.
 - 7.02.4 Involves such time demands as would reduce the Employee's efficiency or safe operation of equipment, such as sleep deprivation or physical exhaustion prior to start of employees shift. In no case shall the employee conduct non city business during City work hours.
- 7.03 Employees must obtain approval from their Department Head and the Human Resources Director of other employment or business activities in writing prior to engaging in such activities. Disapproval of other employment may be appealed to the City Manager whose decision shall be final. Other employment notices shall be kept in the Employee's personnel file and maintained according to Personnel Rules Section 11.00.
- 7.04 Employees who engage in outside employment that is in conflict with their duties or who intentionally fail to submit a timely notice to engage in outside employment shall be subject to disciplinary action.

SECTION 8.00 – GRIEVANCE PROCEDURE

8.01. Definition

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

8.02 General Provisions

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

The written grievance shall include:

- (a) A description of the specific facts and grounds upon which the grievance is based including names, dates, and places necessary for a complete understanding of the grievance;
- (b) A specific explanation of how the grievant has been adversely affected;
- (c) Listing of the provisions of the MOU which are alleged to have been violated;
- (d) A listing of specific actions requested by the grievant of the City which will remedy the grievance, including a specific dollar amount, and the basis for the dollar amount, of any alleged damages at issue, provided the employee has access to relevant financial data;
- (d) A statement declaring self-representation or the selection of representation by the Association for said grievance;
- (e) The printed name and signature of the grievant;
- (f) The name, address and telephone number of the person(s) to whom notices may be sent regarding the grievance; and
- (g) Date of grievance.

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

8.03.3 Informal Resolution

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

8.03.4 Level I – Department Head

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

8.03.5 Level II – Human Resources Director

If the employee is not in agreement with the decision rendered by the Department Head, he/she shall have the right to file a formal written appeal to the Human Resources Director within ten (10) working days after the date a decision has been

rendered at Level I. This appeal shall include a copy of the written grievance, the grievant's appeal to Level I, and any written response(s) provided by the City during the prior steps of the grievance process. The appeal shall contain an explanation why the grievant believes the decision at Level I was unsatisfactory. The Human Resources Director shall consider the grievance, and submit a written response within fifteen (15) working days.

8.03.6 Level III – City Manager

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

8.03.7 Level IV– Arbitration

- (a) If the matter is subject to arbitration as defined herein, and the grievant is not satisfied with the decision of the City Manager, the grievant may within fifteen (15) working days of the date of the decision submit a request in writing to the Human Resources Director that the grievance be submitted to arbitration. The grievant and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances involving public employees. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.
- (b) If either the City or the grievant so requests, an arbitrator shall hear the merits of any issue raised regarding arbitrability of a grievance first. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. If the issue of arbitrability is heard by an arbitrator and the arbitrator decides the underlying dispute is arbitrable, a different arbitrator shall hear the merits of the underlying grievance, if the City or the union so requests.
- (c) The arbitrator shall, as soon as possible, hear evidence and render a decision on the issues or issues. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. A certified court reporter shall record the entire arbitration hearing unless the parties mutually agree otherwise.
- (d) The jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the

express provision or provisions of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City to do an act prohibited by law.

- (e) Arbitrators shall have no authority to award back pay or other monetary relief extending more than forty (40) days prior to submission of the initial written grievance except in cases of grievance claims for incorrect pay.
- (f) After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit written findings and a decision, which is final and binding on all parties.
- (g) The fees and expenses of the arbitrator and the certified court reporter shall be shared equally by the City and the grievant, or employee organization, if the employee organization represents the grievant at the arbitration. Financial responsibility shall be confirmed prior to selection of an arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. A party requesting a transcript shall bear the cost thereof; or if each party receives a copy the cost will be shared equally.
- (h) This grievance procedure is the exclusive remedy to resolve disputes as described herein.

SECTION 9.00 - ANNUAL VACATION LEAVE

9.01 All employees shall be entitled to paid annual vacation leave beginning at the end of the first six months of service with the City. However, vacation credits shall be accrued beginning with the date of initial appointment. Vacation is earned on an hourly basis. A day is defined as eight (8) work hours.

9.01.1 During the first through fourth years of service, vacation shall be computed at the rate of 11 working days per year.

9.01.2 From the fifth year of employment through the ninth year of employment, all covered employees shall accrue 16 prorated days of vacation leave for each year of service.

9.01.3 From the tenth year of employment through the fourteenth year of employment, all covered employees shall accrue 21 prorated days of vacation leave credit for each year of service.

9.01.4 From the fifteenth year of employment through the nineteenth year of employment, all covered employees shall accrue 26 prorated days of vacation leave credit for each year of service.

9.01.5 From the twentieth year of employment, all covered employees shall accrue 31 prorated days of vacation leave credit for each year of service.

9.02 Employees who work less than full time shall earn vacation credits on a pro-rated basis.

- 9.03 Each employee shall be required to have served the equivalent of one year of continuous service in the City in order to be eligible for the employee's full annual vacation leave, provided however, that after six months of continuous service the employee may be permitted to take vacation leave not to exceed forty (40) work hours.
- 9.04 The times during a calendar year at which an employee may take vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the municipal service. If the requirements of the municipal service are such that an employee must defer part or all of his/her annual vacation in a particular calendar year, the appointing power shall permit the employee to take such deferred vacation during the following calendar year or allow the employee to cash out said vacation at his/her option, to the extent of the deferred portion.
- 9.05 On the last day of the pay period that includes December 31 in 2019 (going forward effective June 1st 2020), no employee may accumulate and carry-over a vacation balance in excess of 260 work-hours, without the express approval of the City Manager or designee. On the first full pay period after December 31, 2019 and then going forward June 1st, any hours above 260 will be cashed out. No employee shall be allowed to be on paid leave for a period of over three-hundred and twenty (320) consecutive work hours.
- 9.06 In the event one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave.
- 9.07 Upon separation from the service for any reason, an employee shall be compensated for all accrued vacation leave.
- 9.08 On or about December 1 of each year, each Department Head may circulate a vacation roster for the forthcoming calendar year. Employees are then encouraged to indicate vacation choices. On or about January 1 of each calendar year, the Department Head shall notify employees of the approved vacation calendar for the year. Approval shall be granted after the supervisor and Department Head give consideration to the employee's wishes and the needs of the City. Employees may change vacation dates with the approval of the Department Head. In the event the needs of the City necessitate canceling of vacation scheduled for a minimum of 90 days in advance, which results in a financial loss to an employee, the City shall reimburse the employee the full amount of loss provided the employee demonstrates the impossibility of obtaining a refund and can document the amount of loss.
- 9.09 Each fiscal year, an employee may elect to cash out a maximum of forty (40) hours of accrued vacation, and an employee whose annual vacation balance exceeds one hundred and twenty (120) hours may elect to cash out a maximum of eighty (80) hours as follows:
- 9.09.1 The employee uses at least one full workday of paid vacation leave. Vacation cash-outs must be requested in advance and are contingent upon having an approved vacation leave within thirty (30) days, either before or after; or
- 9.09.2 Requests for cash-outs in accordance to Section 9.09 must be submitted to Finance for payment in June by May 31st or in December by November 30th of each year.

SECTION 10.00 - SICK LEAVE

- 10.01 Employees shall be granted paid sick leave credits beginning with date of original employment at the prorated rate of 12 days for each year of service. Employees become eligible to take accrued sick leave upon completion of one full month of continuous service. Employees may use CTO in lieu of sick leave. Sick leave shall not be considered as a privilege, which an employee may use at the employee's discretion, but shall be allowed only in case of necessity and actual sickness or disability. Medical or dental appointments may be charged against sick leave, but shall be limited to a maximum of four (4) hours per appointment and should be scheduled and approved in advance. Approval of sick leave for appointments in excess of four (4) hours are subject to the discretion of the Division Head. The City Manager shall direct and enforce such administrative control as may be necessary to prevent abuse of sick leave privilege.
- 10.02 Employees who work less than full-time shall earn sick leave on a pro-rated basis.
- 10.03 For employees hired on or before July 17, 1999, the City agrees to pay an employee who is separating from the City in good standing with at least five (5) years of service an amount equal to 2-1/2% per year of service for unused accrued sick leave. The pay-out formula shall be: 2.5% x years of service x highest hourly rate x sick leave hours accrued. Good standing shall be based on the employee's overall work record and the decision of the Human Resources Director. (See Sections 22.04 and 22.04.1.)
- 10.03.1 For employees hired on or before July 17, 1999, each November, an employee with five or more years of service may elect to cash out accrued sick leave. Payout shall be in accordance with appropriate pay out formulas described in section 10.03. However, the maximum annual amount shall not exceed 50% of employee's sick leave balance. Employees eligible for this benefit shall at all times maintain a sick leave balance of at least 240 hours.
- 10.04 The City agrees to provide PERS Credit for Unused Sick Leave provision (20965). See MOU Section 22.04.1.

SECTION 11.00 - FAMILY LEAVE

- 11.01 Employees having available sick leave to their credit may draw upon such sick leave for family medical purposes when a member in the employee's immediate family is involved.
- 11.01.1 As defined for the purpose of this section, family medical purposes shall be construed to mean illness, accident, medical appointments or other related occurrences.
- 11.01.2 Spouse shall include registered domestic partner.
- 11.01.3 Immediate family is defined to include: spouse, parent, child, sibling, grandparent, grandchild, domestic partner, and foster children (including step, adoptive, or in-law relatives).
- 11.01.4 Each employee shall be allowed to use a maximum of eighty (80) hours of accrued sick leave per calendar year for this purpose. Additional leave may be granted in unusual circumstances by the Human Resources Director.

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

SECTION 12.00 - COMPASSIONATE LEAVE

- 12.01 The City agrees to provide compassionate leave when death occurs to a member of the employee's immediate family not to exceed one week (40 hours).
- 12.02 Immediate family is defined to include: spouse, parent, child, sibling, grandparent, grandchild, domestic partner, and foster children (including step, adoptive, or in-law relatives).
- 12.03 Salary paid during this leave is not deducted from any leave balance. Additional leave may be granted in special circumstances by the City Manager or designee.
- 12.04 In special circumstances, the City Manager or designee may allow an employee to utilize compassionate leave for individuals who are not members of the employee's immediate family.

SECTION 13.00 - MILITARY LEAVE

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

SECTION 14.00 - LEAVE OF ABSENCE

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

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

SECTION 15.00 - JURY LEAVE

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

SECTION 16.00 – WORKERS’ COMPENSATION LEAVE

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

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

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

Any employee sustaining such injury or disability may be entitled to compensation to the extent provided by the State Workers' Compensation Insurance Act. An employee who has exhausted eligible workers' compensation leave shall receive full salary to the extent the employee's accrued sick leave or vacation time may be integrated.

- 16.03 An Employee returning from a work-related injury shall be reinstated to the position occupied at the time the injury occurred subject to written release by the attending physician.

- 16.04 Injured Employees designated Maximum Medical Improvement (MMI) or accepted into a Supplemental Job Displacement Plan and unable to return to their prior occupations may be involuntarily terminated or retired.
- 16.05 The City is currently developing a policy on the subject of light duty. ProTech agrees to meet and confer with the City during the term of the MOU regarding the policy.

SECTION 17.00 - OVERTIME

- 17.01 Employees who work more than a standard forty (40) hour workweek shall be compensated as follows:
 - 17.01.1 All overtime shall be compensated at the rate of time and one-half pay or the equivalent in compensatory time off (CTO) in lieu of overtime pay.
 - 17.01.2 In the event the City requires the employee to work overtime, overtime pay or accrual of CTO shall be at the discretion of the employee. However, the determination as to whether overtime pay or CTO shall be taken must be made by the employee at the time the "Request for Additional Pay" form is submitted to the supervisor for signature. Usage of CTO shall be scheduled at the convenience of the City and may be used in the same manner as vacation leave.
 - 17.01.3 A minimum of three hours pay or its equivalent in compensatory time off, at the rate of time and one-half, to be taken at the convenience of the city shall be guaranteed for any employee who, after leaving the employee's place of duty, is required to return to work.
 - 17.01.4 Employees who work less than eight (8) minutes beyond their normal work hours shall not receive overtime.
 - 17.01.5 Overtime occurring on a paid City holiday shall result in pay or CTO at the rate of time and one half in addition to base pay.
 - 17.01.6 CTO may be accrued by the employee throughout the year. However, the accrued hours may not exceed one hundred and sixty hours (160) as of the last day of the pay period that includes December 1st, 2019 and going forward June 1st. Hours in excess of one hundred and sixty (160) hours on that date shall be paid to the employee in the following paycheck so the employee's CTO accrual bank is reduced to one hundred and sixty (160) hours.
 - 17.01.7 Any paid accrued leave, specifically sick leave, vacation leave, compensation leave, or compensatory time off, taken by an employee during any work week shall be counted as hours worked for the purpose of calculating overtime.
 - 17.01.8 If a Building Inspector, Public Works Inspector or Housing and Neighborhood Specialist is required to work overtime which extends past 12:00 a.m., the employee will not be required to report to their next regular scheduled shift until eight (8) hours after the completion of the overtime. The employee shall be paid from the beginning of their regular scheduled shift.

SECTION 18.00 - HOLIDAYS

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

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

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

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

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

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

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

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

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

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

SECTION 19.00 – TRAINING

- 19.01 If an employee is directed to participate in a training program, which is related to their job, the City shall provide compensation for the following:
- 19.01.1 Regular wages for time away from the job (if during working hours);
 - 19.01.2 Overtime or compensatory time off whenever an employee’s combined training time and work time exceeds forty (40) hours in a workweek;
 - 19.01.3 Cost of tuition and/or registration for the training;
 - 19.01.4 Reimbursement for authorized transportation cost to and from the training. (i.e., mileage reimbursement if an employee uses their personal automobile as allowed by the City. However, if employees car-pool to a training session, only the employee who is the owner of the automobile shall be entitled to mileage reimbursement).
- 19.02 Participation in and successful completion of training course may be considered in making employment advancements and promotions.

SECTION 20.00 - ATTENDANCE

20.01 General

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

20.02 Unauthorized Absence

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

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

20.03 Breaks

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

20.04 Responsibility to Maintain Service

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

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

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

20.05 Limitations for Breaks

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

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

SECTION 21.00 - PAY PLAN

21.01 Advancement shall be based on satisfactory performance and increased service value of an employee to the City as exemplified by the recommendations of the supervising official, length of service, performance record, special training undertaken or other pertinent evidence. No salary advancement shall be made so as to exceed the maximum rate established in the pay plan for the class of to which the advanced employee's position is allocated.

21.02 In administering the Pay Plan, the following rules shall be observed:

21.02.1 Step "A" is the minimum rate for a position and shall be the hiring rate for said position. Initial appointment at a rate higher than Step "A" may be made in the case of an unusually well qualified person or where other special conditions warrant, but only with prior approval of the City Manager.

21.02.2 Step "B" represents an incentive adjustment. An employee shall be eligible for Step "B" only after completion of one year from the date of employment on recommendation from the Department Head and approval of the City Manager.

21.02.3 Step "C" represents the rate at which a qualified and experienced employee should be paid after a reasonable period of service. An employee shall become eligible for Step "C" only after he/she has proven himself/herself satisfactory in the given classification for a period of at least one year after completion of his/her probationary period, upon recommendation of the Department Head and approval of the City Manager.

21.02.4 Step "D" represents an incentive adjustment for satisfactory performance and increased effectiveness. An employee shall become eligible for Step "D" after completion of one year at Step "C" upon recommendation of the Department Head and approval of the City Manager.

- 21.02.5 Step "E" represents an incentive adjustment for increasingly satisfactory performance. An employee shall be eligible for Step "E" after completion of one year at Step "D" upon recommendation of the Department Head and approval of the City Manager.
- 21.02.6 Employees who have demonstrated outstanding ability may be advanced to the next higher step prior to completion of one year's service at the current step upon recommendation of the Department Head and approval of the City Manager.
- 21.03 Performance Appraisal Review - Performance appraisals are an important personnel tool, and the City should endeavor to make them promptly.
- 21.04 The City shall evaluate employee's annually from their date of hire or the date they entered their classification. The classification date shall supersede the hire date. In any case, an employee must be evaluated at the completion of probation, be it initial, or as a result of promotion. Effective September 1, 1995, if an employee does not receive a performance appraisal on the date it is due and is not at the top step of the salary range for his/her classification, the Human Resources Department shall process the forms necessary to advance the employee to the next step in the pay range effective the first pay period following the anniversary date. Supervisors must complete a Performance Appraisal Review on a timely basis if they intend to withhold a step advancement for the employee.
- If a supervisor subsequently finds that the employee was entitled to a step increase (under this Section) as of that due date, and did not receive it, the step increase shall become effective retroactively as of the due date of the performance appraisal.
- If an employee does not receive a performance appraisal within 30 working days after it is due the employee shall have the right to file a grievance. The contents of the "PAR" are not grievable. Grievances are to be conducted under the rules of Section 8.00 of this MOU.
- 21.05 Salary Following Promotion
- Employees receiving a promotion shall receive at least a 5% increase in salary unless limited by the maximum salary range.
- 21.06 In the event an employee receives overpayment by the City, the employee shall reimburse the City for the total overpayment. Typically, such repayment shall occur over a schedule equal to the amount of time over which the overpayment occurred, and the City may obtain reimbursement by payroll deduction. However, at the employee's request, the City may extend such repayment over a longer period, to be determined by mutual agreement of the employee and the Finance Director.
- 21.07 "Y" Rate Policy: Whenever an employee would sustain an actual decrease in salary as a result of downward reclassification or reorganization within an existing department unit, without fault or inability on the part of the employee, the City Council shall adopt a "Y" rate to apply only to the employee so affected. A "Y" rate is defined as a monthly salary rate for an individual employee, which is greater than the established range for the employee's class. An employee for whom a "Y" rate is established shall not receive any increase in salary until such time as the employee's

rate of compensation is within the established range for the employee's class. An employee who accepts a reassignment to a lower paid position in-lieu of layoff, shall not be "Y" rated.

SECTION 22.00 - RETIREMENT PLAN

- 22.01 The City will provide the 2% @ 62 CalPERS retirement plan based on the highest 3 year annual average pensionable compensation, depending on the eligibility of the new hires, for employees hired on or after January 1, 2013. Employee shall be responsible for the employee portion of the contribution to PERS retirement.
- 22.02 The City will provide the 2% @ 60 CalPERS retirement plan based on the highest 3 year annual average pensionable compensation to all new hires (Section 20475: Different Level of Benefits Provided for New Employees) hired on or after October 9, 2011 the date that the PERS ordinance was adopted by the City Council. Employees shall be responsible for the employee portion of the contribution to PERS retirement.
- 22.03 For employees hired before October 9, 2011, the City agrees to continue the 2.7% @ 55 Public Employees' Retirement System (PERS) retirement benefit for the term of this contract, including the final year compensation amendment and 1959 Survivors Benefit in full force and effect.

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

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

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

- 22.04 Upon retirement, disability retirement, or death, for those employees who were hired on or before July 17, 1999, and who had at least five (5) years of service, the City shall pay the separating employee or his or her estate, for unused accrued sick leave. The amount paid shall be equal to 2.5% per year of service for unused accrued sick leave. The pay-out formula shall be: 2.5% x years of service x highest hourly rate x sick leave hours accrued.
- 22.04.1 Upon retiring with PERS, all employees shall be eligible for the PERS Credit for Unused Sick Leave provision (20965) of the City's PERS Retirement plan. Employees hired on or before July 17, 1999, may elect either the payout formula in Section 10.03 or the PERS Credit for Unused Sick Leave plan.
- 22.05 For the purpose of this section, an employee who is retiring is one who has submitted an application for retirement to the Public Employees Retirement System (PERS).
- 22.06 Retiree Medical
- 22.06.1 For permanent employees hired before July 1, 1995, and retired between July 1, 1990 and September 1, 2002, who had at least five (5) years of service in the City of

Milpitas, the City agrees to pay any single, medical premium rate, as long as the retiree maintains enrollment in one of the eligible health plans.

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

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

- (a) Upon completion of the fifth through the ninth year of service with the City of Milpitas, and upon retirement, the City shall provide 25% of the medical insurance premium payment for the employee only, as long as the employee remains in one of the City sponsored eligible health care programs.
- (b) Upon completion of the ninth year, this payment of the retiree's medical insurance shall increase to 50%.
- (c) Upon completion of the fourteenth year, this payment of the retiree's medical insurance shall increase to 75%.
- (d) Upon completion of the nineteenth year, this payment of the retiree's medical insurance shall increase to 100%.
- (e) Once any retiree becomes Medicare eligible, City shall pay up to the appropriate Medicare rate per the above sections.
- (f) Retirees may elect to continue coverage for a dependent under the retiree dependent health care fund provided that the dependent is covered by the group plan at the time the employee retires and maintains enrollment as set forth in Section 22.06.2.

22.07 Retiree Dependent Health Care

22.07.1 The Retiree Dependent Health Care Fund

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

The City will annually present a report to the ProTech president indicating the City's annual contribution, the total dollars in the Fund, and a brief description of how and the extent to which the 1% was used in the previous fiscal year to pay for the

medical premiums of retirees' dependents. The City will use this report to set retiree dependent contribution rates. The City will also prepare projections for the following fiscal year for contributions and expenditures. The Human Resources Director and ProTech president will meet to discuss corrective measures so the fund does not deplete or end with a negative balance before the next year's contributions is due.

22.07.2 Contributions From the Fund toward Retiree Dependent Premiums

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

- (a) For permanent ProTech employees hired before July 1, 1995, and retired on or after December 5, 2006 (City Council adoption), who have at least five (5) years of full-time or equivalent service with the City of Milpitas, the City agrees to pay from the Fund up to the family medical premium rate (at a rate no higher than any family plan paid by the City for active employees), as long as the retiree maintains enrollment in one of the eligible health plans.
- (b) For permanent ProTech employees hired on or after July 1, 1995, and retired on or after December 5, 2006 (City Council adoption), who have at least five (5) years of full-time or equivalent service with the City of Milpitas; the City agrees to pay from the Fund up to the family medical premium rate (at a rate no higher than any family plan paid by the City for active employees), as long as the retiree maintains enrollment in one of the eligible health plans and shall be subject to the following provisions with respect to the retirement benefits:
 - (1) Upon completion of the fifth through the ninth year of service, and upon retirement, the City agrees to provide 25% of the medical insurance premium payment from the Fund for the retiree dependent, as long as the employee remains in one of the City sponsored eligible health care programs.
 - (2) Upon completion of the ninth year, this payment of the retiree's dependent medical insurance shall increase to 50%.
 - (3) Upon completion of the fourteenth year, this payment of the retiree's dependent medical insurance shall increase to 75%.
 - (4) Upon completion of the nineteenth year, this payment of the retiree's dependent medical insurance shall increase to 100%.
 - (5) Once any dependent becomes Medicare eligible, the City agrees to pay from the Fund up to the appropriate Medicare rate per the above sections.

22.07.3 In no case will the City be required to place funds in the Fund above the 1% of payroll with benefits amount. If funds are depleted before the next year's City contribution is due, dependent medical premiums will be the responsibility of the retiree and/or dependent. If less than 1% of payroll with benefits is used in a given

year for the medical premiums of retirees' dependents, the remainder shall remain in the Fund and may be used in future years to supplement the City's annual 1% of payroll with benefits contribution if this contribution is insufficient in a given year to make all the payments set forth in 22.06.2 above.

SECTION 23.00 - BENEFITS

- 23.01 The City shall provide active employees the CalPERS medical insurance for health benefits. The total monthly health benefit per employee shall be based on the Kaiser rates for employee, employee + 1, and family plan. Only employees who have eligible dependents shall be compensated above the single rate plans.
- 23.01.1 The City reserves the right to discontinue offering any of the medical plans due to any of the following:
- (a) The plan imposes exorbitant costs upon the City;
 - (b) The health care carrier refuses to provide services to the City;
 - (c) The health care provider no longer offers the services; or
 - (d) The health plan is discontinued.
- 23.01.2 If the City discontinues use of CalPERS health care, to the extent possible, the City will provide similar services.
- 23.01.3 The City will provide a life insurance policy in the amount of \$50,000.00 for each full-time member of the Association.
- 23.01.4 The City shall provide a Short Term Disability Plan with the current benefit level for the term of Agreement.
- 23.01.5 The City shall provide a Long Term disability with the current benefit level for the term of Agreement.
- 23.01.6 Payroll deductions for benefit costs above the City benefit contribution shall be permitted, provided that the City shall not assume unreasonable administrative costs.
- 23.01.7 Employees who are covered as an eligible dependent under another health insurance plan may waive health coverage and receive a total of one hundred and twenty-five dollars (\$125.00) per month, pro-rated over twenty-six (26) pay periods. Employees who wish to waive health insurance coverage must complete the City of Milpitas' "Health Insurance Waiver" indicating they agree to abide by the terms and conditions of the waiver.
- 23.01.8 ProTech agrees to discuss a "cafeteria style" benefit plan upon request of the City.
- 23.01.9 Effective February 4, 2015, the City will pay seventy-five dollars (\$75) per month toward deferred compensation for each member. The City's payments will be pro-rated over twenty-six (26) pay periods per year.
- 23.02 Benefit Contribution – Regular Part-Time Employees: The City agrees to contribute monthly premiums for medical, dental and life insurance in an amount to reflect hours budgeted, pro-rated

against the amount contributed for full time employees. For example, half-time employees may elect to take any or all of the benefits and the City and the employee will both pay 50% or half of the elected benefit cost(s). The City agrees to provide short-term disability and long-term disability insurance benefits, at the current benefit level for the term of Agreement.

SECTION 24.00 – TEMPORARY UPGRADE PAY/WORK OUT OF CLASS

24.01 The City agrees that upon specific written assignment by the Department Head, or the designated representative, an employee may be required to assume the duties, responsibilities, authority and accountability of a higher classification.

24.02 Employees assigned to duties of a higher class for at least sixteen (16) hours to work in an out-of-class capacity with fully upgraded duties or classification (100%) shall qualify for Temporary Upgrade Pay. Employee shall be compensated at least 5% more than their salary or at the entrance step of the range of the higher classification, whichever compensation pattern is greater except where such increase exceeds the pay range allocated to the assigned position. The employee shall be compensated at the appropriate rate retroactive to the start of the assignment.

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

Any employee who has satisfactorily served in a temporary capacity for a minimum of three months, and is selected for a permanent appointment to the same class by the appointing authority, with the Department Head with City Manager approval, may receive credit towards completion of the probationary period up to the duration of the temporary appointment.

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

SECTION 25.00 - NO DISCRIMINATION

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

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

SECTION 26.00 - SALARY

- 26.01 July 2019 Salary Schedule Increase: Effective July 7, 2019, the Salary Schedule previously in effect shall be increased by 5%. This shall be the July 2019 Salary Schedule.
- 26.02 July 2020 Salary Schedule Increase: Effective July 5, 2020, the July 2020 Salary Schedule shall be increased by 4%. This shall be the July 2020 Salary Schedule.
- 26.03 July, 2021 Salary Schedule Increase: Effective July 4, 2021, the July 2021 Salary Schedule shall be increased by 3%. This shall be the July 2021 Salary Schedule.
- 26.04 July, 2022 Salary Schedule Increase: Effective July 3, 2022, the July 2022 Salary Schedule shall be increased by 3%. This shall be the July 2022 Salary Schedule
- 26.05 The monthly salary schedules labeled Appendix "A" and attached hereto are hereby made a part of this Memorandum of Understanding.

SECTION 27.00 - BILINGUAL ASSIGNMENT

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

SECTION 28.00 - WORK SCHEDULES

- 28.01 All employees shall work a standard bi-weekly schedule of eighty (80) hours. The Department Head shall have the authority to review and as necessary modify the work schedule provided employees are given 60 day notice. In establishing the schedule, consideration shall be given to the staffing needs of the department and the concerns of the employees. It is understood and agreed, that this shall not restrict or limit the ability of the City to modify schedules to respond to emergencies or immediate service needs of the City.
- 28.02 An employee may request consideration of a flexible work schedule to meet legitimate personal needs, such as childcare, transportation, etc. The Department Head shall consider each such request, and based on the needs of the City and the employee, make a final determination.

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

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

SECTION 29.00 - HEALTH & SAFETY

- 29.01 The Risk Management & Safety Committee: The City is committed to the concept that the work place be a safe environment for all employees. In recognition of the City's and the Association's mutual interest in mitigating and/or eliminating present and future health hazards in the work place, the Risk Management & Safety Committee was created.
- 29.02 The City of Milpitas will assess the workstations of employees under the guidance of a specialist in Ergonomics. The Ergonomic specialist shall make recommendations and the City of Milpitas will act accordingly.
- 29.03 The City shall reimburse up to \$175 per employee per fiscal year towards the purchase of safety prescription eyeglasses provided that they are not fully covered by the employee's health plan. Replacement costs may be covered upon approval of the Human Resources Director if there has been a significant change in the employee's prescription or damage occurred as a result of a work-related accident.
- 29.04 The City shall reimburse employee's up to \$175 per fiscal year for eyeglasses when prescribed by a physician for use at a video display terminal, provided the glasses are not fully covered by the employee's health care plan. The employee must apply for any available insurance coverage.
- 29.05 The City shall provide up to \$200 reimbursement per employee per fiscal year for the purchase of safety shoes and accessories with the provision that said footwear meets safety guidelines set by the City.

For classifications in the Housing and Neighborhood Preservation Specialists, Plan Checkers, and Engineers series, the City shall provide up to \$200 reimbursement per employee bi-annually, on a fiscal year basis, for the purchase of safety shoes and accessories with the provision that said footwear meets safety guidelines set by the City.

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

SECTION 30.00 - MISCELLANEOUS

- 30.01 Working Hours: Any modification of hours of employment, which are not diminimus, shall be subject to the rules and regulations of the Meyers-Milias-Brown Act ("MMBA").
- 30.02 Replacement of Personal Articles: City may replace, within reason, personal articles damaged or stolen during performance of duty upon recommendation of the individual's immediate supervisor and Department Head. The prior condition of the article, precautions taken to protect

the article, and the exercise of proper judgment of wearing or using an expensive article on the job that has certain hazards connected with it shall be considered in determining the amount of replacement. An employee must obtain prior approval from his/her supervisor to bring in and use personal articles in the line of work.

- 30.03 Negotiations: Negotiations for a new Memorandum of Understanding shall commence three months before the end of the last contract year. 30.01 Working Hours: Any modification of hours of employment, which are not diminimus, shall be subject to the rules and regulations of the Meyers-Milias-Brown Act (“MMBA”).
- 30.04 The City shall endeavor to study the classifications and salaries of ProTech members during the term of this MOU.

SECTION 31.00 - EMPLOYEE FITNESS PROGRAM

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

SECTION 32.00 - LATERAL TRANSFERS

- 32.01 Employees shall be considered for lateral transfer subject to the following conditions:
- 32.01.1 The transfer must be recommended by both the outgoing and incoming supervisor and approved by the Department Head.
- 32.01.2 The transfer must be approved by both the outgoing and incoming Department and/or Division Head.
- 32.01.3 Probationary employees shall not be eligible for lateral transfer.
- 32.01.4 Employees who are performing “below expectations” or “unsatisfactory” shall not be considered. This shall be determined by examination of the most recent employee appraisal on file. If the appraisal on file is more than ten (10) months old, a new appraisal shall be done prior to the time the transfer is finalized.
- 32.01.5 Employees who are transferred by request between Departments or between different classifications shall be subject to a new six-month probationary period. Employees failing to complete probation following such a transfer shall be reinstated to the position from which transferred.
- 32.01.6 All vacant permanent positions shall be opened to lateral transfer within the same classification.

- 32.01.7 Written notice of a vacant permanent position shall be circulated by the Human Resources Department. The notice shall include the opening and closing dates for the acceptance of lateral transfer requests.
 - 32.01.8 A period of ten (10) working days shall be allowed during which written requests for lateral transfer must be submitted by any interested employee.
 - 32.01.9 Requests shall be reviewed and all applicants notified of their status and scheduled for an oral interview within five (5) working days of the closing date.
 - 32.01.10 Oral interviews of eligible employees shall be conducted by the hiring supervisor.
 - 32.01.11 Written notice of the results of the interview process shall be made by the hiring supervisor within five (5) working days of the last interview.
 - 32.01.12 Exceptions to the above process due to working conditions and/or the needs of the City may be approved by the Department Head.
- 32.02 Permanent employees may have a reasonable amount of time, during normal work hours, without loss of pay or accrued leave for a City of Milpitas civil service interview (lateral or promotion). Employees are required to provide at least two (2) days notice to their supervisor.
- A “reasonable” amount of time is defined as the time needed to participate in the interview by the Human Resources Department. Employees must report to work as soon as the interview ends in order to avoid charging the time in excess to accrued leave or unpaid leave.
- 32.03 To qualify for a department interview, an employee must meet the minimum qualifications listed on the job announcement, including passing any required testing, or be a lateral transfer to the position. All internal candidates who meet these requirements will be invited to participate in a departmental hiring interview.

SECTION 33.00 - MILEAGE REIMBURSEMENT

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

SECTION 34.00 - TUITION REIMBURSEMENT

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

SECTION 35.00 – CERTIFICATION PAY

- 35.01 City will provide 1% certification pay on the following certifications for positions in the classification of Building Inspector and Sr. Building Inspector:
- (a) 1% for Residential Plans Examiner Certification and
 - (b) 1% for Building Plans Examiner Certification
- 35.02 As part of the Tuition Reimbursement Program per Section 35.00 of the Pro-Tech MOU, the above certification tests will be reimbursed to full time regular employees. In addition full time regular employees will be permitted to take the certification tests during regular work hours. Employees will be compensated their regular wages if the test is taken during a regularly scheduled workday between regularly scheduled work hours, and employee is not eligible for overtime if the test exceeds the regular work day as this is a fringe benefit and not required.

SECTION 36.00 – NO STRIKE CLAUSE

- 36.01 The Union, on its own behalf and on behalf of the unit employees it represents, agrees that during the term of this MOU, and throughout all periods when there is any effort or procedure underway to arrive at a successor MOU and during any period when the law specifically prohibits strike activity, there will be no strikes, work stoppages, concerted unauthorized absences, slow-downs, or refusals to cross picket lines of any sort; and that the Local will not directly or indirectly encourage or condone such actions by unit employees, and will undertake all possible steps to cause any such actions to cease.
- 36.02 Any bargaining unit member violating this provision shall be subject to disciplinary action up to and including termination of employment.
- 36.03 This provision may be specifically enforced in any court of competent jurisdiction.

SECTION 37.00 – LIUNA NATIONAL (INDUSTRIAL) PENSION FUND

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

bargaining group or individual employee successors to contribute funds to the LIUNA National Pension Fund, or this Section 37.00 is rescinded or modified by mutual agreement.

- 37.02 It is further agreed between the Parties that all obligation to make payments to the LIUNA National Pension Fund (including the \$.56 City contribution referred to in Section 37.01 of the PRIOR MOU) for pension coverage for ProTech employees shall be paid by ProTech employees and the City will have the right to deduct the payment from ProTech employee wages and make such payments as are due directly to the LIUNA National Pension Fund. This shall include any obligation to make payments to the LIUNA National Pension Fund as now exist or increased amounts which may be imposed in the future for rehabilitation plans imposed, plan restructuring, election for “preferred” benefits under the current Rehabilitation Plan or any other reason. It is further agreed that the City as employer shall elect, if such option is available, the “preferred” payment option, allowing ProTech employees enhanced benefits, payment for which ProTech employees will be responsible, as agreed and set forth above, but with the understanding that if payments are also due for past obligations under the “preferred” plan, then ProTech employees shall be responsible for such amounts which the City may also deduct in reasonable payment amounts from ProTech employee wages.
- 37.03 Employee liability for LIUNA pension payments as described in paragraph 37.02 above do not include any fund liability for the City’s unilateral withdrawal from the LIUNA National Pension Fund, were that to occur in the future. Responsibility for such liability, were it to occur, shall remain subject to future negotiations between the Parties.
- 37.04 Deductions from ProTech employee wages, as set forth in paragraph 37.02 above, shall be processed and deducted as pre-tax pension benefit payments from current and future ProTech employees and will include a pro rata share of the indebtedness owed for ProTech employees, including retirees, until such time as that indebtedness is satisfied.
- 37.05 To the extent this Section is inconsistent with the PRIOR MOU this Section shall prevail and constitute the intent and govern the rights of the Parties.
- 37.06 By inclusion of this section in this MOU, all parties agree that this matter has been fully discussed amongst the Parties and all meet and confer obligations under the law, including the Meyers-Milias-Brown Act, have been fully complied with.

ProTech
July 1, 2019 through June 30, 2023

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

ASSOCIATION REPRESENTATIVES

CITY REPRESENTATIVES

Nick Wolf

Liz Brown, Human Resources Director

Chris Schaller

Bill Tott

Christian Greene

Connie Hom

Josh Clevenger

Ryan Heron, Local 792

Appendix A1– SALARY SCHEDULE			
5% Salary Increase			
Effective July 7, 2019			
Job Classification	Annual Salary		
Accountant	\$90,298.57	-	\$109,742.45
Accounting Technician I	\$58,863.63	-	\$71,480.96
Accounting Technician II	\$64,687.35	-	\$78,628.10
Assistant Civil Engineer	\$97,836.92	-	\$118,922.08
Assistant Planner	\$93,812.63	-	\$114,014.08
Associate Civil Engineer	\$112,511.76	-	\$136,760.45
Associate Planner	\$107,867.76	-	\$131,118.62
Building Permit Technician	\$71,638.20	-	\$87,079.90
Building/NP Inspector	\$94,952.68	-	\$115,415.66
Case Manager	\$64,188.31	-	\$80,105.84
Code Enforcement Officer	\$83,023.67	-	\$100,934.38
Electrical/Building Inspector	\$99,700.97	-	\$121,186.61
Engineering Aide	\$77,805.27	-	\$94,572.11
Engineering Permit Technician	\$70,038.15	-	\$85,131.50
Environmental Inspector*	\$99,700.97	-	\$121,186.61
Finance Technician	\$71,159.91	-	\$86,494.04
Geographic Information Systems (GIS) Technician *	\$97,836.92	-	\$118,922.70
Information Technology Technician	\$77,842.95	-	\$94,617.43
Junior Civil Engineer	\$88,942.31	-	\$108,110.46
Junior Planner	\$80,527.63	-	\$97,881.97
Marketing Coordinator	\$75,589.06	-	\$91,878.97
Neighbhd Preservation Asst	\$63,468.68	-	\$77,146.52
Office Assistant I	\$51,138.36	-	\$62,158.28
Office Assistant II	\$56,249.74	-	\$68,370.67
Office Specialist	\$64,687.08	-	\$78,628.10
Payroll Specialist	\$69,087.29	-	\$83,974.80
Plan Check Engineer	\$115,138.84	-	\$140,024.16
Plan Checker	\$98,180.63	-	\$119,347.14
Program Coordinator	\$70,493.24	-	\$92,789.97
Public Services Assistant I	\$58,806.93	-	\$71,480.96
Public Services Assistant II	\$64,687.35	-	\$78,628.10
Public Works Inspector	\$94,952.68	-	\$115,415.66
Recreation Svcs Assistant I	\$33,240.21	-	\$40,404.55
Recreation Svcs Assistant II	\$39,467.06	-	\$47,975.93
Recreation Svcs Assistant III	\$45,366.59	-	\$55,142.72
Recreation Svcs Assistant IV	\$53,226.81	-	\$64,697.18
Senior Accounting Technician	\$71,156.36	-	\$86,491.59
Senior Building Inspector	\$109,669.83	-	\$133,304.54
Senior Plan Check Engineer	\$126,652.89	-	\$153,935.96
Senior Public Works Inspector	\$109,670.65	-	\$133,304.54
Sr Code Enforcement Officer	\$97,432.06	-	\$118,419.48
Sr Public Services Assistant	\$72,154.72	-	\$87,704.53
* New Classifications Approved on 06/11/19			

Appendix A2– SALARY SCHEDULE			
4% Salary Increase			
Effective July 5, 2020			
Job Classification	Annual Salary		
Accountant	\$93,910.51	-	\$114,132.15
Accounting Technician I	\$61,218.18	-	\$74,340.19
Accounting Technician II	\$67,274.84	-	\$81,773.22
Assistant Civil Engineer	\$101,750.40	-	\$123,678.96
Assistant Planner	\$97,565.13	-	\$118,574.65
Associate Civil Engineer	\$117,012.23	-	\$142,230.87
Associate Planner	\$112,182.47	-	\$136,363.37
Building Permit Technician	\$74,503.73	-	\$90,563.10
Building/NP Inspector	\$98,750.78	-	\$120,032.29
Case Manager	\$66,755.84	-	\$83,310.08
Code Enforcement Officer	\$86,344.61	-	\$104,971.75
Electrical/Building Inspector	\$103,689.00	-	\$126,034.08
Engineering Aide	\$80,917.48	-	\$98,355.00
Engineering Permit Technician	\$72,839.68	-	\$126,034.08
Environmental Inspector*	\$103,689.00	-	\$89,953.81
Finance Technician	\$74,006.30	-	\$89,953.81
Geographic Information Systems (GIS) Technician *	\$101,750.40	-	\$123,679.60
Information Technology Technician	\$80,956.66	-	\$98,402.13
Junior Civil Engineer	\$92,500.00	-	\$112,434.88
Junior Planner	\$83,748.73	-	\$101,797.24
Marketing Coordinator	\$78,612.62	-	\$95,554.13
Neighbhd Preservation Asst	\$66,007.43	-	\$80,232.38
Office Assistant I	\$53,183.89	-	\$64,644.61
Office Assistant II	\$58,499.73	-	\$71,105.49
Office Specialist	\$67,274.56	-	\$81,773.22
Payroll Specialist	\$71,850.78	-	\$87,333.79
Plan Check Engineer	\$119,744.40	-	\$145,625.12
Plan Checker	\$102,107.85	-	\$124,121.02
Program Coordinator	\$73,312.97	-	\$96,501.57
Public Services Assistant I	\$61,159.21	-	\$74,340.19
Public Services Assistant II	\$67,274.84	-	\$81,773.22
Public Works Inspector	\$98,750.78	-	\$120,032.29
Recreation Svcs Assistant I	\$34,569.82	-	\$42,020.73
Recreation Svcs Assistant II	\$41,045.75	-	\$49,894.97
Recreation Svcs Assistant III	\$47,181.26	-	\$57,348.43
Recreation Svcs Assistant IV	\$55,355.88	-	\$67,285.07
Senior Accounting Technician	\$74,002.61	-	\$89,951.25
Senior Building Inspector	\$114,056.63	-	\$138,636.72
Senior Plan Check Engineer	\$131,719.01	-	\$160,093.40
Senior Public Works Inspector	\$114,057.48	-	\$138,636.72
Sr Code Enforcement Officer	\$101,329.34	-	\$123,156.26
Sr Public Services Assistant	\$75,040.91	-	\$91,212.71
* New Classifications Approved on 06/11/19			

Appendix A3– SALARY SCHEDULE			
3% Salary Increase			
Effective July 4, 2021			
Job Classification	Annual Salary		
Accountant	\$96,727.83	-	\$117,556.11
Accounting Technician I	\$63,054.72	-	\$76,570.40
Accounting Technician II	\$69,293.09	-	\$84,226.42
Assistant Civil Engineer	\$104,802.91	-	\$127,389.33
Assistant Planner	\$100,492.09	-	\$122,131.88
Associate Civil Engineer	\$120,522.60	-	\$146,497.80
Associate Planner	\$115,547.94	-	\$140,454.27
Building Permit Technician	\$76,738.84	-	\$93,279.99
Building/NP Inspector	\$101,713.31	-	\$123,633.26
Case Manager	\$68,758.51	-	\$85,809.38
Code Enforcement Officer	\$88,934.95	-	\$108,120.91
Electrical/Building Inspector	\$106,799.67	-	\$129,815.10
Engineering Aide	\$83,345.01	-	\$101,305.65
Engineering Permit Technician	\$75,024.87	-	\$129,815.10
Environmental Inspector*	\$106,799.67	-	\$92,652.42
Finance Technician	\$76,226.49	-	\$92,652.42
Geographic Information Systems (GIS) Technician *	\$104,802.91	-	\$127,389.99
Information Technology Technician	\$83,385.36	-	\$101,354.19
Junior Civil Engineer	\$95,275.00	-	\$115,807.92
Junior Planner	\$86,261.20	-	\$104,851.16
Marketing Coordinator	\$80,971.00	-	\$98,420.75
Neighbhd Preservation Asst	\$67,987.65	-	\$82,639.36
Office Assistant I	\$54,779.41	-	\$66,583.95
Office Assistant II	\$60,254.72	-	\$73,238.66
Office Specialist	\$69,292.80	-	\$84,226.42
Payroll Specialist	\$74,006.31	-	\$89,953.81
Plan Check Engineer	\$123,336.73	-	\$149,993.88
Plan Checker	\$105,171.09	-	\$127,844.65
Program Coordinator	\$75,512.36	-	\$99,396.62
Public Services Assistant I	\$62,993.98	-	\$76,570.40
Public Services Assistant II	\$69,293.09	-	\$84,226.42
Public Works Inspector	\$101,713.31	-	\$123,633.26
Recreation Svcs Assistant I	\$35,606.91	-	\$43,281.35
Recreation Svcs Assistant II	\$42,277.12	-	\$51,391.81
Recreation Svcs Assistant III	\$48,596.70	-	\$59,068.89
Recreation Svcs Assistant IV	\$57,016.56	-	\$69,303.62
Senior Accounting Technician	\$76,222.69	-	\$92,649.79
Senior Building Inspector	\$117,478.33	-	\$142,795.82
Senior Plan Check Engineer	\$135,670.58	-	\$164,896.20
Senior Public Works Inspector	\$117,479.20	-	\$142,795.82
Sr Code Enforcement Officer	\$104,369.22	-	\$126,850.95
Sr Public Services Assistant	\$77,292.13	-	\$93,949.09
* New Classifications Approved on 06/11/19			

Appendix A4– SALARY SCHEDULE			
3% Salary Increase			
Effective July 3, 2022			
Job Classification	Annual Salary		
Accountant	\$99,629.67	-	\$121,082.80
Accounting Technician I	\$64,946.36	-	\$78,867.51
Accounting Technician II	\$71,371.88	-	\$86,753.21
Assistant Civil Engineer	\$107,947.00	-	\$131,211.01
Assistant Planner	\$103,506.85	-	\$125,795.84
Associate Civil Engineer	\$124,138.28	-	\$150,892.73
Associate Planner	\$119,014.38	-	\$144,667.90
Building Permit Technician	\$79,041.01	-	\$96,078.39
Building/NP Inspector	\$104,764.71	-	\$127,342.26
Case Manager	\$70,821.27	-	\$88,383.66
Code Enforcement Officer	\$91,603.00	-	\$111,364.53
Electrical/Building Inspector	\$110,003.66	-	\$133,709.55
Engineering Aide	\$85,845.36	-	\$104,344.82
Engineering Permit Technician	\$77,275.61	-	\$133,709.55
Environmental Inspector*	\$110,003.66	-	\$95,431.99
Finance Technician	\$78,513.29	-	\$95,431.99
Geographic Information Systems (GIS) Technician *	\$107,947.00	-	\$131,211.69
Information Technology Technician	\$85,886.93	-	\$104,394.82
Junior Civil Engineer	\$98,133.25	-	\$119,282.16
Junior Planner	\$88,849.03	-	\$107,996.70
Marketing Coordinator	\$83,400.13	-	\$101,373.37
Neighbhd Preservation Asst	\$70,027.28	-	\$85,118.54
Office Assistant I	\$56,422.79	-	\$68,581.47
Office Assistant II	\$62,062.36	-	\$75,435.82
Office Specialist	\$71,371.58	-	\$86,753.21
Payroll Specialist	\$76,226.50	-	\$92,652.42
Plan Check Engineer	\$127,036.83	-	\$154,493.69
Plan Checker	\$108,326.22	-	\$131,679.99
Program Coordinator	\$77,777.73	-	\$102,378.51
Public Services Assistant I	\$64,883.80	-	\$78,867.51
Public Services Assistant II	\$71,371.88	-	\$86,753.21
Public Works Inspector	\$104,764.71	-	\$127,342.26
Recreation Svcs Assistant I	\$36,675.12	-	\$44,579.79
Recreation Svcs Assistant II	\$43,545.43	-	\$52,933.57
Recreation Svcs Assistant III	\$50,054.60	-	\$60,840.95
Recreation Svcs Assistant IV	\$58,727.06	-	\$71,382.73
Senior Accounting Technician	\$78,509.37	-	\$95,429.28
Senior Building Inspector	\$121,002.67	-	\$147,079.69
Senior Plan Check Engineer	\$139,740.69	-	\$169,843.09
Senior Public Works Inspector	\$121,003.58	-	\$147,079.69
Sr Code Enforcement Officer	\$107,500.30	-	\$130,656.48
Sr Public Services Assistant	\$79,610.90	-	\$96,767.56
* New Classifications Approved on 06/11/19			

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING THE CLASSIFICATION PLAN TO ADJUST SALARY RANGES OF UNREPRESENTED MANGEMENT EMPLOYEES AND AUTHROIZING FRINGE BENEFITS

WHEREAS, the City of Milpitas Unrepresented Management Employees 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; on December 17, 1968, the City of Milpitas established a Classification Plan adopted as Resolution No. 1626, 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, including transfer of duties, new job responsibilities, and adjustments to salary ranges; and

WHEREAS, on July 7, 1981, the City Council of the City of Milpitas adopted Resolution No. 3558 to authorize compensation and fringe benefits for all exempt employees and City Council; and

WHEREAS, it is the desire of the City Council to amend the Classification Plan to authorize salary range increases for Unrepresented Management Employees and to authorize fringe benefits as set out herein.

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 to adjust the salary ranges for Unrepresented Management Employees, as set out in **Exhibit A**, attached hereto.
3. The City Council hereby authorizes the revised fringe benefits listed in **Exhibit B**, attached hereto, for Unrepresented Management Employees.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

Exhibit A Unrepresented Salary Schedule

Unrepresented Management Salary Adjustments - Hourly Salary

		Current	(7/01/2018)	Proposed	(7/01/2019)
Job Title	% Increase	Bottom	Top	Bottom	Top
Executive Staff					
City Manager	5.00%	\$143.27	\$143.27	\$150.43	\$150.43
Assistant City Manager	5.00%	\$86.65	\$121.32	\$90.98	\$127.39
Building & Housing Director	5.00%	\$75.37	\$105.51	\$79.14	\$110.79
City Clerk	5.00%	\$57.31	\$80.24	\$60.18	\$84.25
Deputy City Manager	5.00%	\$84.89	\$118.84	\$89.13	\$124.78
Econ Development Director	5.00%	\$69.33	\$97.06	\$72.80	\$101.91
Finance Director	5.00%	\$75.69	\$105.96	\$79.47	\$111.26
Human Resources Director	5.00%	\$75.27	\$105.38	\$79.03	\$110.65
Information Technology Director	5.00%	\$74.28	\$103.99	\$77.99	\$109.19
Recr and Comm Svcs Director	5.00%	\$73.81	\$103.53	\$77.50	\$108.71
Planning Director	5.00%	\$75.37	\$105.51	\$79.14	\$110.79
Public Works Director	5.00%	\$77.50	\$108.50	\$81.38	\$113.93
Engineering Director/City Eng	5.00%	\$75.37	\$105.51	\$79.14	\$110.79
Chief of Police	5.00%	\$84.89	\$118.84	\$89.13	\$124.78
Fire Chief	5.00%	\$83.08	\$116.32	\$87.23	\$122.14
Unrepresented Staff					
Asst Director of Finance	5.00%	\$62.36	\$87.31	\$65.48	\$91.68
Assistant Fire Marshal	5.00%	\$64.65	\$90.51	\$67.88	\$95.04
Assistant Police Chief	5.00%	\$88.46	\$110.57	\$92.88	\$116.10
Building Official	5.00%	\$65.26	\$91.37	\$68.52	\$95.94
Chief Fire Enfrcmnt Officer	5.00%	\$62.50	\$87.50	\$65.63	\$91.88
CIP Manager	5.00%	\$57.27	\$80.18	\$60.13	\$84.19
Comm Svcs Engmt & Incl Adm	5.00%	\$59.13	\$82.78	\$62.09	\$86.92
Deputy Fire Chief	5.00%	\$77.95	\$109.14	\$81.85	\$114.60
Dep Public Works Director	5.00%	\$66.85	\$93.59	\$70.19	\$98.27
Employee Relations Officer*	5.00%	\$57.44	\$80.42	\$60.31	\$84.44
Finance Manager*	5.00%	\$53.42	\$74.79	\$56.09	\$78.53
Housing Authority Admin	5.00%	\$55.77	\$78.08	\$58.56	\$81.98
Planning Manager	5.00%	\$57.44	\$80.42	\$60.31	\$84.44
Plan Review Manager	5.00%	\$60.10	\$73.08	\$63.10	\$76.73
Police Captain	5.00%	\$77.95	\$109.14	\$81.85	\$114.60
Police Support Services Mgr	5.00%	\$55.71	\$78.00	\$58.50	\$81.90
Public Information Officer	5.00%	\$55.28	\$77.40	\$58.04	\$81.27
Public Works Manager	5.00%	\$51.58	\$72.21	\$54.16	\$75.82

Unrepresented employees will be eligible for a 5% salary increase on the first full pay period after 7/1/2019; 4% salary increase on the first full pay period after 7/1/2020;

3% salary increase on the first full pay period after 7/1/21 and 3% salary increase on the first full pay period after 7/1/22.

* New positions for FY19-20 Budget - the hourly rate in the 7/1/18 columns are the hourly rates approved in the budget adoption resolutions dated June 11, 2019

**EXHIBIT B
UNREPRESENTED MANAGEMENT EMPLOYEES
SALARY AND BENEFIT PACKAGE**

Proposed 6/18/19

* Bold are revisions

BENEFITS	DESCRIPTION	ELIGIBLE
BASE SALARY INCREASES	Salary ranges will be approved by City Council	All
*SALARY RANGE INCREASES	<p>*Unrepresented Miscellaneous Classifications will be eligible for a 5% salary increase on 7/7/2019; 4% on 7/5/1/2020; 3% on 7/4/2021; and 3% on 7/3/2022.</p> <p>*Unrepresented Police Classifications will be eligible for a 5% on July 7, 2019; 4.5% July 5, 2020; 5% July 4, 2021; and 3% July 3, 2022 (or possible POA wage increase if POA is higher).</p> <p>*Unrepresented Fire Classifications will be eligible for a 5% on July 7, 2019; 4% on July 5, 2020; 4% on July 4, 2021; and a 3% on July 3, 2022 (or possible IAFF wage increase if IAFF is higher).</p>	All
MERIT INCREASES	Employees are eligible for merit-based salary increases annually, provided they are not at the maximum of their compensation range. The City manager will have the authority to recommend the amount of merit increase.	All
HEALTH PLANS	The City provides CalPERS medical coverage. City paid premium is capped at the Kaiser rates for each level of coverage. Only active employees who have eligible dependents enrolled in the plan are eligible for City-paid premium above the single plan rate.	All
*HEALTH PLAN WAIVER	Employees who are covered as an eligible dependent under another health insurance plan may waive health coverage and receive a total of \$250 per month in lieu of medical plan coverage with appropriate documentation. (No change since 1999)	All
LIFE INSURANCE	\$50,000 for full-time employees	All
SHORT TERM DISABILITY	City provides a plan similar to State Disability Insurance	Miscellaneous
	Police: Covered under the MPOA Trust Fund of \$50/month	Police
	Fire: None (See Family Leave provision)	Fire
LONG TERM DISABILITY	After the first 60 days, coverage at 60% of base salary up to \$1,500 per month. Additional buy-up options are available.	Miscellaneous
	Coverage for Police is provided through California Law Enforcement Association (CLEA).	Police
	Coverage for Fire is provided through California Association of Professional Firefighters (CAPFF).	Fire
DENTAL--Misc and Fire	City provides a self-funded Delta Dental plan with graduated benefits based on years of service, including preventative, routine, major, and orthodontia.	Miscellaneous and Fire
DENTAL--Police	City provides Delta Dental coverage.	Police
VISION	City provides a vision plan for eye examination, lenses and frames.	All
TRUST FUND	\$50 per month contribution into the MPOA Trust Fund for spousal/dependent coverage and Short Term Disability coverage	Police
DEFERRED COMPENSATION--SECTION 457 PLAN	City provides from \$900 per year toward deferred compensation account. (no change since 1999)	All
*401A	Discuss future options. A 401(a) plan is an employer-sponsored money-purchase retirement plan that allows dollar- or percentage-based contributions from the employer, the employee or both. The sponsoring employer establishes eligibility and the vesting schedule.	TBD
*VEBA	Discuss future options. A voluntary employees' beneficiary association (VEBA) is a form of trust fund permitted under United States federal tax law, whose sole purpose must be to provide employee benefits. Discuss future options.	TBD
FLEXIBLE SPENDING PLAN	City offers employees who wish to participate a pre-tax deduction for an IRS Section 125 plan for medical expenses, premiums; child or elder care expenses; or traffic and vanpooling.	All
EMPLOYEE ASSISTANCE PROGRAM (EAP)	City offered plan: 10 visits for Miscellaneous employees.	Miscellaneous
	City offered plan: 15 visits for Safety employees.	Police & Fire

UNREPRESENTED MANAGEMENT EMPLOYEES

BENEFITS	DESCRIPTION	ELIGIBLE												
VACATION LEAVE ACCRUALS	40 hour employees: <table border="0" style="margin-left: 20px;"> <tr> <td><u>Years of Service</u></td> <td><u>Yearly Accruals</u></td> </tr> <tr> <td>1-4</td> <td>16 Days</td> </tr> <tr> <td>5-9</td> <td>21 Days</td> </tr> <tr> <td>10-14</td> <td>26 Days</td> </tr> <tr> <td>15-19</td> <td>31 Days</td> </tr> <tr> <td>20 +</td> <td>36 Days</td> </tr> </table>	<u>Years of Service</u>	<u>Yearly Accruals</u>	1-4	16 Days	5-9	21 Days	10-14	26 Days	15-19	31 Days	20 +	36 Days	All
	<u>Years of Service</u>	<u>Yearly Accruals</u>												
1-4	16 Days													
5-9	21 Days													
10-14	26 Days													
15-19	31 Days													
20 +	36 Days													
56 hour employees: <table border="0" style="margin-left: 20px;"> <tr> <td>1-4</td> <td>5 Shifts</td> </tr> <tr> <td>5-9</td> <td>7 Shifts</td> </tr> <tr> <td>10-14</td> <td>9 Shifts</td> </tr> <tr> <td>15-19</td> <td>10 Shifts</td> </tr> <tr> <td>20 +</td> <td>12 Shifts</td> </tr> </table>	1-4	5 Shifts	5-9	7 Shifts	10-14	9 Shifts	15-19	10 Shifts	20 +	12 Shifts	Fire Shift			
1-4	5 Shifts													
5-9	7 Shifts													
10-14	9 Shifts													
15-19	10 Shifts													
20 +	12 Shifts													
VACATION CARRYOVER RATE	Maximum number of hours that can be carried over is 260 hours for 40 hour employees (480 hours for 56 hour employees). Accruals in excess of maximum will be cashed out at the end of the pay period including June 1.	Miscellaneous & Fire												
	336 hours for Police Management employees. Hours over maximum will be cashed out at the end of the pay period including June 1.	Police												
*VACATION CASH-OUT	Unrepresented Employees may elect to cash out up to 80 hours of accrued vacation hours each calendar year. Employees must follow the IRS rules of Constructive Receipt.	All												
VACATION ACCRUAL	Accrual tier will be based on total years of public service.	All												
VACATION USE	No minimum waiting period for use of accrued vacation.	All												
*MANAGEMENT INCENTIVE PAID (MIP) LEAVE	Eligible employees will accrue 5 hours of Management Incentive Paid Leave (MIP) for each full pay period worked. Maximum carryover is 260 hours. Hours cannot be cashed out during employment, or at separation.	Executive Staff Only and 2nd in charge including: Assistant Finance Director, Building Official, Community Services Engagement and Inclusion Administrator, Deputy Public Works Director, Planning Manager, Public Information Officer, Deputy Fire Chief, Assistant Police Chief												
*MANAGEMENT LEAVE	Eligible employees will receive 40 hours of Management Leave added to their Floating Holiday Bank on the pay period following December 31. Employees appointed mid-year will receive pro-rated amount based on date of hire/promotion. Hours can be taken in any increment. There is no annual carryover and hours cannot be cashed out during employment, or at separation. An additional 40 hours of Management Leave can be earned with Department Head recommendation and City Manager approval upon annual evaluation for past performance.	Unrepresented Staff Only (Staff that receive MIP are not eligible for Management Leave)												
SICK LEAVE ACCRUALS	12 work days per year *8 hours=1 work day)	All												
SICK LEAVE PAY-OFF--Separating Employees(Not Retiring)	Employees hired prior to July 18, 1999, with 5 years of service, separating in "good standing" as determined by the City Manager may elect to cash in sick leave using this formula: 2.5% x Yrs. of Service x highest hourly rate x sick leave hours accrued.	Miscellaneous												
	Employees hired after January 1, 1995, with 5 years of service, separating in "good standing" as determined by the City Manager may use this formula: After 4th year: .25%/year x hourly rate x accrued sick leave After 9th year: .50%/year x hourly rate x accrued sick leave After 14th year: .75%/year x hourly rate x accrued sick leave After 19th year: 1.0%/year x hourly rate x accrued sick leave	Fire												
	Employees hired after July 18, 1999, with 5 years of service, separating After 4th year: .25%/year x hourly rate x accrued sick leave After 9th year: .50%/year x hourly rate x accrued sick leave After 14th year: .75%/year x hourly rate x accrued sick leave After 19th year: 1.0%/year x hourly rate x accrued sick leave	Police												

UNREPRESENTED MANAGEMENT EMPLOYEES

BENEFITS	DESCRIPTION	ELIGIBLE
SICK LEAVE CASH OUT	In January, an employee with 5 years of service may elect sick leave cash-out in accordance with the terms in Sick Leave Pay-Off above.	Fire
	For employees hired on or before 7/17/99, each November, an employee with 5 or more years of service may elect to cash out accrued sick leave. Payout shall be in accordance with appropriate pay out formulas. The maximum annual amount shall not exceed 50% of employees sick leave balance. Employees eligible for this benefit shall at all times maintain a sick leave balance of at least 240 hours .	Miscellaneous & Police
*HOLIDAYS	The City observes 12 holidays: January 1 (New Years), Third Monday in January (Dr. Martin Luther King's Birthday), Third Monday in February (Washington's Birthday), March 31, Cesar Chavez Day, Last Monday in May (Memorial Day), July 4, First Monday in September (Labor Day), November 11 (Veterans Day), Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day.	All
FLOATING HOLIDAY	Each calendar year 8 hours of floating holiday to be used by December 31 of each year otherwise it will be lost.	All
FITNESS PROGRAM	Offers employees free access to City-sponsored sports and fitness programs.	All
TUITION & TRAINING	City provides reimbursement for education up to \$3,000 per year. Work related training costs including transportation and lodging expenses.	All
MILEAGE REIMBURSEMENT	Use of personal vehicle for City business will be reimbursed at the IRS established rate. Not eligible for Mileage Reimbursement if receiving a car allowance.	All
*CAR ALLOWANCE	\$550 per month	Executive Staff Only
CALPERS RETIREMENT	2.7% at 55 Retirement Plan including the final year compensation amendment for those employed before 10/9/2011. (Employee pays 8% contribution rate).	Miscellaneous
	Tier 2 (Classic): 2% at 60 Retirement Plan including the final three-year compensation average for those Classic employees hired on or after 10/9/2011. (Employee pays 7% contribution rate).	Miscellaneous
	Tier 3 (PEPRA): 2% at 62 Retirement Plan including the final three-year average compensation for employees hired on or after 01/01/2013. (Employee contribution rate as stated in CalPERS actuarial report).	Miscellaneous
	3.0% at 50 Plan, The 1959 Survivors Benefit in full force and effect. (Fire pays 12%; Police pays 9%).	Police & Fire
	Tier 2 (Classic): 3.0% at 55 Plan, Effective 4/8/2012. Including three-year compensation average; The 1959 Survivors Benefit in full force and effect. (Police pays 9%; Fire pays 12%).	Police & Fire
	Tier 3 (PEPRA): 2.7% at 57 Plan, Effective 1/1/2013. Including three-year compensation average; The 1959 Survivors Benefit in full force and effect. (Employee contribution rate as stated in CalPERS actuarial report).	Police & Fire
PERS ENHANCEMENTS	Military Service Buy-back (GC 21024)	All
	PERS Credit for Unused Sick Leave (GC 20965)	All
	Death Benefit (GC 21620)	All
	Prior Service Credit (GC20055)	All
	1959 Survivor's Benefit (GC21573)	All
EYEGLASS REIMBURSEMENT	Reimbursement up to \$175 per fiscal year for eyeglasses and \$200 for	All
SAFETY EQUIPMENT	The City shall furnish appropriate safety equipment, the employee shall maintain in good order, and is the City's property.	Fire
UNIFORM ALLOWANCE	\$1,000 per year for 40 hour employees plus one pair of safety shoes every 2 years.	Fire
	\$1,350 per year for 40 hour employees.	Police
FAMILY LEAVE	Up to 80 hours of sick leave to care for a family member including: mother, father, spouse, brother, sister, son/daughter, grandparents, or domestic partner, whether the immediate family member is of the employee's or spouse's family, including step or adopted relatives. It also includes concurrent use of sick leave accruals for self or other accruals for eligible family members under FMLA or CRFA.	All
	Fire personnel may use 14 days of accrued sick leave (without medical note) for birth or adoption of a child.	Fire

UNREPRESENTED MANAGEMENT EMPLOYEES

BENEFITS	DESCRIPTION	ELIGIBLE
FAMILY LEAVE	<p>Fire Unrep may use available sick leave for family medical purposes including same members as above. The use of family leave shall be limited to 80 hours per calendar year. Family medical purposes shall mean illness, accident, medical appointments or other related occurrences. Fire Unrep may take up to four months unpaid family or medical leave within a 24 month period for the following:</p> <p>Birth, adoption, or serious illness of a child; self, parent or spouse of an employee.</p> <p>City will provide benefit coverage for up to 4 months and employee may elect to continue benefits at his/her own expense for up to an additional 18 months.</p> <p>Available leave balances must be exhausted first prior to leave without pay.</p>	Fire
COMPASSIONATE LEAVE	City provides up to 40 hours of paid leave in the event of the death of an eligible family member (same family members as in Family Leave).	All
MILITARY LEAVE	Paid military leave is provided for active and temporary duty in accordance with City policy and provisions of the State and Federal Laws.	All
JURY LEAVE	City provides paid time upon jury summons if called to duty.	All
LEAVE OF ABSENCE	An unpaid personal leave of absence is available upon approval of the City Manager.	All
FMLA/CFRA	Employees may take up to 12 weeks paid/unpaid family or medical leave under Family Medical Leave Act (FMLA) or California Family Rights Act	
WORKERS COMPENSATION	First 80 hours of lost work time is covered at 100% pay; next 240 hours at 80% pay.	All
	Sworn Police and Fire employees are eligible for up to one year paid workers' compensation leave per labor code 4850.	Sworn Police and Fire
MEDICARE	Both City and employee contribute, if hired after March 31, 1986.	All
SEVERANCE PAY	If employee is terminated for reasons other than "for cause" employee would be eligible for up to 16 weeks of salary plus benefits, depending on date of hire. For additional details, see Muni Code section VI-3-4.00 - Severance Payments for Specified At-Will Positions.	All
RETIREMENT BENEFITS		
ELIGIBILITY CRITERIA	Eligibility for retiree benefits is predicated upon retirement from CalPERS Retirement System.	All
SICK LEAVE CASH-OUT	Upon retirement, disability retirement, or death, for those employees who were hired on or before 7/17/99, and who had at least 5 years of service, the City shall pay retiree or estate for unused accrued sick leave using this formula: 2.5% x years of service x highest hourly rate x sick leave hours.	Miscellaneous and Police
	Upon retirement, disability retirement, or death, for those employees who were hired on or before 1/1/95, and who had at least 5 years of service, the City shall pay retiree or estate for unused accrued sick leave using this formula: 2.5% x years of service x highest hourly rate x sick leave hours.	Fire
	Employees hired after January 1, 1995, with 5 years of service, separating in "good standing" as determined by the City Manager may use this formula: After 4th year: .25%/year x hourly rate x accrued sick leave After 9th year: .50%/year x hourly rate x accrued sick leave After 14th year: .75%/year x hourly rate x accrued sick leave After 19th year: 1.0%/year x hourly rate x accrued sick leave	Fire
	Employees hired after July 18, 1999, with 5 years of service, separating in "good standing" as determined by the City Manager may use this formula: After 4th year: .25%/year x hourly rate x accrued sick leave After 9th year: .50%/year x hourly rate x accrued sick leave After 14th year: .75%/year x hourly rate x accrued sick leave After 19th year: 1.0%/year x hourly rate x accrued sick leave	Police
SICK LEAVE CREDIT	Upon retiring with PERS, all employees shall be eligible for the PERS Credit for Unused Sick Leave provision (20965). Employees hired prior to July 17, 1999 may choose a cash out or Credit for Unused Sick Leave.	All
RETIREMENT MEDICAL COVERAGE	See Retiree Benefit Grid	All

UNREPRESENTED MANAGEMENT EMPLOYEES

BENEFITS	DESCRIPTION	ELIGIBLE
DISABILITY RETIREMENT	For Medical Coverage: employees on disability retirement who had at least 5 years of full-time or equivalent service with the City and retired after June 30, 2003, the City agrees to contribute up to "the retiree cap amount" or until the retiree is re-employed.	Police
RETIREE DENTAL	Benefits may be continued at the retiree's expense 50% of City's Premium.	Miscellaneous and Fire
	Benefits may be continued at the retiree's expense.	Police
RETIREE VISION	Benefits may be continued at the retiree's expense.	All
RETIREE SPOUSAL/ DEPENDENT	1% of payroll plus benefits contributed to a specific fund to assist in paying for	
	See Dependent Benefits Grid	All
SAFETY EQUIPMENT	Upon retirement, the city shall give a command officer his/her service weapon and holsters without charge if either (1) the Milpitas Police Chief endorses an identification certificate approving the officer carrying a concealed and loaded firearm or (2) a hearing board determines that, under Penal Code section 12027.1, at the time the officer retired from the Milpitas Police Department, the employee had a right to a certificate permitting the carrying of a concealed and loaded firearm.	Police

Dependent Benefits Grid

Dependent Benefits				
Group	Date of Hire	Date of Retirement	Minimum Years of Continuous Service	City Contribution for Dependent Medical Premiums (3)
Unrepresented (UNREP-Police) ¹	Before January 1, 1996	After June 30, 2003	At least 5	100% of family/dependent premiums
	After December 31, 1995	After June 30, 2003	5 but less than 9	Up to 25% of the family/dependent premium
			9 but less than 14	Up to 50% of the family/dependent premium
			14 but less than 19	Up to 75% of the family/dependent premium
			At least 19	Up to 100% of the family/dependent premium
Unrepresented (UNREP-Fire) ²	Before January 1, 1996	After September 4, 2007	At least 5	100% of family/dependent premiums
	After December 31, 1995	After September 4, 2007	5 but less than 9	Up to 25% of the family/dependent premium
			9 but less than 14	Up to 50% of the family/dependent premium
			14 but less than 19	Up to 75% of the family/dependent premium
			At least 19	Up to 100% of the family/dependent premium
Unrepresented (UNREP-Misc) ²	After January 1, 1987	After June 5, 2018	5 but less than 9	Up to 25% of the family/dependent premium
			9 but less than 14	Up to 50% of the family/dependent premium
			14 but less than 19	Up to 75% of the family/dependent premium
			At least 19	Up to 100% of the family/dependent premium

¹ If the UNREP-Police fund is depleted, MPOA will provide funding for the dependent benefits.

² The Fire Chief is ineligible for dependent fund benefits.

³ Family/Dependent Medical Premium is active employee Single+1 OR Family medical premium rate less active employee Single medical premium rate.

Retiree Benefits Grid

Notes:

All employees who retire from the City are allowed to continue CalPERS medical coverage and receive the PEMHCA minimum. The benefits described in the grid below include the PEMHCA minimum.

Upon reaching Medicare eligibility, the City's contribution is capped at the applicable Medicare premium. "Vesting" percentages still apply.

"**Benefit Cap**": The single medical premium rate paid by the City for active employees (currently Kaiser)

"**Retiree Cap**": 115% of the Benefit Cap

Retiree Medical Benefits - Dependent Benefits will be summarized separately				
Group	Date of Hire	Date of Retirement	Minimum Years of Continuous Service	City Contribution for Retiree's Medical
Unrepresented Miscellaneous and Fire*	Before July 1, 1995	Before January 1, 1989	n/a	PEMHCA Minimum Only
		After July 1, 1990 but before September 1, 2002	Less than 5	PEMHCA Minimum Only
			At least 5	Any employee only medical premium rate
		After August 31, 2002	Less than 5	PEMHCA Minimum Only
	At least 5		Benefit cap	
	After June 30, 1995	Any	Less than 5	PEMHCA Minimum Only
			5 but less than 10	Up to 25% of the Benefit Cap
			10 but less than 15	Up to 50% of the Benefit Cap
			15 but less than 20	Up to 75% of the Benefit Cap
			At least 20	Up to 100% of the Benefit Cap
Unrepresented Police ONLY*	Before July 1, 1995	Before January 1, 1989	n/a	PEMHCA Minimum Only
		After December 31, 1988 but before July 1, 2003	Less than 5	PEMHCA Minimum Only
			At least 5	Any employee only medical premium rate
		After June 30, 2003	Less than 5	PEMHCA Minimum Only
	At least 5		Retiree Cap	
	After June 30, 1995	Any	Less than 5	PEMHCA Minimum Only
			5 but less than 10	Up to 25% of the Retiree Cap
			10 but less than 15	Up to 50% of the Retiree Cap
			15 but less than 20	Up to 75% of the Retiree Cap
			At least 20	Up to 100% of the Retiree Cap

Item Attachment Documents:

C5. Adopt a Resolution Certifying Election Results and Adding Tract No. 10470 to Community Facilities District 2005-1 (Annexation No. 20); Approve Final Tract Map No. 10470; and Approve and Authorize the Interim City Manager to Execute the Subdivision Improvement Agreement for a Mixed Use Development at 808 South Main Street

Steve Erickson, 408-586-3301

Recommendation:

- 1. Adopt a resolution certifying election results and adding Tract No. 10470 to Community Facilities District 2005-1 (Annexation No. 20); and**
- 2. Approve Final Tract Map No. 10470, accept all offers of dedications as stated and depicted on the final map upon completion and acceptance of improvements; and**
- 3. Approve and authorize the Interim City Manager to execute the Subdivision Improvement Agreement between the City of Milpitas and Eighty-Eight Homes LLC.**



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Certifying Election Results and Adding Tract No. 10470 to Community Facilities District 2005-1 (Annexation No. 20); Approve Final Tract Map No. 10470; and Approve and Authorize the Interim City Manager to Execute the Subdivision Improvement Agreement for a Mixed Use Development at 808 South Main Street
Category:	Consent Calendar-Community Development
Meeting Date:	6/18/2019
Staff Contact:	Steve Erickson, 408-586-3301
Recommendation:	<ol style="list-style-type: none"> 1. Adopt a resolution certifying election results and adding Tract No. 10470 to Community Facilities District 2005-1 (Annexation No. 20); and 2. Approve Final Tract Map No. 10470, accept all offers of dedications as stated and depicted on the final map upon completion and acceptance of improvements; and 3. Approve and authorize the Interim City Manager to execute the Subdivision Improvement Agreement between the City of Milpitas and Eighty-Eight Homes LLC.

Background:

On December 5, 2017, the City Council approved a Vesting Tentative Map (MT16-0001), Site Development Permit (SD16-0002), Conditional Use Permit (UP16-0013) and Environmental Assessment (EA17-0006) to allow construction of 27 residential condominium units and a 1,787 square foot commercial condominium located on a 1.09 acre site within the Midtown Specific Plan area at 808 South Main Street. This project is known as the Main Street Townhomes, and the developer is Eighty-Eight Homes LLC (Developer).

Analysis:

The final map for the development is now complete and ready for approval by the City Council. The City Engineer has examined the final map for Tract No. 10470 and determined that the map is substantially the same as the previously approved Vesting Tentative Map, and finds that it conforms to all requirements of the State of California Subdivision Map Act, the Milpitas Municipal Code (MMC), and the terms and conditions of the Vesting Tentative Map. The Developer has offered required dedications to the City for public use, including easements for public service and utility and emergency vehicle access purposes, as shown on the final map. Staff recommends the City Council approve the final map and accept these dedications, subject to completion and acceptance of public improvements to be installed by the Developer, as discussed below.

As a general rule, public improvements serving the subdivision are to be installed prior to final map approval. However, in order to encourage development, the Subdivision Map Act allows the City and developer to enter into a Subdivision Improvement Agreement which defers the construction of public improvements until after final map approval. This is often done so that the developer can synchronize public improvement construction with other on-site project development. The developer agrees to construct the public improvements by a certain deadline after final map approval and the work is guaranteed by bonds or similar securities obtained by and at the developer's cost.

The City Engineer has reviewed the public improvement plans (E-EN18-0044) and is recommending the Council approve the attached Subdivision Improvement Agreement to allow for the construction of public

improvements after final map approval. Public improvements to be constructed include asphalt concrete pavement, signing and striping, curb and gutter, sidewalk, driveway approach, utility mains and services, traffic signal modification, landscaping and other miscellaneous items of work identified on the approved improvement plans. The Developer has executed the attached Subdivision Improvement Agreement which requires the public improvements to be completed within 1 year and requires the developer to post improvement securities in the estimated amount of \$502,000 to guarantee completion of required public improvements.

The final map for Tract No. 10470 is subject to annexation into the Community Facilities District No. 2005-1 (CFD 2005-1). The City has on file a Certificate of Registrar of Voters from the County of Santa Clara certifying that there are no registered voters residing within the boundaries of the proposed CFD Annexation No. 20 for this development. The Developer is the sole property owner, and on June 14, 2019, the property owner was scheduled to vote on agreeing to the proposed Annexation No. 20. The resolution attached hereto documents the results of the election on annexation into CFD 2005-1. Annexation into CFD 2005-1 is subject to the provisions of the Mello-Roos Community Facilities Act of 1982, commencing with section 53311 of the Government Code. While the Act has a number of requirements for annexation and imposition of the special tax, the developer (as the sole landowner within the annexation territory) has agreed to waive many of the formalities. A copy of the waiver executed by the developer is on file with the City Clerk.

Policy Alternatives:

Alternative 1:

Deny approval of Final Map and Subdivision Improvement Agreement.

Pros: None

Cons: The site is currently vacant and a denial of approval of the Final Map or the Subdivision Improvement Agreement will cause the lot to remain vacant and undeveloped. The City would not benefit from the addition of 27 new residential housing condominium units or the additional tax revenue generated from the mixed-use project.

Reason not recommended: To allow the development to move forward, staff recommends approval of Final Map and Subdivision Improvement Agreement for Tract No. 10470.

Alternative 2:

Deny Annexation of Tract No. 10470 to CFD 2005-1.

Pros: None

Cons: Denying the Annexation of Tract No. 10470 into the CFD No. 2005-1 would prevent the City from levying special taxes within Tract No. 10470, in order to fund public services.

Reason not recommended: To adequately fund the perpetual maintenance of improvements and services within CFD No. 2005-1, staff recommends adoption of a resolution certifying election results and adding Tract No. 10470 to CFD 2005-1.

Fiscal Impact:

Adding Tract No. 10470 to the CFD No. 2005-1 would allow the City to levy special taxes to properties within Tract No. 10470, in order to fund for public services.

California Environmental Quality Act:

In accordance with California Environmental Quality Act (CEQA) Guidelines Sections 15168 (Program EIR), 15183 (Project Consistent with a Community Plan or Zoning) and 15332 (Urban Infill), the proposed project is exempt from further CEQA review.

Recommendation:

1. Approve Final Map Tract No. 10470, acceptance of all offers of dedications as stated and depicted on the final map upon completion and acceptance of improvements; and
2. Approve and authorize the Interim City Manager to execute the Subdivision Improvement Agreement between the City of Milpitas and Eighty-Eight Homes LLC.
3. Adopt a resolution certifying election results and adding Tract No. 10470 to Community Facilities District 2005-1 (Annexation No. 20); and

Attachments:

Attachment 1: Final Map Tract No. 10470

Attachment 2: Subdivision Improvement Agreement

Attachment 3: Resolution certifying election results and adding Tract No. 10470 to Community Facilities District No. 2005-1 (Annexation No. 20)

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BOUNDARY LINE. WE HEREBY OFFER FOR DEDICATION TO CITY OF MILPITAS FOR PUBLIC USE FOR OPERATION, ALTERATION, RELOCATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL PUBLIC SERVICE FACILITIES AND THEIR APPURTENANCES, OVER, UNDER, ALONG, AND ACROSS THE FOLLOWING:

AN EASEMENT FOR EMERGENCY VEHICLE ACCESS PURPOSES (EVAE).
AN EASEMENT FOR PUBLIC SERVICE AND UTILITY PURPOSES (PSUE).

THE ABOVE MENTIONED EASEMENTS SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE AND PUBLIC UTILITY STRUCTURES AND THEIR APPURTENANCES, IRRIGATION SYSTEMS AND THEIR APPURTENANCES AND LAWFUL FENCES. UNOBSTRUCTED CONTINUOUS ACCESS SHALL BE MAINTAINED AT ALL TIMES.

WE ALSO HEREBY RETAIN FOR THE PRIVATE USE OF THE LOT OWNERS WITHIN THIS SUBDIVISION, THEIR LICENSES, VISITORS AND TENANTS WITH MAINTENANCE THEREOF BY THEIR LOT OWNERS THE FOLLOWINGS INGRESS AND EGRESS EASEMENT (IEEE) AND PRIVATE UTILITY EASEMENT (PrUE).

THE DESIGNATED PRIVATE STREET ON THIS MAP IS NOT PART OF THE CITY OF MILPITAS STREET SYSTEM AND IS NOT ACCEPTED FOR PUBLIC MAINTENANCE.

AS OWNER: EIGHTY-EIGHT HOMES LLC,

BY: _____ DATED: _____ ,

NAME: MARY LY,

TITLE: MANAGER & CEO,

OWNER'S ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ ,
COUNTY OF _____ ,
ON, _____, 20__ BEFORE ME, _____ ,

A 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 _____ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

NOTARY'S SIGNATURE _____ ,

PRINTED NOTARY'S NAME _____ ,

NOTARY'S PRINCIPAL PLACE OF BUSINESS _____ ,

NOTARY'S COMMISSION NUMBER _____ ,

EXPIRATION OF NOTARY'S COMMISSION _____ ,

BENEFICIARY'S STATEMENT:

WE UNDERSIGNED CORPORATION, AS BENEFICIARY DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNERS STATEMENT AND ALL DEDICATIONS SHOWN HEREIN.

GREENLAKE REAL ESTATE FUND LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ DATED: _____ ,

NAME: _____ ,

TITLE: _____ ,

TRACT NO.10470 MAIN STREET TOWNHOUSES

A ONE LOT SUBDIVISION FOR CONDOMINIUM PURPOSES
CONSISTING OF 27 RESIDENTIAL CONDOMINIUMS AND ONE
COMMERCIAL CONDOMINIUM
JUNE 2019

BEING A RESUBDIVISION OF THE LANDS DESCRIBED AS ALL OF PARCEL 3 & 4, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP FOR WILLIAM J SCILACCI, BEING A PORTION OF THE MILPITAS RANCHO AND ALL OF PARCEL 3 OF THE RECORD OF SURVEY RECORDED IN BOOK 190 BOOK OF MAPS AT PAGE 42", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA ON SEPTEMBER 5, 1974 IN BOOK 345 OF MAPS AT PAGE 43, IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, CALIFORNIA.

CITY CLERK'S CERTIFICATE:

I, MARY LAVELLE, CITY CLERK OF THE CITY OF MILPITAS, CALIFORNIA, HEREBY CERTIFY THAT SAID CITY COUNCIL, AS GOVERNING BODY OF SAID CITY AT A REGULAR MEETING HELD ON JUNE 18, 2019, HAS TAKEN THE FOLLOWING ACTIONS:

1. APPROVED THIS TRACT MAP NO. 10470, MAIN STREET TOWNHOUSES.

2. ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC THOSE PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF DEDICATION:

AN EASEMENT FOR EMERGENCY VEHICLE ACCESS PURPOSES (EVAE).
AN EASEMENT FOR PUBLIC SERVICE AND UTILITY PURPOSES (PSUE).

3. PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP SHALL CONSTITUTE ABANDONMENT OF THE FOLLOWING:

PUBLIC SERVICE UTILITIES EASEMENT (PSE).

ALL OTHER PUBLIC STREETS AND EASEMENTS NOT SPECIFICALLY LISTED HEREON FOR ABANDONMENT ARE RETAINED FOR PUBLIC USE.

SIGNATURE: _____ DATED: _____ ,

MARY LAVELLE
CITY CLERK, CITY OF MILPITAS

BENEFICIARY'S ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ ,
COUNTY OF _____ ,
ON, _____, 20__ BEFORE ME, _____ ,

A 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 _____ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

NOTARY'S SIGNATURE _____ ,

PRINTED NOTARY'S NAME _____ ,

NOTARY'S PRINCIPAL PLACE OF BUSINESS _____ ,

NOTARY'S COMMISSION NUMBER _____ ,

EXPIRATION OF NOTARY'S COMMISSION _____ ,

CITY ENGINEER'S STATEMENT:

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

SIGNATURE: _____ DATED: _____ ,

STEVEN PATRICK ERICKSON
CITY ENGINEER, CITY OF MILPITAS
LICENSE NUMBER: R.C.E. NO. 57242

CITY SURVEYOR'S STATEMENT:

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

SIGNATURE: _____ DATED: _____ ,

DEAN A. JURADO
ACTING CITY SURVEYOR, CITY OF MILPITAS,
KIER & WRIGHT
LICENSE NUMBER: P.L.S. 9032

COUNTY RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2019, AT _____M. IN
BOOK OF MAPS _____, AT PAGES _____, SERIES NUMBERS _____,
AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

REGINA ALCOMENDRAS, COUNTY RECORDER

FEE: _____ BY: _____ ,
DEPUTY

SOILS REPORT:

A GEOTECHNICAL ENGINEERING INVESTIGATION FOR TRACT NO 10470 HAS BEEN PREPARED BY ADVANCE SOIL TECHNOLOGY, FILE NO.:15313-S (UPDATED), DATED NOVEMBER 2015 AND UPDATED JUNE 2018, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MILPITAS.

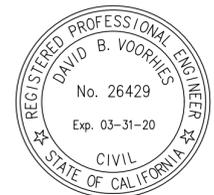
ENGINEER'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF EIGHTY-EIGHT HOMES LLC, MARY LY, ON MARCH 1, 2016. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE AUGUST 31, 2020 AND THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DAVID B. VOORHIES, R.C.E. 26429
REGISTRATION EXPIRES 03-31-2020



NTERRA GROUP
1295 E DUNNE AVE., SUITE 230
MORGAN HILL, CA 95037

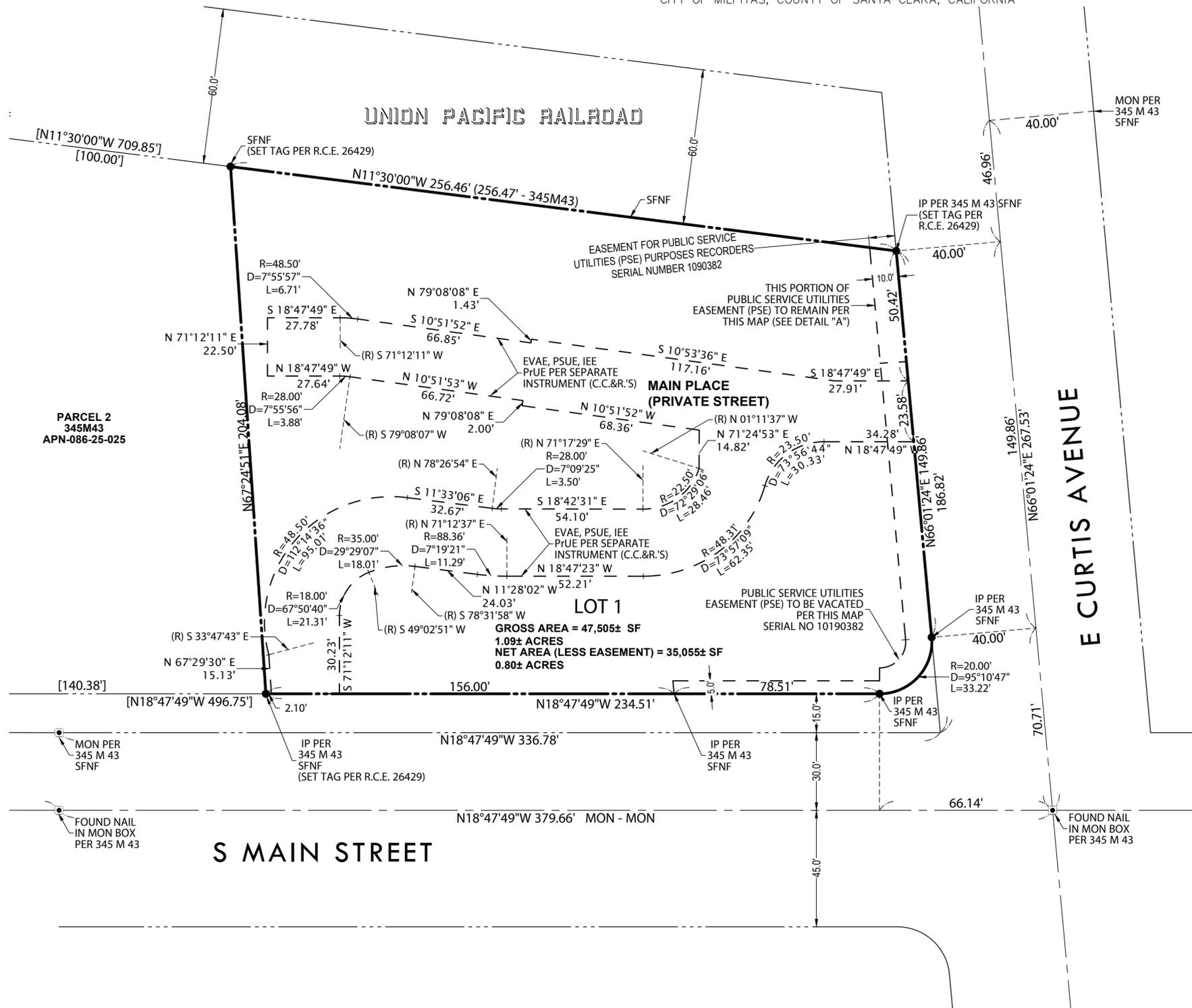
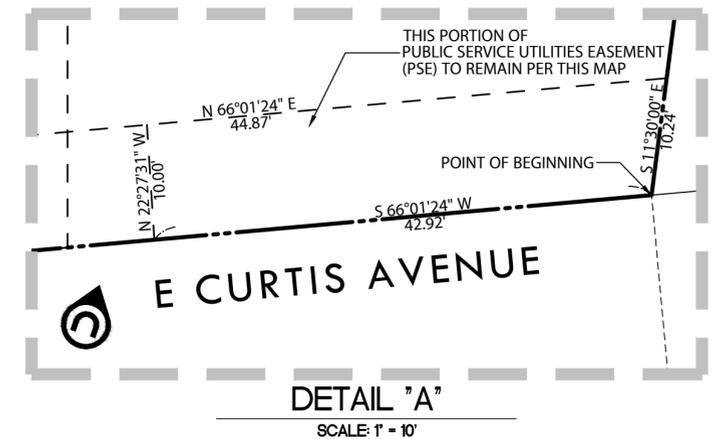
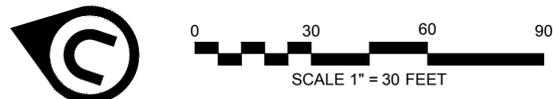


DATE: _____

TRACT NO. 10470 – MAIN STREET TOWNHOUSES

A ONE LOT SUBDIVISION FOR CONDOMINIUM PURPOSES
 CONSISTING OF 27 RESIDENTIAL CONDOMINIUMS AND ONE
 COMMERCIAL CONDOMINIUM
 JUNE 2019

BEING A RESUBDIVISION OF THE LANDS DESCRIBED AS ALL OF PARCELS 3 & 4, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP FOR WILLIAM J SCILACCI, BEING A PORTION OF THE MILPITAS RANCHO AND ALL OF PARCEL 3 OF THE RECORD OF SURVEY RECORDED IN BOOK 190 BOOK OF MAPS AT PAGE 42", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA ON SEPTEMBER 5, 1974 IN BOOK 345 OF MAPS AT PAGE 43. CITY OF MILPITAS, COUNTY OF SANTA CLARA, CALIFORNIA



BASIS OF BEARINGS:

THE BEARING OF N18°47'49"W SHOWN AS THE CENTERLINE OF SOUTH MAIN STREET ON THE PARCEL MAP RECORDED IN BOOK 345 OF MAPS AT PAGE 43.

LEGEND

PROPERTY LINE	—————
FORMER PROPERTY LINE	-----
ADJACENT PROPERTY LINE	-----
CENTERLINE	-----
EASEMENT	- - - - -
3/4" BRASS TAG OR IRON PIPE TO BE SET, TAGGED "RCE 26429"	●
STANDARD MONUMENT	■
COMPILED RECORD DIMENSION	[]

EASEMENTS OF RECORD:

EASEMENT DEED 22469243 OFFICIAL RECORDS DATED DECEMBER 11, 2013 NOT PLOTTABLE
 EASEMENT DEED IN BOOK 1815 OFFICIAL RECORDS PAGE 523
 DATED JULY 24, 1989 NOT PLOTTABLE

ABBREVIATIONS:

D	INCLUDED (DELTA) ANGLE
DOC.	DOCUMENT
E	EAST
EVE	EMERGENCY ACCESS EASEMENT
IEE	INGRESS/EGRESS EASEMENT
FND	FOUND
FT.	FEET
L	LENGTH
M	(OF) MAPS
MON.	MONUMENT
N	NORTH
NO.	NUMBER
PU-E	PRIVATE UTILITY EASEMENT
O.R.	(OF) OFFICIAL RECORDS
PUE	PUBLIC UTILITY EASEMENT
R	RADIUS
(R)	RADIAL
RCE	REGISTERED CIVIL ENGINEER
SFNF	SEARCHED FOR NOT FOUND
S	SOUTH
SF	SQUARE FEET



NTERRA GROUP
 1295 E DUNNE AVE., SUITE 230
 MORGAN HILL, CA 95037

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

CITY OF MILPITAS
455 E. Calaveras Boulevard
MILPITAS, CA 92035-5411
ATTN: Engineering Department

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per Government Code
Section 6103

CITY OF MILPITAS, CALIFORNIA

By: _____
City Clerk

**SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 10470**

Between

CITY OF MILPITAS

a California municipal corporation

and

EIGHTY-EIGHT HOMES LLC

a California limited liability company

**SUBDIVISION IMPROVEMENT AGREEMENT
TRACT MAP NO. 10470**

I. PARTIES AND DATE.

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this 18th day of June, 2019 by and between the CITY OF MILPITAS, a California municipal corporation (“City”) and EIGHTY-EIGHT HOMES LLC, a California limited liability company with its principal office located at 2186 Paseo Del Oro, San Jose, CA 95124 (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

II. RECITALS.

A. On May 26, 2016, Developer submitted to City an application for approval of a vesting tentative tract map for real property located within City, a legal description of which is attached hereto as Exhibit “A” (“Property”). The tentative tract map was prepared on behalf of Developer by Underwood & Rosenblum, Inc. and is identified in City records as Vesting Tract Map No. 10470 (“Tract No. 10470”).

B. Developer’s application for a vesting tentative tract map for Tract No. 10470 was deemed complete on November 8, 2017. On December 5, 2017, the MILPITAS CITY COUNCIL conditionally approved Developer’s application for a vesting tentative tract map for Tract No. 10470.

C. Developer has not completed all of the work or made all of the public improvements required by Title XI, Chapter 1, Section 7 of City’s municipal code, the Subdivision Map Act (Government Code sections 66410 *et seq.*) (“Map Act”), the conditions of approval for Tract No. 10470, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

D. Pursuant to Title XI, Chapter 1, Section 17 of City’s municipal code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 10470.

E. Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for Tract No. 10470.

III. TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder’s Office of the County of SANTA CLARA; (c) the City Council of the City (“City Council”) approves the final map for Tract No. 10470 and (d) Developer records the final

map for Tract No. 10470 in the Recorder's Office of the County of SANTA CLARA. If the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for Tract No. 10470.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of Tract No. 10470, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for Tract Map No. 10470 ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

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

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

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

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all

applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

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

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

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

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

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

4.2 RESERVED

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 10470 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Sections 11.0 and 13.0 of this Agreement.

6.0 Utilities. Developer shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No. 10470 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 10470.

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

9.0 Default; Notice; Remedies.

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

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

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

10.0 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and

severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

11.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of SANTA CLARA a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. If Tract No. 10470 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

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

13.0 Security; Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the City Engineer's approximation of the actual

cost to construct the Public Improvements, including the replacement cost for all landscaping (“Estimated Costs”). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer’s compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer’s indemnification obligation provided in Section 16.0 of this Agreement.

13.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0 et seq. of this Agreement, and to secure Developer’s one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of five hundred two thousand dollars and zero cents (\$502,000.00), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 10470, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 10470.

13.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of five hundred two thousand dollars and zero cents (\$502,000.00), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic’s lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City’s anticipated administrative and legal expenses arising out of such claims.

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

13.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit “C,” unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of

City, the forms and evidence of the Security shall be attached hereto as Exhibit “C” and incorporated herein by this reference.

14.0 RESERVED

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

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

16.1 Public Works Determination. Developer has been alerted to the requirements of California Labor Code section 1770 et seq., including, without limitation S.B. 975, which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

17.0 Insurance.

17.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below (“Required Insurance”). If any of the Required Insurance contains a general aggregate limit, such insurance

shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

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

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

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

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

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

17.3 Additional Insured; Separation of Insureds. The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

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

17.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required

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

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

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

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

19.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 10470, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

20.0 General Provisions.

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

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

20.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise

specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

CITY:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, CA 92236
Attn: Steve Erickson, PE

DEVELOPER:

Eighty-Eight Homes LLC
2186 Paseo Del Oro,
San Jose, CA 95124
Attn: Mary Ly

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

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

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

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

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

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

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

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

20.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.

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

City of Milpitas,
a California municipal corporation

Eighty-Eight Homes LLC.
a California limited liability company

By: _____

By: _____

Name: Steve McHarris

Name: Mary Ly

Title: Interim City Manager

Title: Managing Member

APPROVED AS TO FORM:

Christopher Diaz
City Attorney

APPROVED AS TO FORM:

Walter Rossmann
Finance Director

APPROVED AS TO SUFFICIENCY:

Steven Erickson
Engineering Director / City Engineer

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

ALL CAPACITY ACKNOWLEDGMENT

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

STATE OF _____
COUNTY OF _____

On _____ before me, _____
(Date) (Name and title of the officer)

personally appeared _____
(Name of person signing)

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 officer

(Seal)

ALL CAPACITY ACKNOWLEDGMENT

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

STATE OF _____

COUNTY OF _____

On _____ before me, _____
(Date) (Name and title of the officer)

personally appeared _____
(Name of person signing)

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 officer

(Seal)

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
TRACT NO. 10470

EXHIBIT "B"
LIST OF PUBLIC IMPROVEMENTS
TRACT NO. 10470

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 10470

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

PERFORMANCE BOND PRINCIPAL AMOUNT: \$502,000.00

Surety: _____
Attorney-in-fact: _____
Address: _____

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$502,000.00

Surety: _____
Attorney-in-fact: _____
Address: _____

CASH MONUMENT SECURITY: \$_____ **Date:** _____
Amount deposited per Cash Receipt No. _____

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

CITY OF MILPITAS
TRACT MAP NO. 10470 IMPROVEMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of MILPITAS, California (“City”) and _____ (“Principal”), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 10470 (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, _____ (“Improvement Agreement”);

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

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

NOW, THEREFORE, Principal and _____ (“Surety”), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of _____ dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, this ____ day of _____, _____.

Principal

Surety

By: _____
President

(print name)

By: _____
Attorney-in-Fact

(print name)

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

ALL CAPACITY ACKNOWLEDGMENT

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

STATE OF _____

COUNTY OF _____

On _____ before me, _____
(Date) (Name and title of the officer)

personally appeared _____
(Name of person signing)

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 officer

(Seal)

ALL CAPACITY ACKNOWLEDGMENT

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

STATE OF _____

COUNTY OF _____

On _____ before me, _____
(Date) (Name and title of the officer)

personally appeared _____
(Name of person signing)

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 officer

(Seal)

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

CITY OF MILPITAS
TRACT MAP NO. 10470 IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of MILPITAS, California (“City”) and _____ (“Principal”), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 10470 (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, _____ (“Improvement Agreement”);

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

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney’s fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and _____ (“Surety”), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of _____ DOLLARS, (\$ _____), said sum being not less than 100% of the total cost of the Public

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

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

This bond is executed and filed to comply with Section 66499 *et seq.* of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, this ____ day of _____, _____.

Principal

Surety

By: _____
President

By: _____
Attorney-in-Fact

(print name)

(print name)

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS CERTIFYING THE RESULTS OF AN ELECTION AND ADDING TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES)

(Annexation No. 20)

WHEREAS, the City Council of the City of Milpitas (the "City Council") has previously formed Community Facilities District No. 2005-1 (Public Services) ("CFD No. 2005-1") pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), as amended, for the purpose of financing certain Public Services; and

WHEREAS, acting pursuant to the Act, the City Council also authorized by the adoption of Resolution No. 7521 (the "Resolution Authorizing Future Annexation") the annexation in the future of territory to CFD No. 2005-1, such territory designated as Future Annexation Area, Community Facilities District No. 2005-1 (the "Future Annexation Area"); and

WHEREAS, at this time the unanimous consent to the annexation of certain territory located within the Future Annexation Area to CFD No. 2005-1 has been received from the property owner of certain parcels within such territory, and such territory has been designated as Annexation No. 20 (the "Territory"); and

WHEREAS, less than twelve (12) registered voters have resided within the Territory for each of the ninety (90) days preceding the election date established for each parcel located within the Territory, therefore, pursuant to the Act the qualified elector of each parcel located within the Territory shall be the "landowner" of such parcels as such term is defined in Government Code Section 53317(f), and such landowner who is the owner of record as of the applicable election date, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of the parcel of land that landowner owns within such Territory; and

WHEREAS, the time limit specified by the Act for conducting an election to submit the levy of the special taxes on each of the parcels within the Territory to the qualified elector of each such parcel and the requirements for impartial analysis and ballot arguments have been waived with the unanimous consent of the qualified elector of the Territory; and

WHEREAS, the City Clerk of the City of Milpitas, the election official authorized by this City Council to conduct such election, has caused a ballot to be distributed to the qualified elector of the Territory, has received and canvassed such ballot and made a report to the City Council regarding the results of such canvass, a copy of which is attached as **Exhibit A** hereto and incorporated herein by this reference; and

WHEREAS, at this time the measure voted upon and such measure did receive the favorable vote of the qualified elector of the Territory, and the City Council desires to declare the results of the election; and

WHEREAS, a map showing the Territory and designated as Annexation Map No. 20 (the "Annexation Map"), a copy of which is attached as **Exhibit B** hereto and incorporated herein by this reference, has been submitted to this legislative body.

NOW, THEREFORE, the City Council of the City of Milpitas, California, acting as the legislative body of Community Facilities District No. 2005-1, hereby finds, determines and resolves as follows:

1. **Recitals.** The above recitals are true and correct.
2. **Findings.** This legislative body does hereby further determine as follows:
 - A. The unanimous consent as described in the recitals hereto to the annexation of each parcel located within the Territory to CFD No. 2005-1 has been given by the owner of each such parcel and such consent shall be kept on file in the Office of the City Clerk of the City of Milpitas.

- B. Less than twelve (12) registered voters have resided within the Territory for each of the ninety (90) days preceding the election date established for each of the parcels located within the Territory, therefore, pursuant to the Act the qualified elector for each such parcel located within the Territory shall be the "landowner" of each such parcel as such term is defined in Government Code Section 53317(f).
 - C. The qualified elector of each parcel located within the Territory has voted in favor of the levy of special taxes on such parcel upon its annexation to CFD No. 2005-1.
3. Territory. The boundaries and parcels of property within the Territory and on which special taxes will be levied in order to pay for the costs and expenses of authorized Public Services are shown on the Annexation Map as submitted to and hereby approved by this legislative body.
 4. Declaration of Annexation. This legislative body does hereby determine and declare that the Territory, and each parcel therein, is now added to and becomes a part of CFD No. 2005-1. The City Council, acting as the legislative body of CFD No. 2005-1, is hereby empowered to levy the authorized special tax within the Territory.
 5. Notice. Immediately upon adoption of this Resolution, notice shall be given as follows:
 - A. A copy of the Annexation Map as approved shall be filed in the Office of the County Recorder of the County of Santa Clara (the "County Recorder") no later than fifteen (15) days after the date of adoption of this Resolution.
 - B. An Amendment to the Notice of Special Tax Lien (Notice of Annexation) shall be recorded in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.
 6. Effective Date. This Resolution shall become effective upon its adoption.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

EXHIBIT B

ANNEXATION MAP

EXHIBIT 2

ANNEXATION MAP NO. 20 AND UPDATE OF ANNEXATION MAP NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 OF CITY OF MILPITAS COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES), COUNTY OF SANTA CLARA STATE OF CALIFORNIA AS RECORDED IN BOOK 41 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 3 O R. SANTA CLARA COUNTY

SHEET 1 OF 1

Filed in the Office of the City Clerk of the City of Milpitas, California this ____ day of _____, 2019.

City Clerk
City of Milpitas
State of California

I hereby certify that the within Annexation Map showing boundaries of territory annexed to Community Facilities District No. 2005-1 (Public Services) of the City of Milpitas, County of Santa Clara, State of California, was approved by the City Council of the City of Milpitas at a regular meeting thereof, held on the ____ day of _____, 2019, by its Resolution No. _____.

City Clerk
City of Milpitas
State of California

Filed this ____ day of _____, 2019, at the hour of ____ o'clock ____ m., in Book ____ of Maps of Assessment and Community Facilities Districts at Page ____ in the Office of the County Recorder in the County of Santa Clara, State of California.

County Recorder, Regina Alcomendras
State of California

The territory included in the Community Facilities District shall include only Santa Clara County Assessor's for the following Annexation Maps:
Initial formation CFD 2005-1 : 08657001-08657104, 08659012-08659072,
08660001-08660055, 08662001-08662050, 08665001-08665095
Map No. 1 : 08667001-08667105, 08668001-08668105
Map No. 2 : 08667001-08667137
Map No. 3 : 02834001-02834029
Map No. 4 : 02208045
Map No. 5 : 08634028-08634034, 08666001-08666024
Map No. 6 : 02835001-02835065
Map No. 7 : 08816081-08816085
Map No. 8 : 08622043-08622045
Map No. 9 : 08601041, 08601042
Map No. 10 : 08629049, 08629050
Map No. 11 : 08629042, 08629061, 08629062, 08629075, 08629076
Map No. 12 : 08616100
Map No. 13 : 08628041, 08639003
Map No. 14 : 08639001, 08639002
Map No. 15 : 02237011, 02237012
Map No. 16 : 08628050
Map No. 17 : 02237017
Map No. 18 : 08627009, 08627014, 08627051, 08627052
Map No. 19 : 08622046-08622048
Map No. 20 : 08625020, 08625021

and all publicly owned areas in the City of Milpitas landscaped or capable of being landscaped such as parks, parkways, street medians, interchange areas, light rail areas, open space and all similar areas. All other areas depicted on this map indicate territory that may be annexed to the Community Facilities District in the future.

Legend

City Boundary
Location of Initial Formation (Assessor Parcel No. 08605089)
Annexation Area
Annexation Map No. ①

Reference is hereby made to the Assessor maps of the County of Santa Clara for an exact description of the lines and dimensions of each lot and parcel.

Boundaries of the City of Milpitas Community Facilities District No. 2005-1



PREPARED FOR MAP NO. 20 ANNEXATION

DAVID VOORNES, RCE #26429 DATE _____
 THE SIGNATURE ABOVE IS ONLY FOR THE UPDATE TO EXHIBIT 2 FOR ASSASSOR'S MAP NO. 20 AND IS NOT THE RECORDING ANNEXATION ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 3 PROVIDED BY THE CITY OF MILPITAS

Drawn by: EIC File No. 020 2005-1 Sheet 1 of 1

Item Attachment Documents:

C6. Adopt a Resolution to Approve Project Plans and Specifications, and Award a Construction Contract for the Base Bid plus Add Alternates 1 and 4 for the Milpitas Skate Park and Concession/Storage/Restroom Buildings, Project No. 5111, CP No. 3424, and CP No. 6133; and Approve a Budget Appropriation

Recommendation:

- 1) Adopt a Resolution to Approve Project Plans and Specifications and Award a Construction Contract for the Base Bid plus Add Alternates 1 and 4 and Authorize the Interim City Manager to Execute the Contract with the Lowest Responsible Bidder Submitting a Responsive Bid, Suarez and Munoz Construction, Inc., in the Amount of \$4,579,156 for the Milpitas Skate Park and Concession/Storage/Restroom Buildings, Project No. 5111, CP No. 3424, and CP No. 6133, and Authorize the Engineering Director/City Engineer to Negotiate and Execute Contract Change Order(s) in an Aggregate Amount Not to Exceed \$690,000;**
 - 2) Approve a Budget Appropriation in the Amount of \$800,000 from the General Fund Unassigned Reserves.**



**CITY OF MILPITAS
AGENDA REPORT
(AR)**

Item Title:	Adopt a Resolution to Approve Project Plans and Specifications, and Award a Construction Contract for the Base Bid plus Add Alternates 1 and 4 for the Milpitas Skate Park and Concession/Storage/Restroom Buildings, Project No. 5111, CP No. 3424, and CP No. 6133; and Approve a Budget Appropriation
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	6/18/2019
Staff Contact:	Steve Erickson, (408) 586-3301
Recommendation:	<ol style="list-style-type: none"> 1) Adopt a Resolution to Approve Project Plans and Specifications and Award a Construction Contract for the Base Bid plus Add Alternates 1 and 4 and Authorize the Interim City Manager to Execute the Contract with the Lowest Responsible Bidder Submitting a Responsive Bid, Suarez and Munoz Construction, Inc., in the Amount of \$4,579,156 for the Milpitas Skate Park and Concession/Storage/Restroom Buildings, Project No. 5111, CP No. 3424, and CP No. 6133, and Authorize the Engineering Director/City Engineer to Negotiate and Execute Contract Change Order(s) in an Aggregate Amount Not to Exceed \$690,000; 2) Approve a Budget Appropriation in the Amount of \$800,000 from the General Fund Unassigned Reserves.

Background:

The Milpitas Skate Park and Concession/Storage/Restroom Buildings, Project No. 5111, CP No. 3424, and CP No. 6133, (“Project”), are included in the approved 2018-2023 Capital Improvement Program. The Project provides for the construction of a 20,000-square foot skate park facility, replacement of the aging concession/restroom building, addition of a second two stall restroom building, installation of new equipment storage for the sports leagues, and rehabilitation of a sanitary sewer pipeline serving the snack shack/restroom at the Milpitas Sports Center Complex located at 1325 E. Calaveras Boulevard.

On September 4, 2018, the City Council approved the Skate Park conceptual design for the Project, and staff has completed the Project plans and specifications in accordance with the approved concept design (**Attachment 2**), which are now ready for City Council approval. A copy of the construction plans and specifications are included as (**Attachment 3**).

The Project was advertised for bid proposals in the Milpitas Post on April 26, 2019 and May 3, 2019. The bid documents included seven Add Alternate bid items (1 to 7). The Add Alternate bid items include: metal roof shade structure (Alternate Bid Item 1), fabric shade structure (Alternate Bid Item 2), additional picnic tables (Alternate Bid Item 3), installation of an additional two-stall modular restroom building (Alternate Bid Item 4); stucco finish on the concession/restroom building (Alternate Bid Item 5), 60-foot flag pole (Alternate Bid Item 6), and a credit for an aggregate base foundation in lieu of mat slab foundation for storage containers (Alternate Bid Item 7).

The Engineer’s estimate for the Project base bid is \$4,014,724, and the estimated cost for the seven Alternate bid items is an additional \$608,065. Bid opening was held on May 24, 2019.

Analysis:

The May 24, 2019 bid opening resulted in the City receiving three sealed bid proposals, which ranged in pricing from \$4,104,156 to \$4,425,000 for the base bid. The lowest responsible bidder submitting a responsive bid is Suarez and Munoz Construction, Inc., in the amount of \$4,104,156. No bid protests were filed with the City in regards to this Project. The Summary of Bid Results is shown in **Attachment 4** and in the tables below:

Bidder	Location	Base Bid	Total of Alternate Bid Items (1-7)	Total Bid (Base plus Alternate Bids)
Engineer's Estimate		\$4,014,724	\$608,065	\$4,622,789
Suarez & Munoz Construction, Inc.	Hayward, CA	\$4,104,156	\$652,500	\$4,756,656
Saboo Inc.	Brentwood, CA	\$4,344,489	\$697,500	\$5,041,989
Integra Construction	Pleasanton, CA	\$4,425,000	\$302,707	\$4,727,707

Add Alternate Bid Item	Description	Engineer's Estimate	Suarez & Munoz Construction	Saboo Inc.	Integra Construction
1**	Shade Structure - Metal	\$ 50,800	\$ 75,000	\$ 75,000	\$35,000
2	Shade Structure - Fabric	\$158,750	\$125,000	\$140,000	\$80,000
3	Picnic Tables	\$ 7,239	\$ 7,500	\$ 40,000	\$15,000
4**	Northern Restroom	\$362,110	\$400,000	\$410,000	\$141,207
5	Stucco finish at Concession/Restroom Building	\$25,000	\$ 15,000	\$ 51,000	\$30,000
6	60 ft flag pole	\$19,050	\$ 40,000	\$ 6,500	\$ 9,000
7	Class 2 aggregate base at storage containers	<\$14,884>	<\$ 10,000>	<\$ 25,000>	<\$ 7,500>
	Total	\$ 608,065	\$ 652,500	\$697,500	\$302,707

**** Add Alternate Items recommended for Award**

The bid pricing submitted by the apparent low bidder, Suarez & Munoz Construction, Inc., is approximately 1.5% higher than the Engineer's Estimate, and the highest bid price submitted is just over 10% higher. The higher than anticipated pricing is due to the current Bay Area construction market as well as the specialized and precise concrete work required for the skate park features.

Following review of proposals, staff recommends awarding the Project construction contract for the Base Bid and Alternate Bid Items 1 and 4 to Suarez & Munoz Construction, Inc., for a total price of \$4,579,156. A budget appropriation of \$800,000 from the City's General Fund Unassigned Reserves is required to award this contract.

As previously approved for the successful completion of recent projects with tight completion schedules, staff is requesting the use of the same change order policy, see **Attachment 5**. This policy allows for a timely completion of the Project, while addressing the need to respond swiftly to construction conditions and approve necessary change orders in order to limit potential claims or risks to the City. The construction contingency established for this Project is \$690,000, approximately 15% of the total contract value. The change order authority is not anticipated to exceed this amount.

Policy Alternatives:

Alternative 1: Award the Base Bid project only without any add alternate items, reduce the contract change order amount from 15% to 5%, and do not appropriate additional funding for construction.

Pro: No budget appropriation would be needed.

Con: Awarding the base bid project only would eliminate the second restroom building and shade structures from the project and would reduce the construction change order contingency amount to 5%.

Reason for not recommending: The inclusion of the additional restroom building and shade structure for the skate park are recommended. The additional restroom building is beneficial to service both the Sports Center and Cardoza Park, and the installation of shade structure amenities within the skate park provided a comfortable experience for users and are beneficial in hot weather. Staff recommends a construction contingency of at least 10% to address unforeseen construction conditions. Reducing the construction contingency to 5% could result in extensive delays to the project construction and completion.

Alternative 2: Award Base Bid project and all Add Alternate Items 1 thru 7.

Pro: The project would include all project amenities.

Con: A budget appropriation in the amount of \$1,100,000 from General Fund Unassigned Reserves would be required to award the base project with Add Alternate Items 1 thru 7, which exceeds the funding available.

Reason for not recommending: There is not available funding to award the project with all seven add alternate items, and it is not recommended to fund at this time. The inclusion of the Add Alternate items 1 (additional restroom building) and 4 (shade structure) are essential to the project, and the recommendation is to only include these items with the award of the project.

Fiscal Impact: A budget appropriation of \$800,000 from the City's General Fund Unassigned Reserve into the construction phase (Phase 7) of the project is required to award the construction contract for the Base Bid and Add Alternates 1 and 4. Currently, the available balance in the General Fund Unassigned Reserve is approximately \$11.1 million. As proposed during the Budget Public Hearing and Adoption on June 11, 2019, \$10.18 million of this balance will be re-allocated to other General Fund Reserves (\$4.45 million to the Budget Stabilization Fund, \$1.0 million to the Technology Replacement Reserve, \$4.5 million to the Facilities Replacement Fund, \$0.23 million to Artificial Turf). Staff will be bringing forward this recommendation in the fall of 2019 as part of FY 2018-19 Year End Budget Adjustments. This will result in a remaining balance of \$0.92 million. However, the final balance of the General Fund Unassigned Reserves will be determined once FY 2018-19 closes as a General Fund surplus is projected primarily due to vacancy savings in departmental budgets, which will result in an increase to the available balance. Therefore, staff anticipates that there are sufficient funds in the City's General Fund Unassigned Reserve to fund the \$800,000 additional amount needed for this project.

As of April 30, 2019, the available/uncommitted balances for Project No. 5111, CP No. 3424, and CP No. 6133 are as follows:

CP 5111	\$4,805,000
CP 3424	\$75,000
CP 6133	\$200,000
Requested Budget Appropriation	\$800,000
Total Balance Available for the Project:	\$5,880,000

Summary of Estimated Construction Cost:

Lowest Responsive Base Bid	\$4,104,156
Alternate Bid Items 1 & 4	\$475,000
15% Construction Contingency	\$690,000
Administration	\$150,000
Inspection & Testing (10%)	\$460,000
Total Construction Cost	\$ 5,879,156

The estimated annual maintenance cost for the improvements at Milpitas Sports Center Complex is \$5,000, and it is recommended the Public Works Park Maintenance Budget be adjusted to account for this additional cost upon completion of the Project

California Environmental Quality Act: The firm of David J. Powers & Associates Inc. created the CEQA documents for this project. The City's Planning Department determined the Project is exempt under Section 15301 (Existing Facilities) of the CEQA Guidelines.

Recommendations:

Staff recommends the City Council:

- 1) Adopt a Resolution to Approve Project Plans and Specifications and Award a Construction Contract for the Base Bid plus Add Alternates 1 and 4 and Authorize the Interim City Manager to Execute the Contract with the Lowest Responsible Bidder Submitting a Responsive Bid, Suarez and Munoz Construction, Inc., in the Amount of \$4,579,156 for the Milpitas Skate Park and Concession/Storage/Restroom Buildings, Project No. 5111, CP No. 3424, and CP No. 6133, and Authorize the Engineering Director/City Engineer to Negotiate and Execute Contract Change Order(s) in an Aggregate Amount Not to Exceed \$690,000;
- 2) Approve a Budget Appropriation in the Amount of \$800,000 from the General Fund Unassigned Reserves.

Attachments:

Attachment 1: Resolution

Attachment 2: Approved Concept Plan

Attachment 3: Project Plans

Attachment 4: Bid Summary

Attachment 5: Change Order Policy

Attachment 6: Budget Change Form

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING THE PROJECT PLANS AND SPECIFICATIONS, AWARDED A CONSTRUCTION CONTRACT TO AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER SUBMITTING A RESPONSIVE BID, SUAREZ AND MUNOZ, INC., IN THE AMOUNT OF \$4,579,156 FOR THE MILPITAS SKATE PARK AND CONCESSION/STORAGE/RESTROOM BUILDINGS, PROJECTS NO. 5111, NO. 3424 AND NO. 6133, AND AUTHORIZING THE DIRECTOR OF ENGINEERING/CITY ENGINEER TO NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDER(S) IN AN AGGREGATE AMOUNT NOT TO EXCEED \$690,000 FOR THE PROJECT

WHEREAS, the Milpitas Skate Park/Concession /Storage/Restroom Buildings, Projects No. 5111, No. 3424 and No. 6133 (“Project”) provides for the construction of a 20,000-square foot skate park, replacement of the existing concession/restroom building, addition of a second two-stall restroom building, installation of new equipment storage for the sports leagues, and rehabilitation of a sanitary sewer service line at the Milpitas Sports Center Complex located at 1325 E. Calaveras Boulevard; and

WHEREAS, the Project was advertised for bid in the Milpitas Post on April 26 and May 3, 2019, with a base bid and seven add alternate bid items consisting of: metal roof shade structure (Alternate Bid Item 1) fabric shade structure (Alternate Bid Item 2), additional picnic tables (Alternate Bid Item 3), an additional two-stall modular restroom building (Alternate Bid Item 4), stucco finish on the concession/restroom building (Alternate Bid Item 5), 60-foot flag pole (Alternate Bid Item 6), and a credit for an aggregate base foundation for the storage containers in lieu of mat slab foundation (Alternate Bid Item 7); and

WHEREAS, the Engineer’s Estimate for the base plus add alternate bid items for the Project is \$4,622,789; and

WHEREAS, the bid opening on May 24, 2019, resulted in the City receiving three sealed bid proposals, which ranged in pricing from \$4,104,156 to \$4,425,000; and

WHEREAS, the lowest responsible bidder submitting a responsive bid is Suarez and Munoz Construction, Inc., with a total bid amount of \$4,104,156; and

WHEREAS, the bid package included seven (7) add alternate items for consideration of submitted pricing after bid opening. Staff recommends awarding the Project with Alternate Bid Items one (1) and four (4), for a not-to-exceed amount of \$4,579,156, and

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

WHEREAS, staff recommends the City Council award a construction contract to Suarez and Munoz Construction, Inc., the lowest responsible bidder submitting a responsive bid for the Project, and authorize the City Manager to execute a contract for the Base Bid and Alternate Bid Items 1 and 4 in the amount of \$4,579,156 in accordance with State law; and

WHEREAS, a budget appropriation of \$800,000 from the General Reserves Fund is necessary for construction; and

WHEREAS, staff recommends the City Council authorize the Director of Engineering/City Engineer to negotiate and execute change order(s) in an amount not to exceed \$690,000, 15% percent of the total contract value, due to the Project's tight completion schedule and staff's capability to respond swiftly to unanticipated construction conditions to limit potential claims or risk to the City.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council hereby approves the Project Plans and Specifications.
3. The City Council hereby awards the construction contract to and authorizes the City Manager to execute the contract and related documents with the lowest responsible bidder submitting a responsive bid, Suarez and Munoz Construction, Inc., in the amount of \$4,579,156 for the Project.
4. The Director of Engineering/City Engineer is hereby authorized to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$690,000 for the Project.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

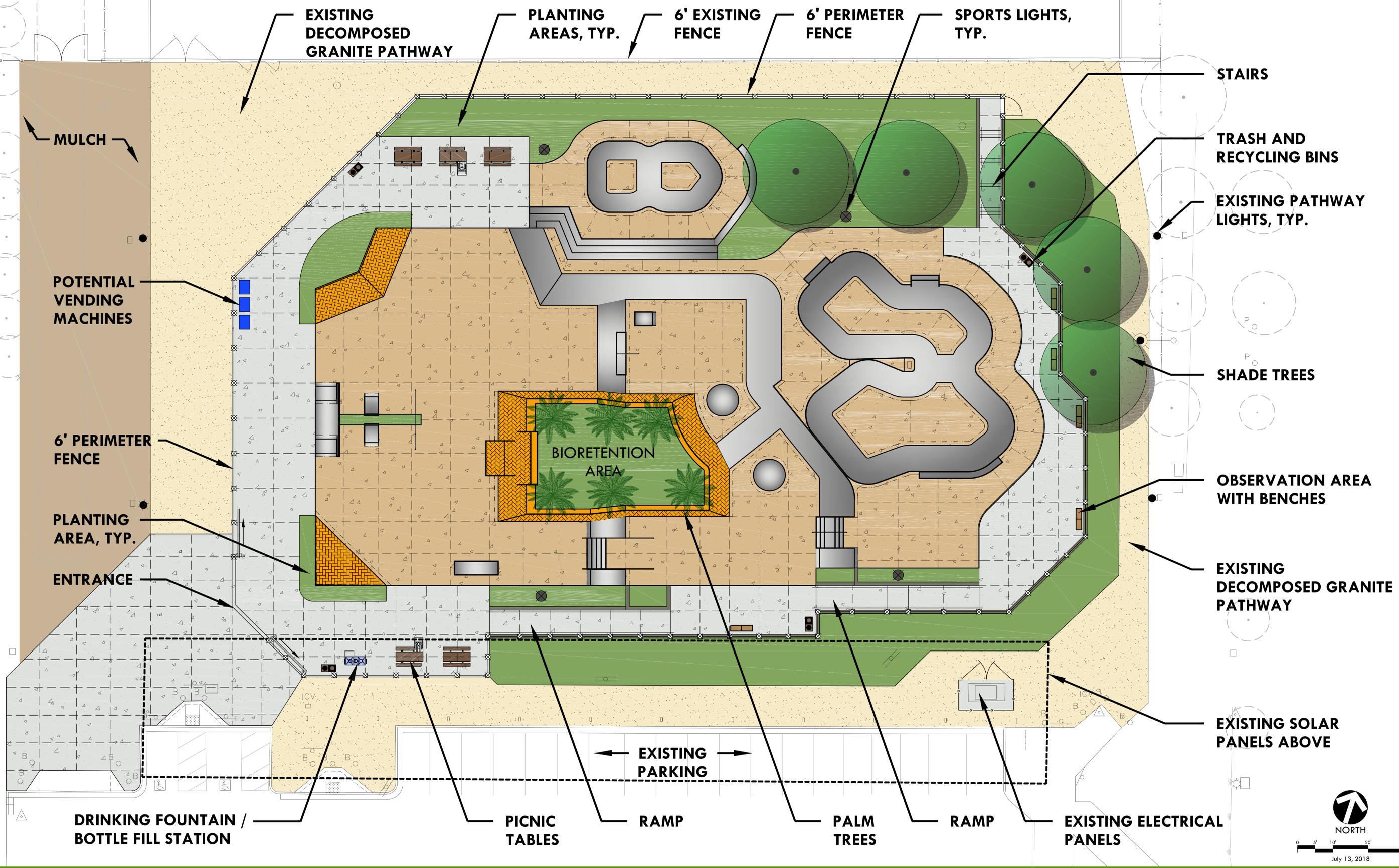
Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

← EXISTING SPORTS FIELD →



← EXISTING PARKING →

RAMP

PALM TREES

RAMP



Concept Plan
 Skate Park - Milpitas Sports Center
 City of Milpitas
 Milpitas, CA



LANDSCAPE ARCHITECTURE
 CIVIL ENGINEERING
 SPORT PLANNING & DESIGN
 2455 The Alameda, Ste. 200
 Santa Clara, CA 95050
 tel: 408.985.7200
 fax: 408.985.7260
 www.verdedesigninc.com

CITY GENERAL NOTES

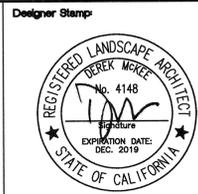
1. ALL MATERIAL AND WORKMANSHIP SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS, SPECIFICATIONS, LATEST EDITION OF STANDARDS AND ORDINANCES OF THE CITY OF MILPITAS AND THE LATEST STATE STANDARD SPECIFICATIONS. STANDARD DRAWINGS AND DETAILS ARE AVAILABLE AT WWW.CLMILPITAS.CA.GOV OR THE ENGINEERING DEPARTMENT, 408-586-3300. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PERMITS NECESSARY TO PERFORM THE IMPROVEMENTS IN THESE PLANS FROM THE APPROPRIATE AGENCIES AND TO COMPLY WITH THE AGENCIES' REQUIREMENTS. THE CONTRACTOR MUST COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL LAWS.
2. CONTRACTOR MUST NOTIFY THE OWNER'S REPRESENTATIVE 48 HOURS IN ADVANCE BEFORE STARTING ANY WORK FOR THIS PROJECT.
3. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES A MINIMUM OF 2 WORKING DAYS IN ADVANCE OF CONSTRUCTION TO FIELD LOCATE UTILITIES, CONTACT UNDERGROUND SERVICE ALERT (USA) AT (800)-442-2444 AND OBTAIN A REFERENCE NUMBER. ANY ADDED COST ON THE PART OF THE CONTRACTOR AS A RESULT OF THE ACTUAL LOCATIONS OF EXISTING UTILITIES BEING DIFFERENT FROM THOSE SHOWN ON THE PLANS SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT UNIT PRICE.
4. ALL QUANTITIES AND PAY ITEMS ARE AND WILL BE BASED ON ACTUAL FIELD MEASUREMENTS. ALL LOCATIONS OF IRON, MONUMENTS, AND TRAFFIC LOOPS ON PLANS ARE APPROXIMATE AND SHALL BE FIELD LOCATED PRIOR TO STARTING CONSTRUCTION.
5. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO STARTING CONSTRUCTION. ANY CONFLICT WITH THE DRAWINGS OR SPECIFICATIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE.
6. CONTRACTOR SHALL MEET WITH OWNER'S REPRESENTATIVE / PROJECT INSPECTOR AND SIGN OFF ON QUANTITIES WITHIN 48 HOURS OF COMPLETING EACH SEGMENT.
7. CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL PRIOR TO EXCEEDING ESTIMATED QUANTITIES.
8. ALL RESPONSIBLE CONTRACTOR REPRESENTATIVES (CONTRACTOR'S SUPERINTENDENT AND SUBCONTRACTOR'S SUPERINTENDENT) WILL BE REQUIRED TO ATTEND A PRE-CONSTRUCTION MEETING WHICH WILL BE SCHEDULED BY THE CITY PRIOR TO THE COMMENCEMENT OF ANY WORK.
9. CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE TO THE OWNER'S REPRESENTATIVE (AND UPDATE AS REQUIRED PER SPECIFICATIONS) FOR APPROVAL AT LEAST 15 CALENDAR DAYS PRIOR TO THE BEGINNING OF ANY WORK WITHIN THE CONSTRUCTION SITE.
10. DETOUR OF THROUGH TRAFFIC TO NEARBY STREETS WILL NOT BE PERMITTED. CONTRACTOR MUST MAINTAIN AT LEAST ONE THROUGH TRAFFIC LANE, PER TRAVEL DIRECTION, AT ALL TIMES OR MAKE SPECIAL PROVISION TO ALLOW THROUGH TRAFFIC.
11. ALL EXISTING UTILITIES, IMPROVEMENTS, LANDSCAPING AND PROPERTY THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE, AT CONTRACTOR'S SOLE EXPENSE.
12. SAFETY MEASURES: AT ALL TIMES THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE INCLUDING PUBLIC SAFETY, WORKER SAFETY AND PROPERTY. INCLUDING COMPLIANCE WITH REQUIREMENTS AND PERMIT CONDITIONS OF THE STATE OF CALIFORNIA DIVISION OF INDUSTRIAL SAFETY. (THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT JUST DURING WORKING HOURS) AND FOR ALL NECESSARY INDEPENDENT ENGINEERING REVIEWS OF THE CONDITIONS, THE ENGINEER'S JOB SITE REVIEW IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES. WHENEVER THE CONTRACTOR'S OPERATIONS CREATE A CONDITION HAZARDOUS TO TRAFFIC OR PUBLIC, CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN APPROPRIATE TRAFFIC SAFETY DEVICES AND SIGNAGE TO PREVENT ACCIDENTS OR DAMAGE OR INJURY TO THE PUBLIC.
13. CONTRACTOR SHALL CONFORM TO ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH STANDARDS AND REGULATIONS BY THE CITY, STATE AND FEDERAL.
14. HAUL ROUTES SHALL BE ONLY ON THOSE STREETS AS PRE-APPROVED BY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL NOT ALLOW MATERIAL TO BLOW OR SPILL OVER AND UPON SAID ADJACENT, PUBLIC OR PRIVATE PROPERTY WHEN HAULING EARTH, SAND, GRAVEL, STONE, DEBRIS, PAPER, OR ANY SUBSTANCE OVER ANY PUBLIC STREET, ALLEY OR PUBLIC PLACE.
15. ALL SURVEY MONUMENTATIONS SHALL BE PROTECTED AND PERPETUATED IN PLACE. ANY DISTURBED OR COVERED MONUMENTS SHALL BE RESET BY A CALIFORNIA LICENSED LAND SURVEYOR AT THE DIRECTION OF THE CITY REPRESENTATIVE, AT THE CONTRACTOR'S SOLE EXPENSE.
16. NO CONSTRUCTION IS PERMITTED ON THE FOLLOWING HOLIDAYS: NEW YEARS DAY, MARTIN LUTHER KING BIRTHDAY, LINCOLN'S BIRTHDAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY.
17. CONTRACTOR SHALL COMPLY WITH THE CITY'S NON-POINT SOURCE POLLUTION PREVENTION ORDINANCE AND THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND USE/INSTALLATION OF BEST MANAGEMENT PRACTICES (BMP) FOR THIS PROJECT.
18. CONTRACTOR SHALL MAINTAIN THE PROJECT SITES IN A NEAT AND PROFESSIONAL CONDITION AT ALL TIMES. CONTRACTOR SHALL NOT STORE MATERIALS ON PUBLIC ROADWAYS. CONTRACTOR SHALL REMOVE ALL DEBRIS AND EQUIPMENT AT THE END OF EACH WORKING DAY.
19. THE CONTRACTOR SHALL PROVIDE TEMPORARY PEDESTRIAN WALKWAYS/PATHS THAT ARE ADA COMPLIANT TO TRAVERSE AROUND WORK AND FOR EVERY PEDESTRIAN RAMP/SIDEWALK SECTION REMOVED.
20. ANY OPERATION THAT CREATES DUST SHALL BE STOPPED IMMEDIATELY IF DUST AFFECTS ADJACENT PROPERTIES. SUFFICIENT WATERING TO CONTROL DUST IS REQUIRED AT ALL TIMES AND DUST PALLIATIVE MAY BE REQUIRED BY THE CITY ENGINEER. MUD TRACKED ONTO STREETS OR ADJACENT PROPERTIES SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR. STREETS SHALL BE SWEEPED AT CONTRACTOR'S EXPENSE AS REQUIRED BY THE PROJECT SPECIFICATIONS AND AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
21. CONTRACTOR SHALL COMPLY WITH THE CITY OF MILPITAS ORDINANCE. THE CONTRACTOR SHALL NOT ENGAGE OR PERMIT OTHERS TO ENGAGE IN ANY CONSTRUCTION RELATED OPERATIONS INCLUDING DELIVERY OF MATERIALS AND/OR EQUIPMENT TO OR FROM THE CONSTRUCTION SITE EXCEPT WITHIN THE HOURS OF 7:00 AM TO 7:00 PM ON WEEKDAYS AND WEEKENDS.
22. CONTRACTOR SHALL PROVIDE ADEQUATE TRAFFIC CONTROLS INCLUDING FLAG PERSONS PER SPECIFICATIONS AND SHALL SUBMIT A TRAFFIC CONTROL PLAN AND HAUL ROUTE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER, PRIOR TO THE START OF WORK WITHIN THE PUBLIC RIGHT OF WAY. THE CITY RESERVES THE RIGHT TO REQUIRE MODIFICATIONS TO THE APPROVED PLAN IN THE FIELD.
23. AT ALL TIMES, THE CONTRACTOR SHALL HAVE A SUFFICIENT NUMBER OF CONES, TEMPORARY SIGNAGE, BARRICADES, AND OTHER TRAFFIC CONTROL AND SAFETY DEVICES AT HAND IN ORDER TO SAFELY PROSECUTE THE WORK AND TO DIRECT TRAFFIC INCLUDING BICYCLIST AND PEDESTRIANS AS DETERMINED BY THE OWNER'S REPRESENTATIVE.
24. SIDEWALKS AND DRIVEWAYS SHALL NOT BE BLOCKED WITHOUT PRIOR APPROVAL FROM THE OWNER'S REPRESENTATIVE.
25. CONTRACTOR'S LICENSE REQUIREMENTS ARE NOTED IN THE CONTRACT SPECIFICATIONS AND NOTICE INVITING BIDS.
26. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, THE CITY OF MILPITAS AND ITS AUTHORIZED REPRESENTATIVES AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE OWNER'S REPRESENTATIVE.
27. OPEN TRENCHES SHALL BE COVERED (PLATED) DURING NON-WORKING HOURS.
28. IF ARCHAEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING OR OTHER EXCAVATION, EARTHWORK WITHIN 100' FOR THIS AREA SHALL BE STOPPED UNTIL A PROFESSIONAL ARCHAEOLOGIST WHO IS CERTIFIED BY THE SOCIETY OF CALIFORNIA ARCHAEOLOGISTS (SCA) OR THE SOCIETY OF PROFESSIONAL ARCHAEOLOGISTS (SOPA) HAS HAD AN OPPORTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND AND SUGGEST APPROPRIATE MITIGATION MEASURES, IF THEY ARE DEEMED NECESSARY. SEE PROJECT SPECIFICATIONS.
29. ALL ASBESTOS CEMENT PIPE (ACP) ENCOUNTERED AND/OR REMOVED AS PART OF THE WORK SHOWN ON THESE DRAWINGS SHALL BE HANDLED AND/OR DISPOSED OF IN ACCORDANCE WITH ALL LAWS AND REGULATIONS.
30. THE CITY OF MILPITAS ORDINANCE NO. 240.2, PROHIBITS POTABLE WATER USE FOR CONSTRUCTION ACTIVITIES SUCH AS DUST CONTROL, COMPACTION, AND BUILDING PAD TREATMENT. REFER TO THE LATEST "SOUTH BAY WATER RECYCLING RECYCLED WATER ACCESS POINTS PROGRAM IMPLEMENTATION PLAN" AND THE PROJECT SPECIFICATIONS FOR PERMITTING REQUIREMENTS, GUIDELINES, AND RESPONSIBLE PERSON TRAINING AND EQUIPMENT CERTIFICATION.
31. CONTRACTOR TO DO EXISTING CONDITIONS VIDEO OF PROJECT SITE AND PARKING LOT WITH CITY AND SCHOOL DISTRICT REPRESENTATIVE PRESENT.
32. CONTRACTOR SHALL SUBMIT PROPOSED HAUL ROUTE, INCLUDING CIRCULATION WITHIN PARKING LOTS, FOR CITY APPROVAL.
33. CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ALL DAMAGED PAVEMENT, CONCRETE CURBS, GUTTER, DRIVEWAYS, AND DECOMPOSED GRANITE PAVING.

ALL IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF VERDE DESIGN, INC. AND WERE CREATED, EVOLVED, AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED, REPRODUCED, OR PUBLISHED BY ANY METHOD, IN WHOLE OR IN PART, OR INCORPORATED INTO ANY DESIGN, OR REPRODUCED IN ANY MANNER WITHOUT WRITTEN PERMISSION OF VERDE DESIGN, INC.



**LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORT PLANNING & DESIGN**

2455 The Alameda
Santa Clara, CA 95050
tel: 408.985.7200
fax: 408.985.7260
www.VerdeDesignInc.com



Record Drawings

Designer: _____ Date: _____
 Public Works Inspector: _____ Date: _____
 Utility/Facility Dept. Head: _____ Date: _____
 Project Engineer: _____ Date: _____
 Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: RK/JJ Date: 04/26/19
 Checked By: DM Date: 04/26/19
 Designed By: CS Date: 04/26/19

Revisions			
Num.	Description	Engr. Appr.	Date
1			



**CITY OF MILPITAS
ENGINEERING DIVISION**

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

GENERAL NOTES

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO.
5111, 3424 & 6133

DRAWING NO.
C0.2

REC. DWG NO.
2-###

SCALE:
AS NOTED

SHEET: 2 OF 87



2016 CALGreen
Non-Residential Mandatory
Measures Checklist

This checklist applies to newly constructed buildings, building additions of 1,000 square feet or greater, and/or building alterations with a permit valuation of \$200,000 or above. Code sections relevant to additions and alterations shall only apply to the portions of the building being added or altered within the scope of the permitted work.

Measures in this checklist apply to both newly constructed buildings and additions and alterations unless noted with the following banner:
[N] = Measures applicable to newly constructed buildings only
[A] = Measures applicable to additions and alterations only

Mandatory Feature or Measure	Required
California Green Building Standards Code = CGBC California Electrical Code = CEC California Energy Code = CEC	
CONSTRUCTION DOCUMENTS AND INSTALLATION VERIFICATION	
1. Construction documents and other data shall be submitted with each application for a permit CGBC 102.1.	
2. Construction documents shall be of sufficient clarity to indicate the location, nature and scope of the proposed green building feature and show it will conform to the provisions of the California Green Building Standards Code and other codes, relevant laws, ordinances, rules and regulations as determined by the City of Milpitas Building Department. CGBC 102.2.	
3. Documentation of conformance for applicable green building measures shall be provided to the enforcing agency CGBC 102.3.	

Mandatory Feature or Measure	Required
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PLANNING AND DESIGN

Site Development 5.106

Storm water pollution prevention. Newly constructed projects and additions which disturb less than one acre of land shall prevent the pollution of storm water runoff from the construction activities through one or more of the following measures:

1. Local ordinance. Comply with a lawfully enacted storm water management and/or erosion control ordinance.
2. Best management practices (BMP). Prevent the loss of soil through wind or water erosion by implementing an effective combination of erosion and sediment control and good housekeeping BMP's.

Projects One Acre or More SWPPP: Newly constructed projects or additions shall comply with Milpitas Municipal Code Title 2 Chapter 13 for erosion and sediment controls, the City of Milpitas Stormwater Response Plan for Construction Site Control, and the California Regional Water Quality Control Board San Francisco Bay Region Municipal Regional Stormwater NPDES Permit requirements.

Short-term bicycle parking. If the new project or an addition or alteration is anticipated to generate visitor traffic, provide permanently anchored bicycle racks within 200 feet of the visitors' entrance, readily visible to passers-by, for 5% of new visitor motorized vehicle parking spaces being added, with a minimum of one two-bike capacity rack. CGBC 5.106.4.1.1.

Exception:
1. Additions or alterations which add nine or less visitor vehicular parking spaces.

Long-term bicycle parking. For new buildings with 10 or more tenant-occupied parking spaces, provide secure bicycle parking for 5% of the tenant vehicular parking spaces being added, with a minimum of one space CGBC 5.106.4.1.2.

EROSION AND SEDIMENT CONTROL PLAN L2.1	
N/A	
N/A	

2016 CALGreen Non-Residential Mandatory Measures Checklist (Cont'd)

Mandatory Feature or Measure	Required
Designated parking. In new projects or additions or alterations that add 10 or more vehicular parking spaces, provide designated parking for any combination of low-emitting, fuel efficient, and carpool/van pool vehicles as shown on Table 5.106.5.2 CGBC 5.106.5.2.	N/A
Parking stall marking. Paint "CLEAR AIR" with lower edge of text word aligned with the end of the stall strip. VANPOOL/VEV CGBC 5.106.5.2.1.	N/A
Electric vehicle (EV) charging. [N] Construction shall comply with Section 5.106.5.3.1 or 5.106.5.3.2 to facilitate future installation of electric vehicle supply equipment (EVSE) in compliance with California Building Code (CBC) and California Electrical Code (CEC).	N/A
Single charging space requirements. [N] When only a single charging space is required per Table 5.106.5.3.3, a raceway is required to be installed at the time of construction and shall be installed in accordance with CEC. Construction plans and specifications shall comply with CGBC 5.106.5.3.1.	N/A
Multiple charging space requirements. [N] When multiple charging spaces are required per Table 5.106.5.3.3, raceway(s) is/are required to be installed at the time of construction and shall be installed in accordance with CEC. Construction plans and specifications shall comply with CGBC 5.106.5.3.2.	N/A
Identification. [N] The service panel or subpanel(s) circuit directory shall identify the reserved overcurrent protective device space(s) for future EV charging as "EV CAPABLE". The raceway termination location shall be permanently and visibly marked as "EV CAPABLE" CGBC 5.106.5.3.4.	N/A
Light pollution reduction. [N] Outdoor lighting systems shall be designed and installed to comply with the following CGBC 5.106.6: 1. The minimum requirements in the California Energy Code for Lighting Zones 1-4 as defined in Chapter 10 of the California Administrative Code; and 2. Backlight, Uplight and Glare (BUG) ratings as defined in IES TM-15-11; and 3. Allowable BUG ratings not exceeding those shown in Table 5.106.8, or 4. Comply with local ordinance lawfully enacted pursuant to Section 101.7, whichever is more stringent.	N/A
Exception: [N] 1. Luminaires that qualify as exceptions in Section 140.7 of the California Energy Code. 2. Emergency lighting. 3. Building facade meeting the requirements in Table 140.7-B of the CEC, part 6. 4. Custom lighting features as allowed by the local enforcing agency as permitted by CGBC 101.8 (AMUR).	
Grading and paving. Construction plans shall indicate how site grading or a drainage system will manage all surface water flows to keep water from entering buildings CGBC 5.106.10.	REFER TO GRADING PLAN (L4.1) AND DRAINAGE PLAN - L5.1
Exception: 1. Additions and alterations not altering the drainage path.	
ENERGY EFFICIENCY	
For the purposes of mandatory energy efficiency standards in this code, the California Energy Commission will continue to adopt mandatory standards CGBC 5.201.1.	
WATER EFFICIENCY AND CONSERVATION	
Indoor Water Use (5.303)	
Water Meters - Separate sub-meters or metering devices shall be installed for the uses described below CGBC 5.303.1:	
New buildings or additions in excess of 50,000 square feet. 1. For each individual building, or other tenant space within the building projected to consume more than 100 gal/day, including, but not limited to, spaces used for laundry or cleaners, restaurant or food service, medical or dental office, laboratory, or beauty salon or barber shop.	N/A

2016 CALGreen Non-Residential Mandatory Measures Checklist (Cont'd)

Mandatory Feature or Measure	Required
2. Where separate submeters for individual building tenants are unfeasible, for water supplied to the following subsystems: a) Makeup water for cooling towers where flow through is greater than 500 gpm. b) Makeup water for evaporative coolers greater than 60 gpm. c) Steam and hot-water boilers with energy input more than 500,000 Btu/h.	N/A
Excess consumption: A separate submeter or metering device shall be provided for any tenant within a new building or within an addition that is projected to consume more than 1,000 gal/day CGBC 5.303.1.2.	N/A
Water conserving plumbing fixtures and fittings. Plumbing fixtures (water closets and urinals) and fittings (faucets and showerheads) in new construction, new fixtures in additions or areas of alteration to the building shall comply with the following CGBC 5.303.3: Water closets: The effective flush volume of all water closets shall not exceed 1.28 gpf. Tank-type water closets shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Tank-Type Toilets CGBC 5.303.3.1. Note: The effective flush volume of dual flush toilets is defined as the composite, average flush volume of two reduced flushes and one full flush. Urinals: The effective flush volume of wall mounted urinals shall not exceed 0.125 gpf. The effective flush volume of floor mounted or other urinals shall not exceed 0.5gpf. CGBC 5.303.3.2.	A-0.1
Single showerheads: Showerheads shall have a max. flow rate of not more than 2.0 gpm at 80 psi. Showerheads shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Showerheads CGBC 5.303.3.3.1.	N/A
Multiple showerheads Serving One Shower: When a shower is served by more than one showerhead, the combined flow rate of all showerheads and/or other shower outlets controlled by a single valve shall not exceed 2.0 gallons per minute at 80 psi, or the shower shall be designed to allow only one shower outlet to be in operation at a time. Note: A hand-held shower shall be considered a showerhead. CGBC 5.303.3.3.2.	N/A
Faucets and fountains: CGBC 5.303.3.4. Non-residential lavatory faucets. Lavatory faucets shall have a maximum flow rate of not more than 0.5 gpm at 60 psi. Kitchen faucets. Kitchen faucets shall have a maximum flow rate of not more than 1.8 gpm at 60psi. Kitchen faucets may temporarily increase the flow above the maximum rate, but not to exceed 2.2 gpm at 60 psi, and must default to a max. flow rate of 1.8 gpm at 60 psi. Wash fountains. Wash fountains shall have a maximum flow rate of not more than 1.8 gpm/20 (rim space (inches) at 60 psi). Metering faucets. Metering faucets shall not deliver more than 0.20 gallons per cycle. Metering faucets for wash fountains. Metering faucets for wash fountains shall have a maximum flow rate of not more than 0.20 gallons per cycle/20 (rim space (inches) at 60psi).	A-0.1
Outdoor Water Use (5.304)	
Outdoor water use in landscape areas equal to or greater than 500 sq ft or in rehabilitated landscape projects equal to or greater than 2,500 sq ft. One of the following shall apply: 1. A local water efficient landscape ordinance at least as effective in conserving water as the updated model ordinance adopted by Department of Water Resources (DWR). 2. The California Department of Water Resources Model Water Efficient Landscape Ordinance (MWELO).	REFER TO MODEL WATER EFFICIENT LANDSCAPE ORDINANCE SHEET (L9.1)
Outdoor water use in landscape areas of 2500 sq ft or less. Comply with the performance requirements of MWELO or conform to the prescriptive compliance measures contained in MWELO's Appendix D.	

2016 CALGreen Non-Residential Mandatory Measures Checklist (Cont'd)

Mandatory Feature or Measure	Required
Graywater or rainwater use in landscape areas: Any lot that has less than 2,500 sq ft of landscape and meets the lot or parcel's landscape water requirement entirely with treated or untreated graywater or through stored rainwater captured on site is subject only to Appendix section (5) - CGBC 5.304.5.	N/A
MATERIAL CONSERVATION AND RESOURCE	
Water Resistance and Moisture Management (5.407)	
Weather Protection: Provide a weather-resistant exterior wall and foundation envelope as required by California Building Code Section 1403.2 and California Energy Code 150, manufacturer's installation instructions or local ordinance, whichever is more stringent.	A-0.1
Moisture Control: Employ moisture control measures by the following methods: Sprinklers: Design and maintain landscape irrigation systems to prevent spray on structures.	N/A
Entries and Openings: Design exterior entries and openings subject to foot traffic or wind-driven rain to prevent water intrusion into buildings as follows: Exterior Door Protection: Primary exterior entries shall be covered to prevent water intrusion by using non-absorbent floor and wall finishes within at least 2 feet around and perpendicular to such openings plus at least one of the following: An installed awning at least 4 feet in depth. The door is protected by a roof overhang at least 4 feet in depth. Other methods which provided equivalent protection.	A-0.1
Flashing: Install flashings integrated with a drainage plane.	A-0.1
Construction Waste Reduction, Disposal and Recycling (5.408)	
Construction waste management: Recycle and/or salvage for reuse a minimum of 65% of the non-hazardous construction and demolition waste generated at the site. This is achieved by submitting a Waste Management Plan for approval by the Building and Safety Department prior to construction or demolition permit issuance and providing documentation to demonstrate compliance with the Waste Management Plan after completion of demolition or construction prior to final inspection.	CITY SPECIFICATIONS SECTION 015650
Waste Management Company: Utilize a waste management company that can provide verifiable documentation that the percentage of construction and demolition waste material diverted from the landfill complies.	CITY SPECIFICATIONS SECTION 015650
Documentation: Documentation shall be provided to the enforcing agency prior to final which demonstrates compliance. Provide documentation to the City of Milpitas Solid Waste.	
Universal Waste (A): Additions and alterations to a building or tenant space that meet the scoping provisions in the CGBC section 301.3 for nonresidential additions and alterations, shall require verification that Universal Waste items such as fluorescent lamps and ballast and mercury containing thermostats as well as other California prohibited Universal Waste materials are disposed of properly and are diverted from landfills. A list of prohibited Universal Waste materials shall be included in the construction documents.	
Excavated soil and land clearing debris. 100% of trees, stumps, rocks and associated vegetation and soils resulting primarily from land clearing shall be reused or recycled.	A-0.1
Building Maintenance and Operation (5.410)	
Recycling by occupants: Provide readily accessible areas that serve the entire building and are identified for the depositing, storage, and collection of non-hazardous materials for recycling per CGBC 5.410.1.	N/A
Additions [A]: All additions conducted within a 12-month period under single or multiple permits, resulting in an increase of 30% or more in floor area, shall provide recycling areas on site. Exceptions: Additions within a tenant space resulting in less than a 30% increase in the tenant space floor area.	N/A

2016 CALGreen Non-Residential Mandatory Measures Checklist (Cont'd)

Mandatory Feature or Measure	Required
Commissioning [N]: For new buildings 10,000 square feet and over, building commissioning shall be included in the design and construction process of the building project to verify that the building systems and components meet the owner's or owner representative's project requirements. Commissioning shall be performed in accordance with the CGBC 5.410.2 by trained personnel with experience on projects of comparable size and complexity. All occupancies shall comply with the California Energy Code as prescribed in Section 120.8. Commissioning Requirements shall include those items listed in the CGBC Section 5.410.2.	N/A
Owner's Project Requirements (OPR) [N]: The expectations and requirements of the building appropriate to its phase shall be documented before the design phase of the project begins. The documentation shall include those items listed in the CGBC Section 5.410.2.1.	N/A
Basis of Design (BOD) [N]: A written explanation of how the design of the building systems meets the OPR shall be completed at the design phase of the building project. The Basis of Design documentation shall include those items listed in the CGBC Section 5.410.2.2.	N/A
Commissioning plan [N]: Prior to permit issuance a commissioning plan shall be completed to document how the project will be commissioned. The commissioning plan shall include those items listed in the CGBC Section 5.410.2.3.	N/A
Functional performance testing [N]: Functional performance tests shall demonstrate the correct installation and operation of each component, system, and system-to-system interface in accordance with the approved plans and specifications. Functional performance testing reports shall contain information addressing each of the building components tested, the testing methods utilized, and include any readings and adjustments made.	N/A
Documentation and Training: A systems manual and systems operations training are required, including Occupational Safety and Health Act requirements in the California Code of Regulations Title 8, Section 5142, and other related regulations.	YES
Systems manual [N]: The Systems Manual, which includes documentation of the operational aspects of the building, shall be delivered to the building owner or representative and facilities operator. The systems manual shall include those items listed in the CGBC Section 5.410.2.5.1.	N/A
Systems operations training [N]: A program for training of the appropriate maintenance staff for each equipment type and/or system shall be developed and documented in the commissioning report. The required documentation shall include those items listed in the CGBC Section 5.410.2.5.2.	N/A
Commissioning report [N]: A report of commissioning process activities undertaken through the design and construction phases of the building project shall be completed and provided to the owner or representative.	N/A
Testing and adjusting: Testing and adjusting of systems shall be required for new buildings less than 10,000 square feet or new systems to serve an addition or alteration subject to the CGBC Section 303.1.	N/A
Systems: Develop a written plan of procedures for testing and adjusting systems. Systems included for testing and adjusting shall be those as listed in the CGBC Section 5.410.4.2.	N/A
Procedures. Perform testing and adjusting procedures in accordance with manufacturer's specifications and applicable standards on each system CGBC 5.410.4.3.	N/A
HVAC balancing. Before a new space-conditioning system serving a building or space is operated for normal use, the system should be balanced in accordance with the procedures defined by one of the standards as listed in CGBC Section 5.410.4.3.1.	N/A
Reporting. After completion of testing, adjusting and balancing, prepare a final report of testing signed by the individual responsible for performing these services.	N/A
Operation and maintenance (O&M) manual. Provide the building owner with detailed operating and maintenance instructions and copies of warranties/warranties for each system prior to final inspection.	N/A
Inspections and reports. Include a copy of all inspection verifications and reports required by the enforcing agency.	N/A

2016 CALGreen Non-Residential Mandatory Measures Checklist (Cont'd)

Mandatory Feature or Measure	Required
ENVIRONMENTAL QUALITY	
Fireplaces (5.503)	
Install only a direct-vent sealed-combustion gas or sealed wood-burning fireplace, or a sealed woodstove or pellet stove, and refer to residential requirements in California Energy Code, Title 24, Part 6, Subchapter 7, Section 150. Wood stoves and pellet stoves shall comply with U.S. EPA Phase II emission limits where applicable.	
Bay Area Air Quality Management District: Effective November 1, 2016 - "No wood-burning devices of any kind may be installed in new homes or buildings being constructed in the Bay Area". "Bay Area residents who begin a chimney or fireplace remodeling project that costs over \$15,000 and requires a building permit will only be allowed to install a gas-fueled, electric or EPA-certified device".	N/A
Pollutant Control (5.504)	
The permanent HVAC system shall only be used during construction if necessary to condition the building or areas of addition or alteration within the required temperature range for material and equipment installation. If the HVAC system is used during construction, use return air filters with a MERV of 8. Replace all filters immediately prior to occupancy, or if the building is occupied during alteration, at the conclusion of construction. CGBC 5.504.1.	N/A
Duct openings, equipment, and other related air distribution component openings shall be covered during storage and construction until final start up to reduce the amount of dust, water, and debris which may enter the system. CGBC 5.504.3.	N/A
Adhesives, sealants and caulks shall be compliant with VOC limits per CGBC 5.504.4.1.	A-0.1
Paints, stains and other coatings shall be compliant with VOC limits per CGBC 5.504.4.3.	A-0.1
Aerosol paints and coatings shall be compliant with Product-Weighted MIR limits for ROC, VOC and other toxic compounds limits per sec. 5.504.4.3.1.	A-0.1
Carpet and carpet systems shall be compliant with the testing and product requirements per CGBC 5.504.4.4, 5.504.4.4.1, 5.504.4.4.2.	N/A
Hardwood plywood, particleboard and medium density fiberboard composite wood products used on the interior or exterior of the building shall meet the formaldehyde limits per CGBC 5.504.4.5.	A-0.1
For 80% of floor area receiving resilient flooring, installed resilient flooring shall meet the requirements per CGBC 5.504.4.6.	N/A
Documentation shall be provided to the City building inspector verifying that compliant finish materials have been used.	YES
Filters. In mechanically ventilated buildings, provide regularly occupied areas of the building with air filtration media for outside and return air prior to occupancy that provides at least a MERV of 8. Recommendations for maintenance with filters of the same value shall be included in the operation and maintenance manual. Exceptions: 1. An ASHRAE 10% to 15% efficiency filter shall be permitted for an HVAC unit meeting 2013 California Energy Code having 60,000 Btu/h or less capacity per fan coil, if the energy use of the air delivery system is 0.4 W/cfm or less at design air flow. 2. Existing mechanical equipment.	N/A
Labeling. Installed filters shall be clearly labeled by the manufacturer indicating the MERV (Minimum Efficiency Reporting Value) rating.	N/A
Environmental tobacco smoke (ETS) control. Where outdoor areas are provided for smoking, prohibit smoking within 25 feet of building entries, outdoor air intakes and operable windows and within buildings CGBC 5.504.7.	N/A
Indoor Air Quality (5.506)	

2016 CALGreen Non-Residential Mandatory Measures Checklist (Cont'd)

Mandatory Feature or Measure	Required
Outside Air Delivery: For Mechanically or naturally ventilated spaces in buildings, meet the minimum requirements of Section 120.1 of the 2016 California Energy Code, or the applicable local code, whichever is more stringent, and Division 1, Chapter 4 of COR, Title 8.	N/A
Carbon dioxide (CO2) monitoring. For buildings or additions equipped with demand control ventilation, CO2 sensors and controls shall be specified and installed in accordance with 2016 California Energy Code Section 120.1(c)(4).	N/A
Environmental Comfort (5.507)	
Acoustical Control. Employ building assemblies and components with Sound Transmission Class (STC) values using one of the following methods: Exception: Buildings with few or no occupants or where occupants are not likely to be affected by exterior noise, as determined by the enforcing authority, such as factories, stadiums, storage, enclosed parking garage structures, and utility buildings.	N/A
Prescriptive method - Exterior noise transmission. Wall and roof ceiling assemblies making up the building or addition envelope or altered envelope shall meet a composite STC rating of at least 45 (or OITC 35), with exterior ventilation, CO2 sensors and controls shall be specified and installed in accordance with 2016 California Energy Code Section 120.1(c)(4). 1. Within the 65 CNEL noise contour of an airport. 2. Within the 65 CNEL or Ldn noise contour of a freeway, railroad, industrial source or fixed-guideway source.	N/A
Noise Exposure Where Noise Contours Are Not Readily Available: Buildings exposed to a noise level of 65 dB L _{eq} -1hr during any hour of operation shall have building, addition or alteration exterior wall and roof-ceiling assemblies exposed to the noise source meeting a composite STC rating of at least 45 (or OITC 35), with exterior ventilation of a minimum STC of 40 (or OITC 30).	N/A
Performance method: For buildings located as defined in sec. 5.507.4.1 (Prescriptive) or 5.507.4.1.1 (Noise Contour Not Available), wall and roof-ceiling assemblies exposed to the noise source making up the building or addition envelope or altered envelope shall be constructed to provide an interior noise environment attributable to exterior sources that does not exceed an hourly equivalent noise level (L _{eq} -1hr) of 50 dBA in occupied areas during any hour of operation. Documentation of Compliance: An acoustical analysis documenting complying interior sound levels shall be prepared by personnel approved by the architect or engineer of record.	N/A
Interior sound transmission. Wall and floor-ceiling assemblies separating tenant spaces and tenant spaces and public places shall have a STC of at least 40.	N/A
Outdoor Air Quality (5.508)	
Ozone depletion and greenhouse gas reductions. Installations of HVAC, refrigeration and fire suppression equipment shall not contain Chlorofluorocarbons (CFCs) and Halons.	N/A
Supermarket refrigerant leak reduction. New commercial refrigeration systems (including both new facilities and the replacement of existing refrigeration systems in existing facilities) installed in retail food stores 8,000 square feet or more conditioned area, and that utilize either refrigerated display cases, or walk-in coolers or freezers connected to remote compressor units or condensing units and contain high-global-warming potential (High-GWP) refrigerants with a GWP of 150 or greater, shall comply with the following: Refrigerant piping. Piping shall be installed to be accessible for leak protection and repairs. Piping runs using threaded pipe, copper tubing with an outside diameter (OD) less than 1/2", flared tubing connections and short radius elbows shall not be used in refrigerant systems except as noted in sec. 5.508.2.1.1, 5.508.2.1.2, 5.508.2.1.3, and 5.508.2.1.4. Valves. Valves and fittings shall comply with the requirements in CGBC Section 5.508.2.2.	N/A

2016 CALGreen Non-Residential Mandatory Measures Checklist (Cont'd)

Mandatory Feature or Measure	Required
Refrigerated service cases. Refrigerated service cases holding food products containing vinegar and salt shall have evaporator coils of corrosion-resistant material, such as stainless steel, or be coated to prevent corrosion from these substances. Consideration shall be given to the heat transfer efficiency of coil coating to maximize energy efficiency.	N/A
Refrigerant receivers. Refrigerant receivers with capacities greater than 200 pounds shall be fitted with a device that indicates the level of refrigerant in the receiver.	N/A
Pressure testing. The system shall be pressure tested during installation prior to evacuation and charging per CGBC Section 5.508.2.5.	N/A
Evacuation. The system shall be evacuated after pressure testing and prior to charging per CGBC Section 5.508.2.6.	N/A
INSTALLER AND SPECIAL INSPECTOR QUALIFICATIONS	
Qualifications (702) HVAC system installers are trained and certified in the proper installation of HVAC systems including ducts and equipment by a nationally or regionally recognized training or certification program. Special inspectors employed by the owner or owner's agent shall demonstrate competence for the particular type of inspection task to be performed and shall have a certification from a recognized state, national, or international association in the area closely related to the primary job function. Note: Special Inspectors shall be independent entities with no financial interest in the materials or the project they are inspecting for compliance with the CGBC.	N/A
Verifications (703) Documentation used to show compliance with the CGBC shall include but is not limited to construction documents, plans, specifications, builder or installer certification, inspection reports, or other methods acceptable to the enforcing agency, which demonstrate substantial conformance.	N/A

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Designer Stamp
REGISTERED LANDSCAPE ARCHITECT
DEREK MCKEE
No. 4148
EXPIRES DATE: DEC. 2019
STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by: _____
the City Council on: _____ Res. No. _____

Drawn By: RK/JJ Date: 04/26/19
Checked By: DM Date: 04/26/19
Designed By: CS Date: 04/26/19

Revisions

Num.	Description	Engr. Appr.	Date
1			

CITY OF MILPITAS
ENGINEERING DIVISION
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133
CALGREEN CHECKLIST

RECOMMENDED FOR BIDDING BY: _____ DATE: 5/1/19
Woolae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. C0.3
REC. DWG NO. 2-####
SCALE: AS NOTED
SHEET: 3 OF 87

ALL IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS ARE BEING PREPARED BY VERDE DESIGN, INC. AND ARE BEING PREPARED FOR THE CITY OF MILPITAS. VERDE DESIGN, INC. AND MCKEE ENGINEERING, INC. ARE NOT BEING HELD RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY PROJECT. VERDE DESIGN, INC. AND MCKEE ENGINEERING, INC. ARE NOT BEING HELD RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY PROJECT. VERDE DESIGN, INC. AND MCKEE ENGINEERING, INC. ARE NOT BEING HELD RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY PROJECT.

BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19

Fresh Concrete and Mortar Application

Who should use this information?

- Masons and Bricklayers
- Sidewalk Construction Crews
- Patio Construction Workers
- Construction Inspectors
- General Contractors
- Home Builders
- Developers
- Concrete Delivery/Pumping Workers



Storm Drain Pollution from Fresh Concrete and Mortar Applications
Fresh concrete and cement mortar wash into lakes, streams, or estuaries are toxic to fish and the aquatic environment. Disposing of these materials to the storm drains or creeks can block storm drains, cause serious problems, and is prohibited by law.

Doing the Job Right

General Business Practices

- Wash out concrete mixers only in designated wash-out areas in your yard, away from storm drains and waterways, where the water will flow into a temporary waste pit in a dirt area. Let water percolate through soil and dispose of settled, hardened concrete as garbage. Whenever possible, recycle washout by pumping back into mixers for reuse.
- Wash out chutes onto dirt areas at site that do not flow to streets or drains.
- Always store both dry and wet materials under cover, protected from rainfall and runoff and away from storm drains or waterways. Protect dry materials from wind.
- Secure bags of cement after they are open. Be sure to keep wind-blown cement powder away from streets, gutters, storm drains, rainfall, and runoff.
- Do not use diesel fuel as a lubricant on concrete forms, tools, or trailers.

During Construction

- Don't mix up more fresh concrete or cement than you will use in a two-hour period.
- Set up and operate small mixers on tarps or heavy plastic drop cloths.
- When cleaning up after driveway or sidewalk construction, wash fines onto dirt area, not down the driveway or into the street or storm drain.
- Protect applications of fresh concrete and mortar from rainfall and runoff until the material has dried.
- Wash down exposed aggregate concrete only when the wash water can (1) flow onto a dirt area; (2) drain onto a bermed surface from which it can be pumped and disposed of properly; or (3) be vacuumed from a catchment created by blocking a storm drain inlet. If necessary, divert runoff with temporary berms. Make sure runoff does not reach gutters or storm drains.
- When breaking up pavement, be sure to pick up all the pieces and dispose of properly. Recycle large chunks of broken concrete at a local recycling facility.
- Never bury waste material. Dispose of small amounts of excess dry concrete, grout, and mortar in the trash.
- Never dispose of washout into the street, storm drains, drainage ditches, or streams.

Spill Cleanup

- Clean up spills immediately when they happen.
- Never hose down "dirty" pavement or impermeable surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter, and/or rags) whenever possible and properly dispose of absorbent materials.
- Sweep up spilled dry materials immediately. Never attempt to "wash them away" with water, or bury them.
- Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- Report significant spills to the appropriate local spill response agencies immediately. In Milpitas, dial 9-1-1 if hazardous materials might enter the storm drain.

Heavy Equipment Operation

Who should use this information?

- Vehicle and Equipment Operators
- Site Supervisors
- General Contractors
- Home Builders
- Developers



Stormwater Pollution from Heavy Equipment on Construction Sites
Poorly maintained vehicles and heavy equipment that leak fuel, oil, antifreeze or other fluids on the construction site are common sources of storm drain pollution. Prevent spills and leaks by isolating equipment from runoff channels, and by watching for leaks and other maintenance problems. Remove construction equipment from the site as soon as possible.

Doing the Job Right

Site Planning and Preventive Vehicle Maintenance

- Designate one area of the construction site, well away from streams or storm drain inlets, for auto and equipment parking, refueling, and routine vehicle and equipment maintenance. Contain the area with berms, sand bags, or other barriers.
- Maintain all vehicles and heavy equipment. Inspect frequently for and repair leaks.
- Perform major maintenance, repair jobs, and vehicle and equipment washing off site where cleanup is easier.
- If you must drain and replace motor oil, radiator coolant, or other fluids on site, use drip pans or drop cloth to catch drips and spills. Collect all spent fluids, store in separate containers. Recycle them wherever possible, otherwise, dispose of them as hazardous wastes.
- Do not use diesel oil to lubricate equipment parts, or clean equipment. Use only water for any onsite cleaning.
- Cover exposed fifth wheel hitches and other oily or greasy equipment during rain events.
- Use as little water as possible for dust control. Ensure water used doesn't leave silt or discharge to storm drains.

Spill Cleanup

- Clean up spills immediately when they happen.
- Never hose down "dirty" pavement or impermeable surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter, and/or rags) whenever possible and properly dispose of absorbent materials.
- Sweep up spilled dry materials immediately. Never attempt to "wash them away" with water, or bury them.
- Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- Report significant spills to the appropriate local spill response agencies immediately. In Milpitas, dial 9-1-1 if hazardous materials might enter the storm drain.



BLUEPRINT FOR A CLEAN BAY

Best Management Practices for the Construction Industry

Remember: The property owner and the contractor share ultimate responsibility for the activities that occur on a construction site. You may be held responsible for any environmental damage caused by your subcontractors or employees.

Preventing Pollution: It's Up to Us

In the Santa Clara Valley, storm drains transport water directly to local creeks and San Francisco Bay without treatment. Stormwater pollution is a serious problem for wildlife dependent on our creeks and bays and for the people who live near polluted streams or bays. Common sources of this pollution include spilled oil, fuel, and fluids from vehicles and heavy equipment; construction debris; sediment created by erosion; landscaping runoff containing pesticides or weed killers; and materials such as used motor oil, antifreeze, and paint products that people pour or spill into a street or storm drain.



Thirteen valley municipalities have joined together with Santa Clara County and the Santa Clara Valley Water District to educate local residents and businesses and fight stormwater pollution. This "Blueprint" summarizes "Best Management Practices" (BMPs) for stormwater pollution prevention.

General Construction and Site Supervision

Who should use this information?

- General Contractors
- Site Supervisors
- Inspectors
- Home Builders
- Developers
- Homeowners



Storm Drain Pollution from Construction Activities

Construction sites are common sources of storm water pollution. Materials and wastes that blow or wash into a storm drain, gutter, or street have a direct impact on local creeks and the Bay.

As a contractor, or site supervisor, owner or operator of a construction site, inform subcontractors about the damage caused by your subcontractors or employees.

Doing the Job Right

General Principles

- Keep an orderly site and ensure good housekeeping practices are used.
- Maintain equipment properly.
- Cover materials when they are not in use.
- Keep materials away from streets, storm drains and drainage channels.
- Ensure dust control water doesn't leave site or discharge to storm drains.

Advance Planning To Prevent Pollution

- Schedule excavation and grading activities for dry weather periods. To reduce soil erosion, plant temporary vegetation or other erosion controls before rain begins. Use the Erosion and Sediment Control Field Manual, available from the Regional Water Quality Control Board San Francisco Bay Region, as a reference.
- Control the amount of runoff crossing your site (especially during excavation) by using berms or temporary or permanent drainage ditches to divert water flow around the site. Reduce stormwater runoff velocities by constructing temporary check dams or berms where appropriate.
- Train your employees and subcontractors. Make these brochures available to everyone who works on the construction site. Inform subcontractors about the stormwater requirements and their own responsibilities.

Good Housekeeping Practices

- Designate one area of the site for auto parking, vehicle refueling, and routine equipment maintenance. The designated area should be well away from streams or storm drain inlets, bermed if necessary. Make major repairs off site.
- Keep materials out of the rain - prevent runoff contamination at the source. Cover exposed piles of soil or construction materials with plastic sheeting or temporary roofs. Before it rains, sweep and remove materials from surfaces that drain to storm drains, creeks, or channels.
- Keep pollutants off exposed surfaces. Place trash cans and recycling receptacles around the site to minimize litter.
- Clean up leaks, drips and other spills immediately so they do not contaminate soil or groundwater or leave residue on paved surfaces.
- Never hose down "dirty" pavement or surfaces where materials have spilled.
- Use dry cleanup methods whenever possible. If you must use water, use just enough to keep the dust down.
- Cover and maintain dumpsters. Check frequently for leaks. Place dumpsters under roofs or cover with tarps or plastic sheeting secured around the outside of the dumpster. Never clean out a dumpster by hosing it down on the construction site.

Materials/Waste Handling

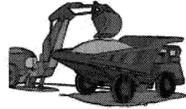
- Practice Source Reduction - minimize waste when you order materials. Order only the amount you need to finish the job.
- Use recyclable materials whenever possible. Arrange for pick-up of recyclable materials such as concrete, asphalt, scrap metal, solvents, degreasers, cleared vegetation, paper, rock, and vehicle maintenance materials such as used oil, antifreeze, batteries, and tires.
- Dispose of all wastes properly. Many construction materials and wastes, including solvents, water-based paints, vehicle fluids, broken asphalt and concrete, wood, and cleared vegetation can be recycled. Materials that cannot be recycled must be taken to an appropriate landfill or disposed of as hazardous waste. Never bury waste materials or leave them in the street or near a creek or stream bed.

Permits

- In addition to local grading and building permits, you will need to obtain coverage under the State's General Construction Activity Stormwater Permit. If your construction site's disturbed area totals 1 acre or more, information on the General Permit can be obtained from the Regional Water Quality Control Board.

Earth-Moving and Dewatering Activities

Who should use this information?



- Bulldozer, Back-Hoe, and Grading Machine Operators
- Dump Truck Drivers
- Site Supervisors
- General Contractors
- Home Builders
- Developers

Storm Drain Pollution from Earth-Moving Activities

Soil excavation and grading operations loosen large amounts of soil that can flow or blow into storm drains when handled improperly. Sediments in runoff can clog storm drains, smother aquatic life, and destroy habitats in creeks and the Bay. Effective erosion control practices reduce the amount of runoff crossing a site and slow the flow with check dams or roughened ground surfaces.

Contaminated groundwater is a common problem in the Santa Clara Valley. Depending on soil types and site history, groundwater pumped from construction sites may be contaminated with toxic (such as oil or solvents) or laden with sediments. Any of these pollutants can harm wildlife in creeks or the Bay, or interfere with wastewater treatment plant operation. Discharging sediment-laden water from a dewatering site into any water of the state without treatment is prohibited.

Doing the Job Right

General Business Practices

- Schedule excavation and grading work during dry weather.
- Perform major equipment repairs away from the job site.
- When refueling or vehicle/equipment maintenance must be done on site, designate a location away from storm drains.
- Do not use diesel oil to lubricate equipment parts, or clean equipment.
- Use as little water as possible for dust control. Ensure water used doesn't leave silt or discharge to storm drains.

Practices During Construction

- Remove existing vegetation only when absolutely necessary. Plant temporary vegetation for erosion control on slopes or where construction is not immediately planned.
- Protect downslope drainage courses, streams, and storm drains with wattles, or temporary drainage swales. Use check dams or ditches to divert runoff around excavations. Refer to the Regional Water Quality Control Board's Erosion and Sediment Control Field Manual for proper erosion and sediment control measures, and California Stormwater Quality Association Stormwater Best Management Practice Handbook (construction, 2003).
- Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
- Check for odors, discoloration, or any oily sheen on groundwater.
- Call your local wastewater treatment agency and ask whether the groundwater must be tested.
- If contamination is suspected, have the water tested by a certified laboratory.
- Depending on the test results, you may be allowed to discharge pumped groundwater to the storm drain (if no sediment or petroleum products are present) or sanitary sewer. OR, you may be required to collect and haul pumped groundwater offsite for treatment and disposal at an appropriate treatment facility.

During Construction

- Avoid paving and seal coating in wet weather, or when rain is forecast, to prevent fresh materials from contacting stormwater runoff.
- Cover and seal catch basins and manholes when applying seal coat, slurry seal, fog seal, or similar materials.
- Protect drainage ways by using earth dikes, sand bags, or other controls to divert or trap and filter runoff.
- Never wash excess material from exposed aggregate concrete or similar treatments into a street or storm drain. Collect and recycle, or dispose to dirt area.
- Cover stockpiles (asphalt, sand, etc.) and other construction materials with plastic tarps. Protect from rainfall and prevent runoff with temporary roofs or plastic sheets and berms.
- Park paving machines over drip pans or absorbent material (cloth, rags, etc.) to catch drips when not in use.
- Clean up all spills and leaks using "dry" methods (with absorbent materials and/or rags). Dig up, remove, and properly dispose of contaminated soil.

Detecting Contaminated Soil or Groundwater

Contaminated groundwater is a common problem in the Santa Clara Valley. It is essential that all contractors and subcontractors involved know what to look for in detecting contaminated soil or groundwater, and testing ponded groundwater before pumping. Watch for any of these conditions:

- Unusual soil conditions, discoloration or odor.
- Abandoned underground tanks.
- Abandoned wells.
- Buried barrels, debris or trash.

If any of these are found follow the procedures below.

Roadwork and Paving

Who should use this information?

- Road Crews
- Driveway/Sidewalk/Parking Lot Construction Crews
- Seal Coat Contractors
- Operators of Grading Equipment, Paving Machines, Dump Trucks, Concrete Mixers
- Construction Inspectors
- General Contractors
- Developers
- Home Builders



Storm Drain Pollution from Roadwork
Road paving, surfacing, and pavement removal happen right in the street, where there are numerous opportunities for asphalt, saw-cut slurry, or excavated material to illegally enter storm drains. Extra planning is required to store and dispose of materials properly and guard against pollution of storm drains, creeks, and the Bay.

Doing the Job Right

General Business Practices

- Develop and implement erosion/sediment control plans for roadway embankments.
- Schedule excavation and grading work during dry weather.
- Check for and repair leaking equipment.
- Perform major equipment repairs at designated areas in your maintenance yard, where cleanup is easier. Avoid performing equipment repairs at construction sites.
- When refueling or when vehicle/equipment maintenance must be done on site, designate a location away from storm drains and creeks.
- Do not use diesel oil to lubricate equipment parts or clean equipment.
- Recycle used oil, concrete, broken asphalt, etc. whenever possible, or dispose of properly.

During Construction

- Avoid paving and seal coating in wet weather, or when rain is forecast, to prevent fresh materials from contacting stormwater runoff.
- Cover and seal catch basins and manholes when applying seal coat, slurry seal, fog seal, or similar materials.
- Protect drainage ways by using earth dikes, sand bags, or other controls to divert or trap and filter runoff.
- Never wash excess material from exposed aggregate concrete or similar treatments into a street or storm drain. Collect and recycle, or dispose to dirt area.
- Cover stockpiles (asphalt, sand, etc.) and other construction materials with plastic tarps. Protect from rainfall and prevent runoff with temporary roofs or plastic sheets and berms.
- Park paving machines over drip pans or absorbent material (cloth, rags, etc.) to catch drips when not in use.
- Clean up all spills and leaks using "dry" methods (with absorbent materials and/or rags). Dig up, remove, and properly dispose of contaminated soil.

Asphalt/Concrete Removal

- Avoid creating excess dust when breaking asphalt or concrete.
- After breaking up old pavement, be sure to remove all chunks and pieces. Make sure broken pavement does not come in contact with rainfall or runoff.
- When making saw cuts, use as little water as possible. Shovel or vacuum saw-cut slurry and remove from the site. Cover or protect storm drain inlets during saw-cutting. Sweep up, and properly dispose of, all residues.
- Sweep, never hose down streets to clean up tracked dirt. Use a street sweeper or vacuum truck. Do not dump vacuumed liquor in storm drains.

Painting and Application of Solvents and Adhesives

Who should use this information?

- Painters
- Paperhangers
- Plasterers
- Graphic Artists
- Dry Wall Crews
- Floor Covering Installers
- General Contractors
- Home Builders
- Developers
- Homeowners



Storm Drain Pollution from Paints, Solvents, and Adhesives
All paints, solvents, and adhesives contain chemicals that are harmful to wildlife in local creeks, San Francisco Bay, and the Pacific Ocean. Toxic chemicals may come from liquid or solid products or from cleaning residues or rags. Paint material and wastes, adhesives and cleaning fluids should be recycled when possible, or disposed of properly to prevent these materials from flowing into storm drains and watercourses.

Doing the Job Right

Handling Paint Products

- Keep all liquid paint products and wastes away from the gutter, street, and storm drains. Liquid residues from paints, thinners, solvents, glues, and cleaning fluids are hazardous wastes and must be disposed of as hazardous.
- Wash water from painted buildings constructed before 1978 can contain high amounts of lead, even if paint chips are not present. Before you begin stripping paint or cleaning pre-1978 building exteriors with water under high pressure, test paint for lead by taking paint scrapings to a local laboratory. See Yellow Pages for a state-certified laboratory.
- If there is loose paint on the building, or if the paint tests positive for lead, block storm drains. Check with the wastewater treatment plant to determine whether you may discharge water to the sanitary sewer, or if you must send it offsite for disposal as hazardous waste.

Paint Removal

- Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.
- Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury or tributyl tin must be disposed of as hazardous wastes. Lead based paint removal requires a state-certified contractor.
- When stripping or cleaning building exteriors with high pressure water, block storm drains. Direct wash water onto a dirt area to find out if you can collect (mop or vacuum) building cleaning water and dispose to the sanitary sewer. Sampling may be required to assist the wastewater treatment authority in making its decision.
- Never pour paint down a storm drain. Dispose of excess liquids and residue as hazardous waste.
- For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids and residue as hazardous waste.
- When thoroughly dry, empty paint cans, used brushes, rags, and drop cloths may be disposed of as garbage in a sanitary landfill. Leave lids off paint cans so the refuse collector can see that they are empty. Empty, dry paint cans also may be recycled as metal.
- Dispose of empty aerosol paint cans as hazardous waste or at household hazardous waste collection events.

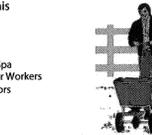
Recycle/Reuse Leftover Paints Whenever Possible

- Donate excess water-based (latex) paint for reuse.
- Reuse leftover oil-based paint. Dispose of non-recyclable thinners, sludge and unwanted paint as hazardous waste.
- Unopened cans of paint may be able to be returned to the paint vendor. Check with the vendor regarding its "buy-back" policy.

Landscaping, Gardening, and Pool Maintenance

Who should use this information?

- Landscapers
- Gardeners
- Swimming Pool/Spa Service and Repair Workers
- General Contractors
- Home Builders
- Developers
- Homeowners



Storm Drain Pollution from Landscaping and Swimming Pool Maintenance

Many landscaping activities expose soils and increase the likelihood that earth and garden chemicals will run off into the storm drains during irrigation or when it rains. Swimming pool water containing chlorine and copper-based algaecides should never be discharged to storm drains. These chemicals are toxic to aquatic life.

Doing the Job Right

General Business Practices

- Protect stockpiles (e.g. asphalt, sand, or soil) and landscaping materials from wind and rain by storing them under tarps or secured plastic sheeting.
- Store pesticides, fertilizers, and other chemicals indoors in a shed or storage cabinet.
- Schedule grading and excavation projects during dry weather.
- Use temporary check dams or ditches to divert runoff away from storm drains.
- Protect storm drains with sandbags or other sediment controls.
- Revegetation is an excellent form of erosion control for any site. Replant as soon as possible with temporary vegetation such as grass seed.

Landscaping/Garden Maintenance

- Consider using Integrated Pest Management Techniques. Use pesticides sparingly, according to instructions on the label. Rinse empty containers, and use rinsewater as product. Dispose of rinsed, empty containers in the trash.
- Dispose of unused pesticides as hazardous waste.

Pool/Fountain/Spa Maintenance

DRAINING POOLS OR SPAS

- When it's time to drain a pool, spa, or fountain, please be sure to call your local wastewater treatment plant before you start for further guidance on flow rate restrictions, backflow prevention, and handling special cleaning waste (such as acid wash). Discharge flows should be kept to the low levels typically possible through a garden hose. Higher flow rates may be prohibited by local ordinance.
- Never discharge pool or spa water to a street or storm drain, discharge to a sanitary sewer.
- If possible, when emptying a pool or spa, let chlorine dissipate for a few days and then recycle/reuse water by draining it gradually onto a landscaped area. OR

San Jose/Santa Clara Water Pollution Control Plant (408) 945-5300. You may be able to discharge to the sanitary sewer by running the hose to a utility sink or sewer pipe clean-out.

- Do not blow or rake leaves, etc. into the street, or place yard waste in gutters or on dirt shoulders. Sweep up any leaves, litter or residue in gutters or on street.
- Use copper-based algaecides Control algae with chlorine or other alternatives, such as sodium bromide.

Filter Cleaning

- Never clean a filter in the street or near a storm drain. Rinse cartridge and diatomaceous earth filters onto a dirt area, and spade filter residue into soil. Dispose of spent diatomaceous earth in the garbage.
- If there is no suitable dirt call San Jose/Santa Clara Water Pollution Control Plant (408) 945-5300 for instructions on discharging filter backwash or rinse water to the sanitary sewer.

Milpitas Municipal Code (MMC) 2017

XI-16-11 Accidental Discharge - Notification of Discharge

- All persons shall notify the City by telephone immediately by dialing 911 upon accidentally discharging any material other than an acceptable discharge into a storm drain or watercourse to enable countermeasures to be taken by the City to minimize damage to storm drains and the receiving waters. Prohibited discharges include but are not limited to:
 - Sewage;
 - Discharges of wash water resulting from the cleaning of exterior surfaces and pavement, or the equipment and other facilities of any commercial business, or any other public or private facility;
 - Discharges of runoff from material storage areas, including containing chemicals, fuels, or other potentially polluting or hazardous materials;
 - Discharges of pool or fountain water containing chlorine, biocides, or other chemicals; discharges of pool or fountain filter backwash water;
 - Discharges of sediment, pet waste, vegetation clippings, or other landscape or construction-related wastes; and
 - Discharges of food-related wastes (e.g., grease, fish processing, and restaurant kitchen mat and trash bin wash water, etc.).
 The City, at its sole option, may direct the person or persons responsible for the discharge to perform cleanup activities when it is deemed by the City that the person or persons have the capability to perform such activities. All violations shall be corrected in a timely manner before the next rain event, but no longer than ten (10) business days after the violations are discovered.
- The person deemed by the City responsible for the discharge shall, within five (5) days of the date of occurrence, provide a detailed written statement to the City Manager or his or her designee describing the causes of the accidental discharge and the measures being taken to prevent future occurrences. Such notification will not relieve persons of liability for violations of this Chapter or for any fines imposed on the City on account thereof under Section 13350 of the California Water Code, or for violation of Section 5650 of the California Fish and Wildlife Code, or any other applicable provisions of State or federal law.
- Persons deemed by the City responsible for the discharge are responsible for all expenses resulting from the discharge, including, but not limited to, damages, fines, and costs of cleanup, whether performed by their own efforts, City efforts, or the efforts of a third party. Reimbursement of City efforts shall be determined by the number of person-upheld and amount of time necessary for the coordination of City efforts and actual clean-up. All personnel costs shall be charged at their current fully-burdened rate, including overtime, plus any and all other direct costs.

XI-16-14 Enforcement and Penalties

- Criminal Penalties. Violations of the provisions of this Chapter shall be subject to criminal penalties as provided in Section 1-1.409-1 of this Code.
- Judicial Civil Penalties. Any person who intentionally or negligently violates any provision of this Chapter or any provision of any permit or certificate issued pursuant to this Chapter shall be civilly liable to the city in a sum not to exceed twenty-five thousand dollars per day for each day in which such violation occurs.
- Administrative Citations. When the City Manager and/or his or her designee determines that one or more violations of this Chapter have occurred an administrative citation may be issued pursuant to the procedures set forth in Sections V-500-8.00 through V-500-8.06. The schedule of fines for administrative citations issued for violations of this Chapter shall be set forth in the schedule of fines established by resolution of the City Council.
- Notice of Noncompliance. If the severity of the violation warrants immediate action, a Notice of Noncompliance or Stop Work Notice shall be issued, permits may be suspended or revoked, Stormwater Pollution Prevention Plans may be found in noncompliance, and corrective actions may be implemented in accordance with Section 11 of this Chapter. For all other cases, including those sites or projects where a stormwater pollution prevention plan is not required, the City Manager or his or her designee shall issue a Notice of Noncompliance that shall enumerate the violations found. The City Manager or his or her designee shall order compliance by a date or hour certain at his or her discretion. If the violations are not abated in the time period identified in the Notice of Noncompliance, the site shall be deemed to be in noncompliance with federal, state and local laws and the City Manager or his or her designee shall have the authority to issue a Stop Work Notice and/or deem the Stormwater Pollution Prevention Plan inadequate. If a Stop Work Notice is issued, corrective actions must be performed until the site has achieved compliance. Corrective actions may include revision and resubmission of any Plan, including, but not limited to, Stormwater Pollution Prevention Plan, Erosion Control Plan or Grading Plan. The City Manager or his or her designee may also require a discharger that has violated any discharge limits contained in this Chapter to install a temporary system for the capture, testing, and release of stormwater.
- Suspension of Utility Service. The City, may, with prior notice, suspend water service, sanitary sewer service, and/or storm drain discharge access to a person discharging to the storm drain system when such suspension is necessary to stop an actual or threatened discharge which presents, or may present, imminent and substantial danger to the environment or to the health or welfare of persons; or presents, or may present, imminent and substantial danger to the storm drain system.

LANDSCAPE ARCHITECTURE CIVIL ENGINEERING SPORT PLANNING & DESIGN
2455 The Alameda
Santa Clara, CA 95050
tel: 408.985.7200
fax: 408.985.7260
www.YardDesign.com

Record Drawings

Designer:	Date:	Drawn By: RK/JJ	Date: 04/26/19
Public Works Inspector:	Date:	Checked By: DM	Date: 04/26/19
Utility/Facility Dept. Head:	Date:	Designed By: CS	Date: 04/26/19
Project Engineer:	Date:		
Public Improvements Initially Accepted by the City Council or:	Res. No.:		

Revisions

Num.	Description	Engr. Appr.	Date

CITY OF MILPITAS ENGINEERING DIVISION
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133
BLUEPRINT FOR CLEAN BAY

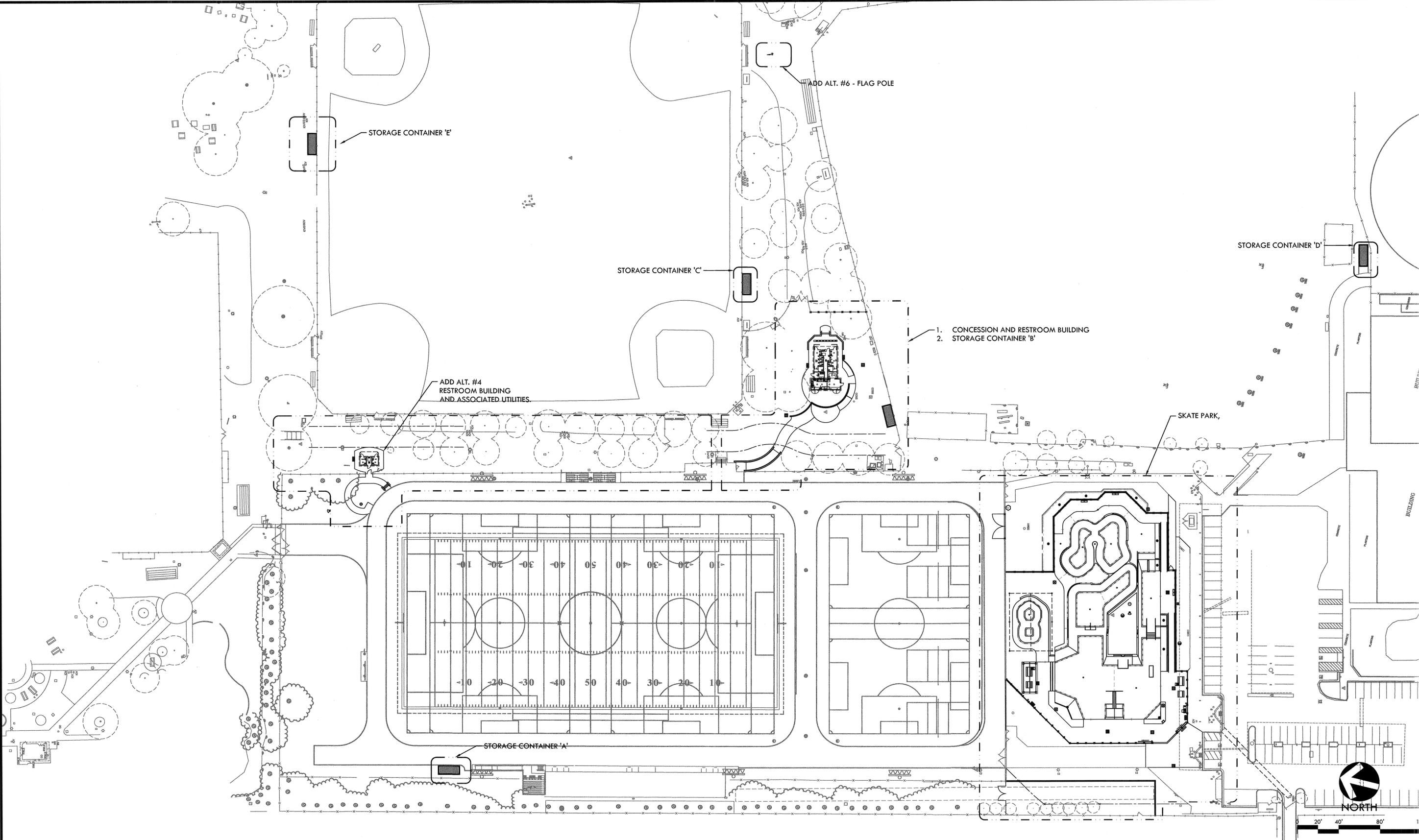
RECOMMENDED FOR BIDDING BY: [Signature]
WooJae Kim, P.E., CIP Manager
DATE: 5/1/19

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. C0.4
REC. DWG NO. 2-###
SCALE: AS NOTED
SHEET: 4 OF 87

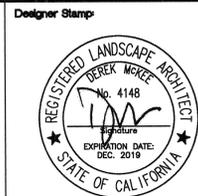
BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19

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**LANDSCAPE ARCHITECTURE
 CIVIL ENGINEERING
 SPORT PLANNING & DESIGN**
 2455 The Alameda
 Santa Clara, CA 95050
 tel: 408.985.7200
 fax: 408.985.7260
 www.VerdeDesigninc.com



Record Drawings

Designer: _____ Date: _____
 Public Works Inspector: _____ Date: _____
 Utility/Facility Dept. Head: _____ Date: _____
 Project Engineer: _____ Date: _____
 Public Improvements Initially Accepted by
 the City Council on: _____ Res. No. _____

Drawn By: RK/JJ Date: 04/26/19
 Checked By: DM Date: 04/26/19
 Designed By: CS Date: 04/26/19

Revisions

Num.	Description	Engr. Aprv.	Date



**CITY OF MILPITAS
 ENGINEERING DIVISION**

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133

OVER ALL SITE PLAN

RECOMMENDED FOR BIDDING BY: WJK DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO.
 5111, 3424 & 6133
 DRAWING NO.
 C0.6
 REC. DWG NO.
 2-####
 SCALE:
 1" = 40'-0"
 SHEET: 6 OF 87

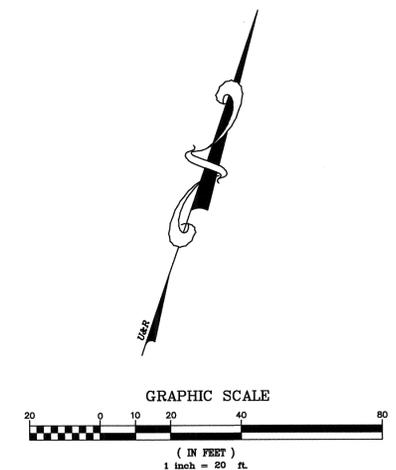
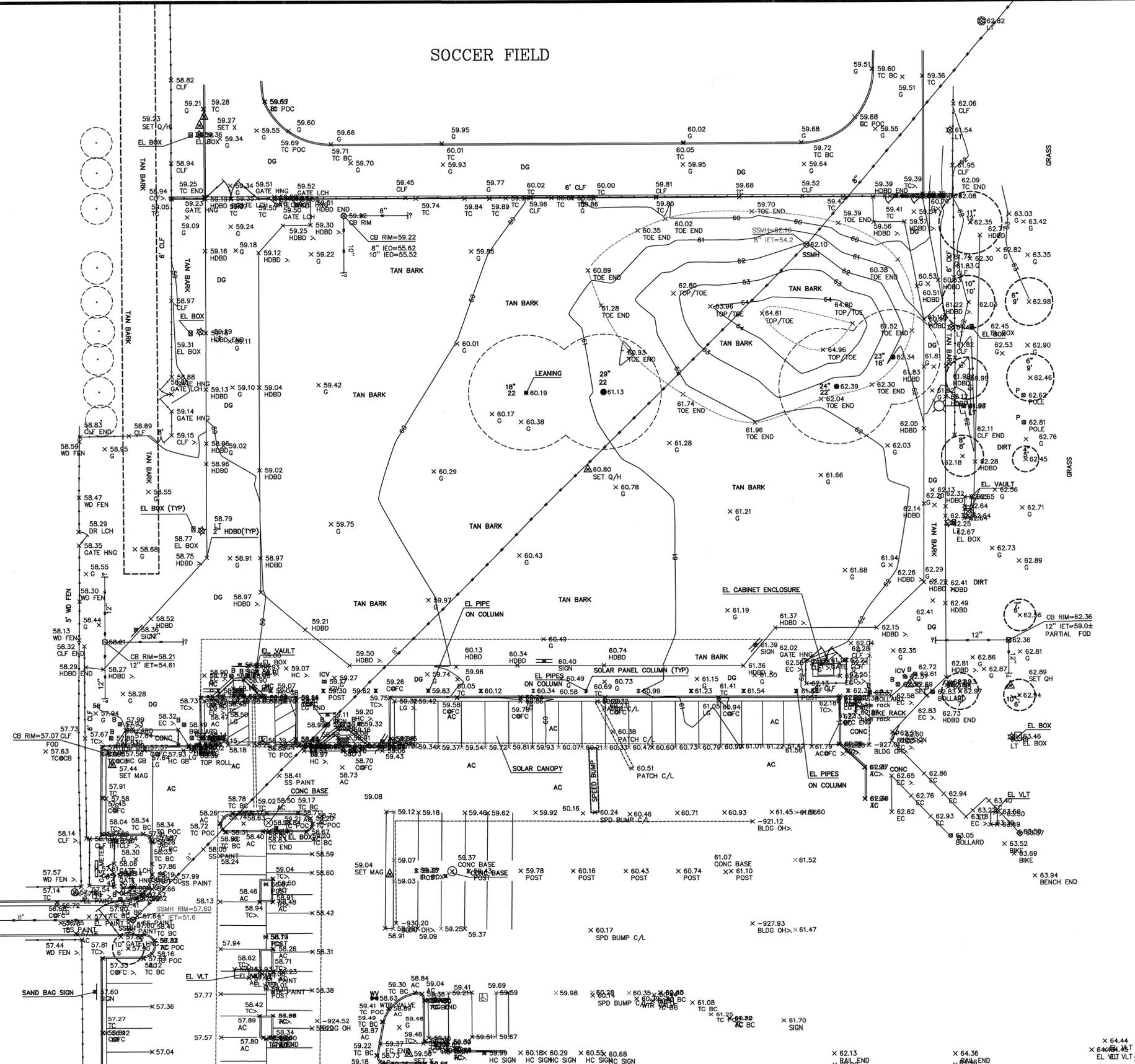
SOCCER FIELD

LEGEND	
AC	ASPHALT CONCRETE
BC	BEGIN CURVE
BP	BASEBALL POLE
BB	BAR B QUE
C/CONC	CONCRETE
CB	CATCH BASIN
CLF	CHAIN LINK FENCE
DG	DECOMPOSED GRANITE
EC	EDGE OF CONCRETE
EL	ELECTRIC
EP	EDGE OF PAVEMENT
FC	FACE OF CURB
FNC	FENCE
FOD	FULL OF DEBRIS
FF	FINISH FLOOR
G	GROUND
GB	GRADE BREAK
HDBD	HEADERBOARD
IEI	INVERT ELEVATION IN
IEO	INVERT ELEVATION OUT
PIC TABLE	PICNIC TABLE
POC	POINT ON CURVE
TC	TOP OF CURB
TOE	BOTTOM OF SLOPE
TOP	TOP OF SLOPE
VLT	VAULT
WTR	WATER
WD FNC	WOODEN FENCE
---	EXISTING SEWER LINE
---	EXISTING STORM LINE
---	GRADE BREAK
---	FENCE LINE
---	ROOF OVERHANG
---	BUILDING LINE
---	GROUND LINE
○	TREE WITH TRUNK DIAMETER AND DRIP LINE RADIUS
☆	LIGHT POLE
○	STREET LIGHT
HC	HANDICAP SIGN
○	SIGN
B _o P _o	BOLLARD/POLE
△	SURVEY CONTROL POINT
□ CB	CATCH BASIN
SSMH ○	SANITARY SEWER MAINTENANCE HOLE
□ ICV	IRRIGATION CONTROL VALVE
W	WATER METER
WV	WATER VALVE
○ CO	CLEAN OUT
x _G	SPOT ELEVATION WITH DESCRIPTION
---	INDEX ELEVATION CONTOUR
---	INTERMEDIATE ELEVATION CONTOUR

SURVEY NOTE: THIS SURVEY MAP WAS COMPILED FROM A TOPOGRAPHIC SURVEY DONE ON OCTOBER 2018. ANY CHANGES OR IMPROVEMENT MADE TO THE PROPERTY AFTER THESE DATES MAY NOT BE SHOWN ON THIS SURVEY.

BENCHMARK: BENCHMARK KEN-NPV.BRASS DISK IN MONUMENT WELL AT INTERSECTION, KENNEDY DRIVE AND NORTH PARK VICTORIA DRIVE. ELY=45.71' NAVD88

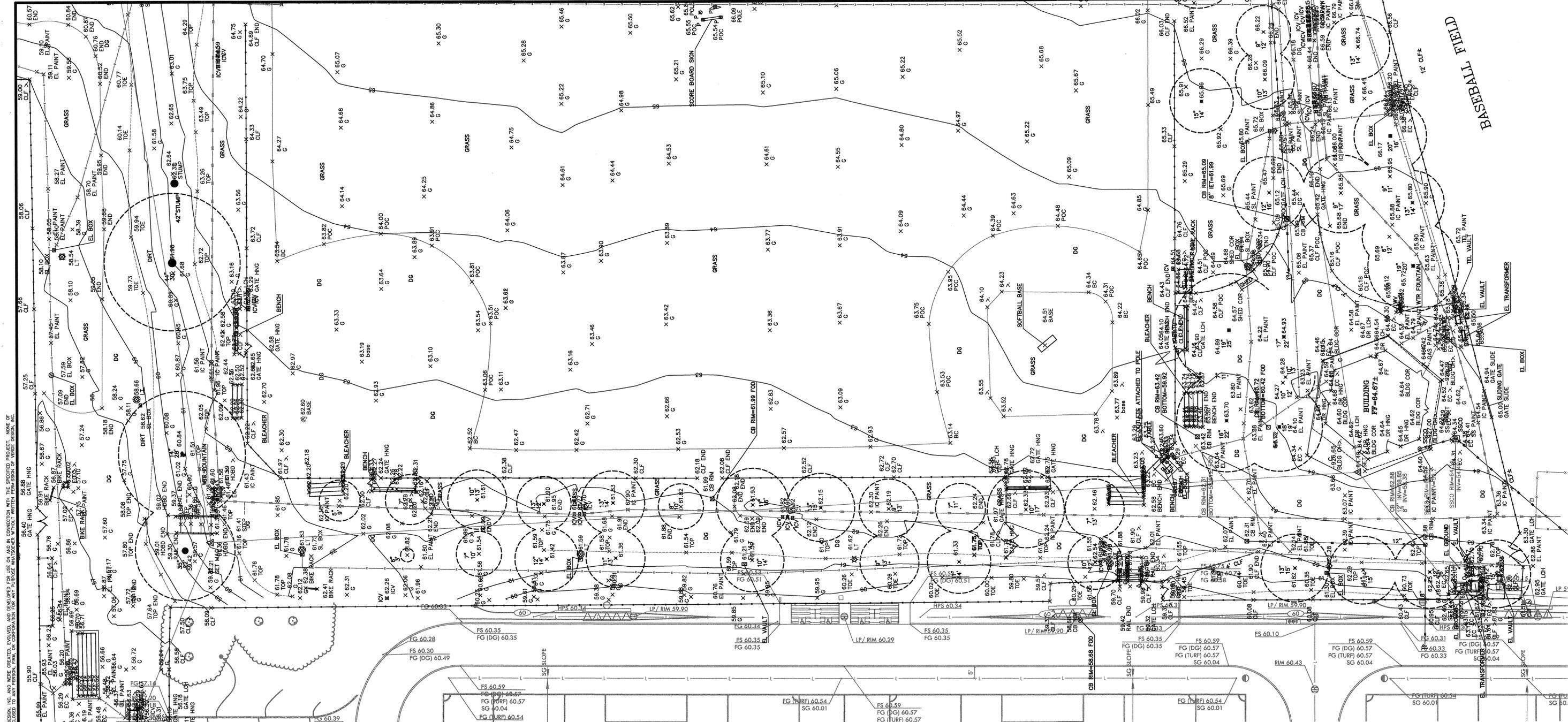
CONTOUR INTERVAL: 1 FOOT



ALL DESIGN, DESIGN, ARRANGEMENTS AND PLANS INDICATED ON THIS DRAWING ARE OWNED BY AND THE PROPERTY OF UNDERWOOD & ROSENBLUM, INC. AND WERE CREATED, DEVELOPED AND FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGN, ARRANGEMENTS OR PLANS SHALL BE REPRODUCED, COPIED, REPRODUCED, OR PUBLISHED BY ANY METHOD, IN WHOLE OR IN PART, OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT WRITTEN PERMISSION OF UNDERWOOD & ROSENBLUM, INC.

	<p>Record Drawings</p> <p>Designer: _____ Date: _____</p> <p>Public Works Inspector: _____ Date: _____</p> <p>Utility/Facility Dept. Head: _____ Date: _____</p> <p>Project Engineer: _____ Date: _____</p> <p>Public Improvements Initially Accepted by the City Council or: _____ Res. No. _____</p>	<p>Revisions</p> <table border="1"> <thead> <tr> <th>Num.</th> <th>Description</th> <th>Engr. Appr.</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Num.	Description	Engr. Appr.	Date					<p>CITY OF MILPITAS ENGINEERING DIVISION</p> <p>MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS PROJECT NO. 5111, 3424 AND 6133</p> <p>EXISTING CONDITIONS AND SURVEY PLAN</p> <p>RECOMMENDED FOR BIDDING BY: _____ DATE: 5/1/19</p> <p>WooJae Kim, P.E., CIP Manager</p>	<p>PROJECT NO. 5111, 3424 & 6133</p> <p>DRAWING NO. L1.1</p> <p>REC. DWG NO. 2-###</p> <p>SCALE: 1" = 20'-0"</p> <p>SHEET: 7 OF 87</p>
	Num.	Description	Engr. Appr.	Date								
<p>DESIGNER STAMP</p>	<p>Drawn By: WK Date: _____</p> <p>Checked By: DT/FR Date: _____</p> <p>Designed By: _____ Date: _____</p>											

BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19

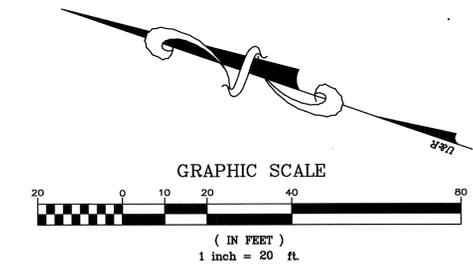


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BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19

LEGEND	
AC	ASPHALT CONCRETE
BC	BEGIN CURVE
BP	BASEBALL POLE
BB	BAR B QUE
C/CONC	CONCRETE
CB	CATCH BASIN
CLF	CHAIN LINK FENCE
DG	DECOMPOSED GRANITE
EC	EDGE OF CONCRETE
EL	ELECTRIC
EP	EDGE OF PAVEMENT
FC	FACE OF CURB
FNC	FENCE
FOD	FULL OF DEBRIS
FF	FINISH FLOOR
G	GROUND
GB	GRADE BREAK
HDBD	HEADERBOARD
IEI	INVERT ELEVATION IN
IEO	INVERT ELEVATION OUT
PT	PICNIC TABLE
POC	POINT ON CURVE
TC	TOP OF CURB
TOE	BOTTOM OF SLOPE
TOP	TOP OF SLOPE
VT	VAULT
WTR	WATER
WD FNC	WOODEN FENCE
—	EXISTING SEWER LINE
—	EXISTING STORM LINE
—	GRADE BREAK
—	FENCE LINE
—	ROOF OVERHANG
—	BUILDING LINE
—	GROUND LINE
x100.00	SPOT ELEVATION WITH DESCRIPTION
—100—	INDEX ELEVATION CONTOUR
—99—	INTERMEDIATE ELEVATION CONTOUR
CB	CATCH BASIN
SSMH	SANITARY SEWER MAINTENANCE HOLE
ICV	IRRIGATION CONTROL VALVE
WM	WATER METER
WV	WATER VALVE
CO	CLEAN OUT
30' 30'	TREE WITH TRUNK DIAMETER AND DRIP LINE RADIUS
*	LIGHT POLE
⊙	STREET LIGHT
HC	HANDICAP SIGN
—	SIGN
⊙	BOLLARD/POLE
△	SURVEY CONTROL POINT

SURVEY NOTE: THIS SURVEY MAP WAS COMPILED FROM A TOPOGRAPHIC SURVEY DONE ON OCTOBER 2018. ANY CHANGES OR IMPROVEMENT MADE TO THE PROPERTY AFTER THESE DATES MAY NOT BE SHOWN ON THIS SURVEY.
BENCHMARK: BENCHMARK KEN-NPV.BRASS DISK IN MONUMENT WELL AT INTERSECTION, KENNEDY DRIVE AND NORTH PARK VICTORIA DRIVE. ELV=45.717' NAVD88
CONTOUR INTERVAL: 1 FOOT



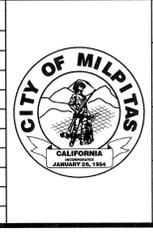
UNDERWOOD & ROSENBLUM, INC.
 civil engineers and surveyors
 1620 Oakland Road, Suite A114, San Jose, CA 95131
 (408) 433-1222 www.uandri.com



Record Drawings	
Designer: _____	Date: _____
Public Works Inspector: _____	Date: _____
Utility/Facility Dept. Head: _____	Date: _____
Project Engineer: _____	Date: _____
Public Improvements Initially Accepted by the City Council or _____	Res. No. _____

Drawn By: **WK** Date: _____
 Checked By: **DT/FR** Date: _____
 Designed By: _____ Date: _____

Revisions			
Num.	Description	Engr. Appr.	Date

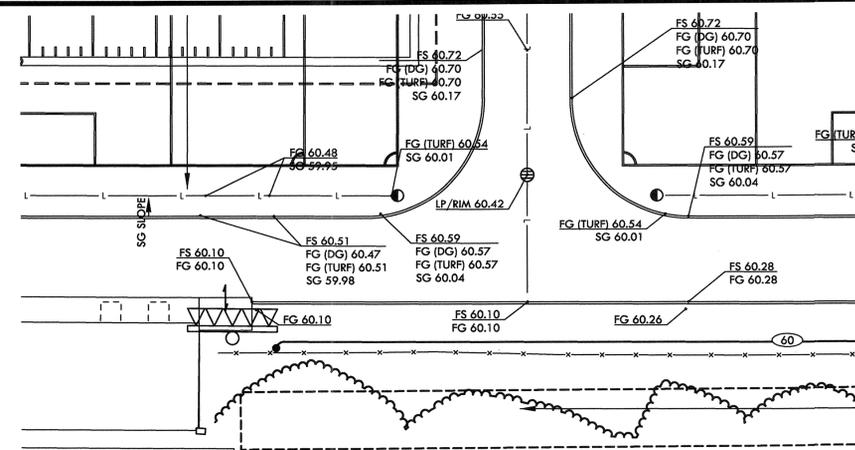


CITY OF MILPITAS
 ENGINEERING DIVISION
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133
EXISTING CONDITIONS AND SURVEY PLAN
 RECOMMENDED FOR BIDDING BY: *[Signature]* DATE: **5/1/19**
 Woolae Kim, P.E., CIP Manager

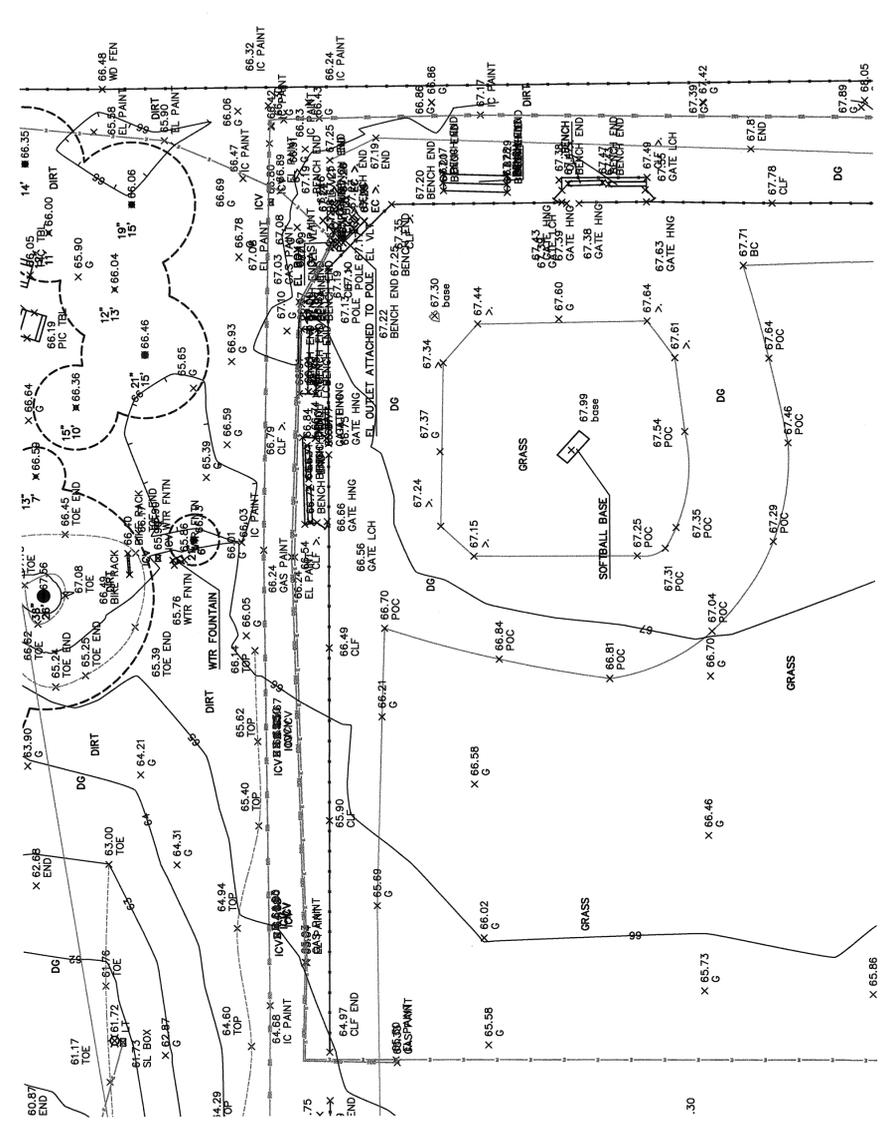
PROJECT NO.	5111, 3424 & 6133
DRAWING NO.	L1.2
REC. DWG NO.	2-####
SCALE:	1" = 20'-0"
SHEET:	8 OF 87

GRADING LEGEND

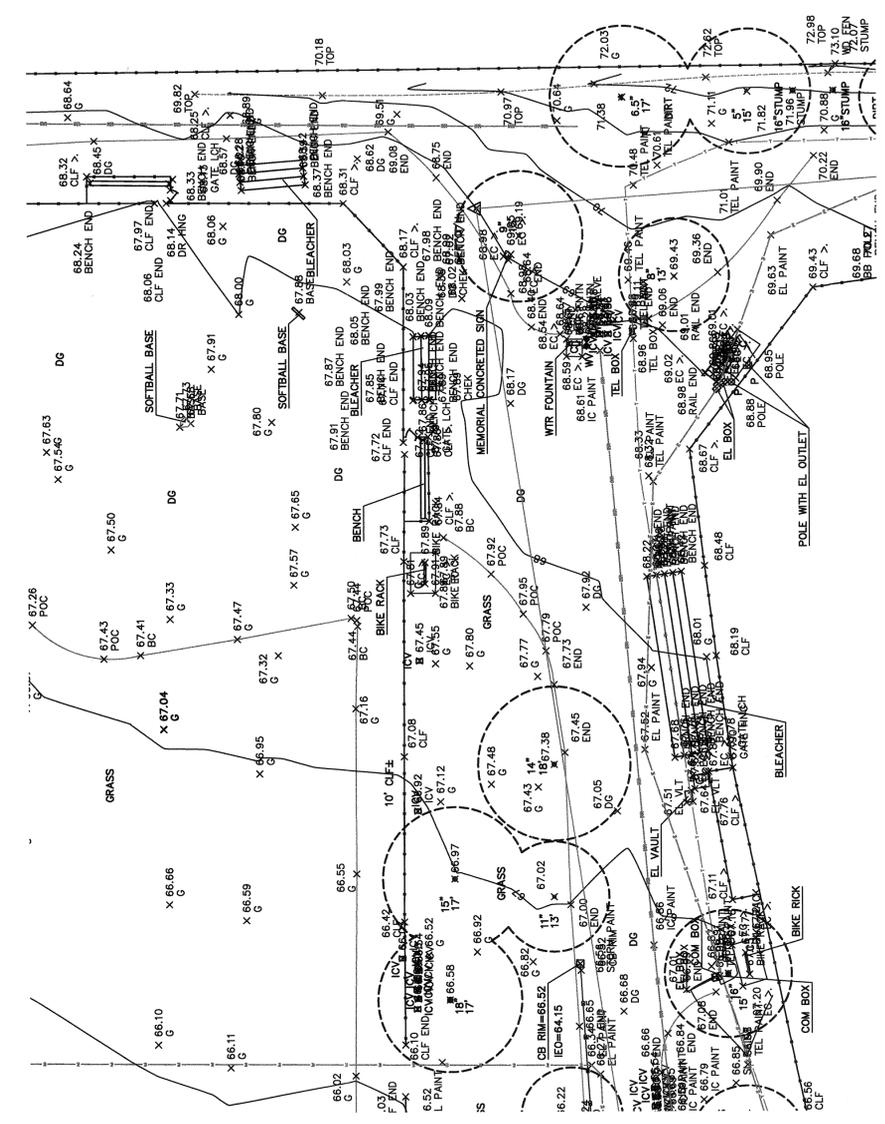
SYM	DESCRIPTION
	EXISTING CONTOUR
	PROPOSED FINISH GRADE ELEVATION OF SOFTSCAPE
	PROPOSED FINISH SURFACE ELEVATION OF HARDSCAPE
	HIGH POINT
	HIGH POINT OF SWALE
	LOW POINT/ RIM ELEVATION OF DRAIN
	TOP OF CURB



STORAGE CONTAINER 'A' AREA



STORAGE CONTAINER 'E' AREA



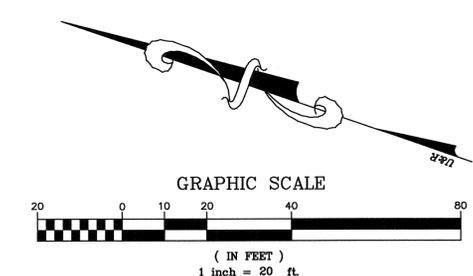
FLAG POLE AREA

LEGEND	
AC	ASPHALT CONCRETE
BC	BEGIN CURVE
BP	BASEBALL POLE
BB	BAR B QUE
C/CONC	CONCRETE
CB	CATCH BASIN
CLF	CHAIN LINK FENCE
DC	DECOMPOSED GRANITE
DG	EDGE OF CONCRETE
EL	ELECTRIC
EP	EDGE OF PAVEMENT
FC	FACE OF CURB
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FOD	FULL OF DEBRIS
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TOP	TOP OF SLOPE
VLT	VAULT
WTR	WATER
WD FNC	WOODEN FENCE
	EXISTING SEWER LINE
	EXISTING STORM LINE
	GRADE BREAK
	FENCE LINE
	ROOF OVERHANG
	BUILDING LINE
	GROUND LINE
	TREE WITH TRUNK DIAMETER AND DRIP LINE RADIUS
	LIGHT POLE
	STREET LIGHT
	HANDICAP SIGN
	SIGN
	BOLLARD/POLE
	SURVEY CONTROL POINT
	CATCH BASIN
	SANITARY SEWER MAINTENANCE HOLE
	IRRIGATION CONTROL VALVE
	WATER METER
	WATER VALVE
	CLEAN OUT
	SPOT ELEVATION WITH DESCRIPTION
	INDEX ELEVATION CONTOUR
	INTERMEDIATE ELEVATION CONTOUR

SURVEY NOTE: THIS SURVEY MAP WAS COMPILED FROM A TOPOGRAPHIC SURVEY DONE ON OCTOBER 2018. ANY CHANGES OR IMPROVEMENT MADE TO THE PROPERTY AFTER THESE DATES MAY NOT BE SHOWN ON THIS SURVEY.

BENCHMARK: BENCHMARK KEN-NPV.BRASS DISK IN MONUMENT WELL AT INTERSECTION, KENNEDY DRIVE AND NORTH PARK VICTORIA DRIVE. ELV=45.717' NAVD88

CONTOUR INTERVAL: 1 FOOT



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Record Drawings	
Designer: _____	Date: _____
Public Works Inspector: _____	Date: _____
Utility/Facility Dept. Head: _____	Date: _____
Project Engineer: _____	Date: _____
Public Improvements Initially Accepted by the City Council on: _____	Res. No. _____

Drawn By: **WK** Date: _____
 Checked By: **DT/FR** Date: _____
 Designed By: _____ Date: _____

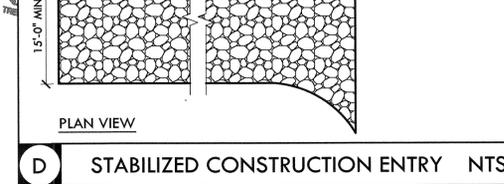
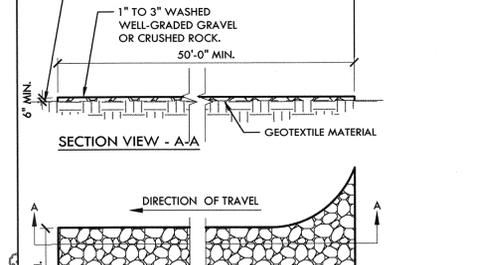
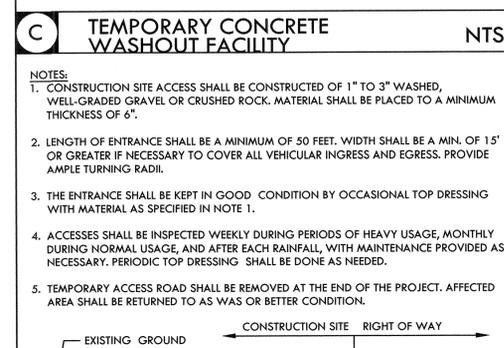
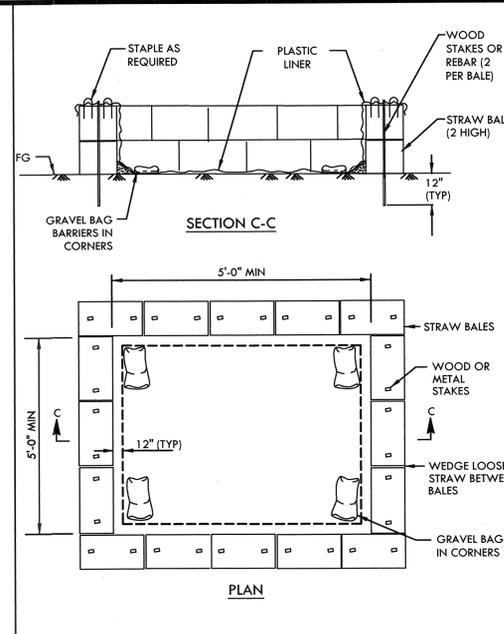
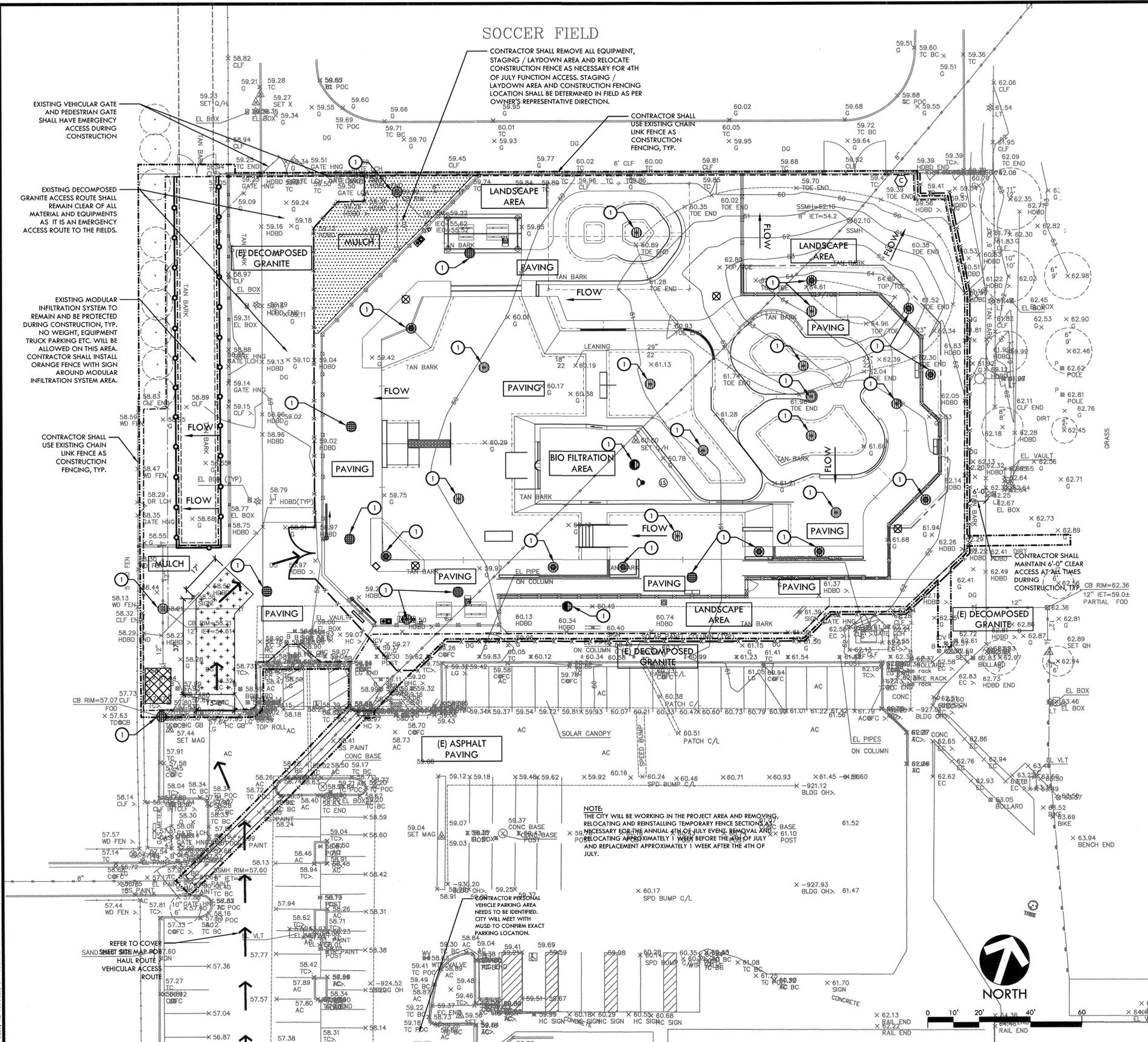
Revisions			
Num.	Description	Engr. Appr.	Date



CITY OF MILPITAS
 ENGINEERING DIVISION
 MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133
 EXISTING CONDITIONS AND SURVEY PLAN
 RECOMMENDED FOR BIDDING BY: *[Signature]* DATE: **5/21/19**
 WooJoo Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. L1.3
REC. DWG NO. 2-####
SCALE: 1" = 20'-0"
SHEET: 9 OF 87

BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19

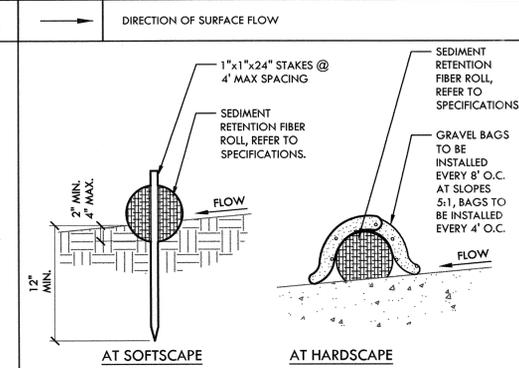


EROSION AND SEDIMENT CONTROL NOTES

1. EROSION AND SEDIMENT CONTROL SHALL BE CONSTRUCTED DURING FIRST WEEK OF CONSTRUCTION.
2. EROSION AND SEDIMENT CONTROL SHALL REMAIN THROUGHOUT CONSTRUCTION AND BE REMOVED AND DISPOSED DURING MAINTENANCE PERIOD.
3. EROSION AND SEDIMENT CONTROL MAY BE ADJUSTED THROUGH CONSTRUCTION WITH APPROVAL OR AS DIRECTED BY OWNER'S REPRESENTATIVE.
4. CONTRACTOR SHALL SWEEP STREETS AND PARKING AREAS AFFECTED BY CONSTRUCTION WITH STREET SWEEPER, DAILY OR AS REQUIRED TO KEEP PAVING CLEAN OF CONSTRUCTION DEBRIS.
5. DUST CONTROL REFER TO SPECIFICATIONS.

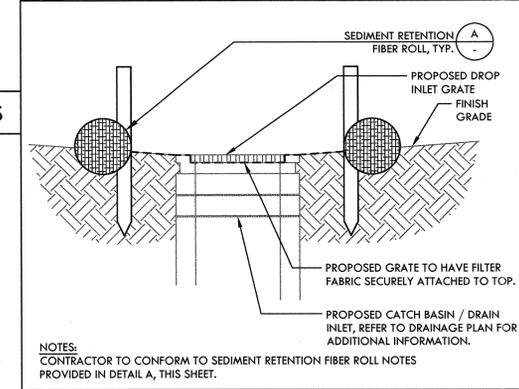
EROSION AND SEDIMENT CONTROL LEGEND

SYM	DESCRIPTION	DTL REF
X-X	LIMIT OF WORK / CONSTRUCTION FENCING, REFER TO SPECIFICATIONS	ORANGE FENCING, REFER TO SPECIFICATIONS
→	CONSTRUCTION STAGING AREA	CONTRACTOR EQUIPMENT HAUL ROUTE/ ACCESS
+	STABILIZED CONSTRUCTION ENTRY	(D) L2.1
□	TEMPORARY CONCRETE WASHOUT FACILITY - PROVIDE A WASHOUT BIN FOR CONSTRUCTION WASHOUT AND REMOVE AT END OF CONSTRUCTION.	(C) L2.1
—	SEDIMENT RETENTION FIBER FILTER ROLL BARRIER	(A) L2.1
○	STORM DRAIN INLET FILTER FABRIC TO BE SECURELY ATTACHED TO DRAINAGE STRUCTURE TOP (EXISTING AND PROPOSED) AND PERIMETER WADDLE.	(B) L2.1
→	DIRECTION OF SURFACE FLOW	

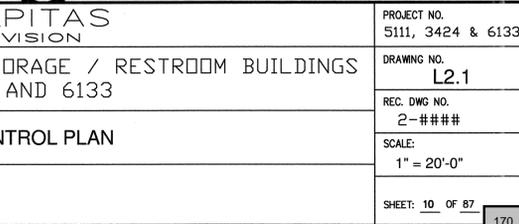


- NOTES:**
1. INSTALL SEDIMENT RETENTION FIBER ROLLS (FIBER ROLLS / WATTLES) AS LOCATED ON PLANS AND AS REQUIRED PER THE STATE GENERAL PERMIT FOR STORMWATER DISCHARGE.
 2. FIBER ROLLS SHALL BE CONSTRUCTED LONG ENOUGH TO EXTEND ACROSS FLOW PATH OF POTENTIAL RUN-OFF AND RUN-ON.
 3. PREPARE GRADES REMOVING SURFACE DEVIATIONS, LARGE STONES OR DEBRIS THAT WILL INHIBIT CONTINUOUS CONTACT OF THE FIBER ROLL WITH THE GRADE.
 4. PRIOR TO FIBER ROLL INSTALLATION EXCAVATE A CONCAVE TRENCH 2" MIN., 4" MAX. DEEP ALONG THE PROPOSED FIBER ROLL LOCATION.
 5. INSTALL FIBER ROLLS WITH CONTINUOUS CONTACT OF THE BOTTOM OF THE EXCAVATED TRENCH.
 6. STAKE ROLL ON BOTH SIDES 2' FROM OF ENDS AND AT 4' MAXIMUM SPACING WITH 2"x2"x24" STAKES. DRIVE STAKES IN ON ALTERNATING SIDES OF THE ROLL AND OVERLAP ADJUTING ROLL ENDS 12" MIN.
 7. BACKFILL BOTH SIDES TO WATTLE AND TAMP SOIL TO FIRM AND STABLE.
 8. CONTRACTOR SHALL MAKE WEEKLY INSPECTIONS OR AS INDICATED IN STORMWATER POLLUTION PREVENTION PLAN, OR THE STATE GENERAL PERMIT FOR STORMWATER DISCHARGE.

A SEDIMENT RETENTION FIBER ROLL NTS



D STABILIZED CONSTRUCTION ENTRY NTS



B STORM DRAIN INLET FILTER FOR (E) AND PROPOSED STORM DRAINS NTS

VERDE DESIGN
 LANDSCAPE ARCHITECTURE
 CIVIL ENGINEERING
 SPORT PLANNING & DESIGN
 2455 The Alameda
 Santa Clara, CA 95050
 Tel: 408.985.7200
 Fax: 408.985.7260
 www.VerdeDesignInc.com

DESIGNER STAMP
 REGISTERED LANDSCAPE ARCHITECT
 CIVIL ENGINEER
 STATE OF CALIFORNIA
 No. 4148
 EXPIRES DATE: DEC. 2019

Record Drawings

Designer	Date	Drawn By: RK/JJ Date: 04/26/19
Public Works Inspector	Date	Checked By: DM Date: 04/26/19
Utility/Facility Dept. Head	Date	Designed By: CS Date: 04/26/19
Project Engineer	Date	
Public Improvements Initially Accepted by the City Council on	Res. No.	

Revisions

Num.	Description	Engr. Appr.	Date

CITY OF MILPITAS ENGINEERING DIVISION

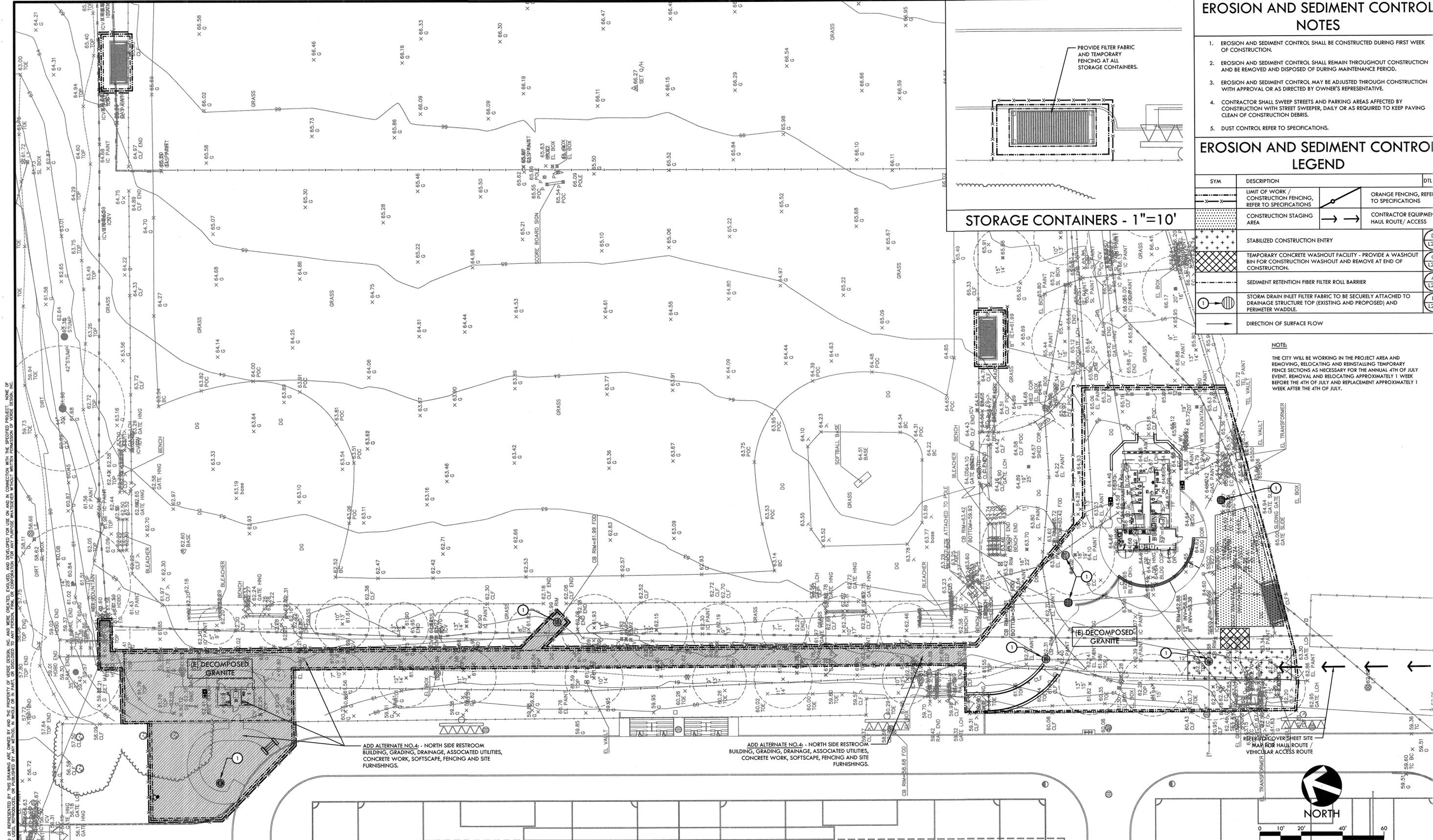
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133

EROSION AND SEDIMENT CONTROL PLAN

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/2/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO.	5111, 3424 & 6133
DRAWING NO.	L2.1
REC. DWG NO.	2-###
SCALE	1" = 20'-0"
SHEET	10 OF 87

BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19



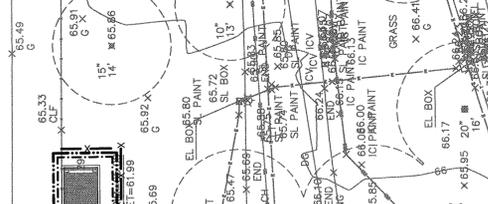
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5. DUST CONTROL REFER TO SPECIFICATIONS.

EROSION AND SEDIMENT CONTROL LEGEND

SYM	DESCRIPTION	DTL REF
	LIMIT OF WORK / CONSTRUCTION FENCING, REFER TO SPECIFICATIONS	ORANGE FENCING, REFER TO SPECIFICATIONS
	CONSTRUCTION STAGING AREA	CONTRACTOR EQUIPMENT HAUL ROUTE / ACCESS
	STABILIZED CONSTRUCTION ENTRY	(D) L2.1
	TEMPORARY CONCRETE WASHOUT FACILITY - PROVIDE A WASHOUT BIN FOR CONSTRUCTION WASHOUT AND REMOVE AT END OF CONSTRUCTION.	(C) L2.1
	SEDIMENT RETENTION FIBER FILTER ROLL BARRIER	(L) L2.1
	STORM DRAIN INLET FILTER FABRIC TO BE SECURELY ATTACHED TO DRAINAGE STRUCTURE TOP (EXISTING AND PROPOSED) AND PERIMETER WADDLE.	(B) L2.1
	DIRECTION OF SURFACE FLOW	

STORAGE CONTAINERS - 1"=10'



NOTE:
THE CITY WILL BE WORKING IN THE PROJECT AREA AND REMOVING, RELOCATING AND REINSTALLING TEMPORARY FENCE SECTIONS AS NECESSARY FOR THE ANNUAL 4TH OF JULY EVENT. REMOVAL AND RELOCATING APPROXIMATELY 1 WEEK BEFORE THE 4TH OF JULY AND REPLACEMENT APPROXIMATELY 1 WEEK AFTER THE 4TH OF JULY.

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ADD ALTERNATE NO.4 - NORTH SIDE RESTROOM BUILDING, GRADING, DRAINAGE, ASSOCIATED UTILITIES, CONCRETE WORK, SOFTSCAPE, FENCING AND SITE FURNISHINGS.

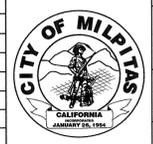
ADD ALTERNATE NO.4 - NORTH SIDE RESTROOM BUILDING, GRADING, DRAINAGE, ASSOCIATED UTILITIES, CONCRETE WORK, SOFTSCAPE, FENCING AND SITE FURNISHINGS.



Record Drawings	
Designer: _____	Date: _____
Public Works Inspector: _____	Date: _____
Utility/Facility Dept. Head: _____	Date: _____
Project Engineer: _____	Date: _____
Public Improvements Initially Accepted by the City Council or _____	Rea. No. _____

Drawn By: RK/JJ Date: 04/26/19
 Checked By: DM Date: 04/26/19
 Designed By: CS Date: 04/26/19

Revisions			
Num.	Description	Engr. Appr.	Date

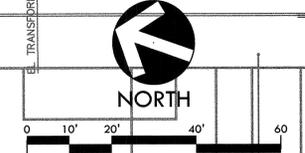


CITY OF MILPITAS
ENGINEERING DIVISION
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

EROSION AND SEDIMENT CONTROL PLAN

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
 Woolae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133	DRAWING NO. L2.2
REC. DWG NO. 2-####	SCALE: 1" = 20'-0"
SHEET: 11 OF 87	



SOCCER FIELD

SYM	DESCRIPTION
(X)	REMOVE EXISTING TREES INCLUDING STUMPS, REFER TO SPECIFICATIONS.
(P)	EXISTING TREES TO REMAIN AND BE PROTECTED. ANY CLEAR AND GRUB WORK WITHIN TREE PROTECTION FENCING TO BE DONE BY HAND ONLY, REFER TO SPECIFICATIONS.
(F)	DEMOLISH AND REMOVE EXISTING FENCE, INCLUDING GATES, POSTS, HARDWARE, FABRIC, FOOTINGS, AND CONCRETE EDGE BAND, SIGNS ON FENCE SHALL BE REMOVED AND SALVAGED TO THE CITY. SEE ITEM #2 AND #3.
(1)	EXISTING WOODEN HEADER TO BE DEMOLISHED AND REMOVED.
(2)	EXISTING FENCE FABRIC, POSTS, RAILS AND CONCRETE EDGE BAND TO BE DEMOLISHED AND REMOVED. CONTRACTOR SHALL INSTALL REMOVABLE FENCE PANELS PER MATERIAL PLAN.
(3)	CONTRACTOR SHALL DEMOLISH AND REMOVE EXISTING FENCE, INCLUDING GATES, POSTS, HARDWARE, FABRIC, FOOTINGS, AND CONCRETE EDGE BAND BEFORE 4TH OF JULY FUNCTION. SIGNS ON FENCE SHALL BE REMOVED AND SALVAGED TO THE CITY. REFER TO MATERIAL PLAN FOR INSTALLATION OF NEW FENCE AND GATE BEFORE 4TH OF JULY FUNCTION.
(4)	EXISTING FENCE FABRIC, POSTS, RAILS, VEGETATION AND CONCRETE EDGE BAND TO BE DEMOLISHED AND REMOVED. CONTRACTOR SHALL INSTALL NEW GATE PER MATERIAL PLAN.
(5)	EXISTING CONCRETE CURB AND GUTTER TO BE DEMOLISHED AND REMOVED.
(6)	EXISTING BUILDING INCLUDING FOUNDATION AND CONCRETE SLAB TO BE DEMOLISHED AND REMOVED. ALL UTILITIES TO BE DISCONNECTED AND SERVE AS POINT OF CONNECTION FOR NEW BUILDING.
(7)	EXISTING SANITARY SEWER CLEANOUT AND PORTION OF SANITARY SEWER LINE TO BE DEMOLISHED AND REMOVED.
(8)	REMOVE EXISTING 8" SANITARY SEWER LINE AND REPLACE WITH PROPOSED 8" SANITARY SEWER LINE. MATCH EXISTING SANITARY SEWER LINE SLOPE.
(9)	EXISTING CONCRETE CURB TO BE DEMOLISHED AND REMOVED.

DEMOLITION NOTES

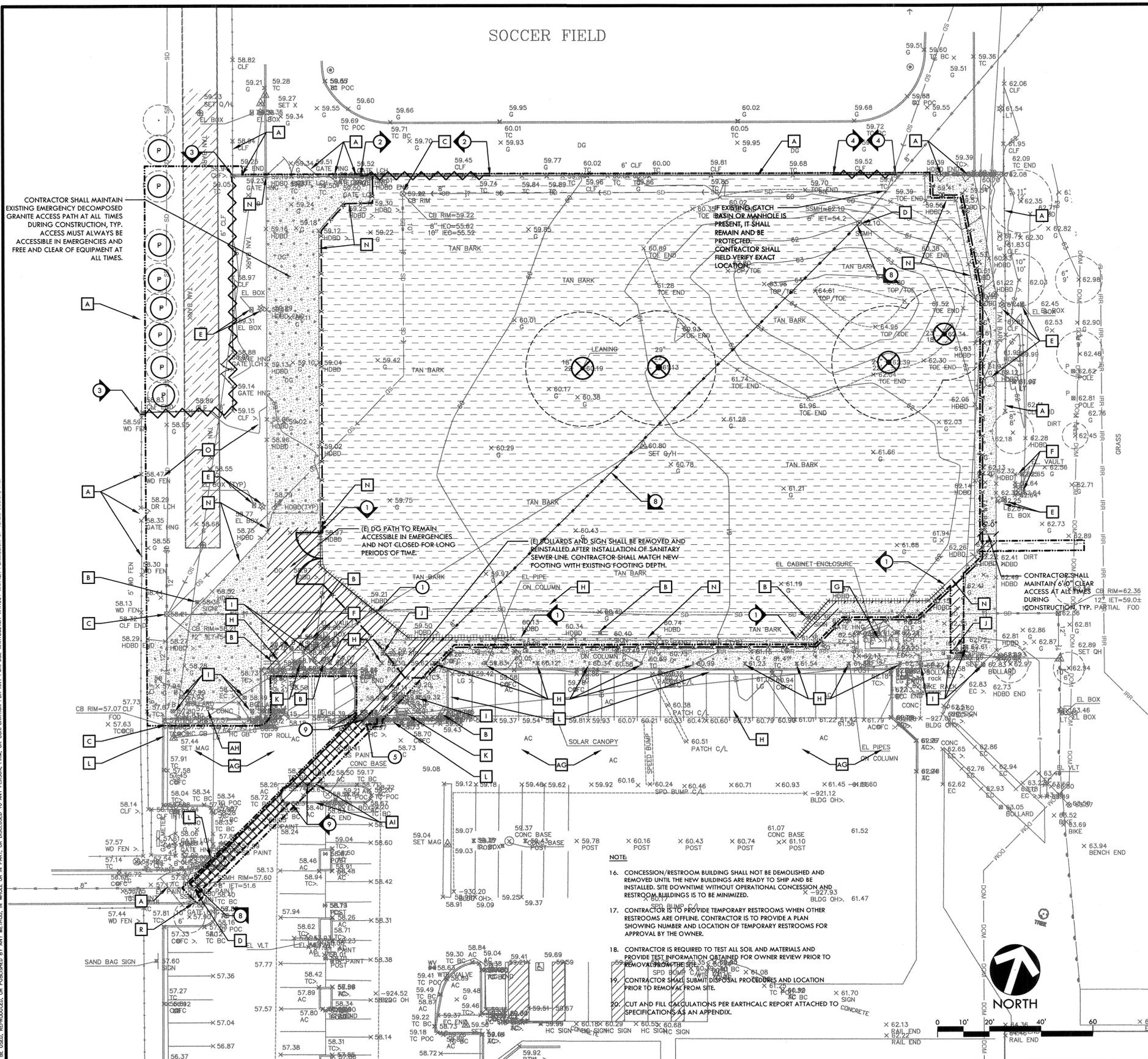
- THE CONTRACTOR SHALL PERFORM ALL CLEARING, DEMOLITION, REMOVAL OF OBSTRUCTIONS AND SITE PREPARATIONS NECESSARY FOR THE PROPER EXECUTION OF ALL WORK CONTAINED IN THE CONTRACT DOCUMENTS.
- CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES AND PROVIDE THE REQUIRED COORDINATION FOR THEIR TEMPORARY DISCONNECTION, PROTECTION, REMOVAL AND/OR STORAGE AS MAY BE REQUIRED DURING CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH THE OWNER TO DETERMINE WHETHER TEMPORARY SERVICES ARE NECESSARY. POT HOLE TO LOCATE UNDERGROUND UTILITIES PRIOR TO PERFORMING THE PROPOSED WORK. POT HOLES SHOULD BE PERFORMED WITH VACUUM EQUIPMENT OR HAND DIGGING, NOT MECHANIZED EQUIPMENT.
- THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO BID SUBMITTAL TO DETERMINE THE EXACT EXTENT AND DEPTH OF SITE DEMOLITION REQUIRED AND VERIFY COMPLIANCE WITH DRAWINGS. THE OWNER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES.
- THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES AND SERVICES BEFORE COMMENCING WORK. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AT (800) 227-2600 PRIOR TO ANY DEMOLITION OR EXCAVATION. UPON COMPLETION OF USA MARKING OPERATIONS, CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD CONFLICTS ARISE AND REDIRECT WORK TO AVOID DELAY.
- ALL EXISTING ITEMS ARE TO REMAIN UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING, AT CONTRACTOR'S EXPENSE, ANY EXISTING ITEM DAMAGED OR DESTROYED BY CONSTRUCTION OPERATIONS. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR REPAIRING OR REPLACING ANY AND ALL DAMAGES TO ADJACENT PROPERTIES. THE DAMAGED ITEMS SHALL BE RESTORED TO AN "AS-WAS" OR BETTER CONDITION OR REPLACED PER THE DISCRETION OF THE OWNER'S REPRESENTATIVE.
- PRIOR TO ANY DEMOLITION WORK, CONTRACTOR SHALL INSTALL SELF-SUPPORTING INTERLOCKING CHAIN-LINK TEMPORARY CONSTRUCTION FENCING TO ENCLOSE AND SECURE THE PROJECT AREA LIMIT OF WORK. THE FENCING SHALL CONTAIN PEDESTRIAN AND/OR VEHICULAR ACCESS GATES AS NECESSARY AND SHALL BE MINIMUM 6 FEET HIGH WITH A TOP AND BOTTOM RAIL WITH KNUCKLED TOP AND BOTTOM SELVAGE (NO BARBED WIRE PERMITTED). FENCE SHALL INCLUDE FULL HEIGHT GREEN SHADE CLOTH COVERING. THE CONSTRUCTION FENCING WORK SHALL BE SUBJECT TO THE DISCRETION OF THE OWNER'S REPRESENTATIVE.
- PRIOR TO ANY DEMOLITION WORK, CONTRACTOR SHALL PROTECT ALL EXISTING PLANT MATERIAL NOT SCHEDULED FOR REMOVAL BY INSTALLING TEMPORARY 4 FOOT HIGH "BLAZE ORANGE" CONSTRUCTION SAFETY FENCING AT THE DRIP LINE OR PERIMETER. THE FENCING SHALL BE SECURED WITH DRIVEN METAL STAKES. ALL TREE PROTECTION WORK SHALL BE SUBJECT TO THE DISCRETION OF THE OWNER'S REPRESENTATIVE.
- DEMOLITION SHALL INCLUDE THE REMOVAL OF ITEM AND ANY FOUNDATION OR STRUCTURAL SUPPORT RELATED TO ITEM. FOR PLANT, MATERIAL THIS SHALL INCLUDE STUMPS AND ROOTS OVER 2 INCHES IN DIAMETER. DISPOSAL SHALL BE OFF-SITE IN A LEGAL MANNER ACCEPTABLE TO THE OWNER'S REPRESENTATIVE AND IN COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL CODES AND ORDINANCES.
- REFER TO SPECIFICATIONS FOR ADDITIONAL CLEARING, GRUBBING, TOPSOIL STOCKPILING AND OTHER PERTINENT INFORMATION.
- CITY TO APPROVE ALL REMOVAL.
- DEMOLITION PROCEDURES AND SEQUENCING SHALL BE PROVIDED TO THE CITY. NO UTILITY INTERRUPTION WITHOUT APPROVAL BY THE CITY AND A MINIMUM OF 72 HOURS NOTICE. ANY NECESSARY INTERRUPTIONS SHALL BE SCHEDULED TO MINIMIZE DISRUPTION TO THE FACILITIES.
- CONTRACTOR TO PROTECT ALL EXISTING DRIVEWAYS AND PARKING LOTS. ANY DAMAGE WILL BE REPAIRED OR DRIVEWAYS REPLACED AT NO COST TO THE CITY.
- CONTRACTOR SHALL REMOVE AND REPLACE EXISTING STRUCTURES AS REQUIRED AND PRUNE TREES PER CITY DIRECTION AS REQUIRED TO ALLOW FOR A FREE AND CLEAR PATH FOR TRANSPORTING AND SETTING THE STORAGE CONTAINERS AND MODULAR BUILDING COMPONENTS. ADDITIONALLY, THE CONTRACTOR IS TO PROVIDE VEHICLE AND EQUIPMENT "WALKER" PERSONNEL TO PROVIDE SAFE DELIVERY OF THESE COMPONENTS AND CONSTRUCTION FENCING TO CREATE BOUNDARIES TO ALLOW PUBLIC ACCESS TO THE FIELDS WHILE DELIVERY AND INSTALLATION IS TAKING PLACE.
- THE CITY WILL BE WORKING IN THE PROJECT AREA AND REMOVING, RELOCATING AND REINSTALLING TEMPORARY FENCE SECTIONS AS NECESSARY FOR THE ANNUAL 4TH OF JULY EVENT. REMOVAL AND RELOCATING APPROXIMATELY 1 WEEK BEFORE THE 4TH OF JULY AND REPLACEMENT APPROXIMATELY 1 WEEK AFTER THE 4TH OF JULY.
- CONTRACTOR SHALL COORDINATE WITH THE CITY, THE ADJUSTMENT OF THEIR TEMPORARY FENCING, LAYDOWN AREA, AND ALL OTHER SITE CONSTRUCTION OBSTRUCTIONS, AS NECESSARY TO MAINTAIN CLEAR VEHICULAR AND PEDESTRIAN ACCESS FOR THE CITY'S ANNUAL 4TH OF JULY FIREWORKS CELEBRATION, AT NO ADDITIONAL COST TO THE CITY. THE CONTRACTOR SHALL WORK WITH THE CITY TO DETERMINE THE LOCATION OF ADJUSTED FENCING AND THE DURATION OF THE ACCESS NEEDS.

ITEMS TO BE PROTECTED OR RELOCATED

A	EXISTING FENCE, GATES, POSTS, HARDWARE AND EDGE BAND TO REMAIN AND BE PROTECTED.
B	EXISTING SIGNS TO REMAIN AND BE PROTECTED.
C	EXISTING CATCH BASIN TO REMAIN AND BE PROTECTED.
D	EXISTING SANITARY SEWER MANHOLE TO REMAIN AND BE PROTECTED.
E	EXISTING SECURITY LIGHTS AND PULL BOXES TO REMAIN AND BE PROTECTED.
F	EXISTING ELECTRICAL VAULT TO REMAIN AND ADJUSTED TO NEW GRADE.
G	EXISTING ELECTRICAL CABINET ENCLOSURE, FENCE AND GATES TO REMAIN AND BE PROTECTED.
H	EXISTING SOLAR PANELS, ELECTRICAL CONDUITS AND POSTS TO REMAIN AND BE PROTECTED.
I	EXISTING BOLLARDS TO REMAIN AND BE PROTECTED.
J	EXISTING IRRIGATION VALVE TO REMAIN, BE PROTECTED AND ADJUSTED TO NEW GRADE.
K	EXISTING CONCRETE RAMPS TO REMAIN AND BE PROTECTED.
L	EXISTING CURB AND GUTTER TO REMAIN AND BE PROTECTED.
M	EXISTING PAVING TO REMAIN AND BE PROTECTED.
N	EXISTING WOODEN HEADER TO REMAIN AND BE PROTECTED.
O	EXISTING MULCH TO REMAIN AND BE PROTECTED. NO VEHICLES ARE ALLOWED TO BE DRIVEN IN THIS AREA.
P	EXISTING ELECTRICAL BOX TO REMAIN AND BE PROTECTED.
Q	EXISTING STAIRS TO REMAIN AND BE PROTECTED.
R	EXISTING CONCRETE CURB TO REMAIN AND BE PROTECTED.
S	EXISTING TRANSFORMER TO REMAIN AND BE PROTECTED.
T	EXISTING LIGHT TO REMAIN AND BE PROTECTED.
U	EXISTING BIKE RACK TO REMAIN AND BE PROTECTED.
V	EXISTING SANITARY SEWER CLEANOUT TO REMAIN AND ADJUSTED TO NEW GRADE ELEVATION.
W	EXISTING IRRIGATION VALVE TO BE RELOCATED, CONTRACTOR TO ADJUST IRRIGATION AS NECESSARY. REFER TO MATERIAL PLAN FOR NEW LOCATION.
X	POT HOLE AND LOCATE EXISTING SANITARY SEWER LINE. EXISTING SANITARY SEWER LINE TO REMAIN AND BE PROTECTED.
Y	POT HOLE AND LOCATE EXISTING ELECTRICAL LINE. EXISTING ELECTRICAL LINE TO REMAIN AND BE PROTECTED.
Z	POT HOLE AND LOCATE EXISTING STORM DRAIN LINE. EXISTING STORM DRAIN LINE TO REMAIN AND BE PROTECTED.
AA	POT HOLE AND LOCATE EXISTING WATER LINE. EXISTING WATER LINE TO REMAIN AND BE PROTECTED.
AB	POT HOLE AND LOCATE EXISTING TELEPHONE LINE. EXISTING TELEPHONE LINE TO REMAIN AND BE PROTECTED.
AC	EXISTING EDGE BAND TO REMAIN AND BE PROTECTED.
AD	EXISTING SCOREBOARD TO REMAIN AND BE PROTECTED.
AE	EXISTING BENCH TO REMAIN AND BE PROTECTED.
AF	EXISTING POLE TO REMAIN AND BE PROTECTED.
AG	EXISTING PARKING LOT, PARKING LOT STRIPING AND ASPHALT PAVING TO REMAIN AND BE PROTECTED.
AH	EXISTING CONCRETE DRIVEWAY TO REMAIN AND BE PROTECTED.

DEMOLITION LEGEND

SYM	DESCRIPTION
(---)	LIMIT OF WORK / CONSTRUCTION FENCING, REFER TO SPECIFICATIONS. CONSTRUCTION FENCING CONFIGURATION WILL CHANGE AND NEEDS TO BE IN PLACE ON JULY 2ND FOR 4TH OF JULY FUNCTION. CONSTRUCTION FENCING LOCATION SHALL BE DETERMINED IN FIELD AS PER CITY'S REPRESENTATIVE DIRECTION.
(---)	SAWCUT EXISTING CONCRETE / ASPHALT PAVING, REFER TO SPECIFICATIONS.
(---)	EXISTING DECOMPOSED GRANITE TO BE REMOVED AND STOCKPILED, REFER TO SPECIFICATIONS.
(---)	EXISTING DECOMPOSED GRANITE TO REMAIN AND BE PROTECTED.
(---)	EXISTING MULCH TO BE REMOVED, STOCKPILED AND INSTALLED AT NORTH OF FOOTBALL SYNTHETIC TURF FIELD AND ON EITHER SIDE OF HOME BLEACHERS INSIDE CHAIN LINK FENCE AREA, REFER TO EGRESS ANALYSIS PLAN, SHEET CO.4 FOR MULCH INSTALLATION AREAS AND SPECIFICATIONS.
(---)	EXISTING MODULAR INFILTRATION SYSTEM TO REMAIN AND BE PROTECTED. CONTRACTOR SHALL NOT DRIVE, PARK OR STAGE ANY VEHICLES OR HEAVY EQUIPMENT ON EXISTING MODULAR INFILTRATION SYSTEM. EXACT LIMIT OF DRAINAGE SYSTEM SHALL BE DETERMINED IN FIELD.
(---)	EXISTING SURFACE VEGETATION TO BE REMOVED PER SPECIFICATIONS. EXISTING TOP SOIL SHALL BE STOCKPILED OR REMOVED FROM SITE PER. REFER TO SPECIFICATIONS FOR INFORMATION. REMOVE EXCESS SOIL FROM SITE.
(---)	EXISTING HARDSCAPE INCLUDING BASE MATERIAL TO BE DEMOLISHED AND REMOVED.
(---)	CONTRACTOR TO SHOVEL CUT EXISTING GRASS AREA AND ADJUST IRRIGATION AS NECESSARY.



- NOTE
- CONCESSION/RESTROOM BUILDING SHALL NOT BE DEMOLISHED AND REMOVED UNTIL THE NEW BUILDINGS ARE READY TO SHIP AND BE INSTALLED. SITE DOWN TIME WITHOUT OPERATIONAL CONCESSION AND RESTROOM BUILDINGS IS TO BE MINIMIZED.
 - CONTRACTOR IS TO PROVIDE TEMPORARY RESTROOMS WHEN OTHER RESTROOMS ARE OFFLINE. CONTRACTOR IS TO PROVIDE A PLAN SHOWING NUMBER AND LOCATION OF TEMPORARY RESTROOMS FOR APPROVAL BY THE OWNER.
 - CONTRACTOR IS REQUIRED TO TEST ALL SOIL AND MATERIALS AND PROVIDE TEST INFORMATION OBTAINED FOR OWNER REVIEW PRIOR TO REMOVAL FROM THE SITE.
 - CONTRACTOR SHALL SUBMIT DISPOSAL PROCEDURES AND LOCATION PRIOR TO REMOVAL FROM SITE.
 - CUT AND FILL CALCULATIONS PER EARTHCALC REPORT ATTACHED TO CONCRETE SPECIFICATIONS AS AN APPENDIX.

VERDE DESIGN
 LANDSCAPE ARCHITECTURE
 CIVIL ENGINEERING
 SPORT PLANNING & DESIGN
 2455 The Alameda
 Santa Clara, CA 95050
 tel: 408.985.7200
 fax: 408.985.7260
 www.VerdeDesignInc.com

DESIGNER STAMP
 REGISTERED LANDSCAPE ARCHITECT
 BREK WATKINS
 No. 4148
 EXPIRES DATE: DEC. 2019
 STATE OF CALIFORNIA

Record Drawings

Designator	Date
Designer	
Public Works Inspector	
Utility/Facility Dept. Head	
Project Engineer	
Public Improvements Initially Accepted by the City Council or	
Ree. No.	

Drawn By: RK/JJ Date: 04/26/19
 Checked By: DM Date: 04/26/19
 Designed By: CS Date: 04/26/19

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
 ENGINEERING DIVISION
 MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133
 DRAWING NO. L3.1
 REC. DWG NO. 2--###
 SCALE: 1" = 20'-0"
 SHEET: 12 OF 87

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

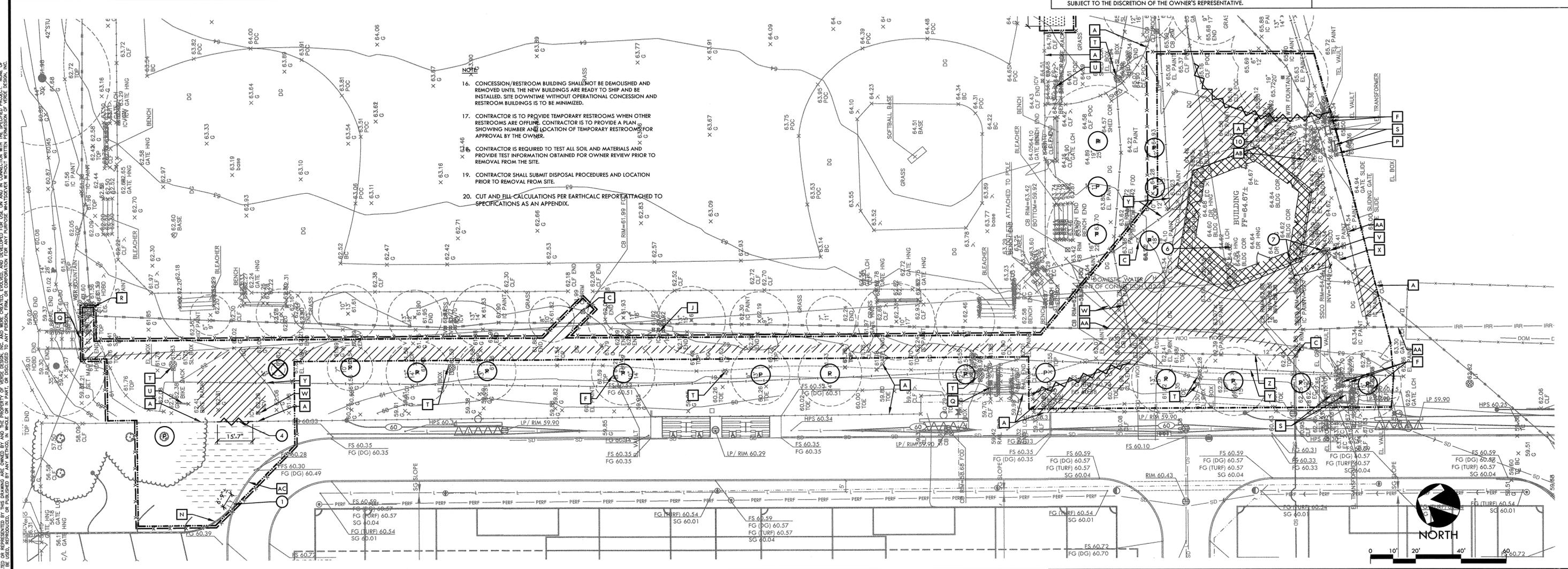
ITEMS TO BE PROTECTED OR RELOCATED	
A	EXISTING FENCE, GATES, POSTS, HARDWARE AND EDGE BAND TO REMAIN AND BE PROTECTED.
B	EXISTING SIGNS TO REMAIN AND BE PROTECTED.
C	EXISTING CATCH BASIN TO REMAIN AND BE PROTECTED.
D	EXISTING SANITARY SEWER MANHOLE TO REMAIN AND BE PROTECTED.
E	EXISTING SECURITY LIGHTS AND PULL BOXES TO REMAIN AND BE PROTECTED.
F	EXISTING ELECTRICAL VAULT TO REMAIN AND ADJUSTED TO NEW GRADE.
G	EXISTING ELECTRICAL CABINET ENCLOSURE, FENCE AND GATES TO REMAIN AND BE PROTECTED.
H	EXISTING SOLAR PANELS, ELECTRICAL CONDUITS AND POSTS TO REMAIN AND BE PROTECTED.
I	EXISTING BOLLARDS TO REMAIN AND BE PROTECTED.
J	EXISTING IRRIGATION VALVE TO REMAIN, BE PROTECTED AND ADJUSTED TO NEW GRADE.
K	EXISTING CONCRETE RAMPS TO REMAIN AND BE PROTECTED.
L	EXISTING CURB AND GUTTER TO REMAIN AND BE PROTECTED.
M	EXISTING PAVING TO REMAIN AND BE PROTECTED.
N	EXISTING WOODEN HEADER TO REMAIN AND BE PROTECTED.
O	EXISTING MULCH TO REMAIN AND BE PROTECTED. NO VEHICLES ARE ALLOWED TO BE DRIVEN IN THIS AREA.
P	EXISTING ELECTRICAL BOX TO REMAIN AND BE PROTECTED.
Q	EXISTING STAIRS TO REMAIN AND BE PROTECTED.
R	EXISTING CONCRETE CURB TO REMAIN AND BE PROTECTED.
S	EXISTING TRANSFORMER TO REMAIN AND BE PROTECTED.
T	EXISTING LIGHT TO REMAIN AND BE PROTECTED.
U	EXISTING BIKE RACK TO REMAIN AND BE PROTECTED.

V	EXISTING SANITARY SEWER CLEANOUT TO REMAIN AND ADJUSTED TO NEW GRADE ELEVATION.
W	EXISTING IRRIGATION VALVE TO RELOCATED, CONTRACTOR TO ADJUST IRRIGATION AS NECESSARY. REFER TO MATERIAL PLAN FOR NEW LOCATION.
X	POTHOLE AND LOCATE EXISTING SANITARY SEWER LINE. EXISTING SANITARY SEWER LINE TO REMAIN AND BE PROTECTED.
Y	POTHOLE AND LOCATE EXISTING ELECTRICAL LINE. EXISTING ELECTRICAL LINE TO REMAIN AND BE PROTECTED.
Z	POTHOLE AND LOCATE EXISTING STORM DRAIN LINE. EXISTING STORM DRAIN LINE TO REMAIN AND BE PROTECTED.
AA	POTHOLE AND LOCATE EXISTING WATER LINE. EXISTING WATER LINE TO REMAIN AND BE PROTECTED.
AB	POTHOLE AND LOCATE EXISTING TELEPHONE LINE. EXISTING TELEPHONE LINE TO REMAIN AND BE PROTECTED.
AC	EXISTING EDGE BAND TO REMAIN AND BE PROTECTED.
AD	EXISTING SCOREBOARD TO REMAIN AND BE PROTECTED.
AE	EXISTING BENCH TO REMAIN AND BE PROTECTED.
AF	EXISTING POLE TO REMAIN AND BE PROTECTED.
AG	EXISTING PARKING LOT, PARKING LOT STRIPING AND ASPHALT PAVING TO REMAIN AND BE PROTECTED.
AH	EXISTING CONCRETE DRIVEWAY TO REMAIN AND BE PROTECTED.

ITEMS TO BE DEMOLISHED AND/OR REMOVED	
1	EXISTING WOODEN HEADER TO BE DEMOLISHED AND REMOVED.
2	EXISTING FENCE FABRIC, POSTS, RAILS AND CONCRETE EDGE BAND TO BE DEMOLISHED AND REMOVED. CONTRACTOR SHALL INSTALL REMOVABLE FENCE PANELS PER MATERIAL PLAN.
3	CONTRACTOR SHALL DEMOLISH AND REMOVE EXISTING FENCE, INCLUDING GATES, POSTS, HARDWARE, FABRIC, FOOTINGS, AND CONCRETE EDGE BAND BEFORE 4TH OF JULY FUNCTION. SIGNS ON FENCE SHALL BE REMOVED AND SALVAGED TO THE CITY. REFER TO MATERIAL PLAN FOR INSTALLATION OF NEW FENCE AND GATE BEFORE 4TH OF JULY FUNCTION.
4	EXISTING FENCE FABRIC, POSTS, RAILS, VEGETATION AND CONCRETE EDGE BAND TO BE DEMOLISHED AND REMOVED. CONTRACTOR SHALL INSTALL NEW GATE PER MATERIAL PLAN.
5	EXISTING CONCRETE CURB AND GUTTER TO BE DEMOLISHED AND REMOVED.
6	EXISTING BUILDING INCLUDING FOUNDATION AND CONCRETE SLAB TO BE DEMOLISHED AND REMOVED. ALL UTILITIES TO BE DISCONNECTED AND SERVED AS POINT OF CONNECTION FOR NEW BUILDING.
7	EXISTING SANITARY SEWER CLEANOUT AND PORTION OF SANITARY SEWER LINE TO BE DEMOLISHED AND REMOVED.
8	REMOVE EXISTING 8" SANITARY SEWER LINE AND REPLACE WITH PROPOSED 8" SANITARY SEWER LINE. MATCH EXISTING SANITARY SEWER LINE SLOPE.
9	EXISTING CONCRETE CURB TO BE DEMOLISHED AND REMOVED.
10	EXISTING DRINKING FOUNTAIN TO BE DEMOLISHED AND REMOVED. EXISTING WATER LINE TO BE CUT, CAPPED AND ABANDONED IN PLACE.

DEMOLITION LEGEND	
SYM	DESCRIPTION
---	LIMIT OF WORK / CONSTRUCTION FENCING, REFER TO SPECIFICATIONS. CONSTRUCTION FENCING CONFIGURATION WILL CHANGE AND NEEDS TO BE IN PLACE ON JULY 2ND FOR 4TH OF JULY FUNCTION. CONSTRUCTION FENCING LOCATION SHALL BE DETERMINED IN FIELD AS PER CITY'S REPRESENTATIVE DIRECTION.
---	SAWCUT EXISTING CONCRETE / ASPHALT PAVING, REFER TO SPECIFICATIONS.
---	EXISTING DECOMPOSED GRANITE TO BE REMOVED AND STOCKPILED, REFER TO SPECIFICATIONS.
---	EXISTING DECOMPOSED GRANITE TO REMAIN AND BE PROTECTED.
---	EXISTING MULCH TO BE REMOVED, STOCKPILED AND INSTALLED AT NORTH OF FOOTBALL SYNTHETIC TURF FIELD AND ON EITHER SIDE OF HOME BLEACHERS INSIDE CHAIN LINK FENCE AREA, REFER TO EGRESS ANALYSIS PLAN, SHEET CO.4 FOR MULCH INSTALLATION AREAS AND SPECIFICATIONS.
---	EXISTING MODULAR INFILTRATION SYSTEM TO REMAIN AND BE PROTECTED. CONTRACTOR SHALL NOT DRIVE, PARK OR STAGE ANY VEHICLES OR HEAVY EQUIPMENT ON EXISTING MODULAR INFILTRATION SYSTEM. EXACT LIMIT OF DRAINAGE SYSTEM SHALL BE DETERMINED IN FIELD.
---	EXISTING SURFACE VEGETATION TO BE REMOVED PER SPECIFICATIONS. EXISTING TOP SOIL SHALL BE STOCKPILED OR REMOVED FROM SITE. REFER TO SPECIFICATIONS FOR INFORMATION. REMOVE EXCESS SOIL FROM SITE.
---	EXISTING HARDSCAPE INCLUDING BASE MATERIAL TO BE DEMOLISHED AND REMOVED.
---	CONTRACTOR TO SHOVEL CUT EXISTING GRASS AREA AND ADJUST IRRIGATION AS NECESSARY.
---	REMOVE EXISTING TREES INCLUDING STUMPS, REFER TO SPECIFICATIONS.
---	EXISTING TREES TO REMAIN AND BE PROTECTED. ANY CLEAR AND GRUB WORK WITHIN TREE PROTECTION FENCING TO BE DONE BY HAND ONLY, REFER TO SPECIFICATIONS.
---	DEMOLISH AND REMOVE EXISTING FENCE, INCLUDING GATES, POSTS, HARDWARE, FABRIC, FOOTINGS, AND CONCRETE EDGE BAND. SIGNS ON FENCE SHALL BE REMOVED AND SALVAGED TO THE CITY. SEE ITEM #2 AND #3.

DEMOLITION NOTES	
1.	THE CONTRACTOR SHALL PERFORM ALL CLEARING, DEMOLITION, REMOVAL OF OBSTRUCTIONS AND SITE PREPARATIONS NECESSARY FOR THE PROPER EXECUTION OF ALL WORK CONTAINED IN THE CONTRACT DOCUMENTS.
2.	CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES AND PROVIDE THE REQUIRED COORDINATION FOR THEIR TEMPORARY DISCONNECTION, PROTECTION, REMOVAL AND/OR STORAGE AS MAY BE REQUIRED DURING CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH THE OWNER TO DETERMINE WHETHER TEMPORARY SERVICES ARE NECESSARY. POT HOLE TO LOCATE UNDERGROUND UTILITIES PRIOR TO PERFORMING THE PROPOSED WORK. POT HOLE SHOULD BE PERFORMED WITH VACUUM EQUIPMENT OR HAND DIGGING, NOT MECHANIZED EQUIPMENT.
3.	THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO BID SUBMITTAL TO DETERMINE THE EXACT EXTENT AND DEPTH OF SITE DEMOLITION REQUIRED AND VERIFY COMPLIANCE WITH DRAWINGS. THE OWNER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES.
4.	THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AT (800) 272-2600 PRIOR TO ANY DEMOLITION OR EXCAVATION. UPON COMPLETION OF ALL MARKING OPERATIONS, CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD CONFLICTS ARISE AND REDIRECT WORK TO AVOID DELAY.
5.	ALL EXISTING ITEMS ARE TO REMAIN UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING, AT CONTRACTOR'S EXPENSE, ANY EXISTING ITEM DAMAGED OR DESTROYED BY CONSTRUCTION OPERATIONS. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR REPAIRING OR REPLACING ANY AND ALL DAMAGES TO ADJACENT PROPERTIES. THE DAMAGED ITEMS SHALL BE RESTORED TO AN "AS-WAS" OR BETTER CONDITION OR REPLACED PER THE DISCRETION OF THE OWNER'S REPRESENTATIVE.
6.	PRIOR TO ANY DEMOLITION WORK, CONTRACTOR SHALL INSTALL SELF-SUPPORTING INTERLOCKING CHAIN-LINK TEMPORARY CONSTRUCTION FENCING TO ENCLOSE AND SECURE THE PROJECT AREA LIMIT OF WORK. THE FENCING SHALL CONTAIN PEDESTRIAN AND/OR VEHICULAR ACCESS GATES AS NECESSARY AND SHALL BE MINIMUM 4 FEET HIGH WITH A TOP AND BOTTOM RAIL WITH KNUCKLED TOP AND BOTTOM SELVAGE (NO BARBED WIRE PERMITTED). FENCE SHALL INCLUDE FULL HEIGHT GREEN SHADE CLOTH COVERING. THE CONSTRUCTION FENCING WORK SHALL BE SUBJECT TO THE DISCRETION OF THE OWNER'S REPRESENTATIVE.
7.	PRIOR TO ANY DEMOLITION WORK, CONTRACTOR SHALL PROTECT ALL EXISTING PLANT MATERIAL NOT SCHEDULED FOR REMOVAL BY INSTALLING TEMPORARY 4 FOOT HIGH "BLAZE ORANGE" CONSTRUCTION SAFETY FENCING AT THE DRIP LINE OR PERIMETER. THE FENCING SHALL BE SECURED WITH DRIVEN METAL STAKES. ALL TREE PROTECTION WORK SHALL BE SUBJECT TO THE DISCRETION OF THE OWNER'S REPRESENTATIVE.
8.	DEMOLITION SHALL INCLUDE THE REMOVAL OF ITEM AND ANY FOUNDATION OR STRUCTURAL SUPPORT RELATED TO ITEM. FOR PLANT MATERIAL, THIS SHALL INCLUDE STUMPS AND ROOTS OVER 2 INCHES IN DIAMETER. DISPOSAL SHALL BE OFF-SITE IN A LEGAL MANNER ACCEPTABLE TO THE OWNER'S REPRESENTATIVE AND IN COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL CODES AND ORDINANCES.
9.	REFER TO SPECIFICATIONS FOR ADDITIONAL CLEARING, GRUBBING, TOPSOIL STOCKPILED AND OTHER PERTINENT INFORMATION.
10.	CITY TO APPROVE ALL REMOVAL.
11.	DEMOLITION PROCEDURES AND SEQUENCING SHALL BE PROVIDED TO THE CITY. NO UTILITY INTERRUPTION WITHOUT APPROVAL BY THE CITY AND A MINIMUM OF 72 HOURS' NOTICE. ANY NECESSARY INTERRUPTIONS SHALL BE SCHEDULED TO MINIMIZE DISRUPTION TO THE FACILITIES.
12.	CONTRACTOR TO PROTECT ALL EXISTING DRIVEWAYS AND PARKING LOTS. ANY DAMAGE WILL BE REPAIRED OR DRIVEWAYS REPLACED AT NO COST TO THE CITY.
13.	CONTRACTOR SHALL REMOVE AND REPLACE EXISTING STRUCTURES AS REQUIRED AND PRUNE TREES PER CITY DIRECTION AS REQUIRED TO ALLOW FOR A FREE AND CLEAR PATH FOR TRANSPORTING AND SETTING THE STORAGE CONTAINERS AND MODULAR BUILDING COMPONENTS. ADDITIONALLY, THE CONTRACTOR IS TO PROVIDE VEHICLE AND EQUIPMENT "WALKER" PERSONNEL TO PROVIDE SAFE DELIVERY OF THESE COMPONENTS AND THE CONSTRUCTION FENCING TO CREATE BOUNDARIES TO ALLOW PUBLIC ACCESS TO THE FIELDS WHILE DELIVERY AND INSTALLATION IS TAKING PLACE.
14.	THE CITY WILL BE WORKING IN THE PROJECT AREA AND REMOVING, RELOCATING AND REINSTALLING TEMPORARY FENCE SECTIONS AS NECESSARY FOR THE ANNUAL 4TH OF JULY EVENT. REMOVAL AND RELOCATING APPROXIMATELY 1 WEEK BEFORE THE 4TH OF JULY AND REPLACEMENT APPROXIMATELY 1 WEEK AFTER THE 4TH OF JULY.
15.	CONTRACTOR SHALL COORDINATE WITH THE CITY, THE ADJUSTMENT OF THEIR TEMPORARY FENCING, LAYDOWN AREA, AND ALL OTHER SITE CONSTRUCTION OBSTRUCTIONS, AS NECESSARY TO MAINTAIN CLEAR VEHICULAR AND PEDESTRIAN ACCESS FOR THE CITY'S ANNUAL 4TH OF JULY FIREWORKS CELEBRATION, AT NO ADDITIONAL COST TO THE CITY. THE CONTRACTOR SHALL WORK WITH THE CITY TO DETERMINE THE LOCATION OF ADJUSTED FENCING AND THE DURATION OF THE ACCESS NEEDS.

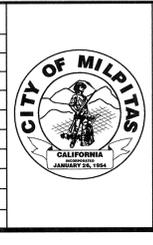


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 tel: 408.985.7200
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 www.VerdeDesignInc.com

DESIGNER STAMP
 REGISTERED LANDSCAPE ARCHITECT
 DEREK WICKER
 No. 4148
 EXPIRATION DATE: DEC. 2019
 STATE OF CALIFORNIA

Record Drawings	
Designer:	Date:
Public Works Inspector:	Date:
Utility/Facility Dept. Head:	Date:
Project Engineer:	Date:
Public Improvements Initially Accepted by the City Council or:	Res. No.:

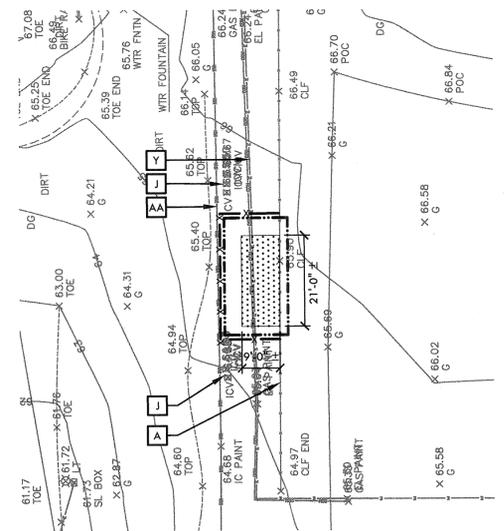
Revisions			
Num.	Description	Engr. Appr.	Date



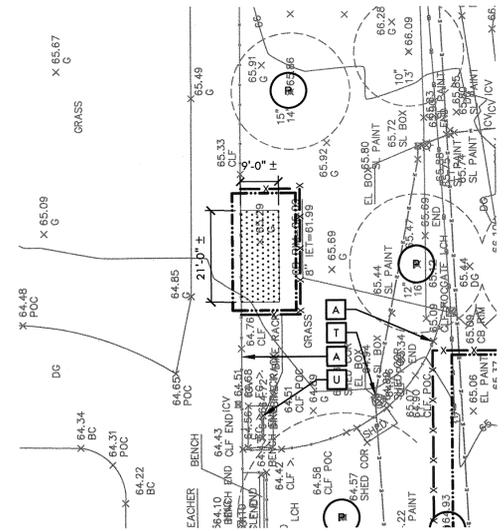
CITY OF MILPITAS
 ENGINEERING DIVISION
 MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133
 DEMOLITION PLAN
 RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO.	5111, 3424 & 6133
DRAWING NO.	L3.2
REC. DWG NO.	2-###
SCALE:	1" = 20'-0"
SHEET:	13 OF 87

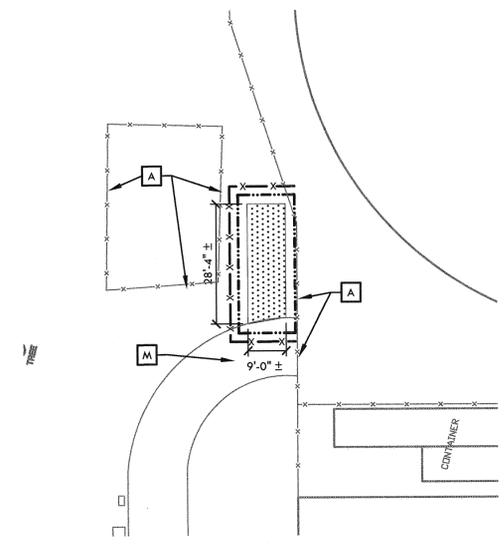
ALL DESIGN, DESIGN, ARRANGEMENTS, AND PLANS INCORPORATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF VERDE DESIGN, INC. AND WERE CREATED, DEVELOPED, AND REVISED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGN, ARRANGEMENTS, AND PLANS SHALL BE REPRODUCED, COPIED, OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT WRITTEN PERMISSION OF VERDE DESIGN, INC.



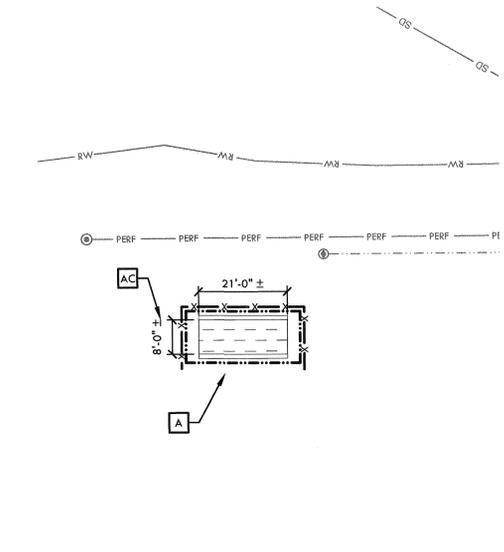
STORAGE CONTAINER 'E' AREA



STORAGE CONTAINER 'C' AREA

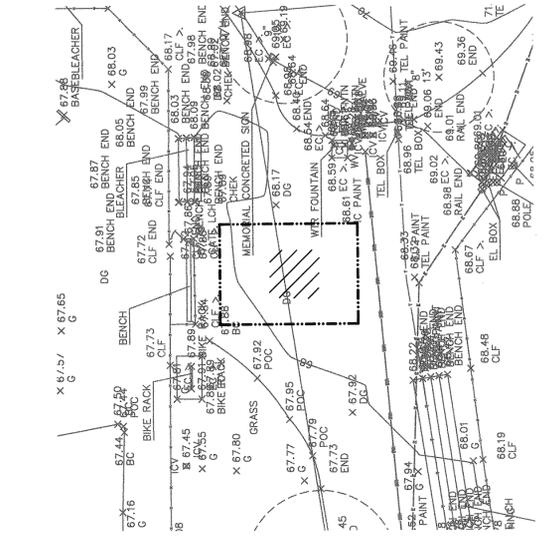


STORAGE CONTAINER 'D' AREA



STORAGE CONTAINER 'A' AREA

- NOTE**
- CONCESSION/RESTROOM BUILDING SHALL NOT BE DEMOLISHED AND REMOVED UNTIL THE NEW BUILDINGS ARE READY TO SHIP AND BE INSTALLED. SITE DOWN TIME WITHOUT OPERATIONAL CONCESSION AND RESTROOM BUILDINGS IS TO BE MINIMIZED.
 - CONTRACTOR IS TO PROVIDE TEMPORARY RESTROOMS WHEN OTHER RESTROOMS ARE OFFLINE. CONTRACTOR IS TO PROVIDE A PLAN SHOWING NUMBER AND LOCATION OF TEMPORARY RESTROOMS FOR APPROVAL BY THE OWNER.
 - CONTRACTOR IS REQUIRED TO TEST ALL SOIL AND MATERIALS AND PROVIDE TEST INFORMATION OBTAINED FOR OWNER REVIEW PRIOR TO REMOVAL FROM THE SITE.
 - CONTRACTOR SHALL SUBMIT DISPOSAL PROCEDURES AND LOCATION PRIOR TO REMOVAL FROM SITE.
 - CUT AND FILL CALCULATIONS PER EARTHCALC REPORT ATTACHED TO SPECIFICATIONS AS AN APPENDIX.



ADD ALT. #6 - FLAG POLE

SYM	DESCRIPTION
(X)	REMOVE EXISTING TREES INCLUDING STUMPS, REFER TO SPECIFICATIONS.
(P)	EXISTING TREES TO REMAIN AND BE PROTECTED. ANY CLEAR AND GRUB WORK WITHIN TREE PROTECTION FENCING TO BE DONE BY HAND ONLY. REFER TO SPECIFICATIONS.
(F)	DEMOLISH AND REMOVE EXISTING FENCE, INCLUDING GATES, POSTS, HARDWARE, FABRIC, FOOTINGS, AND CONCRETE EDGE BAND. SIGNS ON FENCE SHALL BE REMOVED AND SALVAGED TO THE CITY. SEE ITEM #2 AND #3.
ITEMS TO BE DEMOLISHED AND/OR REMOVED	
(1)	EXISTING WOODEN HEADER TO BE DEMOLISHED AND REMOVED.
(2)	EXISTING FENCE FABRIC, POSTS, RAILS AND CONCRETE EDGE BAND TO BE DEMOLISHED AND REMOVED. CONTRACTOR SHALL INSTALL REMOVABLE FENCE PANELS PER MATERIAL PLAN.
(3)	CONTRACTOR SHALL DEMOLISH AND REMOVE EXISTING FENCE, INCLUDING GATES, POSTS, HARDWARE, FABRIC, FOOTINGS, AND CONCRETE EDGE BAND BEFORE 4TH OF JULY FUNCTION. SIGNS ON FENCE SHALL BE REMOVED AND SALVAGED TO THE CITY. REFER TO MATERIAL PLAN FOR INSTALLATION OF NEW FENCE AND GATE BEFORE 4TH OF JULY FUNCTION.
(4)	EXISTING FENCE FABRIC, POSTS, RAILS, VEGETATION AND CONCRETE EDGE BAND TO BE DEMOLISHED AND REMOVED. CONTRACTOR SHALL INSTALL NEW GATE PER MATERIAL PLAN.
(5)	EXISTING CONCRETE CURB AND GUTTER TO BE DEMOLISHED AND REMOVED.
(6)	EXISTING BUILDING INCLUDING FOUNDATION AND CONCRETE SLAB TO BE DEMOLISHED AND REMOVED. ALL UTILITIES TO BE DISCONNECTED AND SERVE AS POINT OF CONNECTION FOR NEW BUILDING.
(7)	EXISTING SANITARY SEWER CLEANOUT AND PORTION OF SANITARY SEWER LINE TO BE DEMOLISHED AND REMOVED.
(8)	REMOVE EXISTING 8" SANITARY SEWER LINE AND REPLACE WITH PROPOSED 8" SANITARY SEWER LINE. MATCH EXISTING SANITARY SEWER LINE SLOPE.
(9)	EXISTING CONCRETE CURB TO BE DEMOLISHED AND REMOVED.
ITEMS TO BE PROTECTED OR RELOCATED	
(A)	EXISTING FENCE, GATES, POSTS, HARDWARE AND EDGE BAND TO REMAIN AND BE PROTECTED.
(B)	EXISTING SIGNS TO REMAIN AND BE PROTECTED.
(C)	EXISTING CATCH BASIN TO REMAIN AND BE PROTECTED.
(D)	EXISTING SANITARY SEWER MANHOLE TO REMAIN AND BE PROTECTED.
(E)	EXISTING SECURITY LIGHTS AND PULL BOXES TO REMAIN AND BE PROTECTED.
(F)	EXISTING ELECTRICAL VAULT TO REMAIN AND ADJUSTED TO NEW GRADE.
(G)	EXISTING ELECTRICAL CABINET ENCLOSURE, FENCE AND GATES TO REMAIN AND BE PROTECTED.
(H)	EXISTING SOLAR PANELS, ELECTRICAL CONDUITS AND POSTS TO REMAIN AND BE PROTECTED.
(I)	EXISTING BOLLARDS TO REMAIN AND BE PROTECTED.
(J)	EXISTING IRRIGATION VALVE TO REMAIN, BE PROTECTED AND ADJUSTED TO NEW GRADE.
(K)	EXISTING CONCRETE RAMPS TO REMAIN AND BE PROTECTED.
(L)	EXISTING CURB AND GUTTER TO REMAIN AND BE PROTECTED.
(M)	EXISTING PAVING TO REMAIN AND BE PROTECTED.
(N)	EXISTING WOODEN HEADER TO REMAIN AND BE PROTECTED.
(O)	EXISTING MULCH TO REMAIN AND BE PROTECTED. NO VEHICLES ARE ALLOWED TO BE DRIVEN IN THIS AREA.
(P)	EXISTING ELECTRICAL BOX TO REMAIN AND BE PROTECTED.
(Q)	EXISTING STAIRS TO REMAIN AND BE PROTECTED.
(R)	EXISTING CONCRETE CURB TO REMAIN AND BE PROTECTED.
(S)	EXISTING TRANSFORMER TO REMAIN AND BE PROTECTED.
(T)	EXISTING LIGHT TO REMAIN AND BE PROTECTED.
(U)	EXISTING BIKE RACK TO REMAIN AND BE PROTECTED.
(V)	EXISTING SANITARY SEWER CLEANOUT TO REMAIN AND ADJUSTED TO NEW GRADE ELEVATION.
(W)	EXISTING IRRIGATION VALVE TO BE RELOCATED, CONTRACTOR TO ADJUST IRRIGATION AS NECESSARY. REFER TO MATERIAL PLAN FOR NEW LOCATION.
(X)	POTHOLE AND LOCATE EXISTING SANITARY SEWER LINE. EXISTING SANITARY SEWER LINE TO REMAIN AND BE PROTECTED.
(Y)	POTHOLE AND LOCATE EXISTING ELECTRICAL LINE. EXISTING ELECTRICAL LINE TO REMAIN AND BE PROTECTED.
(Z)	POTHOLE AND LOCATE EXISTING STORM DRAIN LINE. EXISTING STORM DRAIN LINE TO REMAIN AND BE PROTECTED.
(AA)	POTHOLE AND LOCATE EXISTING WATER LINE. EXISTING WATER LINE TO REMAIN AND BE PROTECTED.
(AB)	POTHOLE AND LOCATE EXISTING TELEPHONE LINE. EXISTING TELEPHONE LINE TO REMAIN AND BE PROTECTED.
(AC)	EXISTING EDGE BAND TO REMAIN AND BE PROTECTED.
(AD)	EXISTING SCOREBOARD TO REMAIN AND BE PROTECTED.
(AE)	EXISTING BENCH TO REMAIN AND BE PROTECTED.
(AF)	EXISTING POLE TO REMAIN AND BE PROTECTED.
(AG)	EXISTING PARKING LOT, PARKING LOT STRIPING AND ASPHALT PAVING TO REMAIN AND BE PROTECTED.
(AH)	EXISTING CONCRETE DRIVEWAY TO REMAIN AND BE PROTECTED.

DEMOLITION NOTES

- THE CONTRACTOR SHALL PERFORM ALL CLEARING, DEMOLITION, REMOVAL OF OBSTRUCTIONS AND SITE PREPARATIONS NECESSARY FOR THE PROPER EXECUTION OF ALL WORK CONTAINED IN THE CONTRACT DOCUMENTS.
- CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES AND PROVIDE THE COORDINATION FOR THEIR TEMPORARY DISCONNECTION, PROTECTION, REMOVAL AND/OR STORAGE AS MAY BE REQUIRED DURING CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH THE OWNER TO DETERMINE WHETHER TEMPORARY SERVICES ARE NECESSARY. POT HOLE TO LOCATE UNDERGROUND UTILITIES PRIOR TO PERFORMING THE PROPOSED WORK. POT HOLE SHOULD BE PERFORMED WITH VACUUM EQUIPMENT OR HAND DIGGING, NOT MECHANIZED EQUIPMENT.
- THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO BID SUBMITTAL TO DETERMINE THE EXACT EXTENT AND DEPTH OF SITE DEMOLITION REQUIRED AND VERIFY COMPLIANCE WITH DRAWINGS. THE OWNER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES.
- THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES AND SERVICES BEFORE COMMENCING WORK. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL CONDUCT UNDERGROUND SERVICE ALERT (USA) AT (800) 227-2600 PRIOR TO ANY DEMOLITION OR EXCAVATION. UPON COMPLETION OF USA MARKING OPERATIONS, CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD CONFLICTS ARISE AND REDIRECT WORK TO AVOID DELAY.
- ALL EXISTING ITEMS ARE TO REMAIN UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING, AT CONTRACTOR'S EXPENSE, ANY EXISTING ITEM DAMAGED OR DESTROYED BY CONSTRUCTION OPERATIONS. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR REPAIRING OR REPLACING ANY AND ALL DAMAGES TO ADJACENT PROPERTIES. THE DAMAGED ITEMS SHALL BE RESTORED TO AN "AS-WAS" OR BETTER CONDITION OR REPLACED PER THE DISCRETION OF THE OWNER'S REPRESENTATIVE.
- PRIOR TO ANY DEMOLITION WORK, CONTRACTOR SHALL INSTALL SELF-SUPPORTING INTERLOCKING CHAIN-LINK TEMPORARY CONSTRUCTION FENCING TO ENCLOSE AND SECURE THE PROJECT AREA LIMIT OF WORK. THE FENCING SHALL CONTAIN PEDESTRIAN AND/OR VEHICULAR ACCESS GATES AS NECESSARY AND SHALL BE MINIMUM 6 FEET HIGH WITH A TOP AND BOTTOM RAIL WITH KNUCKLED TOP AND BOTTOM SELVAGE (NO BARBED WIRE PERMITTED). FENCES SHALL INCLUDE FULL HEIGHT GREEN SHADE CLOTH COVERING. THE CONSTRUCTION FENCING WORK SHALL BE SUBJECT TO THE DISCRETION OF THE OWNER'S REPRESENTATIVE.
- PRIOR TO ANY DEMOLITION WORK, CONTRACTOR SHALL PROTECT ALL EXISTING PLANT MATERIAL NOT SCHEDULED FOR REMOVAL BY INSTALLING TEMPORARY 4 FOOT HIGH "BLAZE ORANGE" CONSTRUCTION SAFETY FENCING AT THE DRIP LINE OR PERIMETER. THE FENCING SHALL BE SECURED WITH DRIVEN METAL STAKES. ALL TREE PROTECTION WORK SHALL BE SUBJECT TO THE DISCRETION OF THE OWNER'S REPRESENTATIVE.
- DEMOLITION SHALL INCLUDE THE REMOVAL OF ITEM AND ANY FOUNDATION OR STRUCTURAL SUPPORT RELATED TO ITEM. FOR PLANT, MATERIAL THIS SHALL INCLUDE STUMPS AND ROOTS OVER 2 INCHES IN DIAMETER. DISPOSAL SHALL BE OFF-SITE IN A LEGAL MANNER ACCEPTABLE TO THE OWNER'S REPRESENTATIVE AND IN COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL CODES AND ORDINANCES.
- REFER TO SPECIFICATIONS FOR ADDITIONAL CLEARING, GRUBBING, TOPSOIL STOCKPILING AND OTHER PERTINENT INFORMATION.
- CITY TO APPROVE ALL REMOVAL.
- DEMOLITION PROCEDURES AND SEQUENCING SHALL BE PROVIDED TO THE CITY. NO UTILITY INTERRUPTION WITHOUT APPROVAL BY THE CITY AND A MINIMUM OF 72 HOURS NOTICE. ANY NECESSARY INTERRUPTIONS SHALL BE SCHEDULED TO MINIMIZE DISRUPTION TO THE FACILITIES.
- CONTRACTOR TO PROTECT ALL EXISTING DRIVEWAYS AND PARKING LOTS. ANY DAMAGE WILL BE REPAIRED OR DRIVEWAYS REPLACED AT NO COST TO THE CITY.
- CONTRACTOR SHALL REMOVE AND REPLACE EXISTING STRUCTURES AS REQUIRED AND PRIOR TO REMOVAL AS REQUIRED TO ALLOW FOR A TREE AND CLEAR PATH FOR TRANSPORTING AND SETTING THE STORAGE CONTAINERS AND MODULAR BUILDING COMPONENTS. ADDITIONALLY, THE CONTRACTOR IS TO PROVIDE VEHICLE AND EQUIPMENT "WALKER" PERSONNEL TO PROVIDE SAFE DELIVERY OF THESE COMPONENTS AND CONSTRUCTION FENCING TO CREATE BOUNDARIES TO ALLOW PUBLIC ACCESS TO THE FIELDS WHILE DELIVERY AND INSTALLATION IS TAKING PLACE.
- THE CITY WILL BE WORKING IN THE PROJECT AREA AND REMOVING, RELOCATING AND REINSTALLING TEMPORARY FENCE SECTIONS AS NECESSARY FOR THE ANNUAL 4TH OF JULY FIREWORKS CELEBRATION, AT NO ADDITIONAL COST TO THE CITY. THE CONTRACTOR SHALL WORK WITH THE CITY TO DETERMINE THE LOCATION OF ADJUSTED FENCING AND THE DURATION OF THE ACCESS NOTES.

DEMOLITION LEGEND

SYM	DESCRIPTION
(---)	LIMIT OF WORK / CONSTRUCTION FENCING, REFER TO SPECIFICATIONS. CONSTRUCTION FENCING CONFIGURATION WILL CHANGE AND NEEDS TO BE IN PLACE ON JULY 2ND FOR 4TH OF JULY FUNCTION. CONSTRUCTION FENCING LOCATION SHALL BE DETERMINED IN FIELD AS PER CITY'S REPRESENTATIVE DIRECTION.
(---)	SAWCUT EXISTING CONCRETE / ASPHALT PAVING, REFER TO SPECIFICATIONS.
(---)	EXISTING DECOMPOSED GRANITE TO BE REMOVED AND STOCKPILED, REFER TO SPECIFICATIONS.
(---)	EXISTING DECOMPOSED GRANITE TO REMAIN AND BE PROTECTED.
(---)	EXISTING MULCH TO BE REMOVED, STOCKPILED AND INSTALLED AT NORTH OF FOOTBALL SYNTHETIC TURF FIELD AND ON EITHER SIDE OF HOME BLEACHERS INSIDE CHAIN LINK FENCE AREA. REFER TO EGCS ANALYSIS PLAN, SHEET CO.4 FOR MULCH INSTALLATION AREAS AND SPECIFICATIONS.
(---)	EXISTING MODULAR INFILTRATION SYSTEM TO REMAIN AND BE PROTECTED. CONTRACTOR SHALL NOT DRIVE, PARK OR STAGE ANY VEHICLES OR HEAVY EQUIPMENT ON EXISTING MODULAR INFILTRATION SYSTEM. EXACT LIMIT OF DRAINAGE SYSTEM SHALL BE DETERMINED IN FIELD.
(---)	EXISTING SURFACE VEGETATION TO BE REMOVED PER SPECIFICATIONS. EXISTING TOP SOIL SHALL BE STOCKPILED OR REMOVED FROM SITE PER REFER TO SPECIFICATIONS FOR INFORMATION. REMOVE EXCESS SOIL FROM SITE.
(---)	EXISTING HARDSCAPE INCLUDING BASE MATERIAL TO BE DEMOLISHED AND REMOVED.
(---)	CONTRACTOR TO SHOVEL CUT EXISTING GRASS AREA AND ADJUST IRRIGATION AS NECESSARY.

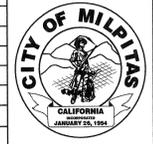


Record Drawings

Designer: _____ Date: _____
 Public Works Inspector: _____ Date: _____
 Utility/Facility Dept. Head: _____ Date: _____
 Project Engineer: _____ Date: _____
 Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: RK/JJ Date: 04/26/19
 Checked By: DM Date: 04/26/19
 Designed By: CS Date: 04/26/19

Revisions			
Num.	Description	Engr. Appr.	Date



CITY OF MILPITAS ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133

DEMOLITION PLAN

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
 DRAWING NO. L3.3
 REC. DWG NO. 2-###
 SCALE: 1" = 20'-0"
 SHEET: 14 OF 87

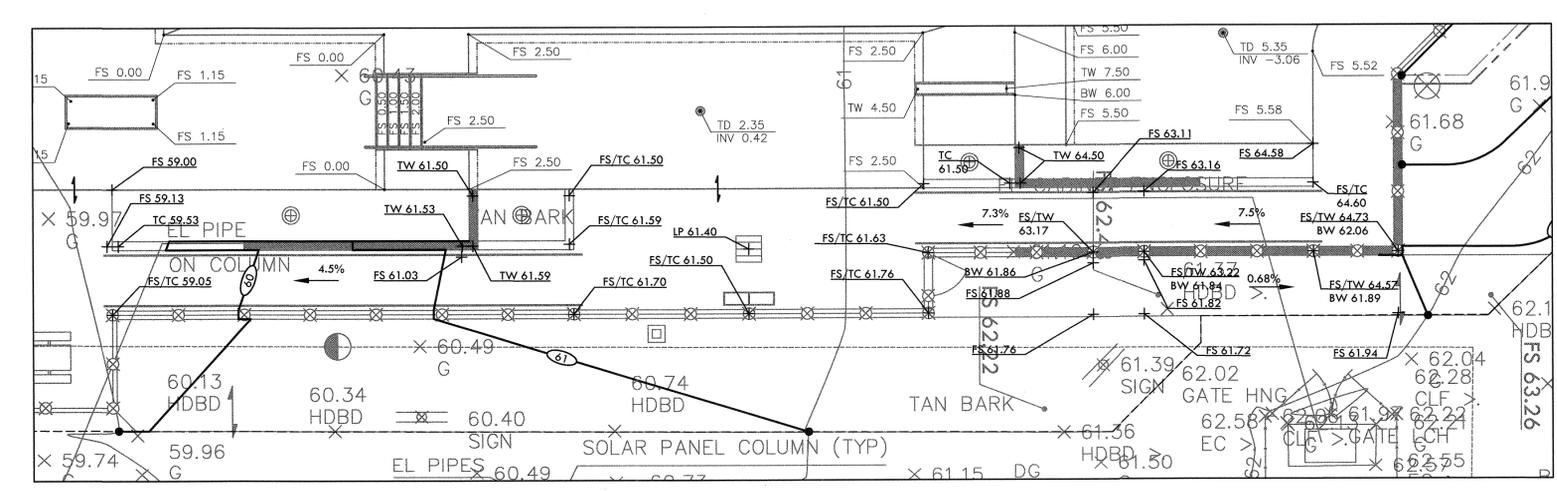
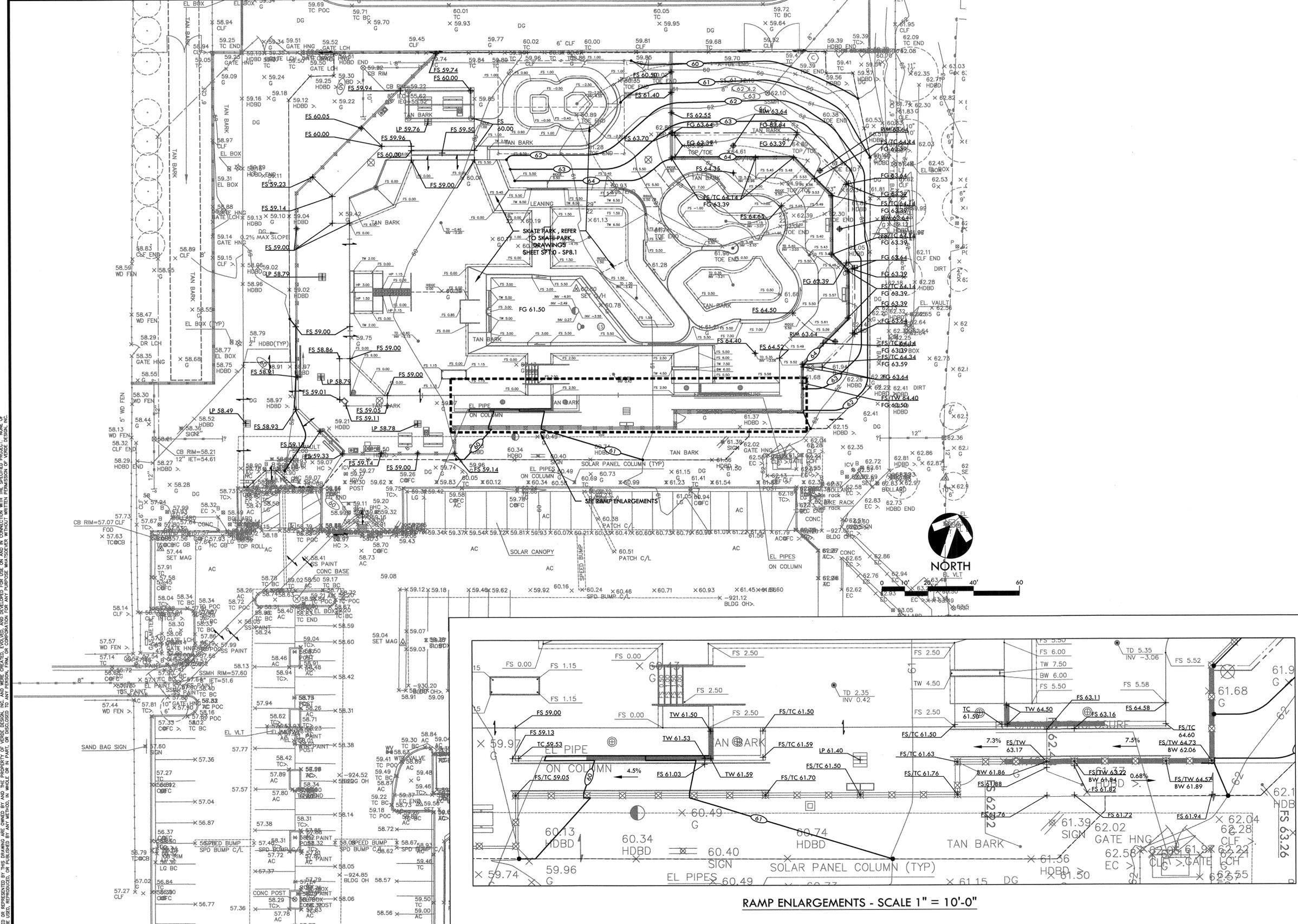
BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19

GRADING NOTES

- EXISTING GRADES ARE BASED ON INFORMATION PROVIDED BY UNDERWOOD AND ROSENBLUM, INC. CONTRACTOR SHALL VERIFY EXISTING GRADES FOR ACCURACY PRIOR TO THE START OF GRADING, NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD CONFLICTS ARISE AND REDIRECT WORK TO AVOID DELAY.
- THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES AND SERVICES BEFORE COMMENCING WORK. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL CONTACT UNDER GROUND SERVICE ALERT (UGSA) AT (800) 227-2600 PRIOR TO ANY DEMOLITION OR EXCAVATION. UPON COMPLETION OF UGA MARKING OPERATIONS, CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT.
- PROPOSED GRADES SHALL MEET EXISTING GRADES WITH A SMOOTH AND CONTINUOUS TRANSITION SO AS TO AVOID TRAPPING WATER. CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE IF PUDDLING IS SUSPECTED AND REDIRECT WORK SO AS TO AVOID DELAY WHILE AWAITING RESPONSE.
- ALL EXISTING DRAINAGE STRUCTURES, BOXES, UTILITY VAULTS ETC. SHALL BE BROUGHT TO FINAL FINISH GRADE PRIOR TO FINAL SURFACE TREATMENT.
- BUILDING FOUNDATION DESIGN IS TO BE DEVELOPED BY THE BUILDING MANUFACTURER AND SHALL CONFORM TO THE GEOTECHNICAL REPORT GUIDELINES. ALL SOIL PREPARATION FOR THE BUILDING FOUNDATION IS TO BE BY THE GENERAL CONTRACTOR.
- THE CITY WILL BE WORKING IN THE PROJECT AREA AND REMOVING, RELOCATING AND REINSTALLING TEMPORARY FENCE SECTIONS AS NECESSARY FOR THE ANNUAL 4TH OF JULY EVENT. REMOVAL AND RELOCATING APPROXIMATELY 1 WEEK BEFORE THE 4TH OF JULY AND REPLACEMENT APPROXIMATELY 1 WEEK AFTER THE 4TH OF JULY.
- CONTRACTOR SHALL COORDINATE WITH THE CITY, THE ADJUSTMENT OF THEIR TEMPORARY FENCING, LAYDOWN AREA, AND ALL OTHER SITE CONSTRUCTION OBSTRUCTIONS, AS NECESSARY TO MAINTAIN CLEAR VEHICULAR AND PEDESTRIAN ACCESS FOR THE CITY'S ANNUAL 4TH OF JULY FIREWORKS CELEBRATION, AT NO ADDITIONAL COST TO THE CITY. THE CONTRACTOR SHALL WORK WITH THE CITY TO DETERMINE THE LOCATION OF ADJUSTED FENCING AND THE DURATION OF THE ACCESS NEEDED.
- CONTRACTOR IS REQUIRED TO TEST ALL SOIL AND MATERIALS AND PROVIDE TEST INFORMATION OBTAINED FOR OWNER REVIEW PRIOR TO REMOVAL FROM THE SITE.
- CONTRACTOR SHALL SUBMIT DISPOSAL PROCEDURES AND LOCATION PRIOR TO REMOVAL FROM SITE.

GRADING LEGEND

SYM	DESCRIPTION
	PROPOSED CONTOUR
	PROPOSED FINISH GRADE ELEVATION OF SOFTSCAPE
	PROPOSED FINISH SURFACE ELEVATION OF HARDSCAPE
	FLOW LINE ELEVATION
	LOW POINT / RIM ELEVATION OF DRAIN
	TOP OF CURB
	TOP OF WALL
	EXISTING CONTOUR
	EXISTING ELEVATION
	CONFORM TO EXISTING GRADE
	SLOPE / FLOW DIRECTION
	LIMIT OF GRADING - CONFORM TO EXISTING GRADES AT THIS LINE



VERDE DESIGN
 LANDSCAPE ARCHITECTURE
 CIVIL ENGINEERING
 SPORT PLANNING & DESIGN
 2455 The Alameda
 Santa Clara, CA 95050
 tel: 408.985.7200
 fax: 408.985.7260
 www.VerdeDesignInc.com

REGISTERED LANDSCAPE ARCHITECT
 BERK WOOE
 No. 4148
 EXPIRATION DATE: DEC. 2019
 STATE OF CALIFORNIA

Record Drawings

Designer:	Date:
Public Works Inspector:	Date:
Utility/Facility Dept. Head:	Date:
Project Engineer:	Date:
Public Improvements Initially Accepted by the City Council or:	Res. No.:

Drawn By: RK/JJ Date: 04/26/19
 Checked By: DM Date: 04/26/19
 Designed By: CS Date: 04/26/19

Revisions

Num.	Description	Engr. Aprv.	Date



CITY OF MILPITAS
 ENGINEERING DIVISION
 MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133
 GRADING PLAN
 RECOMMENDED FOR BIDDING BY: WooJae Kim DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO.	5111, 3424 & 6133
DRAWING NO.	L4.1
REC. DWG NO.	2-###
SCALE:	1" = 20'-0"
SHEET:	15 OF 87

GRADING LEGEND

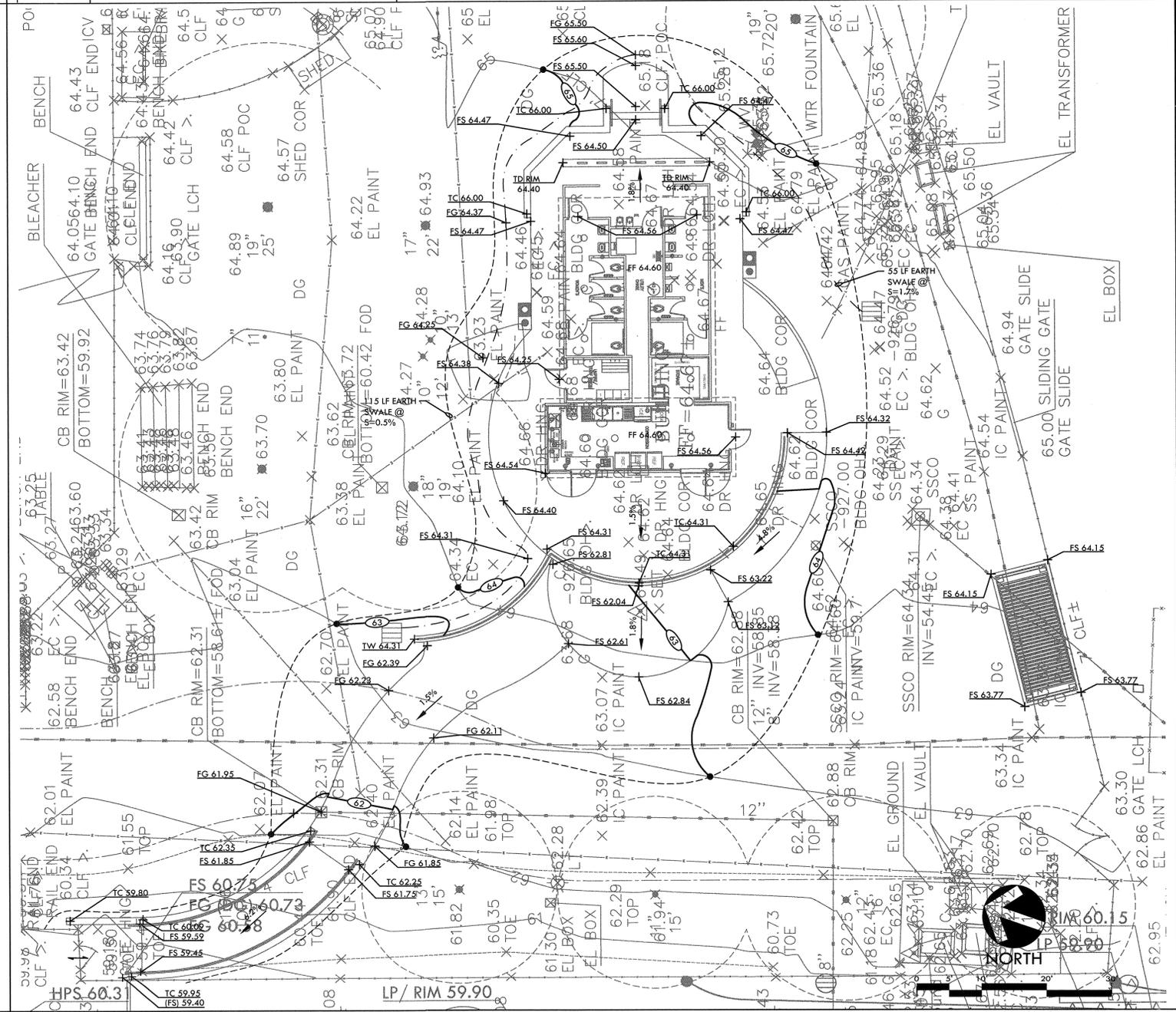
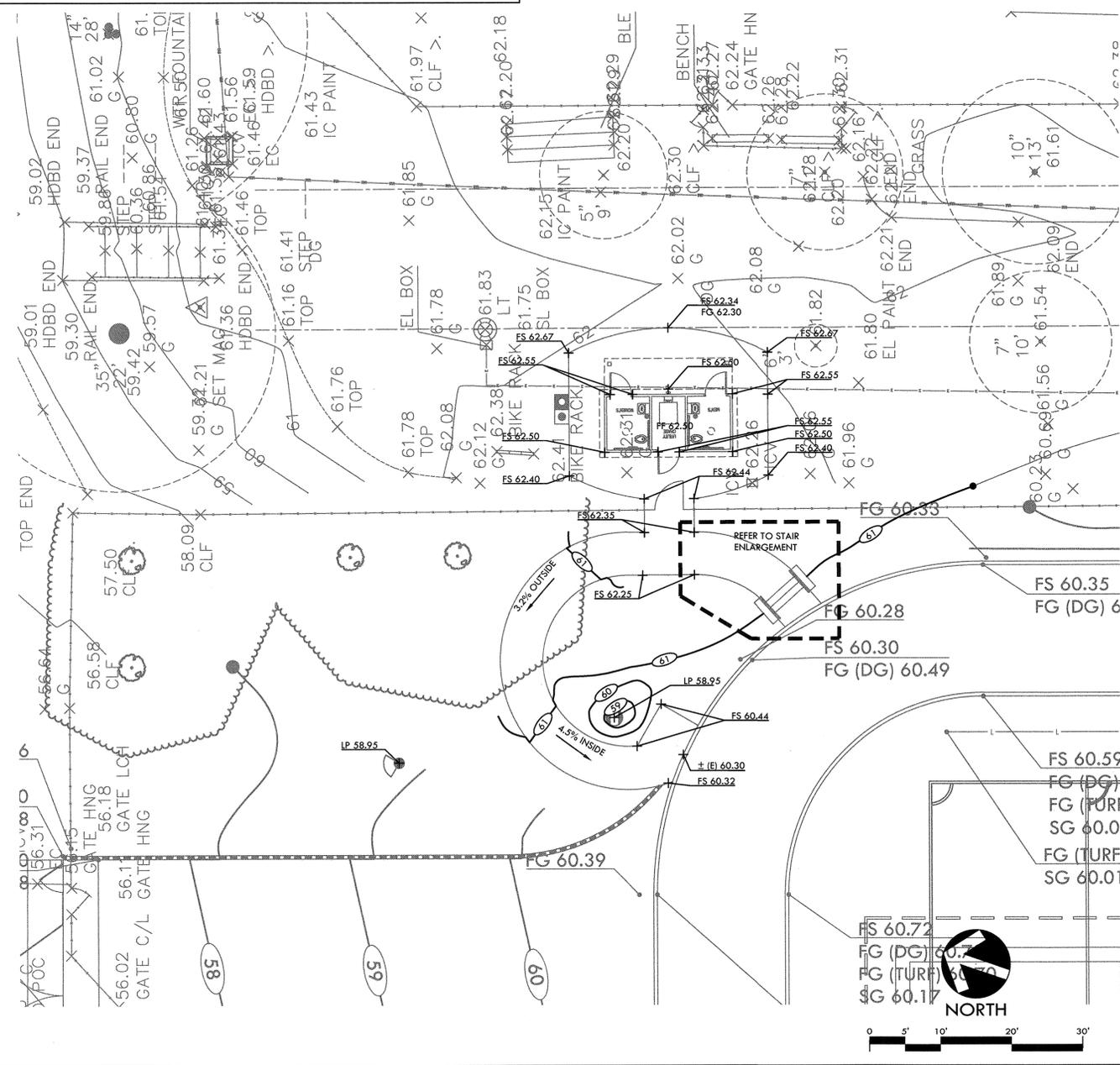
SYM	DESCRIPTION	SYM	DESCRIPTION
	EXISTING CONTOUR		PROPOSED CONTOUR
	EXISTING ELEVATION		PROPOSED FINISH GRADE ELEVATION OF SOFTSCAPE
	CONFORM TO EXISTING GRADE		PROPOSED FINISH SURFACE ELEVATION OF HARDSCAPE
	FLOW DIRECTION		FLOW LINE ELEVATION
	LIMIT OF GRADING - CONFORM TO EXISTING GRADES AT THIS LINE		LOW POINT/ RIM ELEVATION OF DRAIN
			TOP OF CURB
			TOP OF WALL

GRADING NOTES

- BUILDING FOUNDATION DESIGN IS TO BE DEVELOPED BY THE BUILDING MANUFACTURER AND SHALL CONFORM TO THE GEOTECHNICAL REPORT GUIDELINES. ALL SOIL PREPARATION FOR THE BUILDING FOUNDATION IS TO BE BY THE GENERAL CONTRACTOR.
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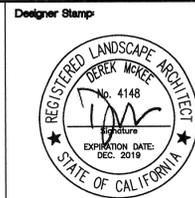
STAIR ENLARGEMENT

1/4" = 1'-0"



ADD ALT. #4 - RESTROOM BUILDING ENLARGEMENT

RESTROOM/CONCESSION BUILDING ENLARGEMENT

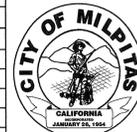


Record Drawings

Designer: _____ Date: _____
 Public Works Inspector: _____ Date: _____
 Utility/Facility Dept. Head: _____ Date: _____
 Project Engineer: _____ Date: _____
 Public Improvements Initially Accepted by the City Council on: _____ Reel No. _____

Drawn By: RK/JJ Date: 04/26/19
 Checked By: DM Date: 04/26/19
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Revisions			
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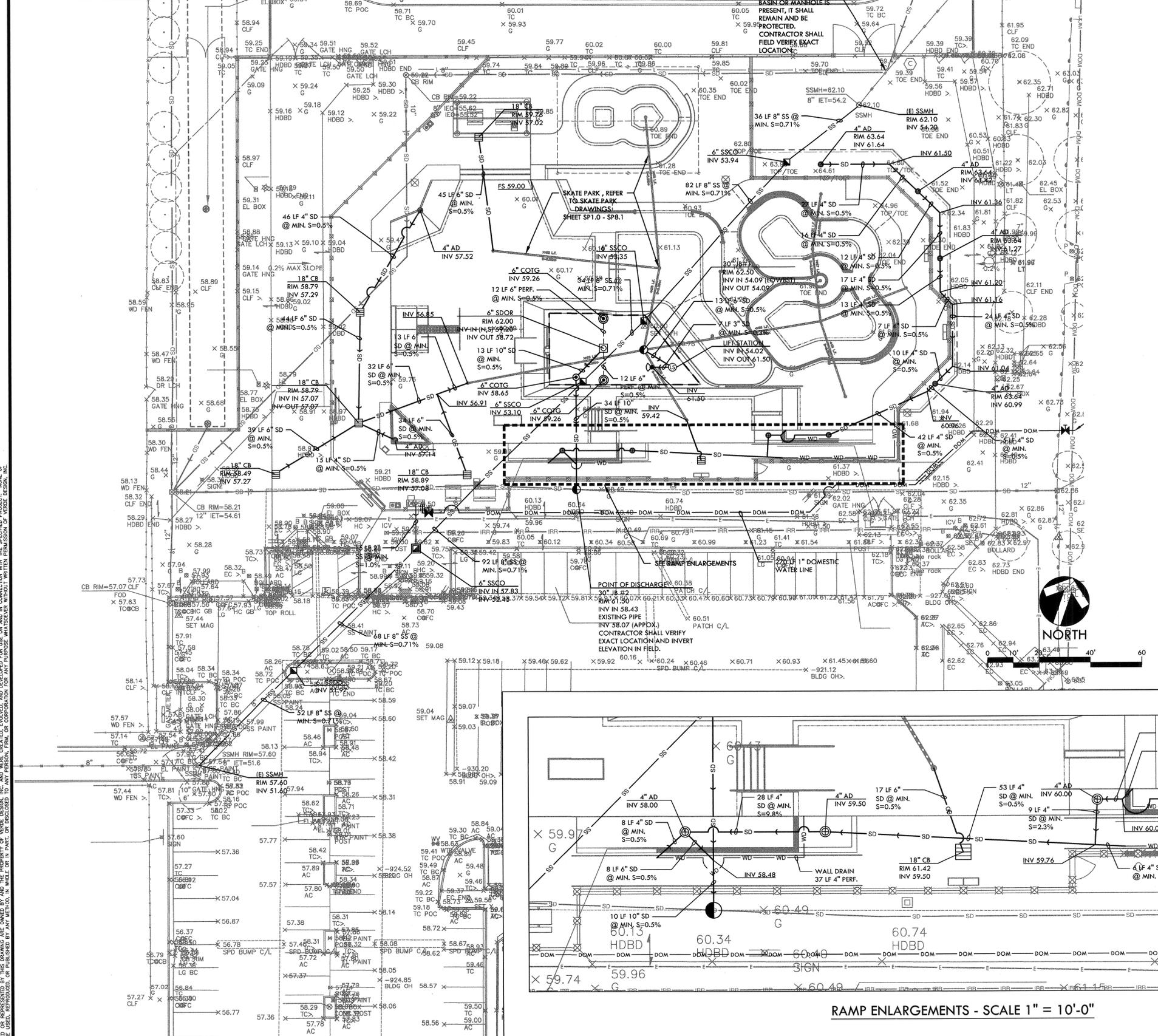
CITY OF MILPITAS
 ENGINEERING DIVISION
 MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
 DRAWING NO. L4.2
 REC. DWG. NO. 2-####
 SCALE: 1" = 10'-0"
 SHEET: 16 OF 87

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BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19



SYM	DESCRIPTION	DETAIL NUMBER SHEET NUMBER
—	1" DOMESTIC WATER LINE	(E) D4.1
—	GATE VALVE - NIBCO: T-113-LF BRONZE GATE VALVE FOR VALVE 2" AND SMALLER IN SIZE	(B) D4.1
—	SLEEVE - CLASS 200 PVC, SIZE AS NOTED, WITH 30" COVER, REFER TO SPECIFICATIONS	(F) D4.1
—	SLOPE / FLOW DIRECTION	
—	OUTLINE OF C3 BIORETENTION AREA	(E) D1.1
—	COTG	CLEANOUT TO GRADE
—	INV	INVERT
—	JB	JUNCTION BOX
—	LF	LINEAL FEET
—	MIN.	MINIMUM
—	SD	STORM DRAIN
—	S=0.5%	SLOPE
(E)	EXISTING	

- ### DRAINAGE & UTILITY NOTES
- THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND SERVICES BEFORE COMMENCING WORK. THE LOCATIONS OF UTILITIES, STRUCTURES, AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATE UNLESS OTHERWISE NOTED. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AT (800) 227-2600 PRIOR TO ANY DEMOLITION OR EXCAVATION. UPON COMPLETION OF USA MARKING OPERATIONS, CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT.
 - ALL EXISTING DRAINAGE STRUCTURES, BOXES, UTILITY VAULTS ETC. TO REMAIN, SHALL BE BROUGHT TO FINAL FINISH GRADE PRIOR TO FINAL SURFACE TREATMENT.
 - THE CONTRACTOR IS TO PROTECT DRAINAGE SYSTEM FROM DEBRIS, INCLUDING SOIL, ROCK MATERIAL, AND TRASH FROM ENTERING THE PIPE DURING CONSTRUCTION. CONTRACTOR SHALL AVOID PLACING CONSTRUCTION VEHICLES OVER INSTALLED DRAINAGE TRENCHES TO PREVENT CRUSHING OF PIPE.
 - COORDINATE ALL SLEEVING AND UTILITY LOCATIONS AS SHOWN ON THE PLANS AND DETAILS CONTAINED WITHIN THESE CONTRACT DOCUMENTS.
 - THE CONTRACTOR IS TO ENSURE THAT ALL REMAINING ACTIVE AND NEW DRAINAGE AND UTILITY LINES ARE PROTECTED AND UNDAUNAGED FROM TRENCHING AND FOOTING EXCAVATIONS FOR NEW FOOTINGS, PARTICULARLY FOR NEW FENCING AND WALLS.
 - ALL ABANDONED STORM LINES SHALL REMAIN IN PLACE UNLESS IN CONFLICT WITH PROPOSED DRAINAGE, UTILITY, OR SUBGRADING OPERATIONS, IN WHICH CASE ABANDONED PIPE IN CONFLICT SHALL BE REMOVED. REMAINING ABANDONED STORM PIPE SHALL BE SEALED WITH APPROPRIATELY SIZED CONCRETE CAP (3 SACK MIX) 6" ENVELOPE OUTSIDE AND INSIDE DIAMETER OF PIPE.
 - PRIOR TO ALL DRAINAGE AND UTILITY WORK, CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL POTENTIAL DRAINAGE CONNECTIONS AND EXISTING UTILITY BY POT-HOLING. IN ADDITION, ALL DOWNSTREAM CONNECTIONS TO EXISTING STRUCTURES SHALL BE THE START OF THESE OPERATIONS, AND GRADES SHALL BE VERIFIED.
 - WHEN WORK HAS TO OCCUR UNDER THE DRUPLINE OF EXISTING TREES NOT SCHEDULED FOR REMOVAL, THE CONTRACTOR SHALL USE ALL POSSIBLE CARE TO AVOID INJURY TO THE TREES AND TREE ROOTS. GRADE IN LINES RADIAL TO THE EXISTING TREES RATHER THAN TANGENTIAL. ALL PARTIAL CUTS OR TEARS THROUGH ROOTS TWO INCHES IN DIAMETER AND LARGER SHALL BE CUT. TRENCHES ADJACENT TO TREES SHALL BE FILLED WITHIN 24 HOURS AFTER EXCAVATION, BUT WHERE THIS IS NOT POSSIBLE, THE SIDE OF THE TRENCH ADJACENT TO THE TREE, AND ANY EXPOSED ROOTS SHALL BE KEPT SHADED AND MOIST WITH DAMPENED BURLAP OR CANVAS. REFER TO CITY SPECIFICATIONS SECTION ON TREE TRIMMING AND PROTECTION.
 - CONTRACTOR SHALL COORDINATE WITH THE MODULAR BUILDING MANUFACTURER FOR THE BUILDINGS' UTILITY CONNECTIONS FOR PROPER LAYOUT OF SITE UTILITIES.
 - THE CITY WILL BE WORKING IN THE PROJECT AREA AND REMOVING, RELOCATING AND REINSTALLING TEMPORARY FENCE SECTIONS AS NECESSARY FOR THE ANNUAL 4TH OF JULY EVENT. REMOVAL AND RELOCATING APPROXIMATELY 1 WEEK BEFORE THE 4TH OF JULY AND REPLACEMENT APPROXIMATELY 1 WEEK AFTER THE 4TH OF JULY.
 - CONTRACTOR SHALL COORDINATE WITH THE CITY, THE ADJUSTMENT OF THEIR TEMPORARY FENCING, LAYDOWN AREA, AND ALL OTHER SITE CONSTRUCTION OBSTRUCTIONS, AS NECESSARY TO MAINTAIN CLEAR VEHICULAR AND PEDESTRIAN ACCESS FOR THE CITY ANNUAL 4TH OF JULY FIREWORKS CELEBRATION, AT NO ADDITIONAL COST TO THE CITY. THE CONTRACTOR SHALL WORK WITH THE CITY TO DETERMINE THE LOCATION OF ADJUSTED FENCING AND THE DURATION OF THE ACCESS NEEDS.

DRAINAGE & UTILITY LEGEND

SYM	DESCRIPTION	DETAIL NUMBER SHEET NUMBER
○	CLEANOUT IN PAVING	(D) D1.1
⊙	CLEANOUT IN PLANTING	(D) D1.1
⊗	CLEANOUT IN C3 BIORETENTION AREA	(E) D1.1
⊠	SANITARY SEWER CLEANOUT - TWO WAY	(F) D1.2
⊡	SANITARY SEWER CLEANOUT - ONE WAY	(G) D1.2
⊙	DOWN SPOUT CLEANOUT, SIZE PER PLAN	(D) D1.2
⊠	OVERFLOW RISER WITH GRATE/STANDPIPE AT BIOINFILTRATION AREA	(E) D1.1
⊠	CATCH BASIN, SIZE PER PLAN	(B) D1.1
⊙	JUNCTION BOX, SIZE PER PLAN	(C) D1.1
⊙	CATCH BASIN WITH BEEHIVE, SIZE PER PLAN	(D) D1.2
⊙	ATRIUM DRAIN IN PLANTER AREA, SIZE PER PLAN	(D) D1.2
⊙	MANHOLE	(A) D1.3
⊙	LIFT STATION - LIBERTY PUMPS EP570S14 REV B. CAPABLE AT: 150 GPM SUPPLY @ 60 LAURELWOOD ROAD, SANTA CLARA, CA 95054. PHONE NO.: 408.550.8700	(B,C,F) D1.2
⊙	ENERGY DISSIPATER FROM DRAINAGE LINE	(F) D1.1
—	SOLID WALL STORM DRAIN (SD), REFER TO SPECIFICATIONS	(A) D1.1
—	RETAINING WALL PERFORATED SUBDRAIN LINE (PERF), REFER TO STRUCTURE PLANS AND SPECIFICATIONS	
—	BIORETENTION AREA PERFORATED SUBDRAIN LINE (PERF), REFER TO STRUCTURE PLANS AND SPECIFICATIONS	(E) D1.1
—	SANITARY SEWER LINE (SS), HDPE, REFER TO SPECIFICATIONS	(A) D1.1

VERDE DESIGN
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 CIVIL ENGINEERING
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 www.VerdeDesigninc.com

REGISTERED LANDSCAPE ARCHITECT
 DEREK WICKRE
 No. 4148
 EXPIRES: DEC. 2019
 STATE OF CALIFORNIA

Record Drawings

Designer	Date
Public Works Inspector	Date
Utility/Facility Dept. Head	Date
Project Engineer	Date
Public Improvements Initially Accepted by the City Council or	Res. No.

Drawn By: **RK/JJ** Date: 04/26/19
 Checked By: **DM** Date: 04/26/19
 Designed By: **CS** Date: 04/26/19

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
 ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133

DRAINAGE AND UTILITY PLAN

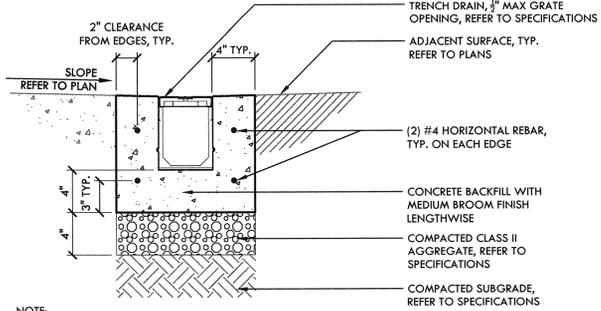
RECOMMENDED FOR BIDDING BY: *[Signature]* DATE: 5/2/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
 DRAWING NO. L5.1
 REC. DWG NO. 2-####
 SCALE: 1" = 20'-0"
 SHEET: 18 OF 87

BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19

DRAINAGE & UTILITY LEGEND

SYM	DESCRIPTION	SYM	DESCRIPTION	DETAIL NUMBER SHEET NUMBER	SYM	DESCRIPTION	DETAIL NUMBER SHEET NUMBER
MIN.	MINIMUM	SD	SOLID WALL STORM DRAIN (SD), REFER TO SPECIFICATIONS	(A) D1.1	●	CLEANOUT IN PAVING	(D) D1.1
SD	STORM DRAIN	WD	RETAINING WALL PERFORATED SUBDRAIN LINE (PERF), REFER TO STRUCTURE PLANS AND SPECIFICATIONS	(E) D1.1	⊙	CLEANOUT IN PLANTING	(D) D1.1
S=0.5%	SLOPE	SS	BIORETENTION AREA PERFORATED SUBDRAIN LINE (PERF), REFER TO STRUCTURE PLANS AND SPECIFICATIONS	(E) D1.1	⊙	CLEANOUT IN C3 BIORETENTION AREA	(E) D1.1
(E)	EXISTING	SS	SANITARY SEWER LINE (SS), HDPE, REFER TO SPECIFICATIONS	(A) D1.1	⊙	SANITARY SEWER CLEANOUT - TWO WAY	(F) D1.2
		DOM	1" DOMESTIC WATER LINE	(F) D4.1	⊙	SANITARY SEWER CLEANOUT - ONE WAY	(G) D1.2
			TRENCH DRAIN - REFER TO DETAIL A, THIS SHEET		⊙	DOWN SPOUT CLEANOUT, SIZE PER PLAN	(D) D1.2
			GATE VALVE - NIBCO, T-113-LF BRONZE GATE VALVE FOR VALVE 2" AND SMALLER IN SIZE	(B) D4.1	⊙	OVERFLOW RISER WITH GRATE/STANDPIPE AT BIOFILTRATION AREA	(E) D1.1
			SLEEVE - CLASS 200 PVC, SIZE AS NOTED, WITH 30" COVER, REFER TO SPECIFICATIONS	(F) D4.1	⊙	CATCH BASIN, SIZE PER PLAN	(B) D1.1
			SLOPE / FLOW DIRECTION		⊙	JUNCTION BOX, SIZE PER PLAN	(C) D1.1
			OUTLINE OF C3 BIORETENTION AREA	(E) D1.1	⊙	CATCH BASIN WITH BEEHIVE, SIZE PER PLAN	(I) D1.2
			COTG		⊙	ATRIUM DRAIN IN PLANTER AREA, SIZE PER PLAN	(A) D1.2
			INV		⊙	MANHOLE	(A) D1.1
			JB		⊙	LIFT STATION - LIBERTY PUMPS EP570514 REV8 AVAILABLE AT: PACE SUPPLY 605 LAURELWOOD ROAD, SANTA CLARA, CA 95054 PHONE NO.: 408.550.8700	(B,C,E) D1.2
			LF		⊙	ENERGY DISSIPATER FROM DRAINAGE LINE	(F) D1.1



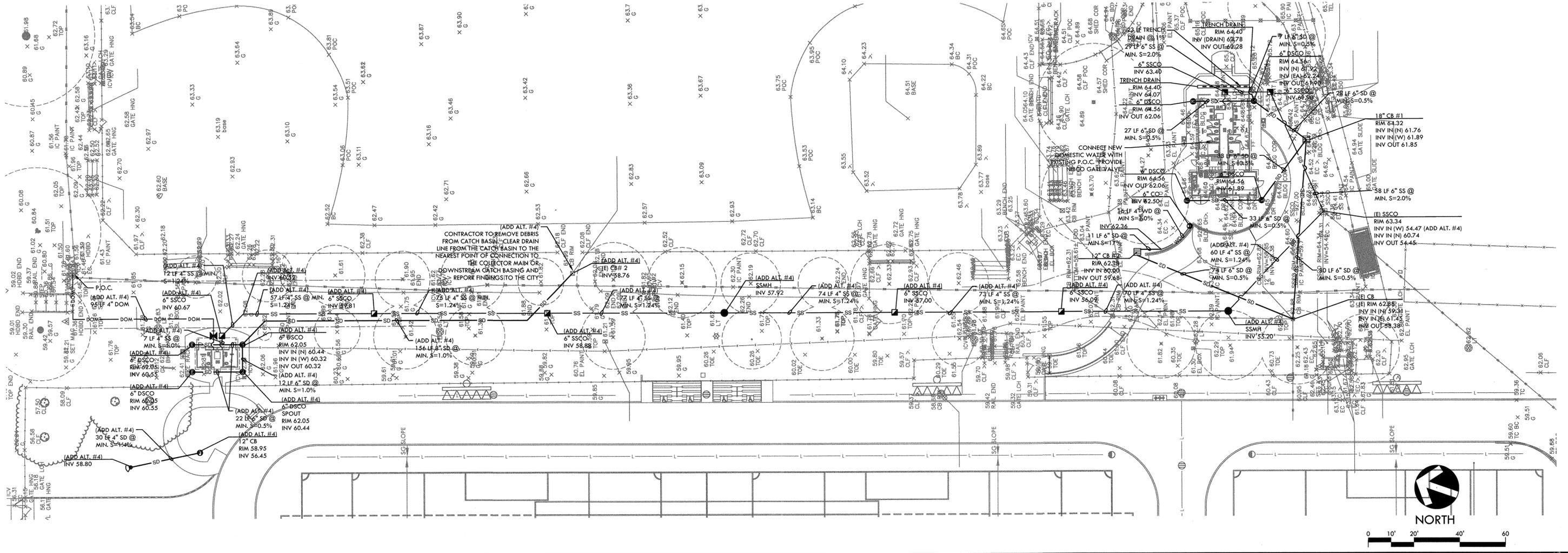
- NOTE:**
- PROVIDE SAW CUT JOINT 8" ON CENTER AND ALIGN WITH FENCE POSTS.
 - JOINTS TO BE ON BOTH SIDE OF GRATE.

A TRENCH DRAIN

NTS

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BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19

<p>LANDSCAPE ARCHITECTURE CIVIL ENGINEERING SPORT PLANNING & DESIGN</p> <p>2455 The Alameda Santa Clara, CA 95050 tel: 408.985.7200 fax: 408.985.7260 www.VerdeDesignInc.com</p>	<p>REGISTERED LANDSCAPE ARCHITECT TEREK WERKE No. 4148 EXPIRATION DATE: DEC. 2019 STATE OF CALIFORNIA</p>	<p>Record Drawings</p> <p>Designer: _____ Date: _____</p> <p>Public Works Inspector: _____ Date: _____</p> <p>Utility/Facility Dept. Head: _____ Date: _____</p> <p>Project Engineer: _____ Date: _____</p> <p>Public Improvements Initially Accepted by the City Council or: _____ Res. No. _____</p>	<p>Revisions</p> <table border="1"> <thead> <tr> <th>Num.</th> <th>Description</th> <th>Engr. Appr.</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Num.	Description	Engr. Appr.	Date					<p>CITY OF MILPITAS ENGINEERING DIVISION</p> <p>MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS PROJECT NO. 5111, 3424 AND 6133</p> <p>DRAINAGE AND UTILITY PLAN</p> <p>RECOMMENDED FOR BIDDING BY: DATE: 5/1/19 WooJae Kim, P.E., CIP Manager</p>	<p>PROJECT NO. 5111, 3424 & 6133</p> <p>DRAWING NO. L5.2</p> <p>REC. DWG NO. 2-####</p> <p>SCALE: 1" = 20'-0"</p> <p>SHEET: 19 OF 87</p>
		Num.	Description	Engr. Appr.	Date								
<p>DESIGNER STAMP</p> <p>DESIGNED BY: DATE: 04/26/19</p> <p>CHECKED BY: DATE: 04/26/19</p>		<p>PROJECT NAME: \\prodns01\projects\2019\1923700 - Milpitas Skate Park\CAD\DRN.dwg PLOT DATE: 04-25-19 PLOTTED BY: station84</p>											

DRAINAGE MANAGEMENT AREA SUMMARY

DRAINAGE MANAGEMENT AREA	AREA (SQFT)	ACRES	TYPE OF SURFACE	DMA TYPE	DMA CONNECTS / DRAINS TO	PEAK FLOW RATE (CFS)
1	435	0.009986	CONCRETE SURFACING	DRAINS TO BMP	BMP-1	0.00613
2	1,363	0.031290	CONCRETE SURFACING	DRAINS TO BMP	BMP-1	0.01921
3	38	0.000872	CONCRETE SURFACING	DRAINS TO BMP	BMP-1	0.00054
4	2,165	0.049702	CONCRETE SURFACING	DRAINS TO DMA-26	-	0.03051
5	1,563	0.035882	CONCRETE SURFACING	DRAINS TO BMP	BMP-1	0.02202
6	1,031	0.023669	CONCRETE SURFACING	DRAINS TO BMP	BMP-1	0.01453
7	3,296	0.075666	CONCRETE SURFACING	DRAINS TO BMP	BMP-1	0.04644
8	1,429	0.032805	CONCRETE SURFACING	DRAINS TO BMP	BMP-1	0.02014
9	3,285	0.075413	CONCRETE SURFACING	DRAINS TO BMP	BMP-1	0.04629
10	4,609	0.105808	CONCRETE SURFACING	DRAINS TO BMP	BMP-1	0.06495
11	1,823	0.041850	CONCRETE SURFACING	DRAINS TO BMP	BMP-1	0.02569
12	1,132	0.025987	CONCRETE SURFACING	DRAINS TO BMP	BMP-1	0.01595
13	1,695	0.038912	CONCRETE SURFACING	DRAINS TO BMP	BMP-1	0.02388
14	1,377	0.031612	CONCRETE SURFACING	DRAINS TO BMP	BMP-1	0.01940
15	1,581	0.036295	CONCRETE SURFACING	DRAINS TO BMP	BMP-1	0.02228
16	222	0.005096	CONCRETE SURFACING	DRAINS TO DMA-19	-	0.003128
17	263	0.006038	CONCRETE SURFACING	DRAINS TO DMA-26	-	0.00371
18	180	0.004132	LANDSCAPE / MULCH / SOD	SELF-TREATING	-	-
19	1,662	0.038154	LANDSCAPE / MULCH / SOD	SELF-TREATING	-	-
20	315	0.007231	LANDSCAPE / MULCH / SOD	SELF-TREATING	-	-
21	3,133	0.071924	LANDSCAPE / MULCH / SOD	SELF-TREATING	-	-
22	1,984	0.045546	LANDSCAPE / MULCH / SOD	SELF-TREATING	-	-
23	356	0.008173	LANDSCAPE / MULCH / SOD	SELF-TREATING	-	-
24	48	0.001102	LANDSCAPE / MULCH / SOD	SELF-TREATING	-	-
25	158	0.003627	LANDSCAPE / MULCH / SOD	SELF-TREATING	-	-
26	5,695	0.130739	LANDSCAPE / MULCH / SOD / BIOFILTRATION	SELF TREATING	-	-
27	1,315	0.030188	LANDSCAPE / MULCH / SOD / BIOFILTRATION	SELF TREATING	-	-
28	995	0.022842	CONCRETE SURFACING	DRAINS TO BMP	BMP-1	0.01402
29	1,199	0.027525	CONCRETE SURFACING	DRAINS TO BMP	BMP-1	0.01690
IMPERVIOUS	29,501	0.626882			TOTAL	0.415696
PERVIOUS	14,846	0.346855				

NOTE: DMA'S THAT ARE IDENTIFIED AS SELF RETAINING AREAS WILL NOT HAVE ANY RUNOFF IN THE DESIGN STORM EVENT. THE RIM ELEVATION OF ANY DRAINS IN THESE AREAS SHALL BE 3 INCHES ABOVE FINISH GRADE IN THE SWALE AREA TO ALLOW FOR PONDING PER THE C.3 STORMWATER HANDBOOK. THIS PONDING ALLOWS FOR THE SELF RETAINING AREAS AS WELL AS THE CAPTURED RUNOFF FROM THE AREAS DRAINING INTO THEM TO NOT HAVE ANY RUN OFF IN A STORM EVENT OF LESS THAN 1" / HOUR IN INTENSITY.

PRE-IMPROVEMENT VS. POST-IMPROVEMENT
(IN SQUARE FEET)

	PRE-IMPROVEMENT	NEW-IMPROVEMENT
IMPERVIOUS	0	29,255
PERVIOUS	44,101	14,846
TOTAL	44,101	44,101

SUMP PUMP SIZING CHART

AREA (SQFT)	ACRES (A)	RUN OFF COEFFICIENT FOR CONCRETE - (C)	INTENSITY (10 YEARS, 1 HOUR EVENT) - (I)	CFS Q=CIA	CFS CONVERT TO GPM (X 448.832)
29,501	0.677250	0.9	0.6820	0.41570	186.5776

NOTE: THE STORM INTENSITY USED IN THIS CALCULATION IS BASED OFF A 1-HOUR DURATION, 10 YEAR RECURRENCE EVENT AS IDENTIFIED BY NOAA TLAS 1.4 POINT PRECIPITATION FREQUENCY ESTIMATOR FOR THE PROJECT SITE ADDRESS.

DMA DRAINAGE PATTERN SUMMARY

DMA DRAINING TO SELF-RETAINING AREA (SF)	DMA SF	SELF-RETAINING AREA (SF)	DMA SF	RATIO	CFS CONVERT TO GPM (X 448.832)
DMA-16	222	DMA-19	1,662	0.13357	0.1 : 1
DMA-17	263	DMA-26	5,695	0.04618	0.04 : 1
DMA-4	2165	DMA-26	5,695	0.38016	0.3 : 1

NOTE: THE AREAS DRAINING TO THE SELF-RETAINING AREAS ARE COMPRISED OF HARDSCAPE. THE MAXIMUM ALLOWED RATIO OF THE DRAINING AREA TO THE PERVIOUS RECEIVING AREA IS 2:1.

SHEET NOTES

- THE CITY OF MILPITAS MUST INSPECT AND APPROVE ALL STORMWATER TREATMENT MEASURES PRIOR TO FINAL ACCEPTANCE OF THE PROJECT.
- THE FOLLOWING SOURCE CONTROL MEASURES ARE USED TO COMPLY WITH C.3 REGULATIONS:
 - A.) BENEFICIAL LANDSCAPING: MINIMIZE IRRIGATION, NO IRRIGATION USED
 - B.) MAINTENANCE ACTIVITIES: PAVEMENT SWEEPING, CATCH BASIN CLEANING, AND GOOD HOUSEKEEPING. SEE THE OPERATIONS AND MAINTENANCE DOCUMENT FOR FURTHER INFORMATION.
- THE FOLLOWING DESIGN MEASURES ARE USED TO COMPLY WITH C.3 REGULATIONS:
 - A.) MINIMIZED LAND DISTURBED: THE DESIGN HAS MINIMIZED THE AMOUNT OF LAND DISTURBED BY LIMITING THE GRADING LIMITS OF THE SITE AS WELL AS THE FOOTPRINT OF THE FIELDS AND WALKWAYS.
 - B.) OTHER SELF TREATING MEASUREMENTS: SEE LEGEND ABOVE FOR SELF TREATING AREAS.
- ALL CALCULATIONS ARE BASED ON THE SANTA CLARA VALLEY URBAN RUNOFF POLLUTION PREVENTION PLAN C.3 TECHNICAL GUIDANCE HANDBOOK.
- THE SOILS AT THE PROJECT SITE ARE MOSTLY SILTY TO SANDY CLAY MATERIAL AND HAVE AN AVERAGE INFILTRATION RATE OF 0.25 INCHES/HR. FREE GROUNDWATER WAS NOT ENCOUNTERED IN THE BORINGS OF 25 FT. IN DEPTH PER THE GEOTECHNICAL REPORT. THE MILPITAS QUADRANGLE PLATE 1.2 SEISMIC HAZARD ZONE REPORT INDICATE AN APPROXIMATE DEPTH TO HISTORICALLY HIGH GROUND WATER OF 1.5 FT.

SHEET LEGEND

SYM	DESCRIPTION	DETAIL NUMBER SHEET NUMBER
- - - - -	LIMIT OF WORK, REFER TO SPECIFICATIONS.	
⊙	CLEANOUT IN PLANTING	(D) D1.1
⊠	OVERFLOW DRAIN BOX WITH GRATE/STANDPIPE AT BIOFILTRATION AREA	(E) D1.1
⊙	JUNCTION BOX, SIZE PER PLAN	(C) D1.1
⊙	LIFT STATION - LIBERTY PUMPS EPS70514 REV8 AVAILABLE AT: PACE SUPPLY 605 LAUREL WOOD ROAD, SANTA CLARA, CA 95054 PHONE NO.: 408.550.8700	(B,C,F) D1.1
⊙	ENERGY DISSIPATER FROM DRAINAGE LINE	(F) D1.1
SD	SOLID WALL STORM DRAIN (SD), REFER TO SPECIFICATIONS	(A) D1.1
⊠	OUTLINE OF C.3 BIORETENTION AREA - 1,315 SF - 4% OF 29,255 SF IMPERVIOUS AREA. REFER TO STORM WATER MANAGEMENT PLAN	(E) D1.1
1%	SLOPE / FLOW DIRECTION, REFER TO GRADING PLAN	
[Pattern]	AREAS DRAINING TO BMP-1 (BIORETENTION AREA)	
[Pattern]	AREAS DRAINING TO PLANTING / MULCH / SOD AREA	
[Pattern]	SELF RETAINING AREAS - PLANTING / MULCH / SOD	
[Pattern]	SELF TREATING AREAS - PLANTING / MULCH / SOD	
- - - - -	DRAINAGE MANAGEMENT AREA (DMA)	
P.O.I.	POINT OF INTEREST	

C.3 CALCULATION SUMMARY DESIGN FOR BIORETENTION DESIGN

NOTE: IN COMPLIANCE WITH THE SANTA CLARA VALLEY URBAN RUNOFF POLLUTION PREVENTION PLAN C.3 TECHNICAL GUIDANCE HANDBOOK, THE BIORETENTION AREAS HAS BEEN SIZED AS 4% OF THE SURFACE AREA OF THE CONTRIBUTING IMPERVIOUS AREAS.
DRAINAGE AREA TO BMP = 29,255 SF X 0.04 = 1,170 SF.
PROPOSED AREA OF BMP = 1,1315 SF > 1,170 SF.

Record Drawings

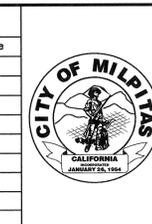
Designer Stamp: VERDE DESIGN, REGISTERED LANDSCAPE ARCHITECT, No. 4148, EXPIRES DATE: DEC. 2019, STATE OF CALIFORNIA.

Record Drawings: Designer, Public Works Inspector, Utility/Facility Dept. Head, Project Engineer, Public Improvements Initially Accepted by the City Council or, Res. No.

Drawn By: RK/JJ Date: 04/26/19
Checked By: DM Date: 04/26/19
Designed By: CS Date: 04/26/19

Revisions

Num.	Description	Engr. Appr.	Date
1			11/18/19



CITY OF MILPITAS ENGINEERING DIVISION
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

STORM WATER MANAGEMENT PLAN

RECOMMENDED FOR BIDDING BY: WooJae Kim, P.E., CIP Manager DATE: 5/1/19

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. L5.3
REC. DWG NO. 2-###
SCALE: AS NOTED
SHEET: 20 OF 87

LAYOUT NOTES

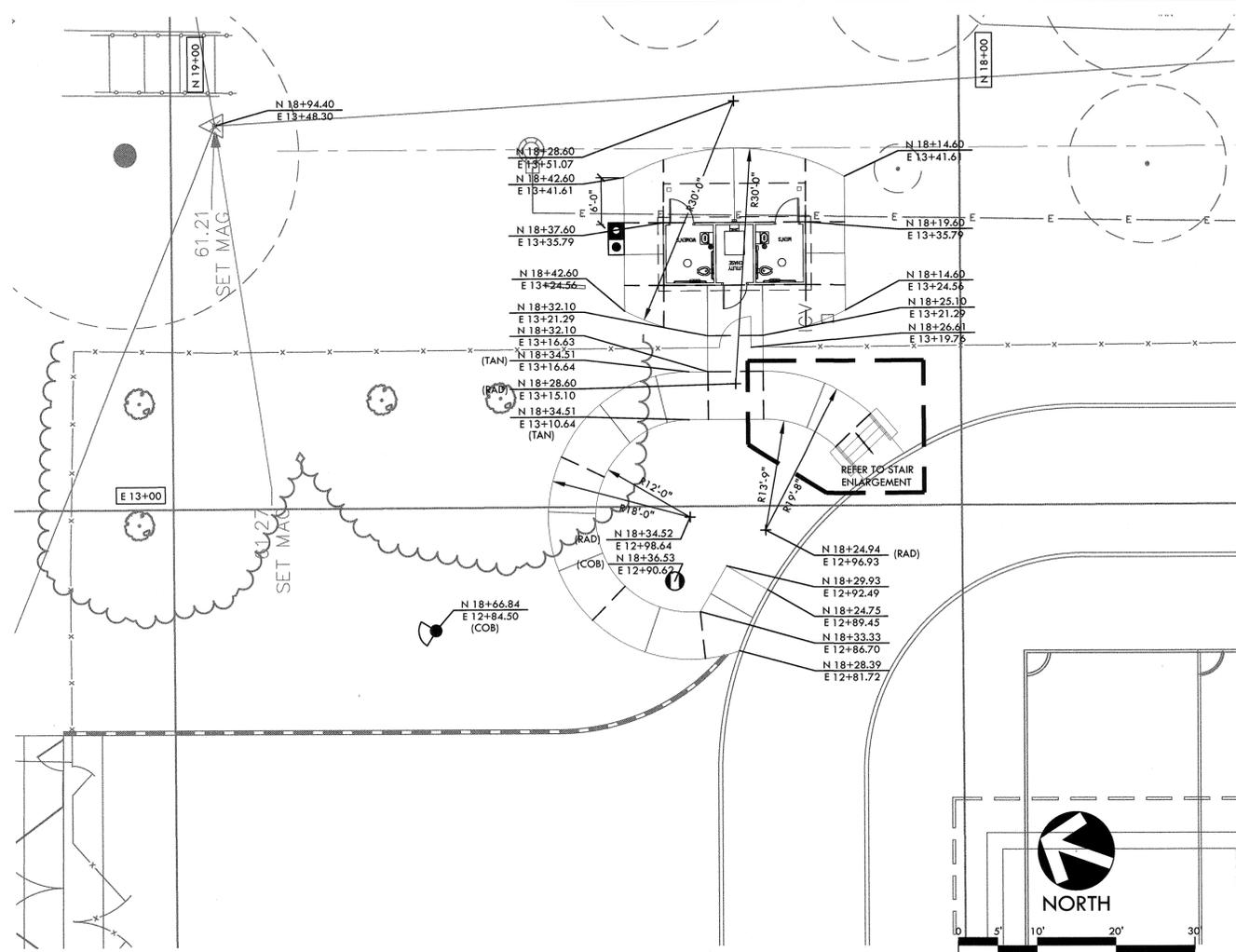
- THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ELEMENTS INCLUDING UTILITY LOCATIONS AND REQUIRED SLEEVING PRIOR TO INSTALLATION. VERIFY CRITICAL DIMENSIONS, REFERENCE POINT LOCATIONS AND CONSTRUCTION CONDITIONS PRIOR TO INITIATING CONSTRUCTION. TEMPORARY BENCHMARKS OR REFERENCE POINTS SHALL BE SET BY THE CONTRACTOR AS NECESSARY. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD DISCREPANCY ARISE AND REDIRECT WORK TO AVOID DELAYS.
- ALL DIMENSIONS SHALL BE VERIFIED IN FIELD AND CHALKED, STRING LINED OR FLAGGED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY MINOR ADJUSTMENTS MADE TO ACHIEVE OVERALL DESIGN LAYOUT SHALL BE ACCEPTED BY THE OWNER PRIOR TO CONSTRUCTION.
- LAYOUT IS BASED ON THE POINT(S) OF BEGINNING (P.O.B.) AND BASELINE(S) OR GRID SYSTEM AS SHOWN. DIMENSIONS SHOWN ARE ROUNDED TO THE NEAREST INCH.
- THE CITY WILL BE WORKING IN THE PROJECT AREA AND REMOVING, RELOCATING AND REINSTALLING TEMPORARY FENCE SECTIONS AS NECESSARY FOR THE ANNUAL 4TH OF JULY EVENT. REMOVAL AND RELOCATING APPROXIMATELY 1 WEEK BEFORE THE 4TH OF JULY AND REPLACEMENT APPROXIMATELY 1 WEEK AFTER THE 4TH OF JULY.
- ALL LAYOUT AND GRADES SHALL BE COMPLETED BY A LICENSED SURVEYOR.
- CONTRACTOR SHALL COORDINATE WITH THE CITY, THE ADJUSTMENT OF THEIR TEMPORARY FENCING, LAYDOWN AREA, AND ALL OTHER SITE CONSTRUCTION OBSTRUCTIONS, AS NECESSARY TO MAINTAIN CLEAR VEHICULAR AND PEDESTRIAN ACCESS FOR THE CITY'S ANNUAL 4TH OF JULY FIREWORKS CELEBRATION, AT NO ADDITIONAL COST TO THE CITY. THE CONTRACTOR SHALL WORK WITH THE CITY TO DETERMINE THE LOCATION OF ADJUSTED FENCING AND THE DURATION OF THE ACCESS NEEDS.

LAYOUT NOTES

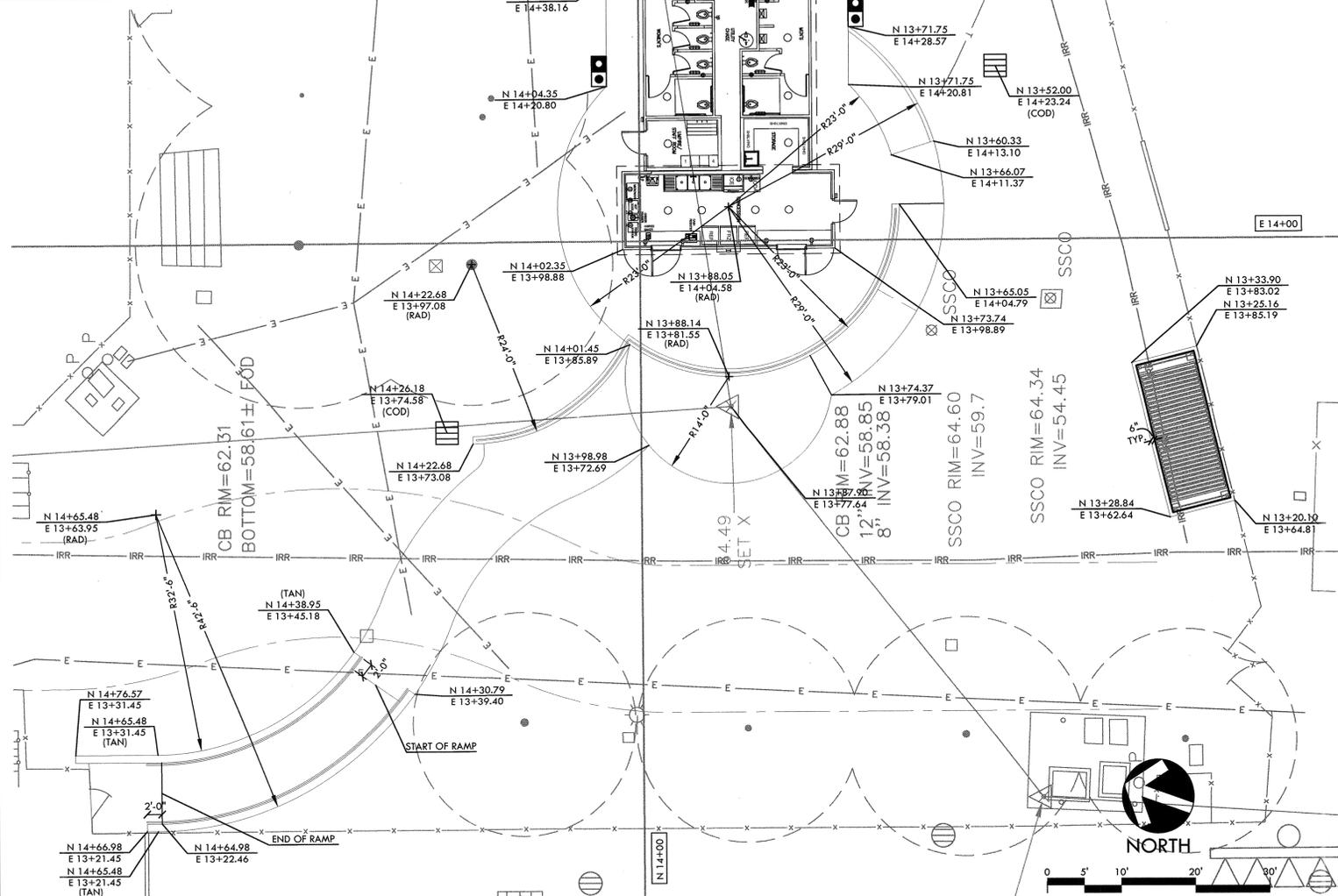
SYM	DESCRIPTION	SYM	DESCRIPTION
	POINT OF BEGINNING SYMBOL	N 12+21.95 E 12+97.08	NORTHING/EASTING LAYOUT COORDINATE CALLOUT
	CONTROL POINT A & B	(COD)	CENTER OF DRAIN
	RADIUS POINT / CENTER MARK	(COP)	CENTER OF POST
	PROPOSED ANGLE BETWEEN ELEMENTS	(POB)	POINT OF BEGINNING FOR GRID LAYOUT
	BASELINE & GRID	(RAD)	RADIUS POINT
	CONTROL LINE	(TAN)	TANGENT POINT

STAIR ENLARGEMENT

1" = 1'-0"



ADD ALT. #4 - RESTROOM BUILDING ENLARGEMENT



RESTROOM/CONCESSION BUILDING ENLARGEMENT

<p>LANDSCAPE ARCHITECTURE CIVIL ENGINEERING SPORT PLANNING & DESIGN</p> <p>2455 The Alameda Santa Clara, CA 95050 tel: 408.985.7200 fax: 408.985.7260 www.VerdeDesigninc.com</p>	<p>DESIGNER STAMP</p>	<p>RECORD DRAWINGS</p> <p>Designer: _____ Date: _____</p> <p>Public Works Inspector: _____ Date: _____</p> <p>Utility/Facility Dept. Head: _____ Date: _____</p> <p>Project Engineer: _____ Date: _____</p> <p>Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____</p>	<p>Drawn By: RK/JJ Date: 04/26/19</p> <p>Checked By: DM Date: 04/26/19</p> <p>Designed By: CS Date: 04/26/19</p>	<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>Num.</th> <th>Description</th> <th>Engr. Appr.</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Num.	Description	Engr. Appr.	Date					<p>CITY OF MILPITAS ENGINEERING DIVISION</p> <p>MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS PROJECT NO. 5111, 3424 AND 6133</p> <p>LAYOUT PLAN</p> <p>RECOMMENDED FOR BIDDING BY: DATE: 5/1/19 WooJae Kim, P.E., CIP Manager</p>	<p>PROJECT NO. 5111, 3424 & 6133</p> <p>DRAWING NO. L6.2</p> <p>REC. DWG NO. 2-####</p> <p>SCALE: 1" = 10'-0"</p> <p>SHEET: 22 OF 87</p>
					Num.	Description	Engr. Appr.	Date						
<p>VERDE DESIGN</p>	<p>CITY OF MILPITAS CALIFORNIA JANUARY 26, 1993</p>													

ALL IDEAS, DESIGN, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF VERDE DESIGN, INC. AND WERE CREATED, EVOLVED, AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGN, ARRANGEMENTS, AND PLANS SHALL BE REPRODUCED, COPIED, OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT WRITTEN PERMISSION OF VERDE DESIGN, INC.

BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19

LAYOUT NOTES

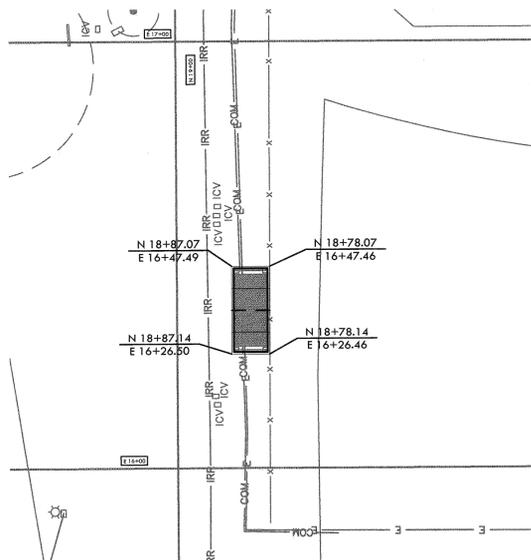
1. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ELEMENTS INCLUDING UTILITY LOCATIONS AND REQUIRED SLEEVING PRIOR TO INSTALLATION. VERIFY CRITICAL DIMENSIONS, REFERENCE POINT LOCATIONS AND CONSTRUCTION CONDITIONS PRIOR TO INITIATING CONSTRUCTION. TEMPORARY BENCHMARKS OR REFERENCE POINTS SHALL BE SET BY THE CONTRACTOR AS NECESSARY. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD DISCREPANCY ARISE AND REDIRECT WORK TO AVOID DELAYS.
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5. THE CITY WILL BE WORKING IN THE PROJECT AREA AND REMOVING, RELOCATING AND REINSTALLING TEMPORARY FENCE SECTIONS AS NECESSARY FOR THE ANNUAL 4TH OF JULY EVENT. REMOVAL AND RELOCATING APPROXIMATELY 1 WEEK BEFORE THE 4TH OF JULY AND REPLACEMENT APPROXIMATELY 1 WEEK AFTER THE 4TH OF JULY.
6. CONTRACTOR SHALL COORDINATE WITH THE CITY, THE ADJUSTMENT OF THEIR TEMPORARY FENCING, LAYDOWN AREA, AND ALL OTHER SITE CONSTRUCTION OBSTRUCTIONS, AS NECESSARY TO MAINTAIN CLEAR VEHICULAR AND PEDESTRIAN ACCESS FOR THE CITY'S ANNUAL 4TH OF JULY FIREWORKS CELEBRATION. AT NO ADDITIONAL COST TO THE CITY, THE CONTRACTOR SHALL WORK WITH THE CITY TO DETERMINE THE LOCATION OF ADJUSTED FENCING AND THE DURATION OF THE ACCESS NEEDS.

LAYOUT NOTE

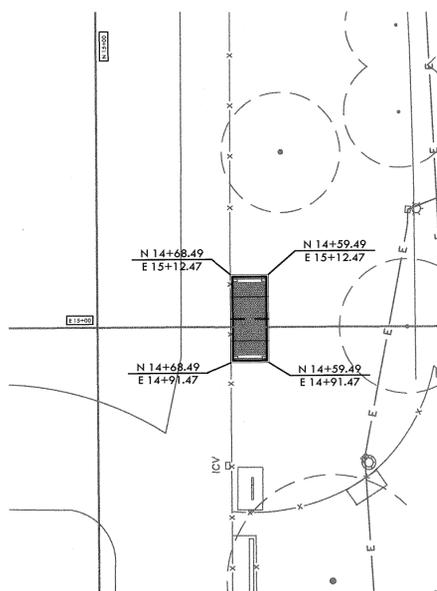
- A. POINT OF BEGINNING (POB) IS LOCATED AT MAGNETIC NAIL ELEVATION 57.44.
- B. CONTROL POINT A IS LOCATED AT MAGNETIC NAIL ELEVATION 59.23 SET Q/H.
- C. CONTROL POINT B IS LOCATED AT MAGNETIC NAIL ELEVATION 60.80 SET Q/H.
- D. BASELINE B IS DETERMINED BY ESTABLISHING THE CONTROL LINE A AND CONTROL LINE B FROM POB.
- E. BASELINE B IS DETERMINED BY ROTATING COUNTERCLOCKWISE 81°57'38" FROM CONTROL LINE A, OR 31°34'17" FROM CONTROL LINE B.
- F. BASELINE A IS 90° FROM BASELINE B AT POB.
- G. GRID IS 100' OFFSETS FROM EACH BASELINE.

LAYOUT LEGEND

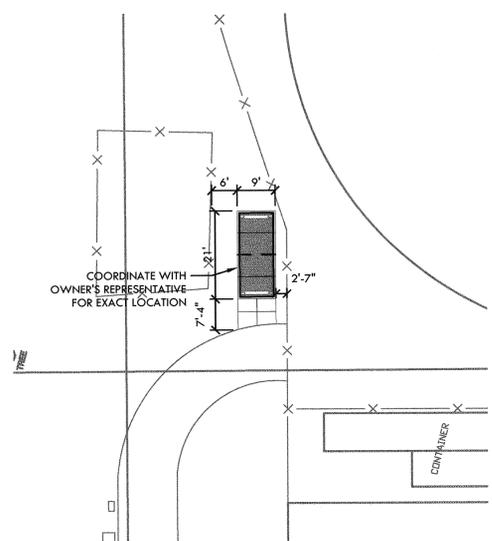
SYM	DESCRIPTION
	POINT OF BEGINNING SYMBOL
	CONTROL POINT A & B
	RADIUS POINT / CENTER MARK
	PROPOSED ANGLE BETWEEN ELEMENTS
	BASELINE & GRID
	CONTROL LINE
	CENTER LINES
	NORTHING/EASTING LAYOUT COORDINATE CALLOUT
	(COD) CENTER OF DRAIN
	(COP) CENTER OF POST
	(POB) POINT OF BEGINNING FOR GRID LAYOUT
	(RAD) RADIUS POINT
	(TAN) TANGENT POINT



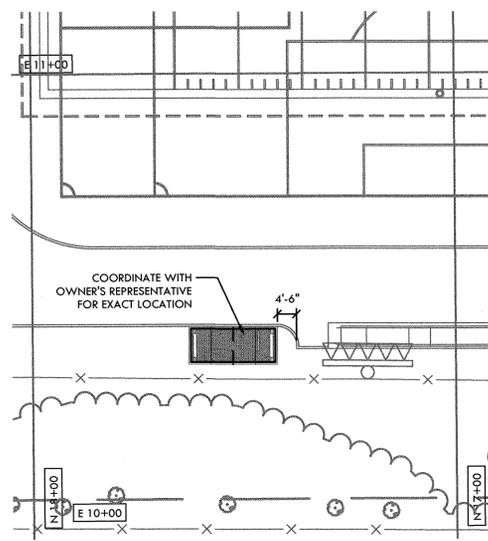
STORAGE CONTAINER 'E' AREA



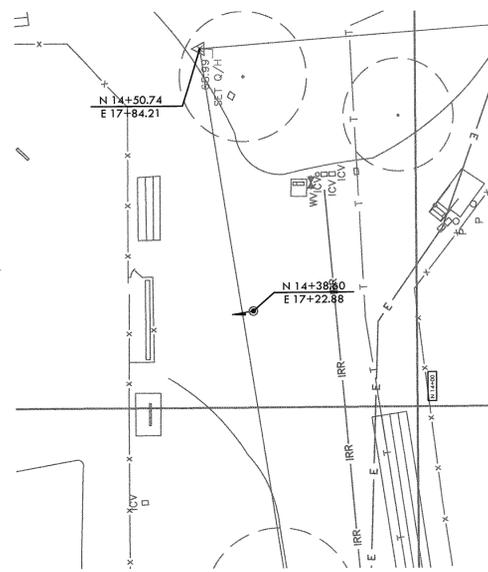
STORAGE CONTAINER 'C' AREA



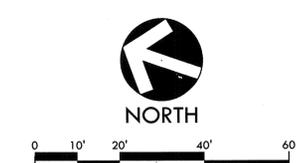
STORAGE CONTAINER 'D' AREA



STORAGE CONTAINER 'A' AREA



ADD ALT. #6 - FLAG POLE



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Designer Stamp

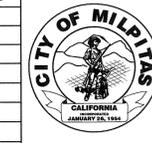
Record Drawings

Designer: _____	Date: _____
Public Works Inspector: _____	Date: _____
Utility/Facility Dept. Head: _____	Date: _____
Project Engineer: _____	Date: _____
Public Improvements Initially Accepted by the City Council on: _____	Res. No. _____

Drawn By: RK/JJ Date: 04/26/19
 Checked By: DM Date: 04/26/19
 Designed By: CS Date: 04/26/19

Revisions

Num.	Description	Engr. Appr.	Date



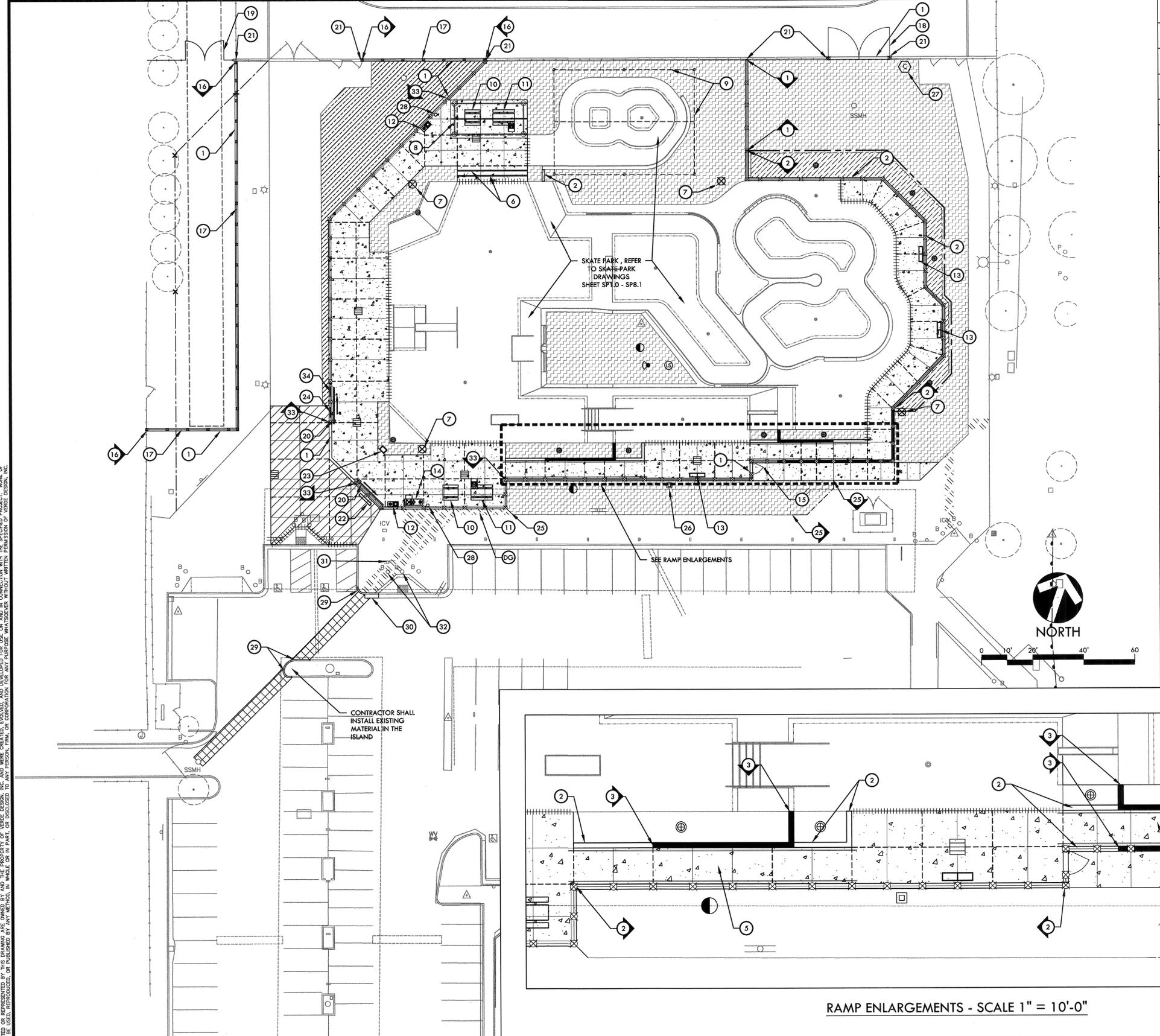
CITY OF MILPITAS
ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

LAYOUT PLAN

RECOMMENDED FOR BIDDING BY: WJK DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. L6.3
REC. DWG. NO. 2-####
SCALE: 1" = 20'-0"
SHEET: 23 OF 87



17	REMOVABLE FENCE PANELS	(H D3.1)
18	DOUBLE CHAIN LINK SWING GATE - 6'X24', REFER TO SPECIFICATIONS	(J D3.1)
19	DOUBLE CHAIN LINK SWING GATE - 6'X15', INSTALL NEW GATE BEFORE 4TH OF JULY FUNCTION.	(J D3.1)
20	CHAIN LINK SLIDING GATE - 6'X28'	(G D3.1)
21	TIE EXISTING FENCE INTO NEW POSTS	(G D3.1)
22	PARK ENTRANCE SIGN, REFER TO SPECIFICATIONS	(D D2.2)
23	DEDICATED PLAQUE SIGN, REFER TO SPECIFICATIONS	(E D2.3)
24	CITY STANDARD PARK RULE SIGN	(J D1.2)
25	HEADER BOARD	(A D2.2)
26	DRAINAGE PUMP ELECTRICAL DISCONNECT - REFER TO ELECTRICAL PLAN SHEET E2.0.	
27	IRRIGATION CONTROLLER - REFER TO IRRIGATION PLAN SHEET I8.1.	
28	OUTDOOR GFCI RECEPTACLE - REFER TO ELECTRICAL PLAN SHEET E2.0.	
29	CONCRETE CURB - PARKING LOT	(C D1.3)
30	CONCRETE CURB AND GUTTER	(B D1.3)
31	REINSTALL EXISTING SIGN AT SAME LOCATION. CONTRACTOR SHALL MATCH NEW FOOTING WITH EXISTING FOOTING DEPTH.	(D D1.3)
32	REINSTALL EXISTING BOLLARDS AT SAME LOCATION. CONTRACTOR SHALL MATCH NEW FOOTING WITH EXISTING FOOTING DEPTH.	(D D1.3)
33	CONCRETE PAVING EDGE AT FENCE	(H D2.2)
34	SKATE PARK RULE SIGN	(H D2.2)

- ### MATERIAL NOTES
- THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ELEMENTS INCLUDING UTILITY LOCATIONS AND REQUIRED SLEEVING PRIOR TO INSTALLATION. VERIFY CRITICAL DIMENSIONS, REFERENCE POINT LOCATIONS AND CONSTRUCTION CONDITIONS PRIOR TO INITIATING CONSTRUCTION. TEMPORARY BENCHMARKS OR REFERENCE POINTS SHALL BE SET BY THE CONTRACTOR AS NECESSARY. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD DISCREPANCY ARISE AND REDIRECT WORK TO AVOID DELAYS.
 - THE INTERFACE OF ALL PROPOSED IMPROVEMENTS TO EXISTING SITE SHALL CONFORM AND BE SMOOTH AND UNIFORM.
 - ALL REINFORCING AND FORMS SHALL BE SECURED IN PLACE AND ACCEPTED BY OWNER'S REPRESENTATIVE PRIOR TO PLACING ANY CONCRETE.
 - CONCRETE FINISHES SHALL BE AS NOTED. CONTRACTOR SHALL PROVIDE 4'X4' SAMPLES OF ALL SPECIFIED FINISHES OF CONCRETE USING THE SAME MATERIALS THAT WILL BE USED IN THE ACTUAL CONSTRUCTION FOR EACH TYPE SPECIFIED. SAMPLES SHALL BE PREPARED WELL ENOUGH IN ADVANCE OF SCHEDULED CONCRETE POUR TO ALLOW FOR REVIEW AND POSSIBLE RE-POURING OF UNACCEPTABLE SAMPLES. UNACCEPTABLE SAMPLES SHALL BE RE-PREPARED UNTIL ACCEPTED BY THE OWNER'S REPRESENTATIVE. ACCEPTED SAMPLES SHALL BE PROTECTED AND REMAIN ON SITE FOR REFERENCE UNTIL FINAL ACCEPTANCE.
 - ALL FENCES AND GATES SHOWN ON PLAN ARE GRAPHIC REPRESENTATIONS; REFER TO PLANS, DETAILS, AND SPECIFICATIONS FOR PRECISE LOCATION.
 - THE CITY WILL BE WORKING IN THE PROJECT AREA AND REMOVING, RELOCATING AND REINSTALLING TEMPORARY FENCE SECTIONS AS NECESSARY FOR THE ANNUAL 4TH OF JULY EVENT. RELOCATE AND RELOCATING APPROXIMATELY 1 WEEK BEFORE THE 4TH OF JULY AND REPLACEMENT APPROXIMATELY 1 WEEK AFTER THE 4TH OF JULY.
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MATERIAL LEGEND

SYM	DESCRIPTION	DTL REF
(Hatched pattern)	CONCRETE PAVING - PEDESTRIAN, REFER TO SPECIFICATIONS	(B D2.1)
(Hatched pattern)	CONCRETE PAVING - FIRE / VEHICULAR	(B D2.1)
(Hatched pattern)	ASPHALT PAVING - FIRE / VEHICULAR	(E D2.1)
(Hatched pattern)	DECOMPOSED GRANITE, REFER TO SPECIFICATIONS	(D D2.1)
(Hatched pattern)	SELF-RETAINING AREA, REFER TO GRADING AND PLANTING PLAN	(E D1.3)
(Hatched pattern)	PLANTING AREA, REFER TO PLANTING PLAN	
(Hatched pattern)	MULCH AREA, INSTALL EXISTING MULCH IN THIS AREA, REFER TO PLANTING PLAN AND EGRESS ANALYSIS PLAN.	
(Dashed line)	6'-0" TALL CHAIN LINK FENCE	(D D3.1)
(Dashed line)	CONTRACTOR SHALL INSTALL NEW GALVANIZED CHAIN LINK FENCE TO MATCH THE ADJACENT EXISTING CHAIN LINK FENCE BEFORE 4TH OF JULY FUNCTION.	(D D3.1)
(Dashed line)	SCORE JOINT	(G D2.1)
(Dashed line)	EXPANSION JOINT WITH DOWEL	(G D2.1)
(Circle 1)	CONCRETE EDGE BAND - 12" WIDE	(H D2.1)
(Circle 2)	CONCRETE TALL CURB (12" WIDE) - REFER TO STRUCTURAL PLANS	
(Circle 3)	CONCRETE RETAINING WALL - (12" WIDE) - REFER TO STRUCTURAL PLANS	
(Circle 4)	ACCESSIBLE RAMP AND RAMP HANDRAIL	(B,D D3.1)
(Circle 5)	CHANGE IN ELEVATION / SLOPED PAVEMENT WITH HANDRAILS	(B,D D2.1)
(Circle 6)	STAIRS AT SKATE PARK (2)	(A D2.3)
(Circle 7)	SPORTS LIGHTS, REFER TO ELECTRICAL PLANS	
(Circle 8)	ADD ALTERNATE NO.1: SHADE STRUCTURE WITH STEEL ROOF (DEFERRED CITY APPROVAL), REFER TO SPECIFICATIONS	
(Circle 9)	ADD ALTERNATE NO.2: SHADE STRUCTURE WITH FABRIC SAILS (DEFERRED CITY APPROVAL), REFER TO SPECIFICATIONS	
(Circle 10)	ADD ALTERNATE NO.3: PICNIC TABLES, REFER TO SPECIFICATIONS	
(Circle 11)	ADA PICNIC TABLES, REFER TO SPECIFICATIONS	
(Circle 12)	TRASH RECEPTACLES AND TRASH RECYCLING RECEPTACLES, REFER TO SPECIFICATIONS	
(Circle 13)	BENCHES, REFER TO SPECIFICATIONS	(C D2.2)
(Circle 14)	DRINKING FOUNTAIN WITH BOTTLE FILLER, REFER TO SPECIFICATIONS	(F D2.3)
(Circle 15)	PEDESTRIAN SWING GATE - 6'X4'	(E D3.1)
(Circle 16)	TEMPORARY FENCE TO PERMANENT FENCE CONNECTION	(I D3.1)

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 www.VerdeDesignInc.com

Designer Stamp
 REGISTERED LANDSCAPE ARCHITECT
 DEREK MOORE
 No. 4148
 EXPIRATION DATE: DEC. 2019
 STATE OF CALIFORNIA

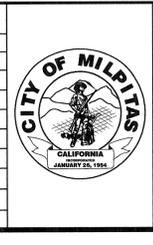
Record Drawings

Designer: _____ Date: _____
 Public Works Inspector: _____ Date: _____
 Utility/Facility Dept. Head: _____ Date: _____
 Project Engineer: _____ Date: _____
 Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: RK/JJ Date: 04/26/19
 Checked By: DM Date: 04/26/19
 Designed By: CS Date: 04/26/19

Revisions

Num.	Description	Engr. Appr.	Date



CITY OF MILPITAS
 ENGINEERING DIVISION
 MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133

MATERIAL AND DETAIL REFERENCE PLAN

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

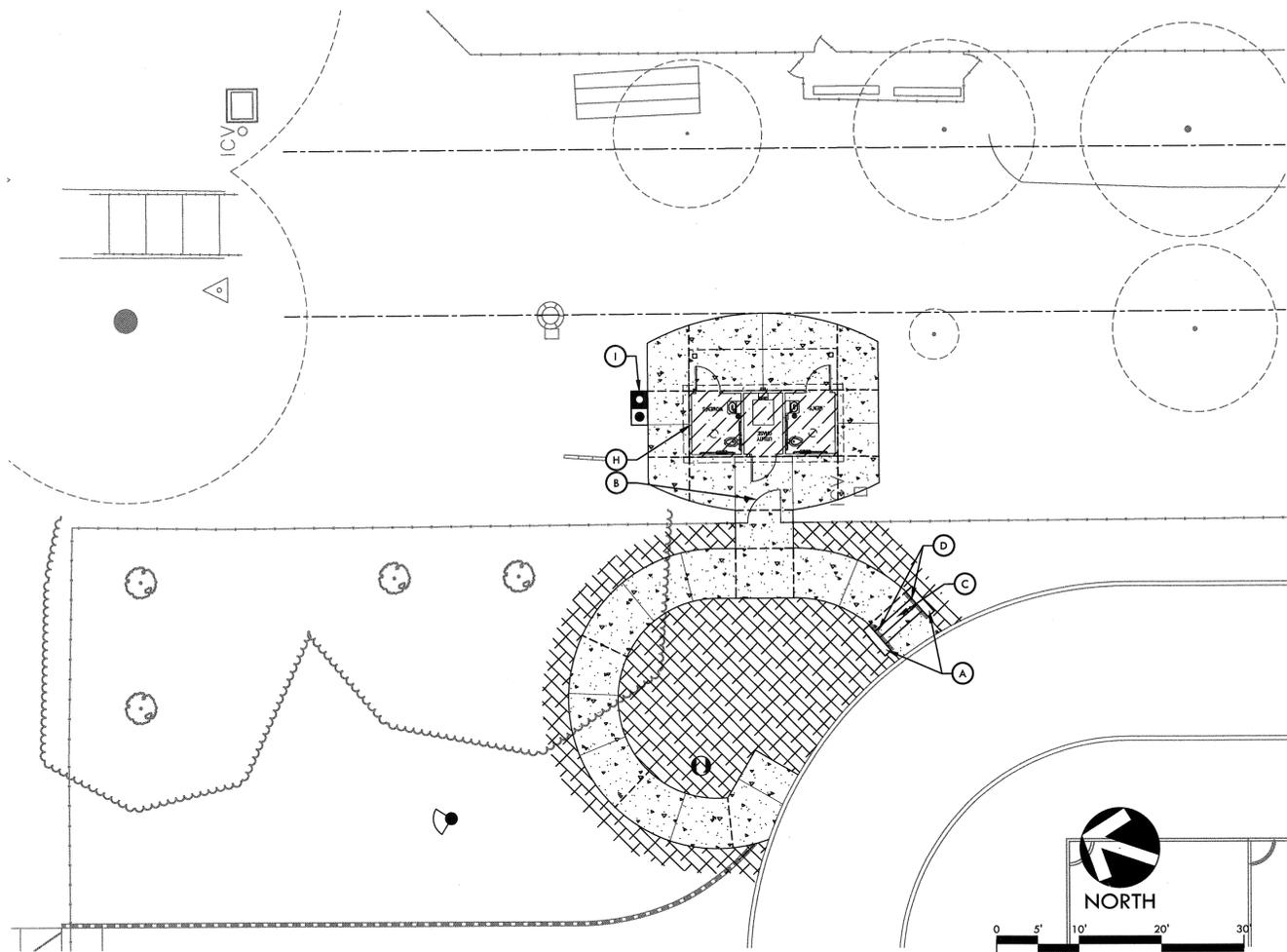
PROJECT NO. 5111, 3424 & 6133
 DRAWING NO. L7.1
 REC. DWG NO. 2-###
 SCALE: 1" = 20'-0"
 SHEET: 24 OF 87

MATERIAL LEGEND

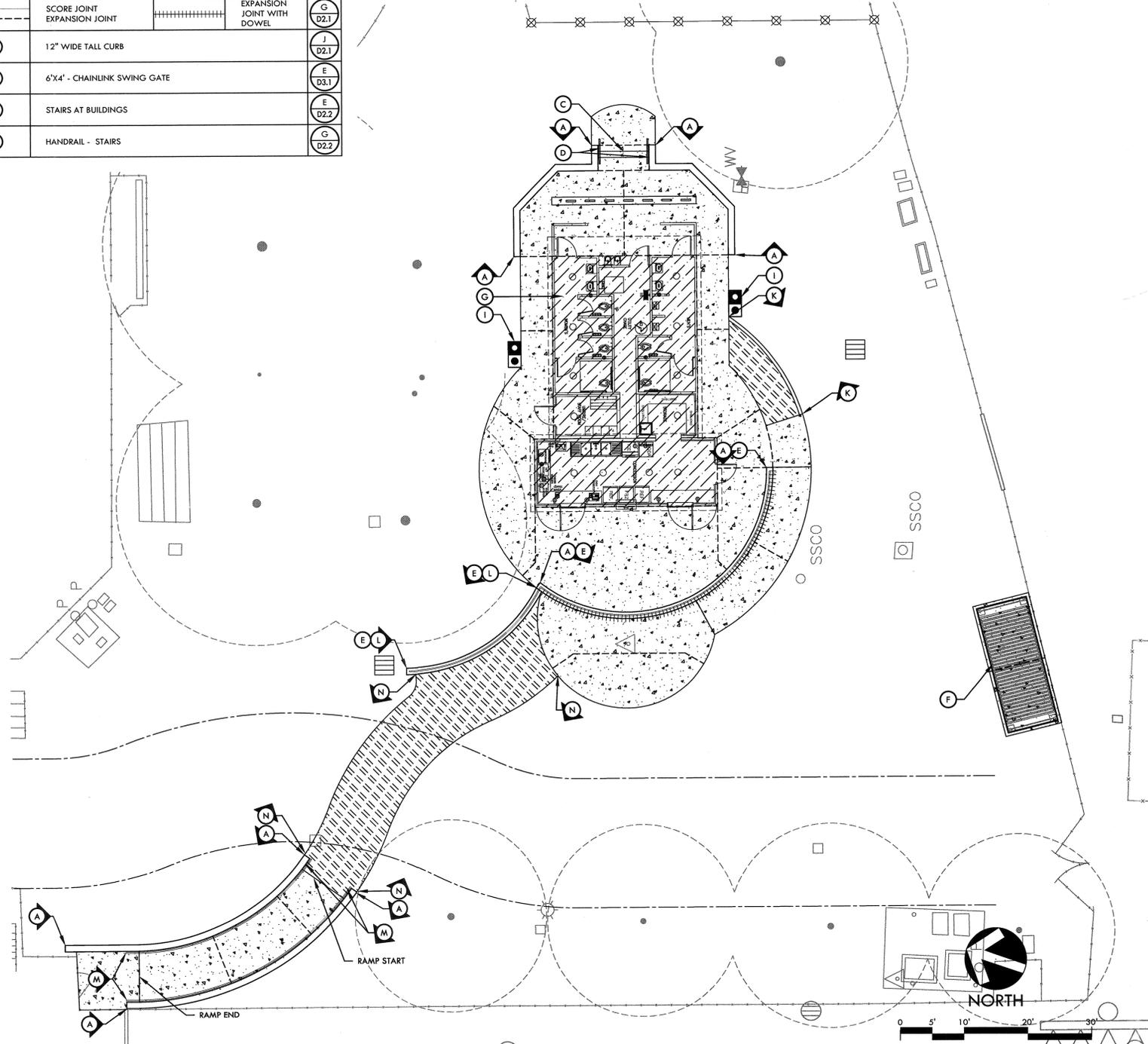
SYM	DESCRIPTION	DTL REF	SYM	DESCRIPTION	DTL REF
(E)	GUARDRAIL	(B) D2.2	— — — — —	6'-0" TALL CHAIN LINK FENCE	(D) D3.1
(F)	STORAGE CONTAINER BASE BID: OVER CONCRETE PAVING DEDUCTIVE ALTERNATE: OVER CLASS 2 AGGREGATE BASE - 8" DEEP	(B) D2.1	[Pattern]	CONCRETE PAVING - PEDESTRIAN	(B) D2.1
(G)	RESTROOM/CONCESSION BUILDING, REFER TO ARCHITECTURAL DRAWINGS		[Pattern]	MAT SLAB PAVING	(F) D2.1
(H)	RESTROOM BUILDING, REFER TO ARCHITECTURAL DRAWINGS		[Pattern]	MULCH - CONTRACTOR TO REUSE EXISTING MULCH	
(I)	TRASH AND RECYCLE RECEPTACLES ON 36"x 72" CONCRETE PAD REFER TO SPECIFICATIONS	(B) D2.1	[Pattern]	DECOMPOSED GRANITE	(D) D2.1
(J)	FLAG POLE	(H) D1.2	[Symbol]	SCORE JOINT EXPANSION JOINT	(G) D2.1
(K)	6" EDGE BAND	(I) D2.1	(A)	12" WIDE TALL CURB	(J) D2.1
(L)	WALL - REFER TO STRUCTURAL PLANS		(B)	6'x4' - CHAINLINK SWING GATE	(E) D3.1
(M)	ACCESSIBLE RAMP AND RAMP HANDRAIL	(B/D) D2.3	(C)	STAIRS AT BUILDINGS	(E) D2.2
(N)	HEADER BOARD	(A) D2.2	(D)	HANDRAIL - STAIRS	(G) D2.2

MATERIAL NOTES

- ALL FENCES AND GATES SHOWN ON PLAN ARE GRAPHIC REPRESENTATIONS; REFER TO PLANS, DETAILS, AND SPECIFICATIONS FOR PRECISE LOCATION.
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- THE INTERFACE OF ALL PROPOSED IMPROVEMENTS TO EXISTING SITE SHALL CONFORM AND BE SMOOTH AND UNIFORM.
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ADD ALT. #4 - RESTROOM BUILDING ENLARGEMENT



RESTROOM/CONCESSION BUILDING ENLARGEMENT



LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORT PLANNING & DESIGN
2455 The Alameda
Santa Clara, CA 95050
tel: 408.985.7200
fax: 408.985.7260
www.VerdeDesignInc.com



Record Drawings

Designer: _____ Date: _____
 Public Works Inspector: _____ Date: _____
 Utility/Facility Dept. Head: _____ Date: _____
 Project Engineer: _____ Date: _____
 Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: RK/JJ Date: 04/26/19
 Checked By: DM Date: 04/26/19
 Designed By: CS Date: 04/26/19

Revisions			
Num.	Description	Engr. Aprv.	Date
1			



CITY OF MILPITAS
ENGINEERING DIVISION
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

MATERIAL AND DETAIL REFERENCE PLAN

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
 DRAWING NO. L7.2
 REC. DWG NO. 2-####
 SCALE: 1" = 10'-0"
 SHEET: 25 OF 87

ALL REVISIONS, AMENDMENTS, AND PLANS INCORPORATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF VERDE DESIGN, INC. AND WERE CREATED, EVOLVED, AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH REVISIONS, AMENDMENTS, OR PLANS SHALL BE USED, REPRODUCED, OR PUBLISHED BY ANY METHOD, IN WHOLE OR IN PART, OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE, WHATSOEVER, WITHOUT WRITTEN PERMISSION OF VERDE DESIGN, INC.

BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19

MATERIAL NOTES

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MATERIAL LEGEND

SYM	DESCRIPTION	DTL REF
	CONCRETE PAVING - PEDESTRIAN	(B) D2.1
	CONCRETE PAVING - FIRE / VEHICULAR	(B) D2.1
	MAT SLAB PAVING	(F) D2.1
	MULCH - CONTRACTOR TO REUSE EXISTING MULCH	
	DECOMPOSED GRANITE	(D) D2.1
	SCORE JOINT EXPANSION JOINT	(G) D2.1
	EXPANSION JOINT WITH DOWEL	(G) D2.1
(A)	12" WIDE TALL CURB - REFER TO STRUCTURAL PLANS	
(B)	6'X4' - CHAINLINK SWING GATE	(E) D3.1
(C)	STAIRS AT BUILDINGS	(E) D2.2
(D)	HANDRAIL - STAIRS	(C) D2.2
(E)	GUARDRAIL	(B) D2.2
(F)	STORAGE CONTAINER OVER CONCRETE PAVING	(B) D2.1
(G)	RESTROOM/CONCESSION BUILDING, REFER TO ARCHITECTURAL DRAWINGS	
(H)	RESTROOM BUILDING, REFER TO ARCHITECTURAL DRAWINGS	
(I)	TRASH AND RECYCLE RECEPTACLES ON 36"x 72" CONCRETE PAD REFER TO SPECIFICATIONS	(B) D2.1
(J)	FLAG POLE	(H) D1.2
(K)	6" EDGE BAND	(I) D2.1
(L)	CONCRETE TALL CURB - 12" WIDE	(J) D2.1
(M)	ACCESSIBLE RAMP AND RAMP HANDRAIL	(E,D) D2.3

STORAGE CONTAINER 'E' AREA

STORAGE CONTAINER 'C' AREA

STORAGE CONTAINER 'D' AREA

STORAGE CONTAINER 'A' AREA

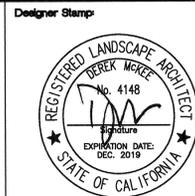
ADD ALT. #6 - FLAG POLE



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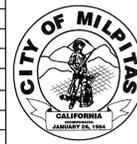
**LANDSCAPE ARCHITECTURE
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2455 The Alameda
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Record Drawings
Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
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Public Improvements Initially Accepted by the City Council or: _____ Res. No. _____

Drawn By: RK/JJ Date: 04/26/19
Checked By: DM Date: 04/26/19
Designed By: CS Date: 04/26/19

Revisions			
Num.	Description	Engr. Aprv.	Date
Δ			



**CITY OF MILPITAS
ENGINEERING DIVISION**
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

MATERIAL AND DETAIL REFERENCE PLAN
RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. **L7.3**
REC. DWG NO. 2-####
SCALE: 1" = 20'-0"
SHEET: 26 OF 87

BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19

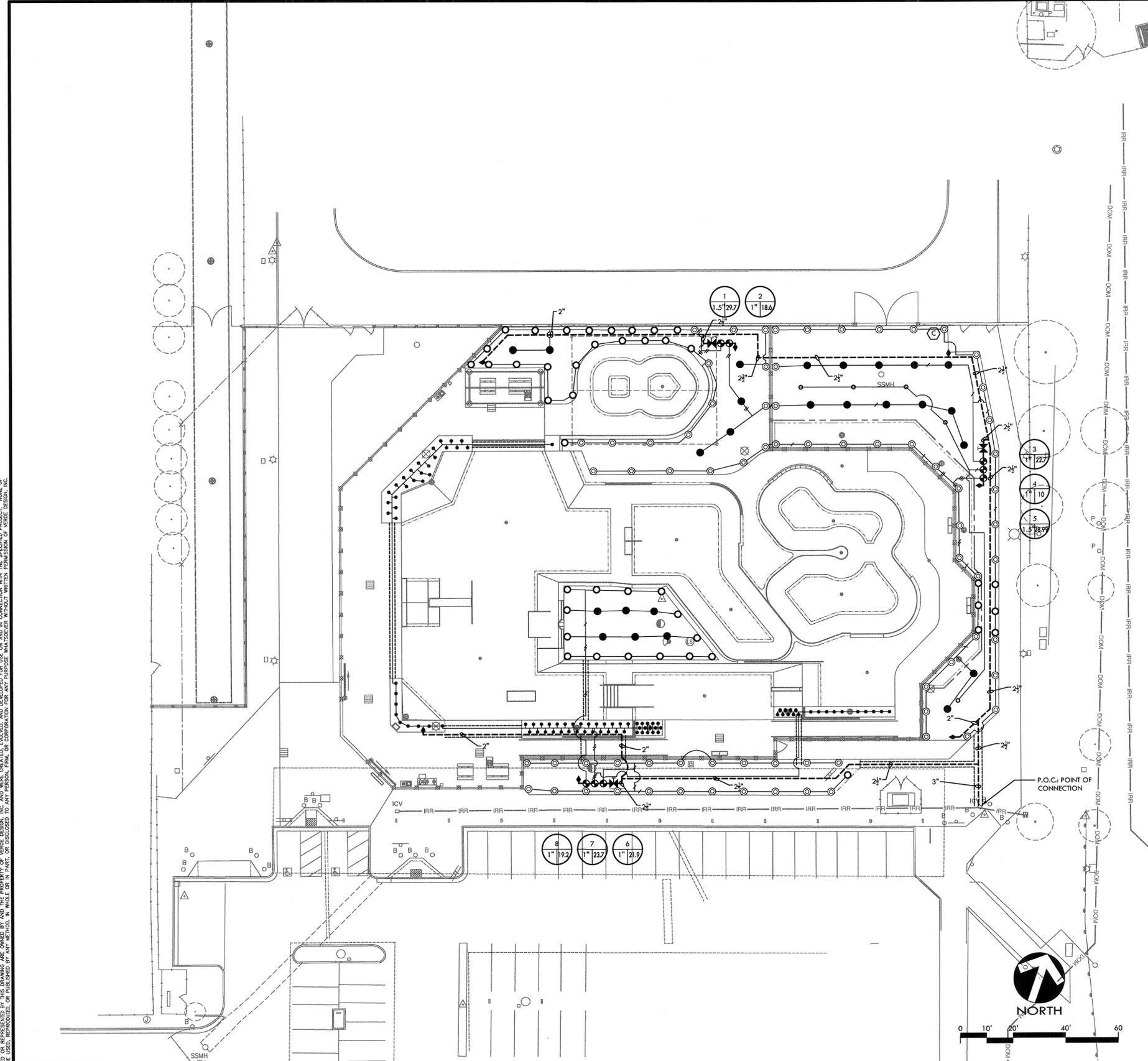
IRRIGATION NOTES

- THIS SYSTEM IS DESIGNED TO OPERATE AT A MAXIMUM FLOW OF (45) GPM WITH A MINIMUM (68) STATIC P.S.I. AT THE POINT OF CONNECTION. CONTRACTOR SHALL VERIFY PRESSURE PRIOR TO BEGINNING WORK. CONTACT OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD DISCREPANCY ARISE AND RE-DIRECT WORK TO AVOID DELAY.
- CONTRACTOR SHALL COORDINATE ELECTRICAL SUPPLY WITH GENERAL CONTRACTOR. GENERAL CONTRACTOR SHALL STUB APPROPRIATE POWER SUPPLY IN VICINITY OF CONTROLLER LOCATION.
- IRRIGATION SYSTEM DESIGN IS DIAGRAMMATIC. WHERE PIPING, VALVES, QUICK COUPLERS, ETC. ARE SHOWN OUTSIDE PLANTING AREAS, OR LIMIT OF WORK; INTENT IS FOR PIPING, VALVES, ETC., TO BE INSTALLED WITHIN PLANTING AREAS OF PROPERTY. INDICATE EXACT LOCATIONS OF IRRIGATION EQUIPMENT ON RECORD DRAWINGS. REFER TO SPECIFICATIONS.
- CONTRACTOR SHALL PROGRAM CONTROLLER TO ENSURE PROPER IRRIGATION. BASED ON PLANT TYPE, SOLAR, EXPOSURE, SLOPE AND SEASON.
- CONTRACTOR SHALL REFER TO DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- ALL MATERIAL SPECIFIED SHOULD BE, OR "AS APPROVED EQUAL".
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IRRIGATION LEGEND

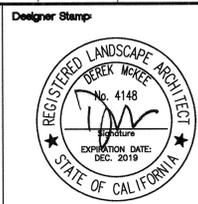
SYM.	ITEM	MANUF. / MODEL NO.	CAT. RAD. / DES. RAD.	GPM	PSI	DTL REF
•	SHRUB BUBBLER	RAIN BIRD: 1401-BUBBLER NOZZLE, 1 PER SHRUB	-	.25	30	(L) D4.1
○	TREE BUBBLER	RAIN BIRD: 1402-BUBBLER ASSY. 4 PER 24" BOX TREE	-	.50	30	(JK) D4.1
⊙	ROTATOR	RAIN BIRD: 1812-SAM-PRS BODY WITH R-VAN-1318 ADJ. NOZZLE	14'/17"	.50-1.42	40	(E) D4.1
○	ROTATOR	RAIN BIRD: 1812-SAM-PRS BODY WITH R-VAN-1314 ADJ. NOZZLE	12'/14"	.31-.92	40	(E) D4.1
●	ROTATOR	RAIN BIRD: 1812-SAM-PRS BODY WITH R-SERIES R13-18F FULL CIRCLE ROTARY NOZZLE	14'/17"	1.85	40	(E) D4.1
⊙	REMOTE CONTROL VALVE	RAIN BIRD PESB-PRS-D SERIES REMOTE CONTROL VALVE WITH PRESSURE REGULATOR, SIZE AS NOTED.				(A) D4.1
⊘	GATE VALVE	NIBCO: 1" - 2" SHALL BE T-113-LF BRONZE GATE VALVE.				(B) D4.1
⊙	QUICK COUPLER VALVE	RAIN BIRD 33-DLRC - 3/4" QUICK COUPLER VALVE IN SOFTSCAPE				(C) D4.1
---	MAINLINE	2", 2-1/2" AND 3", CLASS 200 PVC PIPE WITH SOLVENT WELD FITTINGS, AT 24" COVER				(F) D4.1
---		3/4" LATERAL LINE - SCHEDULE 80 PVC PIPE & SOLVENT WELD FITTINGS, AT 18" MIN. DEPTH. SIZED AS NOTED				(F) D4.1
---		1" LATERAL LINE - SCHEDULE 80 PVC PIPE & SOLVENT WELD FITTINGS, AT 18" MIN. DEPTH. SIZED AS NOTED				(F) D4.1
---		1 1/4" LATERAL LINE - SCHEDULE 80 PVC PIPE & SOLVENT WELD FITTINGS, AT 18" MIN. DEPTH. SIZED AS NOTED				(F) D4.1
---		1 1/2" LATERAL LINE - SCHEDULE 80 PVC PIPE & SOLVENT WELD FITTINGS, AT 18" MIN. DEPTH. SIZED AS NOTED				(F) D4.1
---		IRRIGATION SLEEVE - SCHEDULE 80 PVC, SIZE AS NOTED WITH 30" COVER.				(F) D4.1
⊙		RAIN BIRD ESP-4ME WITH ESPM6 MODULE, CONTROLLER IN LXXMSSPD SERIES STAINLESS STEEL PEDESTAL CABINET.				(D) D4.1
P.O.C.		POINT OF CONNECTION: TIE PROPOSED MAIN LINE TO EXISTING SUPPLY LINE. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING SUPPLY LINE AND WATER PRESSURE. PROVIDE STATIC WATER PRESSURE RATING TO OWNER'S REPRESENTATIVE.				

- ⊙ CONTROLLER STATION NUMBER
- ⊙ APPROX. GPM FLOW THROUGH VALVE
- ⊙ CONTROL VALVE SIZE



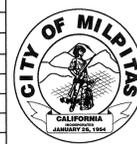
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BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19



Record Drawings	
Designer: _____	Date: _____
Public Works Inspector: _____	Date: _____
Utility/Facility Dept. Head: _____	Date: _____
Project Engineer: _____	Date: _____
Public Improvements Initially Accepted by the City Council on: _____	Ree. No. _____

Revisions			
Num.	Description	Engr. Aprv.	Date



CITY OF MILPITAS
ENGINEERING DIVISION
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

IRRIGATION PLAN
RECOMMENDED FOR BIDDING BY: *[Signature]* DATE: 5/1/19
WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. L8.1
REC. DWG NO. 2-####
SCALE: 1" = 20'-0"
SHEET: 27 OF 87

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Chapter 5 - WATER EFFICIENT LANDSCAPES

Footnotes:

--- (3) ---

Editor's note— Ord. No. 238.4, § 2, adopted December 15, 2015, amended the Code by repealing former Ch. 5, §§ VIII-5-1.01—VIII-5-8.00, and adding a new Ch. 5. Former Ch. 5 pertained to similar subject matter, and derived from Ord. 238, adopted January 5, 1993; Ord. 238.2, adopted August 16, 2005, and Ord. 238.3, adopted August 3, 2010.

Section 1 - General Provisions

VIII-5-1.01 - Findings

The City Council has found:

- A. That the limited supply of City waters are subject to ever increasing demands;
B. That the City's economic prosperity depends on adequate supplies of water;
C. That City policy promotes conservation and efficient use of water;
D. That landscapes provide recreation areas, clean the air and water, prevent erosion, offer fire protection, and replace ecosystems displaced by development; and
E. That landscape design, installation, and maintenance can and should be water efficient.

(Ord. No. 238.4, § 2, 12/15/15)

VIII-5-1.02 - Purpose

- A. Consistent with the findings, the purpose of this Chapter is to:
1. Promote the values and benefits of landscaping practices that integrate and go beyond the conservation and efficient use of water;
2. Establish a structure for designing, installing, and maintaining water efficient landscapes in new construction and rehabilitated projects by encouraging the use of a watershed approach that requires cross-sector collaboration of industry, government and property owners to achieve the many benefits possible;
3. Establish provisions for water management practices and water waste prevention for established landscapes.
4. Insure efficient landscape irrigation water use. This Chapter is applicable to all new project landscapes 500 square feet or greater, and rehabilitated landscapes 2,500 square feet or greater, all common area landscapes in single-family and multi-family subdivisions or planned unit developments, and all existing landscapes one acre or more in size, irrigated with potable water.
B. Landscapes that are planned, designed, installed, managed and maintained with the watershed based approach can improve California's environmental conditions and provide benefits and realize sustainability goals. Such landscapes will make the urban environment resilient in the face of climatic extremes. Consistent with the findings and purpose of this Chapter, conditions in the urban setting will be improved by:
1. Creating the conditions to support life in the soil by reducing compaction, incorporating organic matter that increases water retention, and promoting productive plant growth that leads to more carbon storage, oxygen production, shade, habitat and esthetic benefits;

- 2. Minimizing energy use by reducing irrigation water requirements, reducing reliance on petroleum based fertilizers and pesticides, and planting climate appropriate shade trees in urban areas;
3. Conserving water by capturing and reusing rainwater and graywater wherever possible and selecting climate appropriate plants that need minimal supplemental water after establishment;
4. Protecting air and water quality by reducing power equipment use and landfill disposal trips, selecting recycled and locally sourced materials, and using compost, mulch and efficient irrigation equipment to prevent erosion;
5. Protecting existing habitat and creating new habitat by choosing local native plants, climate adapted non-natives and avoiding invasive plants, utilizing integrated pest management with least toxic methods as the first course of action.

(Ord. No. 238.4, § 2, 12/15/15)

Section 2 - Definitions

VIII-5-2.01 - Definitions

The words used in this Chapter have the meanings set forth below:

- 1. Antidrain valve or check valve: a valve located under a sprinkler head to hold water in the system so it minimizes drainage from the lower elevation sprinkler heads.
2. Application rate: the depth of water applied to a given area, usually measured in inches per hour.
3. Applied water: the portion of water supplied by the irrigation system to the landscape.
4. Automatic irrigation controller: a mechanical or solid state timer, capable of operating valve stations to set the days and length of time of a water application. Automatic irrigation controllers are able to self-adjust and schedule irrigation events using either evapotranspiration (weather based) or soil moisture data.
5. Backflow prevention device: a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.
6. Certified Irrigation Designer: a person certified to design irrigation systems by an accredited academic institution, a professional trade organization or other program such as the U.S. Environmental Protection Agency's WaterSense Irrigation designer certification program and Irrigation Association's Certified Irrigation Designer Program.
7. Certified Landscape Irrigation Auditor (CLIA): a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the U.S. Environmental Protection Agency's WaterSense irrigation auditor certification program and Irrigation Association's Certified Landscape Irrigation Auditor program.
8. Certified or Authorized Professional: a certified irrigation designer, a certified landscape irrigation auditor, a licensed landscape architect or a licensed landscape contractor, or any other person authorized to design a landscape.
9. City of Milpitas (City): the entity that is responsible for adopting and implementing this Chapter. The City is also responsible for enforcement of this Chapter, including but not limited to: approval of a permit and plan check or design review or a project.
10. Compost: the safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.

- 11. Conversion factor (0.62): a number that converts the maximum applied water allowance from inches per acre per year to gallons per square foot per year (1 inch/acre/yr = 0.62 gallons/sf/yr). The conversion factor is calculated as follows:
325,829 gallons/43,560 square feet/12 inches = 0.62
325,829 gallons = 1 acre-foot
43,560 square feet = 1 acre
12 inches = 1 foot
To convert gallons per year to 100 cubic feet per year, another common billing unit for water, divide gallons per year by 748 (748 gallons = 100 cubic feet).
12. Distribution Uniformity: the measure of uniformity or irrigation water over a defined area.
13. Ecological restoration project: a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.
14. Effective precipitation or usable rainfall: the portion of total precipitation that is used by the plants. Precipitation is not a reliable source of water but can contribute to some degree toward the water needs of the landscape. For the purpose of this document, "effective precipitation" is 25 percent of local annual mean precipitation.
15. Emitter: drip irrigation fittings that deliver water slowly from the system to the soil.
16. Established landscape: the point at which plants in the landscape have developed roots into the soil adjacent to the root ball.
17. Establishment period: the first year after installing the plant in the landscape; or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth. Native habitat mitigation areas and trees may need three to five years for establishment.
18. Estimated Total Water Use (ETWU): the total water used for the landscape as described in VIII-5-3.03-A.
19. ET adjustment factor (ETAF): a factor of 0.55 for residential areas and 0.45 for non-residential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency; two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8.
20. Evapotranspiration: the quantity of water evaporated from adjacent soil surfaces and other surfaces and transpired by plants during a specified time.
21. Flow rate: the rate at which water flows through pipes, valves and emission devices (gallons per minute, gallons per hour, or cubic feet per second).
22. Flow sensor: an inline device installed at the supply point of the irrigation system that produces a repeatable signal proportional to flow rate. Flow sensors must be connected to an automatic irrigation controller, or flow monitor/control of flow receiving signals and operating master valves. This combination flow sensor/controller may also function as a landscape water meter or submeter.
23. Friable: a soil condition that is easily crumbled or loosely compacted down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded.
24. Fuel Modification Plan Guideline: guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in a fire hazard severity zone.

- 25. Graywater: untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. "Graywater" includes but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers. Health and Safety Code Section 17922.12.
26. Hardscape: any durable material (pervious or non-pervious).
27. Hydrozone: a portion of the landscaped area having plants with similar water needs and rooting depth. A hydrozone may be irrigated or non-irrigated.
28. Infiltration rate: the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).
29. Invasive Plant Species: species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by county agricultural agencies as noxious species. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.
30. Irrigation Audit: an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association's Landscape Irrigation Auditor Certification program or other U.S. Environmental Protection Agency "Watersense" labeled auditing program.
31. Irrigation efficiency (IE): the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of this Chapter is 0.75 for overhead spray devices and 0.81 for drip systems.
32. Landscape Architect: a person who holds a license to practice landscape architecture in California as further defined by the California Business and Professions Code, Section 5615.
33. Landscape irrigation audit: a process to perform site inspection, evaluate irrigation systems, and develop efficient irrigation schedules.
34. Landscape area: all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g. open spaces and existing native vegetation).
35. Landscape Contractor: a person licensed by the State of California to construct, maintain, repair, install or subcontract the development of landscape systems.
36. Landscape Project: total area of landscape in a project as defined in "landscape area" for the purpose of this Chapter.
37. Landscape Water Meter: an inline device installed at the irrigation supply point that measures the flow of water into the irrigation system and is connected to a totalizer to record water use.
38. Lateral line: the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.
39. Local annual mean precipitation: the Department of Water Resources 20-year historical rainfall data.

- 40. Low Volume Irrigation: the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as a drip, drip lines and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.
41. Main line: the pressurized pipeline that delivers water from the water source to the valve or outlet.
42. Master shut-off valve: an automatic valve installed at the irrigation supply point which controls water flow into the irrigation system. When this valve is closed water will not be supplied to the irrigation system. A master valve will greatly reduce any water loss due to a leaky station valve.
43. Maximum Applied Water Allowance (MAWA): for design purposes, the upper limit of annual applied water to the established landscaped area is specified in VIII-5-3.03-A. It is based upon the area's reference evapotranspiration, the ET Adjustment Factor, and the size of the landscaped area. The Estimated Applied Water Use shall not exceed the Maximum Applied Water Allowance. Special Landscaped Areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0. MAWA = (ETo) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)].
44. Median: an area between opposing lanes of traffic that may be unplanted or planted with trees, shrubs, perennials, and ornamental grasses.
45. Mulch: any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, or decomposed granite left loose and applied to the soil surface to reduce evaporation, suppress weeds, moderate soil temperature, and prevent soil erosion.
46. Native Plant: a plant indigenous to a specific area of consideration. For the purposes of these guidelines, the term shall refer to plants indigenous to the coastal ranges of Central and Northern California, and more specifically to such plants that are suited to the ecology of the present or historic natural community(ies) of the project's vicinity.
47. New Construction: construction of a new building or structure containing a landscape or other new land improvement, such as a park, playground, or greenbelt without an associated building.
48. No-Water Using Plant: a plant species with water needs that are compatible with local climate and soil conditions such that regular supplemental irrigation is not required to sustain the plant after it has become established.
49. Non-Residential Landscape: landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreation areas.
50. Operating pressure: the pressure at which parts of an irrigation system are designed to operate.
51. Overhead Sprinkler Irrigation System: System that delivers water through the air (e.g. spray heads and rotors).
52. Overspray: the water which is delivered beyond the landscaped area, wetting pavements, walks, structures, or other non-landscaped areas.
53. Parkway: the area between a sidewalk and the curb or traffic lane. It may be planted or unplanted, and with or without pedestrian egress.
54. Permit: an authorizing document issued by the City of Milpitas for a new construction or rehabilitated landscape.
55. Pervious: any surface or material that allows the passage of water through the material and into the underlying soil.
56. Plant factor: a factor that when multiplied by reference evapotranspiration, estimates the amount of water needed by plants. For purposes of this Chapter, the plant factor range for very low water use plants is 0 to 0.1, the plant factor for low water-using plants range from 0.1 to 0.3,

- the plant factor range for moderate water-using plants is 0.4 to 0.6, and the plant factor range for high water use plants the range is 0.7 to 1.0. Plant factors cited in this Chapter are derived from the publication "Water Use Classification of Landscape Species." Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources (DWR).
57. Project Applicant: the individual or entity submitting a Landscape Documentation Package required by the Milpitas Municipal Code, Title VIII, Chapter 5, to request a permit, plan check or design review from the City or requesting new or expanded water service from the City. The project applicant may be the property owner or his/her designee.
58. Rain sensor or rain sensing device: a system which automatically shuts off the irrigation system when it rains.
59. Record drawing or as-builts: a set of reproducible drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.
60. Recreational area: areas, excluding private single family residential areas, designated for active play, recreation, or public assembly in parks, sports fields, picnic grounds, amphitheaters, or golf course tees, fairways, roughs, surrounds, and greens.
61. Recycled water, reclaimed water, or treated sewage effluent water: treated or recycled wastewater of a quality suitable for non-potable uses such as landscape irrigation; not intended for human consumption.
62. Reference evapotranspiration (ETo): a standard measurement of environment parameter which affect the water use of plants. ETo is given in inches per day, month, or year as represented in VIII-5-6 and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis in determining the Maximum Applied Water Allowance so that regional differences in climate can be accommodated.
63. Rehabilitated landscape: any re-landscaping project that requires a permit, plan check, or design review, meets the requirements in VIII-5-3.01, and the modified landscape area is equal to or greater than 2,500 square feet.
64. Residential Landscape: landscapes surrounding single or multifamily homes.
65. Runoff: water which is not absorbed by the soil or landscape to which it is applied and flows from the area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a severe slope.
66. Soil moisture sensing device: a device that measures the amount of water in the soil.
67. Soil texture: the classification of soil based on the percentage of sand, silt, and clay in the soil.
68. Special Landscape Area (SLA): an area of the landscape dedicated solely to edible plants, recreational areas, areas irrigated with recycled water, or water features using recycled water.
69. Sprinkler head or spray head: a device which sprays water through a nozzle.
70. Static water pressure: the pipeline or municipal water supply pressure when water is not flowing.
71. Station: an area served by one valve or by a set of valves that operate simultaneously.
72. Submeter: a metering device to measure water applied to the landscape that is installed after the primary utility water meter.
73. Turf: a surface layer of earth containing mowed grass with its root. Annual bluegrass, Kentucky bluegrass, perennial ryegrass, red fescue, and tall fescue are cool-season grasses. Bermuda grass, Kikuyu grass, Seashore paspalum, St. Augustine grass, Zoysia grass, and Buffalo grass are warm-season grasses.

- 74. Valve: a device used control the flow of water in the irrigation system.
75. Water Feature: a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculated.
76. Watering window: the time of day irrigation is allowed.
77. WUCOLS: means the Water Use Classification of Landscape Species published by the University of California Cooperative Extension, the Department of Water Resources 2014.

(Ord. No. 238.4, § 2, 12/15/15)

Section 3 - Provisions for New or Rehabilitated Landscapes

VIII-5-3.01 - Applicability

- A. Except as provided in VIII-5-3.01-E, below, this Chapter shall apply to:
1. All new construction projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check or design review;
2. All proposed rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check or design review;
3. All existing landscapes limited to Section 4, Provision for Existing Landscapes, VIII-5-4;
4. All cemeteries. Recognizing the special landscape management needs of cemeteries, new and rehabilitated cemeteries are limited to Sections VIII-5-3.03-A, VIII-5-3.03-F, and VIII-5-3.03-G and existing cemeteries are limited to Section 4, Provision for Existing Landscapes, VIII-5-4.
B. Projects subject to this Section shall conform to the provisions in this Chapter.
C. Any project with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this Chapter or conform to the prescriptive measures contained in Section 7, Prescriptive Compliance Option.
D. For projects using treated or untreated graywater or rainwater captured on site, any lot or parcel within the project that has less than 2,500 square feet of landscape and meets the lot or parcel's landscape water requirement (Estimated Total Water Use) entirely with treated or untreated graywater or through stored rainwater captured on site is subject only to VIII-7.01-B-5.
E. This Chapter shall not apply to:
1. registered local, State or federal historical sites;
2. ecological restoration projects that do not require a permanent irrigation system;
3. mined-land reclamation projects that do not require a permanent irrigation system; or
4. existing plant collections, as part of botanical gardens and arboreta open to the public.

(Ord. No. 238.4, § 2, 12/15/15)

- VIII-5-3.02 - Landscape Documentation Package
A. A copy of the landscape documentation package conforming to this Chapter shall be submitted to the City Engineer or his or her designee. No permit shall be issued until the City reviews and approves the landscape documentation package.
B. A copy of the approved landscape documentation package shall be provided to the property owner or site manager along with the record drawings and any other information normally forwarded to the property owner or site manager.
C. The landscape documentation package shall include the following elements, which are described in VIII-5-3.03 and 5.01:
1. Water Efficient Landscape Worksheet;
2. Soil Management Report;
3. Landscape Design Plan;
4. Irrigation Design Plan;
5. Effective Precipitation Disclosure Statement;
6. Certificate of Completion;
7. Landscape and Irrigation Maintenance Schedules;
8. Irrigation Audit Report.

(Ord. No. 238.4, § 2, 12/15/15)

VIII-5-3.03 - Elements of Landscape Documentation Package

- A. Water Efficient Landscape Worksheet
1. A project applicant shall complete the Water Efficient Landscape Worksheet shown on the following page, which contains information on the plant factor, irrigation method, irrigation efficiency, and area associated with each hydrozone. Calculations are then made to show that the evapotranspiration adjustment factor (ETAF) for the landscape project does not exceed a factor of 0.55 for residential areas and 0.45 for non-residential areas, exclusive of Special Landscape Areas. The ETAF for a landscape project is based on the plant factors and irrigation methods selected. The Maximum Applied Water Allowance is calculated based on the maximum ETAF allowed (0.55 for residential areas and 0.45 for non-residential areas) and expressed as annual gallons required. The Estimated Total Water Use (ETWU) is calculated based on the plants used and irrigation method selected for the landscape design. ETWU must be below the MAWA.
2. In calculating the Maximum Applied Water Allowance and Estimated Total Water Use, a project applicant shall use the ETo values from the Reference Evapotranspiration Table in Section 6.
3. Water budget calculations shall adhere to the following requirements:
a. Water Budget Calculations must be completed by a certified or authorized professional.
b. The plant factor used shall be from WUCOLS or from horticultural researchers with academic institutions or professional associations as approved by the California Department of Water Resources (DWR). The plant factor ranges from 0.0 to 0.1 for very low water using plants, 0.1 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.
c. All water features shall be included in the high water use hydrozone and temporarily irrigated areas shall be included in the low hydrozone.



Record Drawings

Designer: [Signature] Date:
Public Works Inspector: Date:
Utility/Facility Dept. Head: Date:
Project Engineer: Date:
Public Improvements Initially Accepted by the City Council on: Res. No.

Drawn By: RK/JJ Date: 04/26/19

Checked By: DM Date: 04/26/19

Designed By: CS Date: 04/26/19

Revisions

Table with 4 columns: Num., Description, Engr. Appr., Date. Row 1: 1, [Blank], [Blank], [Blank]



CITY OF MILPITAS ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS PROJECT NO. 5111, 3424 AND 6133

WATER EFFICIENT LANDSCAPE

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/11/19
WooJae Kim, P.E., CIP Manager

Table with 2 columns: Field, Value. PROJECT NO. 5111, 3424 & 6133; DRAWING NO. L9.1; REC. DWG NO. 2-####; SCALE: AS NOTED; SHEET: 28 OF 87

- d. All Special Landscape Areas (SLA) shall be identified and their water use calculated as shown on the Water Efficient Landscape Worksheet.
- e. The referenced evapotranspiration adjustment factor (ETAF) for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.

WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the project applicant and it is a required element of the Landscape Documentation Package.
Reference Evapotranspiration (ETo) 45.3

Hydrozone #/Planting Description ^a	Plant Factor (PF)	Irrigation Method ^b	Irrigation Efficiency (IE) ^c	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU) ^e
Regular Landscape Areas							
Valve #1 - Sod (No Mow)	L-0.2	Spray	.75	0.267	2,063	550.13	15,451.04
Valve #2 - Sod (No Mow)	L-0.2	Spray	.75	0.267	2,182	581.87	16,342.31
Valve #3 - Sod (No Mow)	L-0.2	Spray	.75	0.267	2,839	757.07	21,262.97
Valve #4 - Trees	M-0.6	Bubblers	.81	0.741	45	33.33	996.20
Valve #5 - Sod (No Mow)	L-0.2	Spray	.75	0.267	1,705	454.67	12,769.77
Valve #6 - Sod (No Mow)	L-0.2	Spray	.75	0.267	1,662	443.20	12,447.72
Valve #7 - Shrubs	L-0.2	Bubblers	.81	0.247	1,061	261.98	7,357.84
Valve #8 - Shrubs	L-0.2	Spray	.75	0.267	1,314	350.40	9,841.33
Totals					(A) 12,871	(B) 3,432.64	96,409.18
Special Landscape Areas							
	n/a	n/a	n/a	1			
Totals					(C) 0	(D) 0	

ETWU Total	96,409.18
Maximum Allowed Water Allowance (MAWA) ^a	162,673

^a Hydrozone #/Planting Description, E.g.

- front lawn
- low water use plantings
- medium water use planting

^b Irrigation Method. Overhead spray or drip

^c Irrigation Efficiency. 0.75 for spray head, 0.81 for drip

^d ETWU (Annual Gallons Required) = ETo x 0.62 x ETAF x Area where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

^e MAWA (Annual Gallons Allowed) = (ETo)(0.62)[(ETAF x LA) + ((1-ETAF) x SLA)] where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year. LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is 0.55 for residential areas and 0.45 for non-residential areas.

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B) 3,432.64
Total Area	(A) 12,871.00
Average ETAF	B ÷ A 3,432.64 / 12,871 = 0.26

All Landscape Areas

Total ETAF x Area	(B + D) 3,432.64 + 0 = 3,432.64
Total Area	(A + C) 12,871 + 0 = 12,871
Sitewide ETAF	(B + D) ÷ (A + C) 3,432.64 / 12,871 = 0.26

- d. A minimum three-inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding application where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, up to five percent of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
- e. Stabilizing mulching products shall be used on slopes that meet current engineering standards.
- f. The mulching portion of the seed/mulch slurry in hydro-seeded applications shall meet the mulching requirement.
- g. Organic mulch materials made from recycled or post-consumer shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local Fuel Modification Plan Guidelines or other applicable local ordinances.
- 4. Landscape Design Plan Specifications. The landscape design plan shall be drawn on project base sheets at a scale that accurately and clearly identifies:
 - a. Delineation and labels for each hydrozone by number, letter, or other method;
 - b. Designation of hydrozones, identifying each as low-, moderate-, high-water, or mixed use;
 - c. Recreational areas;
 - d. Areas permanently and solely dedicated to edible plants;
 - e. Areas irrigated with recycled water;
 - f. Soil amendments, type, and quantity;
 - g. Hardscapes (pervious and non-pervious);
 - h. Landscape materials, trees, shrubs, ground cover, turf, and other vegetation. Planting symbols shall be clearly drawn and plants labeled by botanical name, common name, container size, spacing, and quantities of each group of plants indicated;
 - i. Property lines and street names;
 - j. Streets, driveways, walkways, paved areas, and any other pervious and non-pervious hardscapes;
 - k. Pools, ponds, water features, fences, and retaining walls. Identify the type and surface area of water features;
 - l. Existing and proposed buildings and structures including elevation if applicable;
 - m. Natural features including, but not limited to, rock outcroppings, existing trees, shrubs that will remain;
 - n. Tree staking, plant installation, soil preparation details, and any other applicable planting and installation details;
 - o. A calculation of the total landscaped area;
 - p. Type of mulch and application depth;
 - q. Location, installation details, and 24-hour retention or infiltration capacity of any applicable stormwater best management practices that encourage on-site retention and infiltration of stormwater. Project applicants shall refer to the City of Milpitas or Regional Water Quality Control Board for information on any applicable stormwater technical requirements;
 - r. Any applicable rain harvesting or catchment technologies;
 - s. Any applicable graywater discharge piping, system components and area(s) of distribution;

- t. And contains the following statement: "I have complied with the criteria of the ordinance and applied them for the efficient use of water in the landscape design plan";
- u. And bears the signature of a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape.
- D. Irrigation Design Plan. This Section applies to landscaped areas requiring permanent irrigation, not areas that require temporary irrigation solely for the plant establishment period. The irrigation design portion shall be prepared by, and bear the signature of a licensed landscape architect, certified irrigation designer, licensed landscape contractor, or that of a certified or authorized professional. An irrigation design plan meeting the following conditions shall be submitted as part of the Landscape Documentation Package.
 - System
 - a. Runoff and Overspray. Soil types and infiltration rate shall be considered when designing irrigation systems. All irrigation systems shall be designed to minimize runoff, low head drainage, overspray, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, or structures. Proper irrigation equipment and schedules, including features such as repeat cycles, shall be used to closely match application rates to infiltration rates, therefore, minimizing runoff. Low volume irrigation (less than 0.75 inches per hour) is required in mulched areas, in areas with slopes greater than 25 percent, and within 24-inches of a non-permeable surface, or in areas that are less than ten feet wide in any direction.
 - b. Equipment. Location, type and size of all components of the irrigation system shall be noted.
 - c. Water meters. Landscape water meters, defined as dedicated water service meters, shall be installed for all non-residential irrigated landscapes of 1,000 square feet or greater and residential (including single family) irrigated landscapes of 2,500 square feet or greater. A privately owned meter or submeter is only allowed upon approval of the City Engineer.
 - d. Controllers. Automatic irrigation control systems utilizing either evapotranspiration or soil moisture sensor data using non-volatile memory shall be required for all irrigation systems and must be able to accommodate all aspects of the design.
 - e. Valves. Plants which require different amounts of water shall be irrigated by separate valves. Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use. Where feasible, trees shall be placed on separate valves from shrubs, groundcover and turf. Antidrain (check) valves shall be installed in strategic points to minimize or prevent low-head drainage.
 - f. Sprinkler heads. Heads and emitters shall have consistent application rates within each control valve circuit. Sprinkler heads shall be selected for proper area coverage, application rate, operating pressure, adjustment capability, and ease of maintenance.
 - g. Sensors (rain, freeze, wind, etc.). Either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions, shall be required on all irrigation systems.
 - h. Soil Moisture Sensing Devices. It is recommended that soil moisture sensing devices be considered where appropriate.
 - i. Backflow Prevention Assemblies. Backflow protection shall be in accordance with Chapter 3, Title VIII of the Milpitas Municipal Code which establishes backflow prevention and cross-connection control.
 - j. Pressure Regulating Devices. If the water pressure is below or exceeds the recommended pressure of the specified irrigation devices, the installation of a pressure regulating device is required to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.

B. Soil Management Report

- In order to reduce runoff and encourage healthy plant growth, a soil management report shall be completed by the project applicant, or his/her designee, as follows:
 - Submit soil samples to a laboratory for analysis and recommendations.
 - Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.
 - The soil analysis shall include:
 - soil texture;
 - infiltration rate determined by laboratory test or soil texture infiltration rate table;
 - pH;
 - total soluble salts;
 - sodium;
 - percent organic matter; and
 - recommendations.
- In projects with multiple landscape installations (i.e. production home developments) a soil sampling rate of one in seven lots or approximately 15 percent will satisfy this requirement. Large landscape projects shall sample at a rate equivalent to one in seven lots.
- The project applicant, or his/her designee, shall comply with one of the following:
 - If significant mass grading is not planned, the soil analysis report shall be submitted to the City as part of the Landscape Documentation Package; or
 - If significant mass grading is planned, the soil analysis report shall be submitted to the City as part of the Certificate of Completion.
- The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.
- The project applicant, or his/her designee, shall submit documentation verifying implementation of soil analysis report recommendations to the City with Certificate of Completion.
- Landscape Design Plan. The components of the Landscape Design Plan shall be prepared by, and bear the signature of a licensed landscape architect, licensed landscape contractor, or that of a certified or authorized professional. A landscape design plan meeting the following requirements shall be submitted as part of the landscape documentation package.
 - Plant Material
 - Any plant may be selected for the landscape, providing the Estimated Total Water Use in the landscape area does not exceed the Maximum Applied Water Allowance. Methods to achieve water efficiency shall include one or more of the following:
 - protection and preservation of native species and natural vegetation;
 - selection of water-conserving plant, tree and turf species, especially local native plants;
 - selection of plants based on local climate suitability, disease and pest resistance;
 - selection of plants based on applicable local tree ordinances or tree shading guidelines, and size maturity as appropriate for the planting area; and
 - selection of plants from local and regional landscape program plant lists;

- vi. selection of plants from local Fuel Modification Plan Guidelines.
 - Each hydrozone shall have plant materials with similar water use, with the exception of hydrozones with plants of mixed water use, as specified in VIII-5-3.03-D(3)(d).
 - Plants shall be selected appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the site. Protection and preservation of native species and natural areas is encouraged. The planting of trees is encouraged wherever it is consistent with the other provisions of this Chapter. Methods to achieve water efficiency shall include one or more of the following:
 - use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;
 - recognize the horizontal attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure (e.g., buildings, sidewalks, power lines); allow for adequate soil volume for healthy root growth; and
 - consider the solar orientation for plant placement to maximize summer shade and winter solar gain.
 - Turf is not allowed on slopes greater than 25 percent where the toe of the slope is adjacent to an impermeable hardscape and where 25 percent means one foot of vertical elevation change for every four feet of horizontal length (rise divided by run x 100 = slope percent).
 - High water use plants, characterized by a plant factor of 0.7 to 1.0, are prohibited in street medians.
 - A landscape design plan for projects in fire-prone areas shall address fire safety and prevention. A defensible space or zone around a building or structure is required per Public Resources Code Section 4291(a) and (b). Avoid fire prone plant materials and highly flammable mulches. Refer to the local Fuel Modification Plan guidelines.
 - The use of invasive plant species, such as those listed by the California Invasive Plant Council, is strongly discouraged.
 - The architectural guidelines of a common interest development shall not prohibit or include conditions that have the effect of prohibiting the use of low- and/or no-water use plants as a group.
- Water Features
 - Re-circulating water shall be used for decorative water features.
 - Where available, recycled water shall be used as a source for decorative water features.
 - Pool and spa covers are required.
 - Surface area of a water feature shall be included in the high water use hydrozone area of the water budget calculation.
 - Soil Preparation, Mulch and Amendments
 - Prior to the planting of any materials, compacted soils shall be transformed to a friable condition. On engineered slopes, only amended planting holes need meet this requirement.
 - Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for the plants selected (see VIII-5-3.03-B).
 - For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six inches into the soil. Soils with greater than six percent organic matter in the top six inches of soil are exempt from adding compost and tilling.

- The irrigation plan shall accurately and clearly identify:
- Location and size of separate water meters for the landscape.
 - Location, type, and size of all components of the irrigation system, including automatic irrigation controllers, main and lateral lines, valves, sprinkler heads, pressure regulators, moisture sensing devices, rain switches, quick couplers, and backflow prevention devices.
 - Static water pressure at the point of connection to the public water supply.
 - Flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (psi) for each station.
 - Recycled water irrigation systems as specified in the VIII-5-3.03I
 - The following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the irrigation design plan"; and
 - The signature of a licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized to design an irrigation system.
- Hydrozone
 - Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.
 - Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within the hydrozone.
 - Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf to facilitate the appropriate irrigation of trees. The mature size and extent of the root zone shall be considered when designing irrigation for the tree.
 - Individual hydrozones that mix plants of moderate and low water use, or moderate and high water use, may be allowed if:
 - plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or
 - the plant factor of the higher water using plant is used for the calculations.
 - Individual hydrozones that mix high and low water use plants shall not be permitted.
 - On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve, and assign a number to each valve. Use this valve number in the Hydrozone Information Table on the Water Efficient Landscape Worksheet.
 - Irrigation Schedules. Irrigation schedules satisfying the following conditions shall be submitted as part of the Landscape Documentation Package. The irrigation schedule shall:
 - include run time (in minutes per cycle), suggested number of cycles per day, and frequency of irrigation for each station; and
 - provide the amount of applied water (in hundred cubic feet, gallons, or in whatever billing units the local water supplier uses) recommended on a monthly and annual basis.
 - With the exception of testing, maintenance, and audits, and unless superseded by VIII-6, the landscape irrigation shall be scheduled during non-daylight hours, 8:00 p.m. to 10:00 a.m., unless unfavorable weather prevents it or otherwise renders it unnecessary.
- E. Certificate of Completion. The Certificate of Completion, Parts 1-6, shall be submitted to the City and to the Owner of Record. The City shall receive the signed Certificate and approve or deny the Certificate of Completion.

ALL FEES, PERMITS, ARRANGEMENTS, AND PLANS REQUIRED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF VERDE DESIGN, INC. AND WERE CREATED, DEVELOPED, AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH FEES, PERMITS, ARRANGEMENTS, AND PLANS SHALL BE USED, REPRODUCED, OR PUBLISHED BY ANY METHOD, IN WHOLE OR IN PART, OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION, FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF VERDE DESIGN, INC.



**LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORT PLANNING & DESIGN**

2455 The Alameda
Santa Clara, CA 95050
tel: 408.985.7200
fax: 408.985.7260
www.VerdeDesignInc.com



Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council or: _____
Res. No. _____

Drawn By: RK/JJ Date: 04/26/19
Checked By: DM Date: 04/26/19
Designed By: CS Date: 04/26/19

Revisions

Num.	Description	Engr. Aprv.	Date
1			



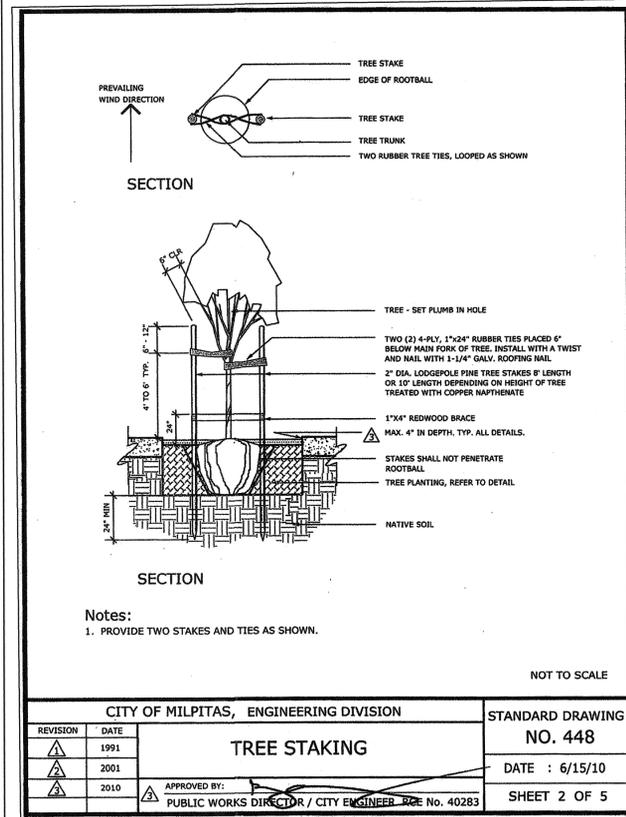
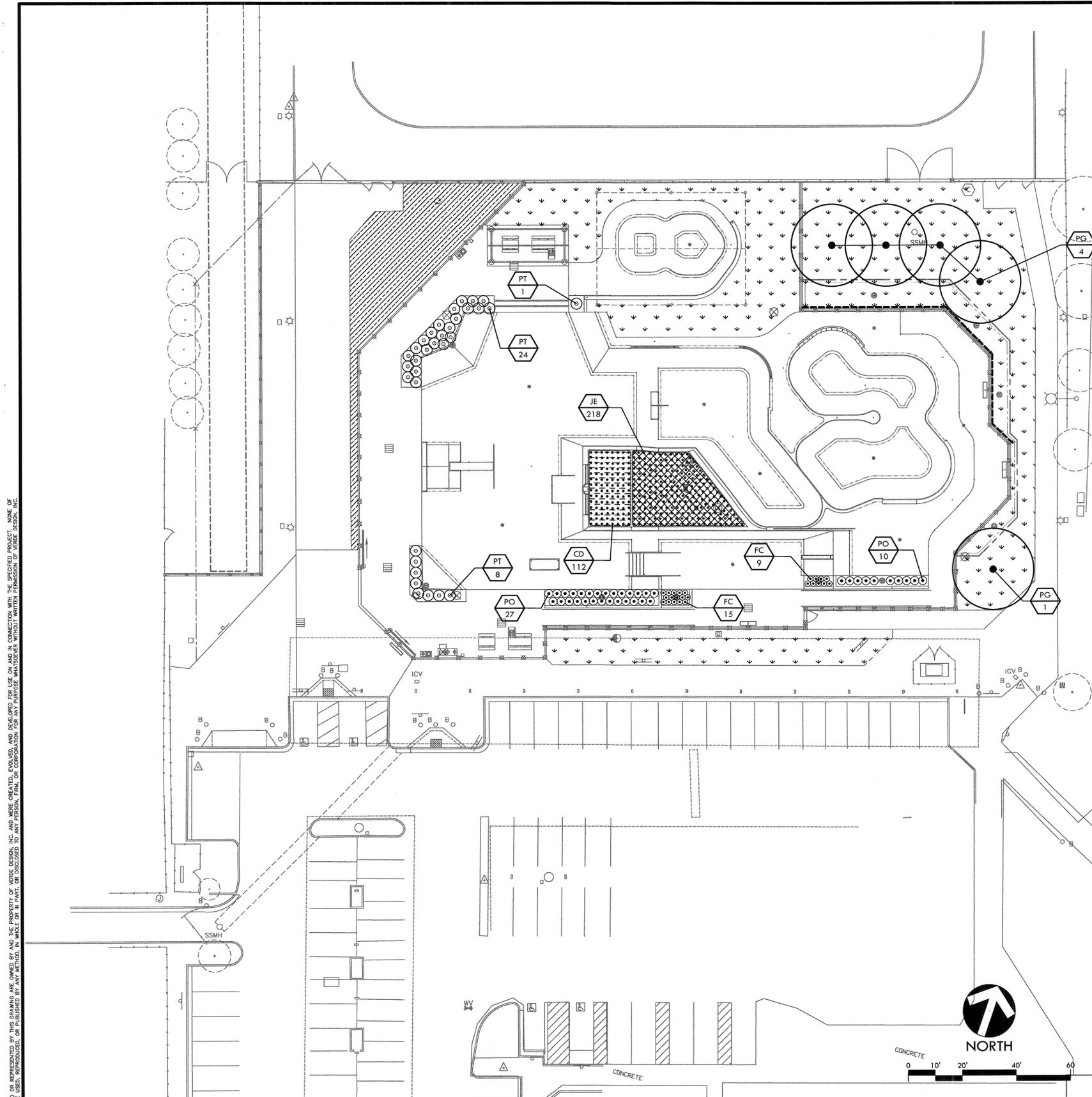
**CITY OF MILPITAS
ENGINEERING DIVISION**

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

WATER EFFICIENT LANDSCAPE

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
WooJae Kim, P.E., CIP Manager

PROJECT NO.
5111, 3424 & 6133
DRAWING NO.
L9.2
REC. DWG NO.
2-##
SCALE:
AS NOTED
SHEET: 29 OF 87



A TREE STAKING NTS

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING NO. 448	
TREE STAKING		DATE : 6/15/10	
APPROVED BY: PUBLIC WORKS DIRECTOR / CITY ENGINEER - SEE No. 40283		SHEET 2 OF 5	

- ### PLANTING NOTES
- CONTRACTOR SHALL PROTECT AND MAINTAIN ALL PLANT MATERIAL FROM TIME OF DELIVERY TO TIME OF FINAL ACCEPTANCE. OWNER SHALL NOT BE RESPONSIBLE FOR LOSSES DUE TO VANDALISM, THEFT OR SEVERE WEATHER.
 - CONTRACTOR SHALL PLACE PLANT MATERIALS SO THEY DO NOT INTERFERE WITH IRRIGATION SYSTEM OR INHIBIT REQUIRED COVERAGE. PLANT LOCATIONS MAY BE ADJUSTED AS LONG AS DESIGN INTENT IS NOT COMPROMISED. CONTRACTOR SHALL SET OUT PLANT MATERIAL AS PER PLAN AND RECEIVE ACCEPTANCE FROM OWNER'S REPRESENTATIVE WITH RESPECT TO PLANT HEALTH AND LOCATION PRIOR TO INSTALLATION. CONTRACTOR SHALL GIVE MINIMUM 2 WORKING DAYS NOTICE FOR OBSERVATION AND SHALL HAVE ALL PLANT MATERIAL IN SPECIFIED LOCATIONS FOR REVIEW AT ONE TIME. CONTRACTOR SHALL REPLACE ANY MATERIAL AS REQUESTED BY OWNER'S REPRESENTATIVE.
 - ALL PLANTING AREAS, WITH THE EXCEPTION OF THE BIOFILTRATION AREA, TO RECEIVE SOIL AMENDMENTS AND SOIL PREPARATION PER SPECIFICATIONS UNLESS OTHERWISE NOTED.
 - THE CITY WILL BE WORKING IN THE PROJECT AREA AND REMOVING, RELOCATING AND REINSTALLING TEMPORARY FENCE SECTIONS AS NECESSARY FOR THE ANNUAL 4TH OF JULY EVENT. REMOVAL AND RELOCATING APPROXIMATELY 1 WEEK BEFORE THE 4TH OF JULY AND REPLACEMENT APPROXIMATELY 1 WEEK AFTER THE 4TH OF JULY.
 - CONTRACTOR SHALL COORDINATE WITH THE CITY, THE ADJUSTMENT OF THEIR TEMPORARY FENCING, LAYDOWN AREA, AND ALL OTHER SITE CONSTRUCTION OBSTRUCTIONS, AS NECESSARY TO MAINTAIN CLEAR VEHICULAR AND PEDESTRIAN ACCESS FOR THE CITY'S ANNUAL 4TH OF JULY FIREWORKS CELEBRATION, AT NO ADDITIONAL COST TO THE CITY. THE CONTRACTOR SHALL WORK WITH THE CITY TO DETERMINE THE LOCATION OF ADJUSTED FENCING AND THE DURATION OF THE ACCESS NEEDS.

PLANTING LEGEND

SYM	QTY	SIZE	BOTANICAL/COMMON NAME	WUCOLS PLANT FACTOR	SPACING/ COMMENTS	DTL REF
TREES						
PG	5	24" BOX	PODOCARPUS 'GRACILIOR' FERN PINE	M	PER PLAN	(D4.1)
SHRUBS						
FC	24	1 GAL.	FESTUCA CALIFORNICA CALIFORNIA FESCUE	L	2' O.C.	(D4.1)
PO	38	1 GAL.	PENNISETUM SETACEUM FOUNTAIN GRASS	L	4' O.C.	(D4.1)
PT	34	1 GAL.	PHORMIUM TENAX 'MAORI QUEEN' DWARF NEW ZEALAND FLAX	L	4' O.C.	(D4.1)
	112	1 GAL.	CAREX DIVULSA (CD) BERKELEY SEDGE	L	2' O.C.	(D4.1)
	218	1 GAL.	JUNCUS PATENS (JP) COMMON RUSH	L	2' O.C.	(D4.1)
TURF / MULCH						
			SOD - NATIVE BENT GRASS, REFER TO SPECIFICATIONS	L	ROLLS	
			INSTALL EXISTING MULCH FROM THE STOCKPILE OF EXISTING MULCH. REFER TO EGRESS ANALYSIS PLAN, SHEET CO.4 FOR MULCH INSTALLATION AREAS AND SPECIFICATIONS.			
MISCELLANEOUS						
			ROOT BARRIER - REFER TO SPECIFICATIONS			

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VERDE DESIGN
 LANDSCAPE ARCHITECTURE
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 2455 The Alameda
 Santa Clara, CA 95050
 tel: 408.985.7200
 fax: 408.985.7260
 www.VerdeDesigninc.com

Designer Stamp

Record Drawings

Designer: _____ Date: _____
 Public Works Inspector: _____ Date: _____
 Utility/Facility Dept. Head: _____ Date: _____
 Project Engineer: _____ Date: _____
 Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

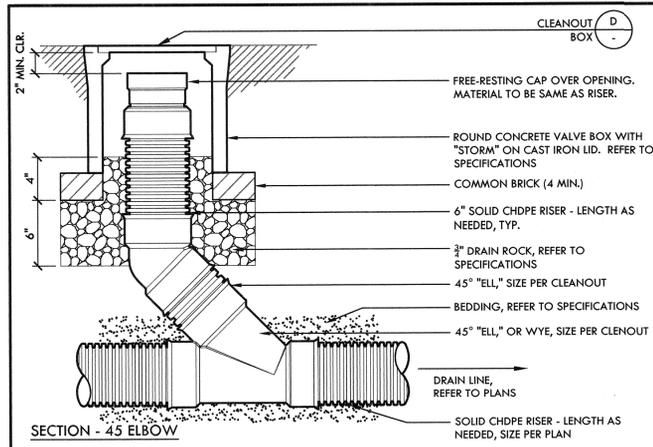
Drawn By: RK/JJ Date: 04/26/19
 Checked By: DM Date: 04/26/19
 Designed By: CS Date: 04/26/19

Revisions			
Num.	Description	Engr. Appr.	Date

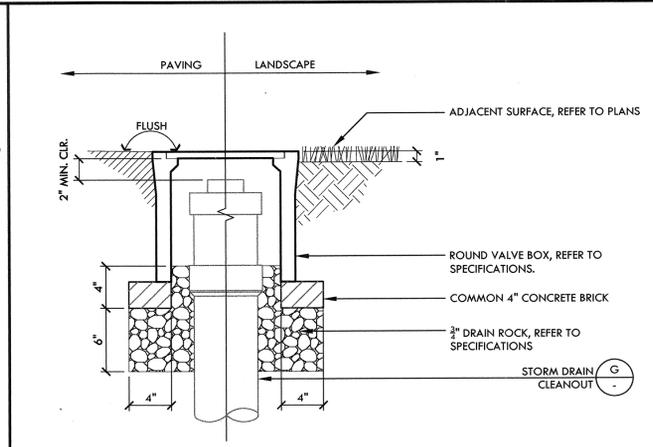


CITY OF MILPITAS
 ENGINEERING DIVISION
 MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133
PLANTING PLAN
 RECOMMENDED FOR BIDDING BY: DATE: 5/21/19
 WooJae Kim, P.E., CIP Manager

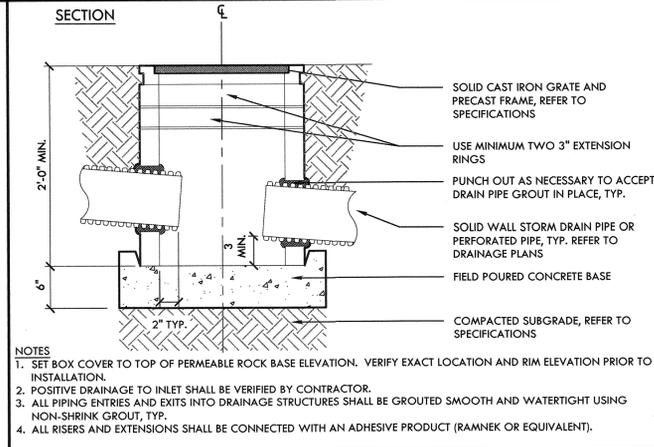
PROJECT NO. 5111, 3424 & 6133
DRAWING NO. L10.1
REC. DWG. NO. 2-####
SCALE: 1" = 20'-0"
SHEET: 31 OF 87



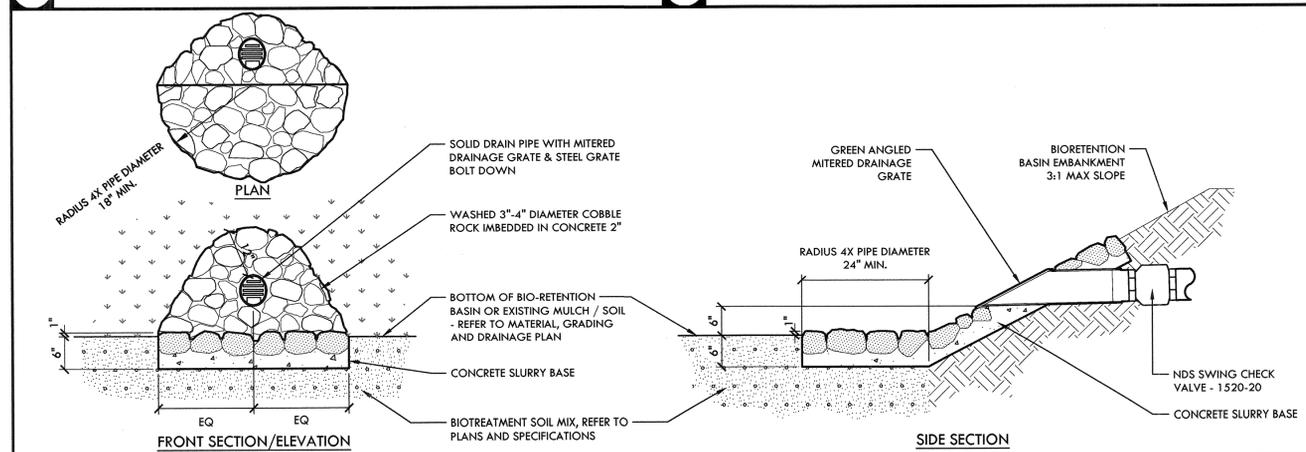
G STORM DRAIN CLEANOUT NTS



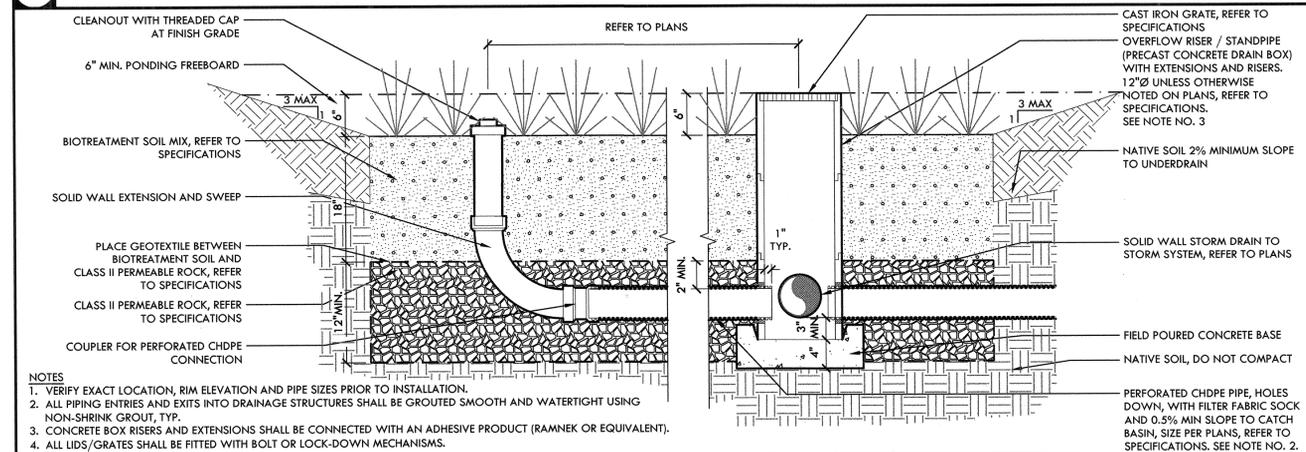
D CLEANOUT BOX NTS



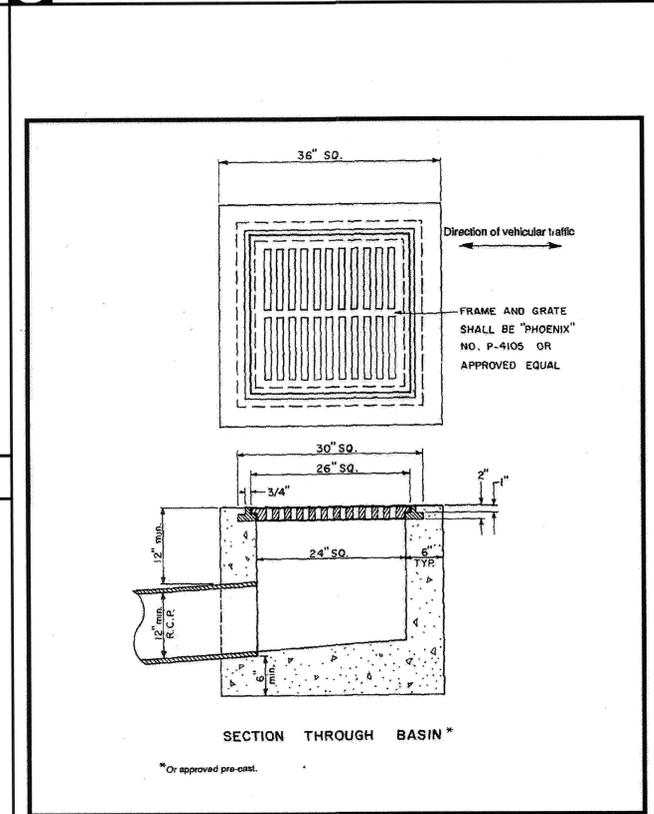
C JUNCTION BOX NTS



F COBBLE ENERGY DISSIPATOR NTS



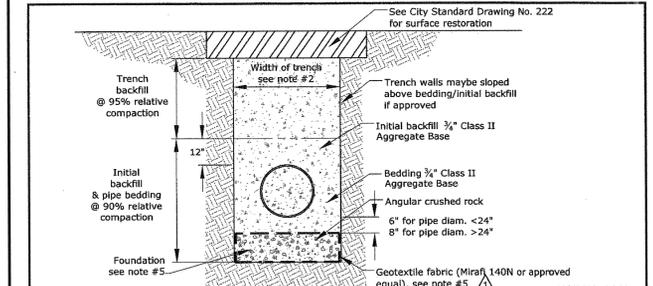
E CROSS SECTION OF BIORETENTION AREA NTS



B CATCH BASIN NTS

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING NO. 220
REVISION	DATE	DATE : 11/09/16
1	2016	SHEET 2 OF 2

TRENCH CONSTRUCTION
APPROVED BY: [Signature] PUBLIC WORKS DIRECTOR / CITY ENGINEER



A TRENCH CONSTRUCTION NTS

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING NO. 464
REVISION	DATE	DATE : 6/15/10
1	1997	SHEET 1 OF 1
2	2001	
3	2010	

FLAT GRATE STORM INLET
APPROVED BY: [Signature] PUBLIC WORKS DIRECTOR / CITY ENGINEER

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING NO. 220
REVISION	DATE	DATE : 11/09/16
1	2016	SHEET 1 OF 2

TRENCH CONSTRUCTION
APPROVED BY: [Signature] PUBLIC WORKS DIRECTOR / CITY ENGINEER

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING NO. 220
REVISION	DATE	DATE : 11/09/16
1	2016	SHEET 1 OF 2

CROSS SECTION OF BIORETENTION AREA
APPROVED BY: [Signature] PUBLIC WORKS DIRECTOR / CITY ENGINEER

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING NO. 464
REVISION	DATE	DATE : 6/15/10
1	1997	SHEET 1 OF 1
2	2001	
3	2010	

FLAT GRATE STORM INLET
APPROVED BY: [Signature] PUBLIC WORKS DIRECTOR / CITY ENGINEER

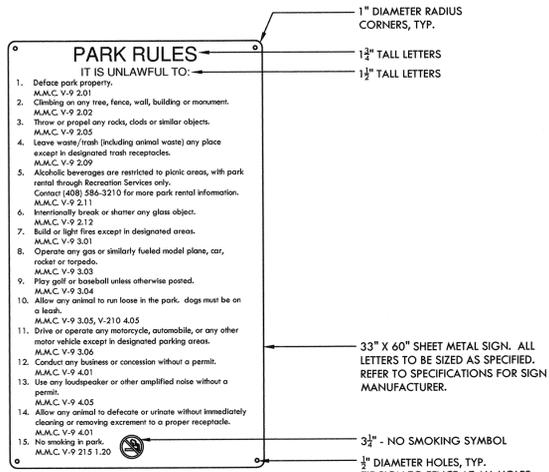
DESIGNER STAMP: VERDE DESIGN, LANDSCAPE ARCHITECTURE CIVIL ENGINEERING SPORT PLANNING & DESIGN, 2455 The Alameda, Santa Clara, CA 95050, tel: 408.985.7200, fax: 408.985.7260, www.VerdeDesignInc.com

RECORD DRAWINGS: Designer: [Blank], Date: [Blank], Public Works Inspector: [Blank], Date: [Blank], Utility/Facility Dept. Head: [Blank], Date: [Blank], Project Engineer: [Blank], Date: [Blank], Public Improvements Initially Accepted by the City Council on: [Blank], Res. No.: [Blank]

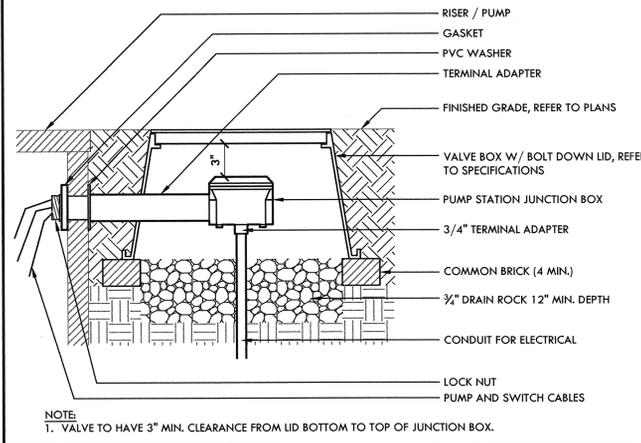
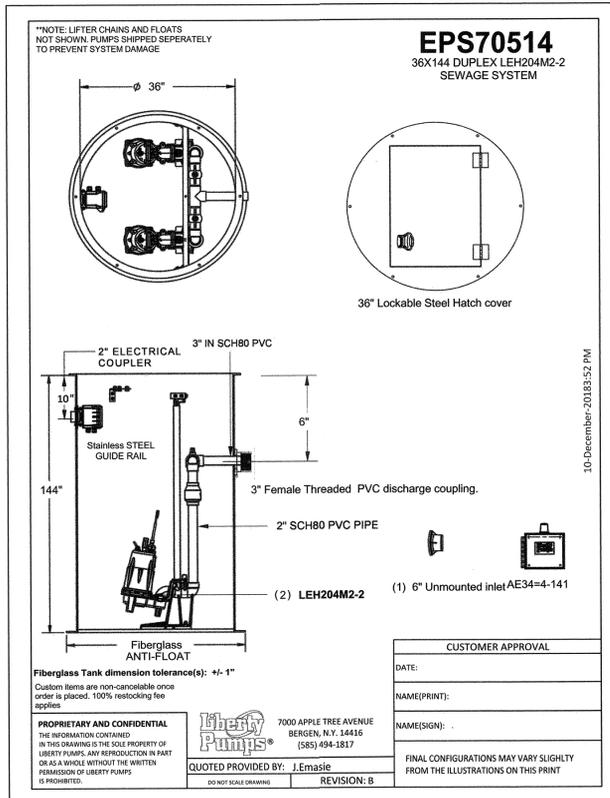
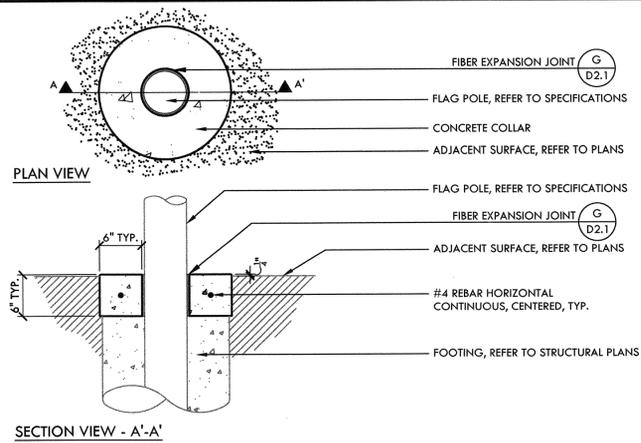
Num.	Description	Engr. Appr.	Date
1			
2			
3			

CITY OF MILPITAS ENGINEERING DIVISION
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133
DRAINAGE AND UTILITY DETAILS
RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/14
WooJae Kim, P.E., CIP Manager

CITY OF MILPITAS ENGINEERING DIVISION
PROJECT NO. 5111, 3424 & 6133
DRAWING NO. D1.1
REC. DWG NO. 2-###
SCALE: AS NOTED
SHEET: 32 OF 87



NOTE:
1. SIGN IS ON FILE AND AVAILABLE AT:
INTERSTATE TRAFFIC CONTROL PRODUCTS, INC.
1225 N. 5TH ST.
SAN JOSE, CA 95112
2. SIGN IS TO BE ATTACHED TO CHAIN LINK FENCE, CONTRACTOR SHALL COORDINATE WITH OWNER'S REPRESENTATIVE FOR LOCATIONS.
3. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL SIGNS FOR REVIEW AND ACCEPTANCE PRIOR TO FABRICATION.

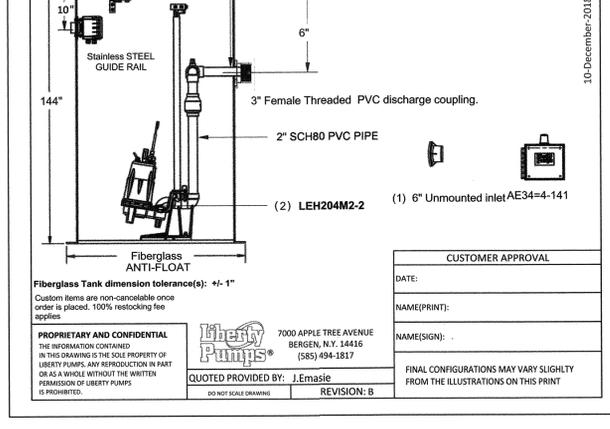
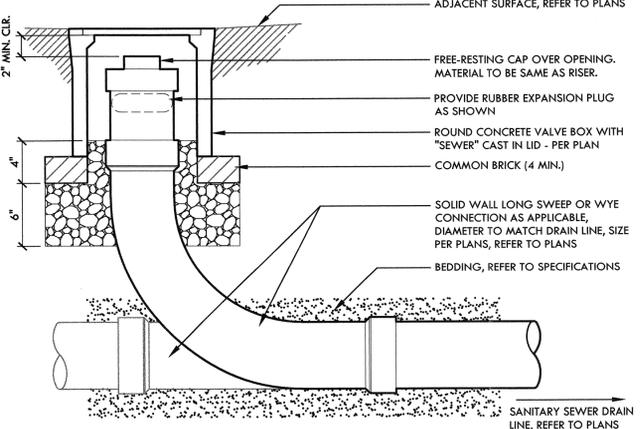
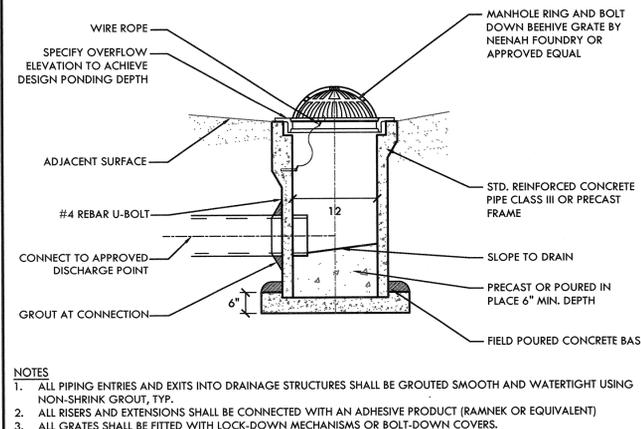


J CITY STANDARD PARK RULE SIGN NTS

H FLAG POLE COLLAR NTS

E LIFT STATION NTS

C LIFT STATION JUNCTION BOX NTS

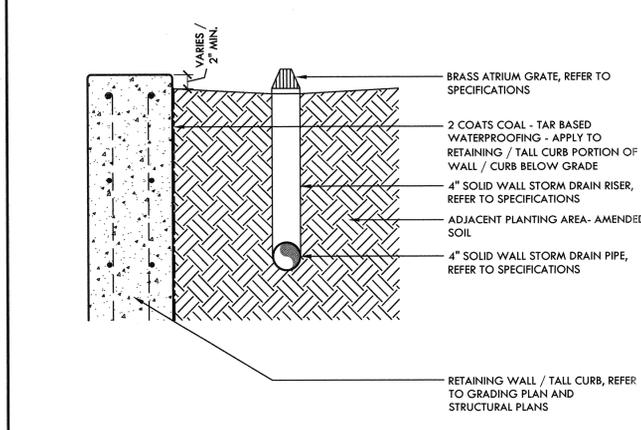
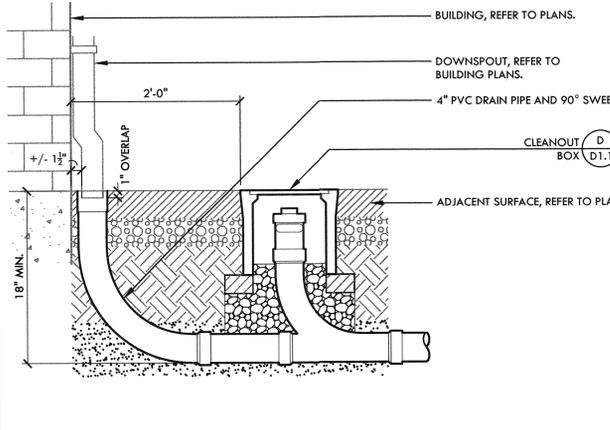
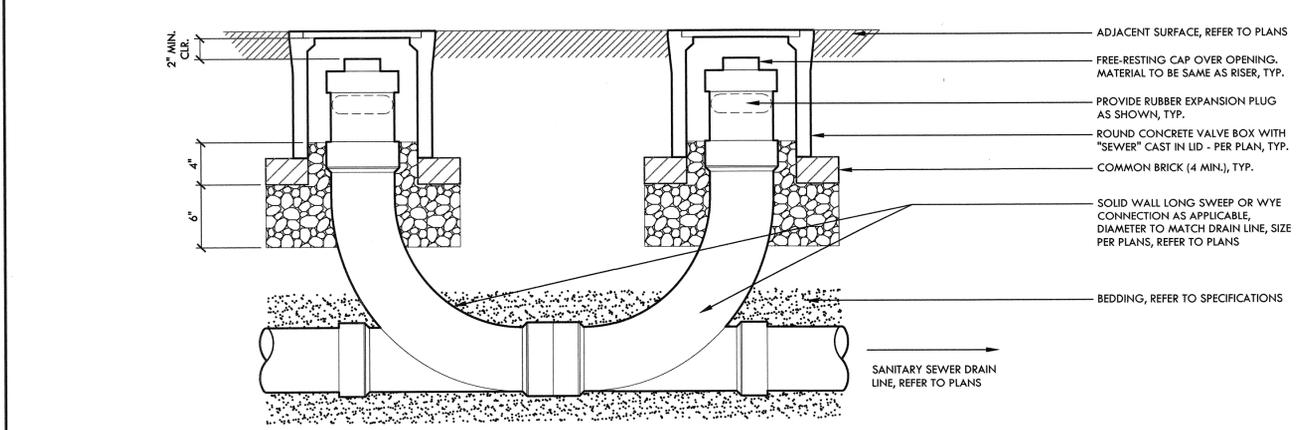


I CATCH BASIN WITH BEEHIVE GRATE NTS

G SANITARY SEWER CLEANOUT NTS

E LIFT STATION NTS

B LIFT STATION FOUNDATION NTS



F 'U' SANITARY SEWER CLEANOUT - TWO WAY NTS

D DOWNSPOUT CONNECTION NTS

E LIFT STATION NTS

A ATRIUM DRAIN IN PLANTER NTS



Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on: _____ Reel No. _____

Drawn By: RK/JJ Date: 04/26/19
Checked By: DM Date: 04/26/19
Designed By: CS Date: 04/26/19

Revisions

Num.	Description	Engr. Aprv.	Date

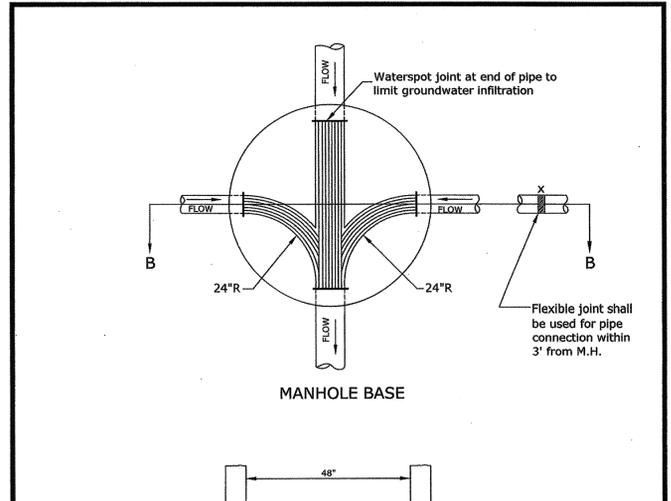
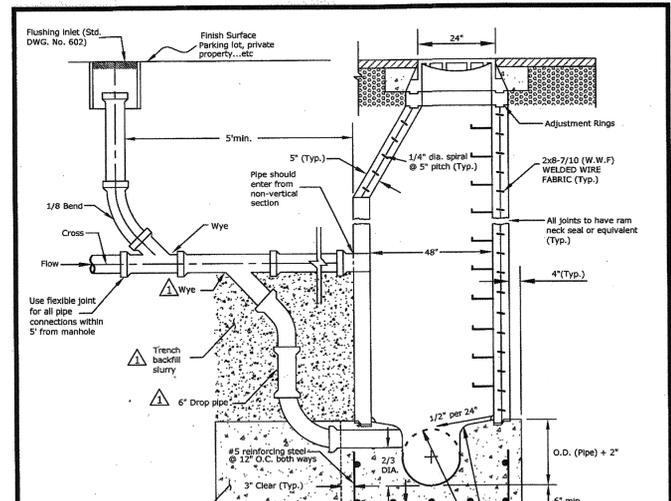
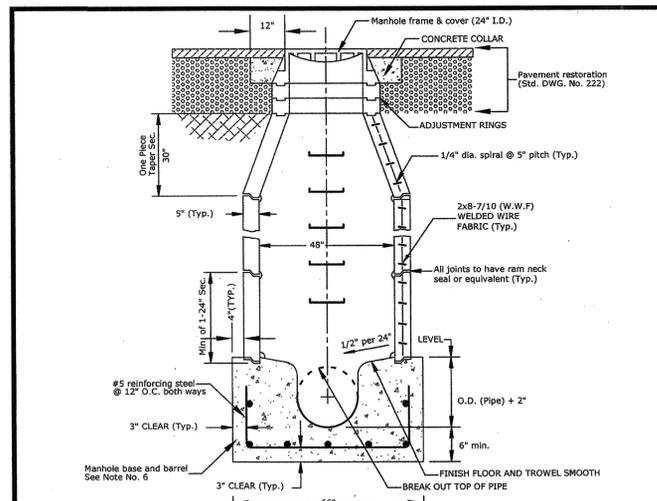
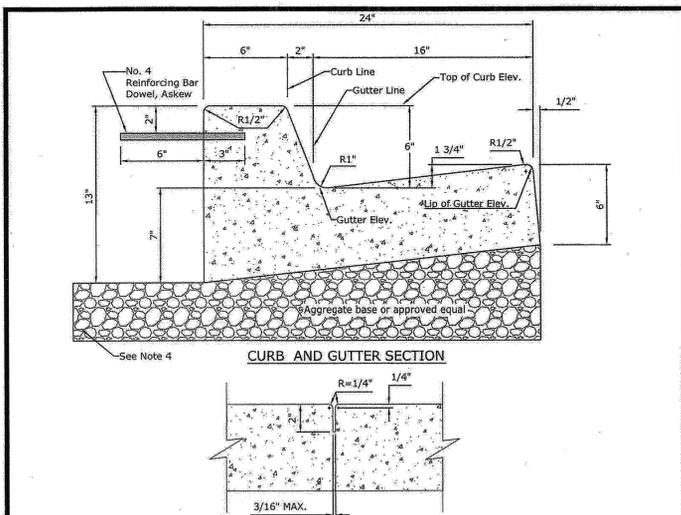
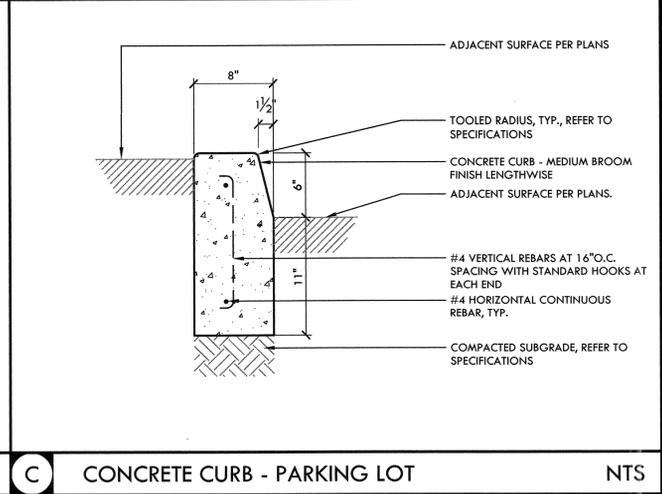
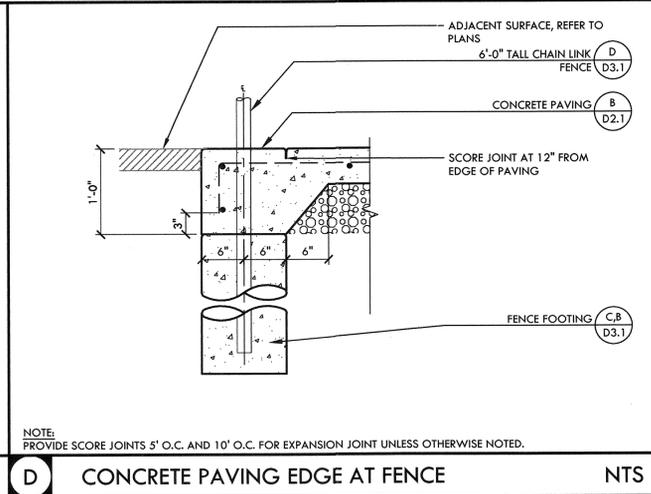
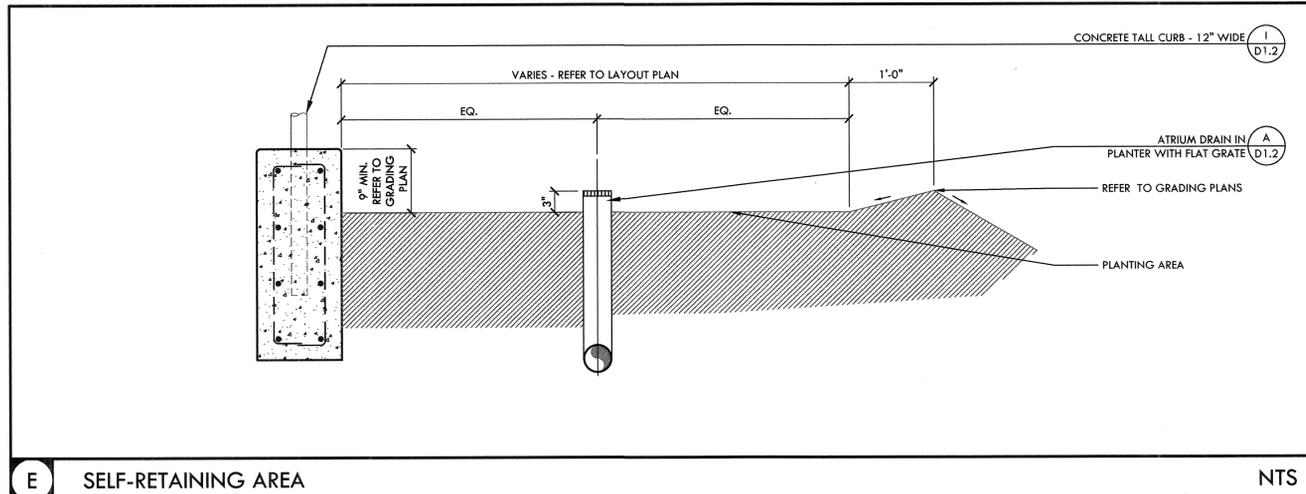


CITY OF MILPITAS
ENGINEERING DIVISION
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133
DRAINAGE AND UTILITY DETAILS
RECOMMENDED FOR BIDDING BY: *[Signature]* DATE: 5/1/19
WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. D1.2
REC. DWG NO. 2-###
SCALE:
SHEET: 33 OF 87

ALL IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF VERDE DESIGN, INC. AND WERE CREATED, DEVELOPED, AND DESIGNED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED, REPRODUCED, OR PUBLISHED BY ANY METHOD, IN WHOLE OR IN PART, OR INCORPORATED INTO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION OF VERDE DESIGN, INC.

BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19



NOTES:

- Use Portland Cement Concrete containing not less than 564 lbs. of Type I or I/II Portland Cement per cubic yard with a compressive strength of not less than 3000 psi. at 28 days, with a medium broom finish.
- Dowels shall be used only when the curb is constructed before the contiguous sidewalk (Std. Drawing No's. 425, 426, and 427) and when jointing new curb and gutter to existing concrete curb. Bar spacing shall be 1' each side of the weakened plane joint and on 5' 6\"/>

NOTE:

- P.C.C. shall be Class "A", construct per Section 1.04.14 of Standard Specifications (Cement Type V).
- Where manhole is constructed in easement or other non street location, manhole frame and cover shall be 6\"/>

NOTE:

- No drop within cone section.
- Steps on vertical side.
- Refer to Sheet 1 and 3 for details not shown.
- All drops are subject to review and approved on a case by case basis by City Engineer.

SECTION B-B

Seal inside joint with cement grout.

1\"/>

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING NO. 410
REVISION	DATE	DATE : 6/15/10
1	1991	
2	2001	
3	2010	
APPROVED BY: [Signature]		SHEET 1 OF 1
PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283		

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING NO. 230
REVISION	DATE	DATE : 6/15/10
1	1958	
2	2001	
3	2010	
APPROVED BY: [Signature]		SHEET 1 OF 3
PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283		

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING NO. 230B
REVISION	DATE	DATE : 6/27/17
1	2017	
APPROVED BY: [Signature]		SHEET 2 OF 3
INTERIM CITY ENGINEER RCE No. 58710		

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING NO. 230
REVISION	DATE	DATE : 6/15/10
1	1958	
2	2001	
3	2010	
APPROVED BY: [Signature]		SHEET 3 OF 3
PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283		

B CURB AND GUTTER

VERDE DESIGN

LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORT PLANNING & DESIGN

2455 The Alameda
Santa Clara, CA 95050
tel: 408.985.7200
fax: 408.985.7260
www.VerdeDesignInc.com

REGISTERED LANDSCAPE ARCHITECT
Derek McKee
No. 4148
EXPIRES DATE: DEC. 2019
STATE OF CALIFORNIA

A MANHOLE

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: RK/JJ Date: 04/26/19
Checked By: DM Date: 04/26/19
Designed By: CS Date: 04/26/19

Revisions

Num.	Description	Engr. Appr.	Date
1			

CITY OF MILPITAS ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

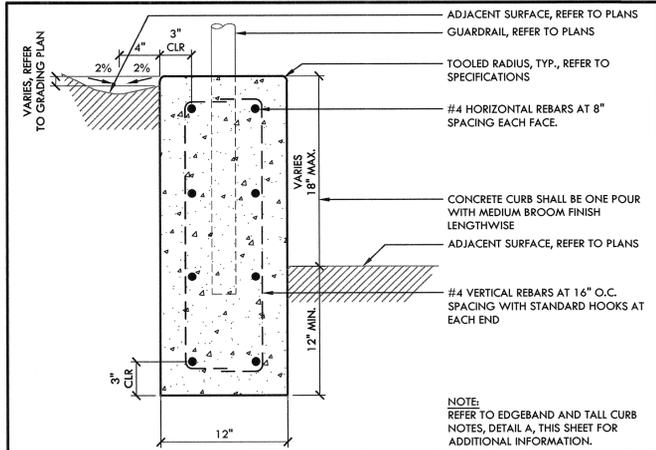
DRAINAGE AND UTILITY DETAILS

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
WooJae Kim, P.E., CIP Manager

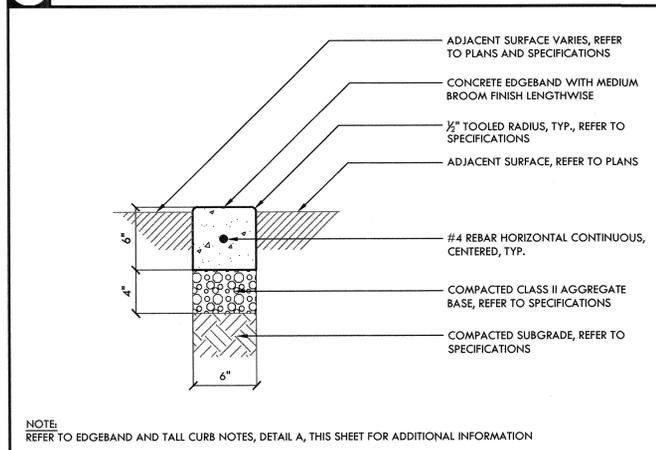
PROJECT NO. 5111, 3424 & 6133
DRAWING NO. D1.3
REC. DWG NO. 2-####
SCALE:
SHEET: 34 OF 87

ALL IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF VERDE DESIGN, INC. AND WERE CREATED, EVOLVED, AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED, REPRODUCED, OR PUBLISHED BY ANY METHOD, IN WHOLE OR IN PART, OR FOR ANY PURPOSE WHATSOEVER WITHOUT WRITTEN PERMISSION OF VERDE DESIGN, INC.

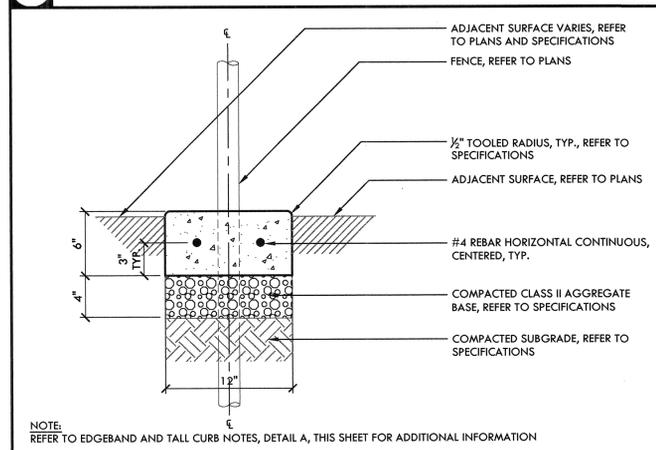
BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19



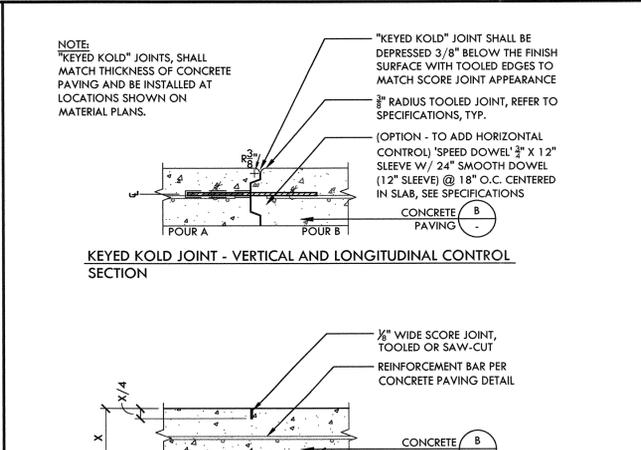
J CONCRETE TALL CURB - 12" WIDE NTS



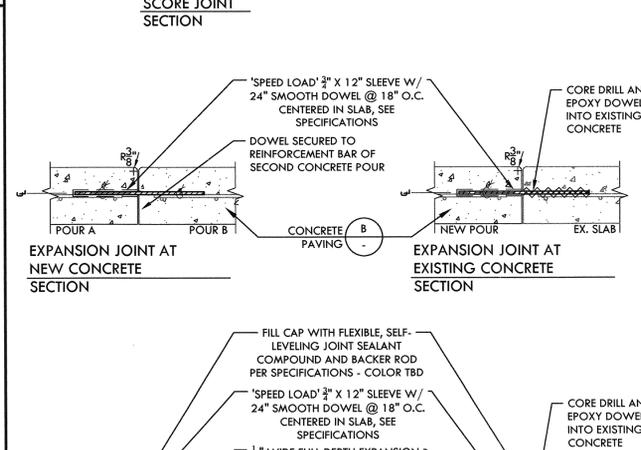
I 6" EDGE BAND NTS



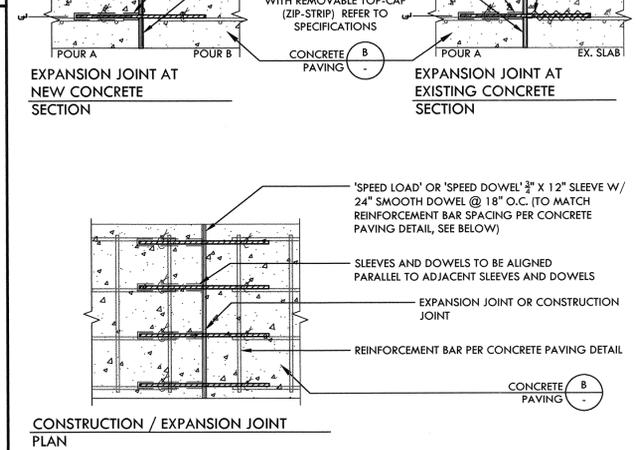
H CONCRETE EDGE BAND - 12" WIDE NTS



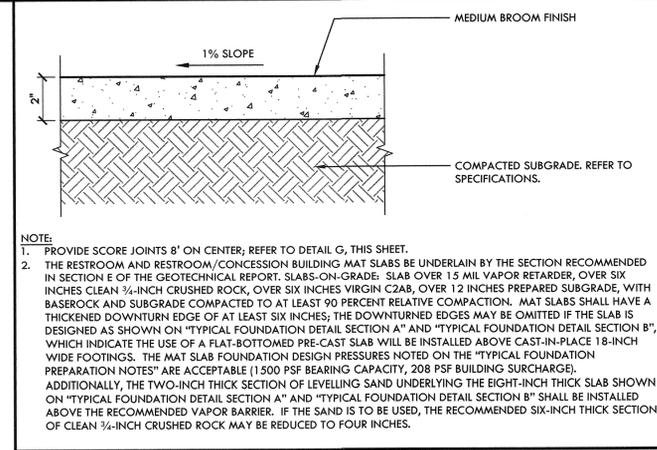
G CONCRETE JOINTS NTS



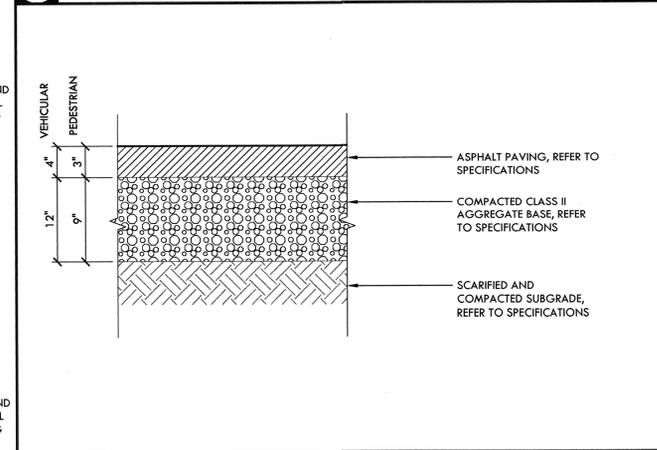
E ASPHALT PAVING NTS



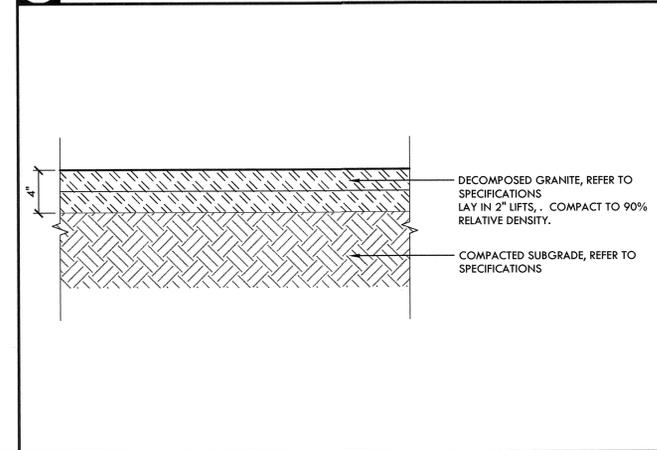
D DECOMPOSED GRANITE NTS



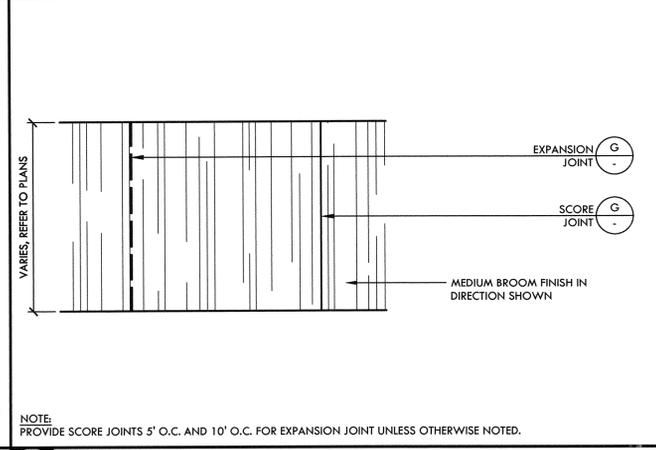
F MAT SLAB NTS



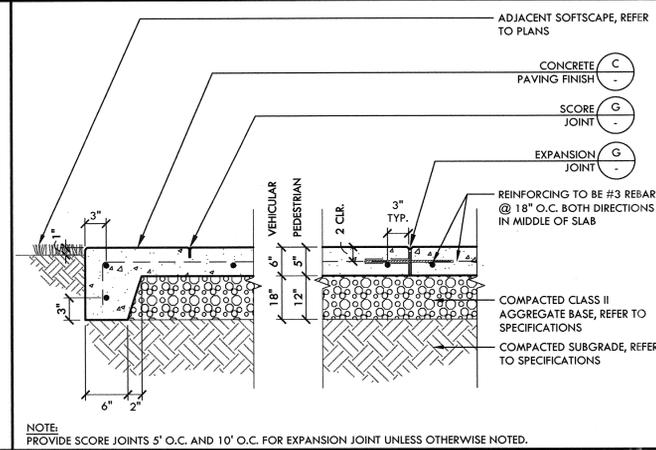
B CONCRETE PAVING NTS



A EDGE BAND AND TALL CURB NOTES NTS



C CONCRETE PAVING FINISH NTS



A EDGE BAND AND TALL CURB NOTES NTS

Record Drawings

Designer: _____ Date: _____
 Public Works Inspector: _____ Date: _____
 Utility/Facility Dept. Head: _____ Date: _____
 Project Engineer: _____ Date: _____
 Public Improvements Initially Accepted by the City Council on: _____ Rec. No. _____

Revisions

Num.	Description	Engr. Appr.	Date

Drawn By: RK/JJ Date: 04/26/19
 Checked By: DM Date: 04/26/19
 Designed By: CS Date: 04/26/19

CITY OF MILPITAS
 ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133

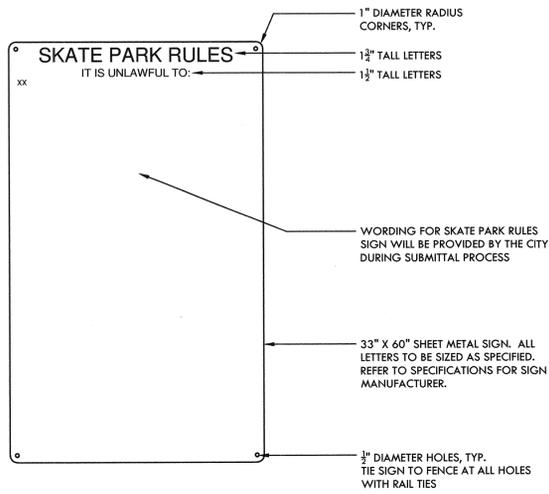
CONSTRUCTION DETAILS

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
 DRAWING NO. D2.1
 REC. DWG NO. 2-####
 SCALE: AS NOTED
 SHEET: 35 OF 87

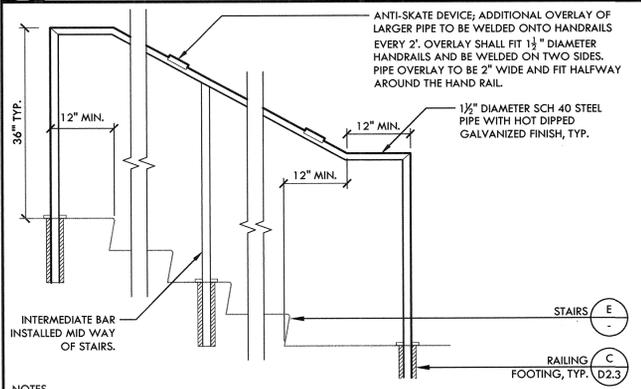
ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF VERDE DESIGN, INC. AND WERE CREATED, EVOLVED, AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED, REPRODUCED, OR PUBLISHED BY ANY METHOD, IN WHOLE OR IN PART, OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT WRITTEN PERMISSION OF VERDE DESIGN, INC.

BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19



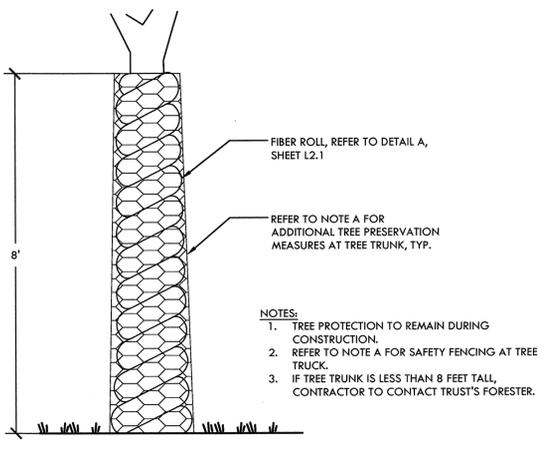
NOTE:
 1. SIGN IS ON FILE AND AVAILABLE AT:
 INTERSTATE TRAFFIC CONTROL PRODUCTS, INC.
 1225 N. 5TH ST.
 SAN JOSE, CA 95112
 2. SIGN IS TO BE ATTACHED TO CHAIN LINK FENCE, CONTRACTOR SHALL COORDINATE WITH OWNER'S REPRESENTATIVE FOR LOCATIONS.
 3. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL SIGNS FOR REVIEW AND ACCEPTANCE PRIOR TO FABRICATION.

H SKATE PARK RULE SIGN NTS



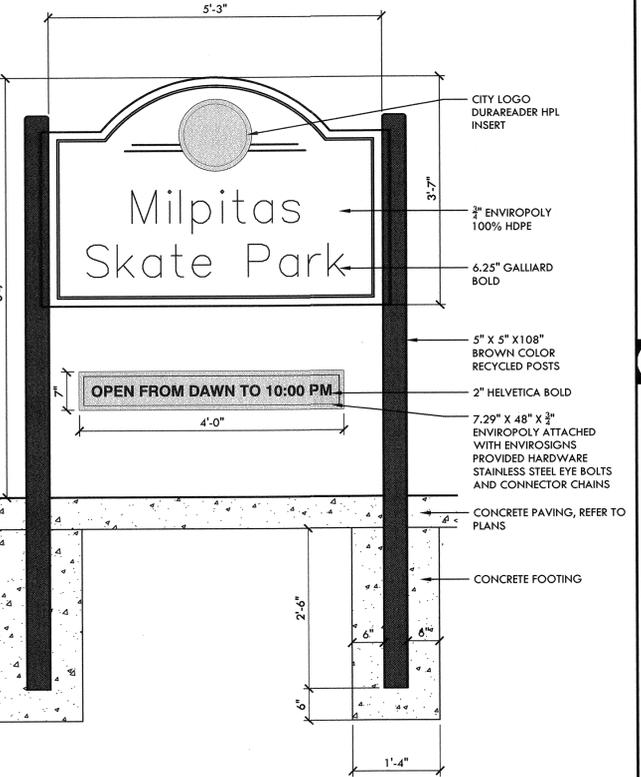
NOTES:
 1. THIS DRAWING IS FOR DESIGN INTENT ONLY. SUBMIT SHOP DRAWINGS TO SHOW MATERIAL, WELDS & FASTENERS.
 2. ALL PIPE SHALL BE GALVANIZED FINISH.
 3. ALL JOINTS SHALL BE FILLET WELD; GRIND SMOOTH JOINTS; TREAT ALL FINISHED WELDS WITH GALVANIZING.
 4. ALL RAILINGS TO BE SHOP FABRICATED FOR FIELD INSTALLATION.

G HANDRAIL - STAIR NTS

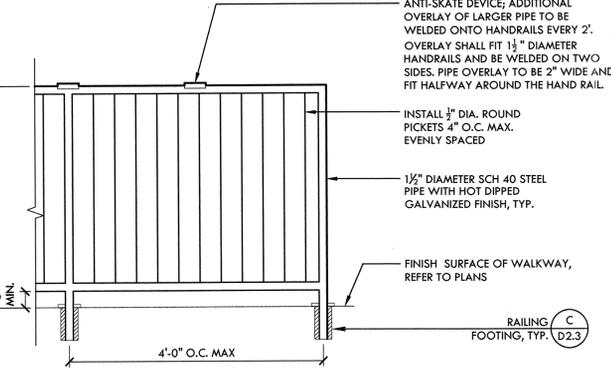


NOTE:
 A. WHERE MECHANIZED EQUIPMENT ACCESS WITHIN TREE PROTECTION ZONE IS ACCEPTED BY THE CITY'S REPRESENTATIVE, BUT PRIOR TO ACCESSING EQUIPMENT, PROTECT TREE TRUNKS AND LIMBS TO A MINIMUM HEIGHT OF EIGHT (8) FEET ABOVE THE SOIL LINE. WRAP THE TREE TRUNK AND/OR LIMBS WITH BURLAP WRAP FIBER ROLLS, PLACE VERTICAL 2 X 4 WOOD SLATS SET EIGHT (8) INCHES O.C. OVER THE NETTING AND SECURE WITH ORANGE SAFETY FENCING AND NYLON OR METAL BANDING, OR CONTINUOUSLY SPIRAL WRAP TRUNK AND LIMBS WITH BURLAP COVERED RICE STRAW WATTLES. DO NOT ATTACH FASTENERS INTO THE TREE. PRIOR TO ACCESSING EQUIPMENT WITHIN TREE PROTECTION ZONES, PROTECT SOIL FROM COMPACTION BY PLACING AND THEN MAINTAINING WOOD CHIPS TO A DEPTH OF SIX (6) INCHES IN ALL AREAS OF THE TREE PROTECTION ZONE SUBJECT TO EQUIPMENT TRAFFIC. BASED UPON EQUIPMENT TYPE(S) AND ACCESS FREQUENCIES PLANNED, PROVIDE ADDITIONAL PROTECTION MEASURES SUCH AS STEEL PLATING, OR CELLULAR CONFINEMENT FILLED WITH CLASS II PERMEABLE MATERIAL AS MAY BE DIRECTED BY THE CITY'S REPRESENTATIVE. THROUGHOUT THE PROJECT DURATION, THE CITY'S REPRESENTATIVE RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO REPOSITION EQUIPMENT OR UTILIZE ALTERNATIVE CONSTRUCTION METHODS TO AVOID DAMAGE TO TREES TO BE PRESERVED.

F TREE PROTECTION NTS

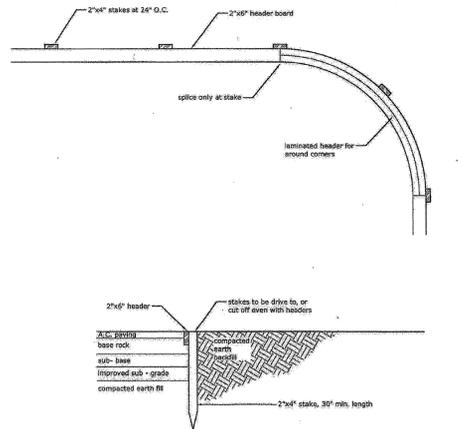


D PARK ENTRANCE SIGN NTS



NOTES:
 1. THIS DRAWING IS FOR DESIGN INTENT ONLY. SUBMIT SHOP DRAWING TO SHOW MATERIAL, WELDS AND FASTENERS.
 2. ALL PIPE TO BE SCHEDULE 40 WITH 1/2" THICKNESS, & SHALL BE GALVANIZED FINISH.
 3. ALL JOINTS SHALL BE FILLET WELD; GRIND SMOOTH JOINTS; TREAT ALL FINISHED WELDS WITH GALVANIZING.
 4. ALL RAILINGS TO BE SHOP FABRICATED FOR FIELD INSTALLATION.

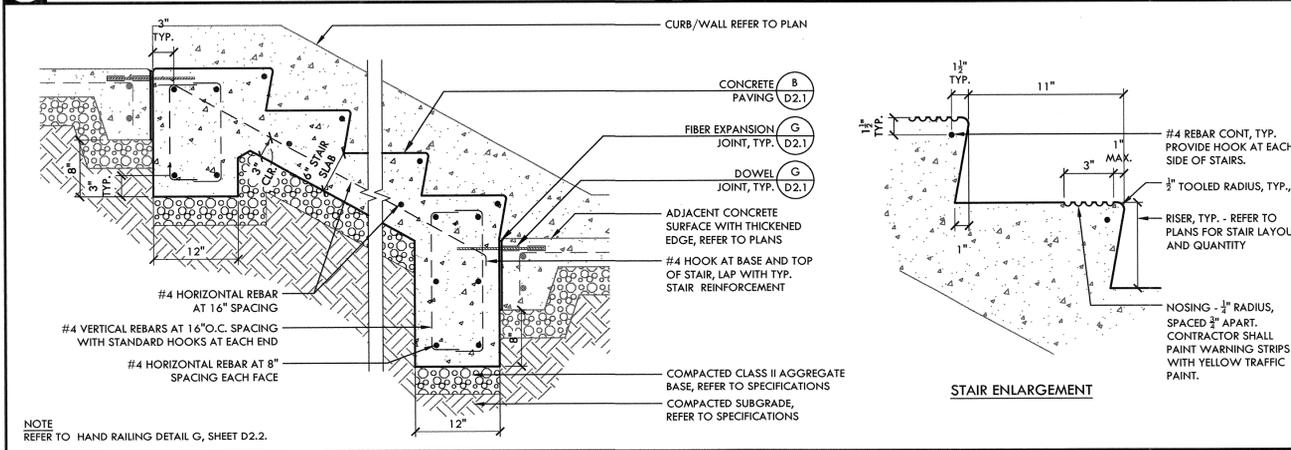
B GUARDRAIL NTS



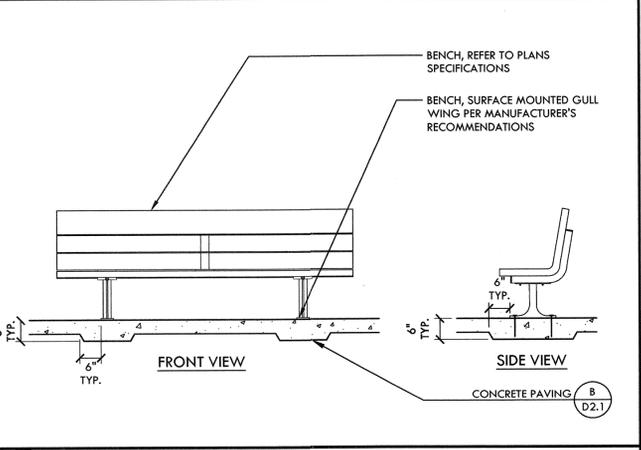
NOTES:
 1. Header board to be installed after base rock is in place. Compacted earth backfill must be in place before A.C. paving is laid.
 2. Header board to be placed at the edge of all plant A.C. surfacing not abutting concrete or compacted shoulder.
 3. All lumber to be clear Recycled plastic preferred.

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING NO. 414
DATE: 6/15/10		SHEET 1 OF 1
APPROVED BY: [Signature] PUBLIC WORKS SUPERVISOR / CITY ENGINEER, REG. NO. 40283		

A HEADER BOARD NTS



E STAIRS AT BUILDING NTS



C BENCH NTS

E STAIRS AT BUILDING NTS

C BENCH NTS

A HEADER BOARD NTS



Record Drawings	
Designer: _____ Date: _____	Drawn By: RK/JJ Date: 04/26/19
Public Works Inspector: _____ Date: _____	Checked By: DM Date: 04/26/19
Utility/Facility Dept. Head: _____ Date: _____	Designed By: CS Date: 04/26/19
Project Engineer: _____ Date: _____	
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____	

Revisions			
Num.	Description	Engr. Appr.	Date
1			

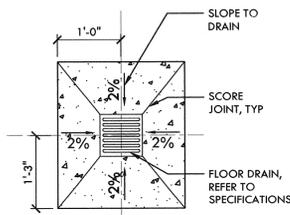


CITY OF MILPITAS
 ENGINEERING DIVISION
 MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133
 CONSTRUCTION DETAILS
 RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/14
 WooJoo Kim, P.E., CIP Manager

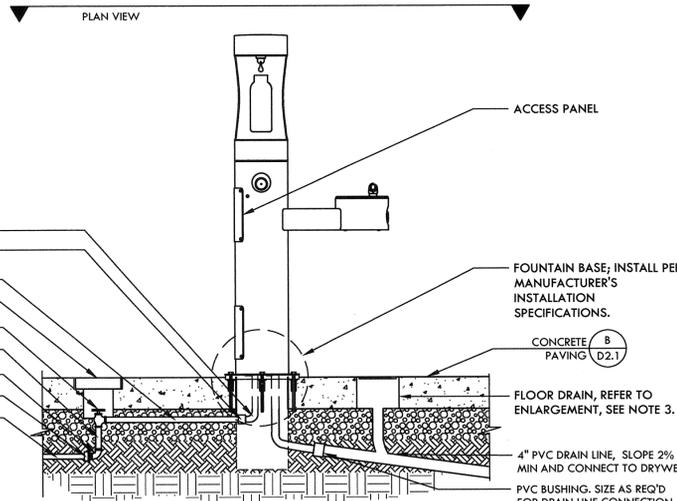
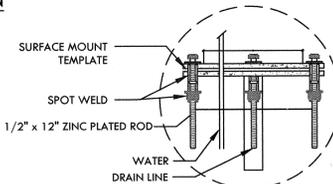
PROJECT NO. 5111, 3424 & 6133
DRAWING NO. D2.2
REC. DWG NO. 2-###
SCALE:
SHEET: 36 OF 87

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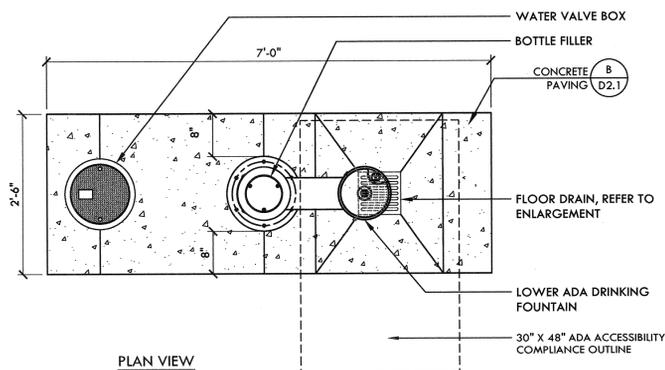
BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19



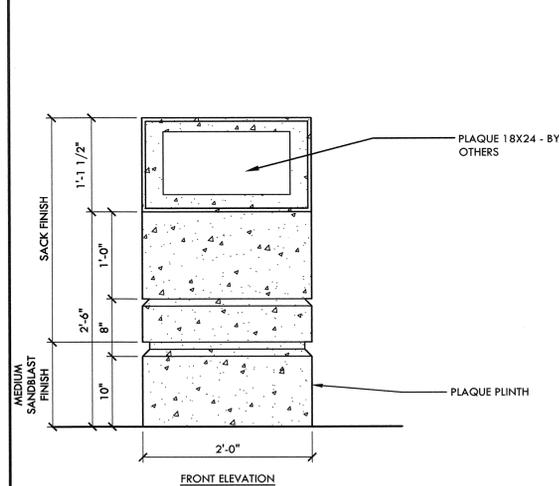
FLOOR DRAIN



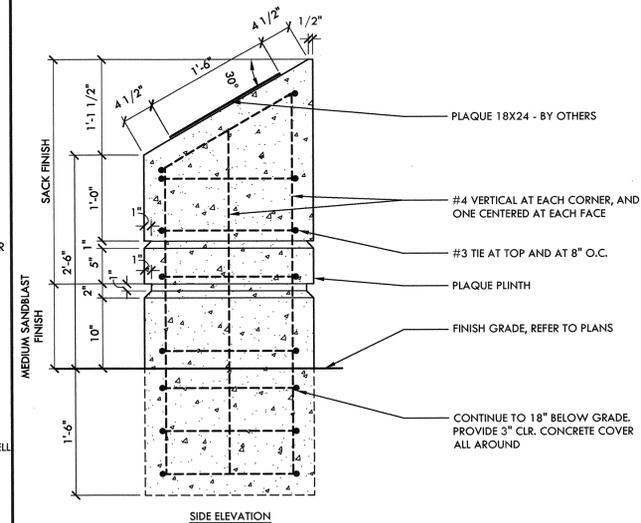
- NOTES:**
- MEETS ADA REGULATIONS. ALL DRINKING FOUNTAINS TO BE INSTALLED CLEAR OF ACCESSIBLE PATH OF TRAVEL. LOWER BOWL AND BOTTLE FILLER TO BE BUILT AT A FRONT APPROACH. CONTRACTOR TO COORDINATE WITH MANUFACTURER.
 - 8\"/>



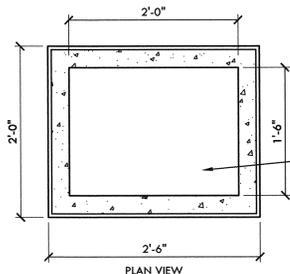
F DRINKING FOUNTAIN WITH BOTTLE FILLER NTS



FRONT ELEVATION

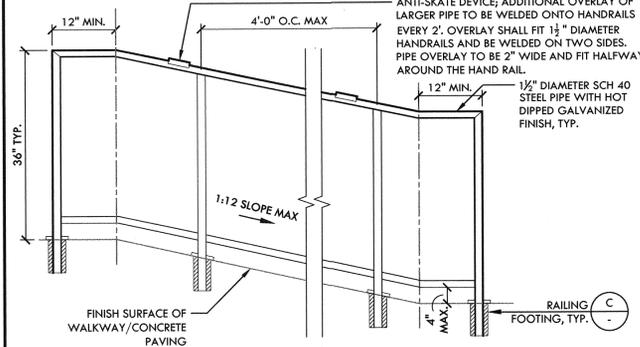


SIDE ELEVATION



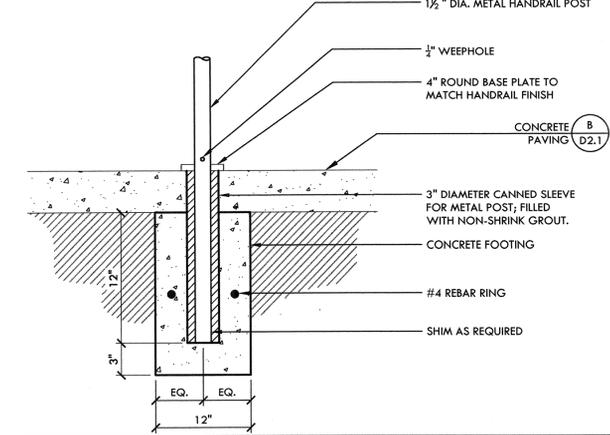
PLAN VIEW

E DEDICATION PLAQUE SIGN - PLAN AND ELEVATION VIEW NTS

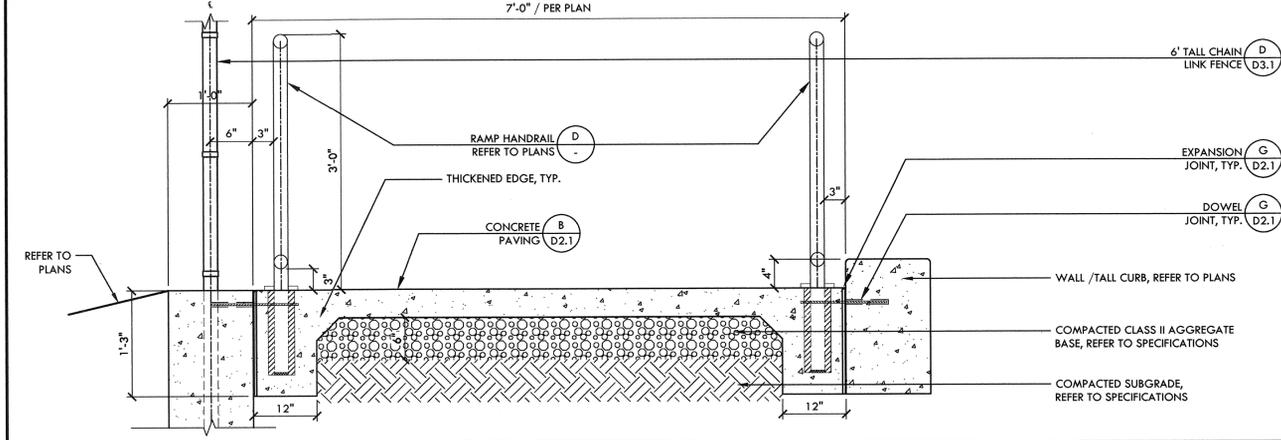


- NOTES:**
- THIS DRAWING IS FOR DESIGN INTENT ONLY. SUBMIT SHOP DRAWING TO SHOW MATERIAL, WELDS AND FASTENERS.
 - ALL PIPE SHALL BE GALVANIZED FINISH.
 - ALL JOINTS SHALL BE FILLET WELD, GRIND SMOOTH JOINTS; TREAT ALL FINISHED WELDS WITH GALVANIZING.
 - ALL RAILINGS TO BE SHOP FABRICATED FOR FIELD INSTALLATION.
 - PROVIDE 1 1/2\"/>

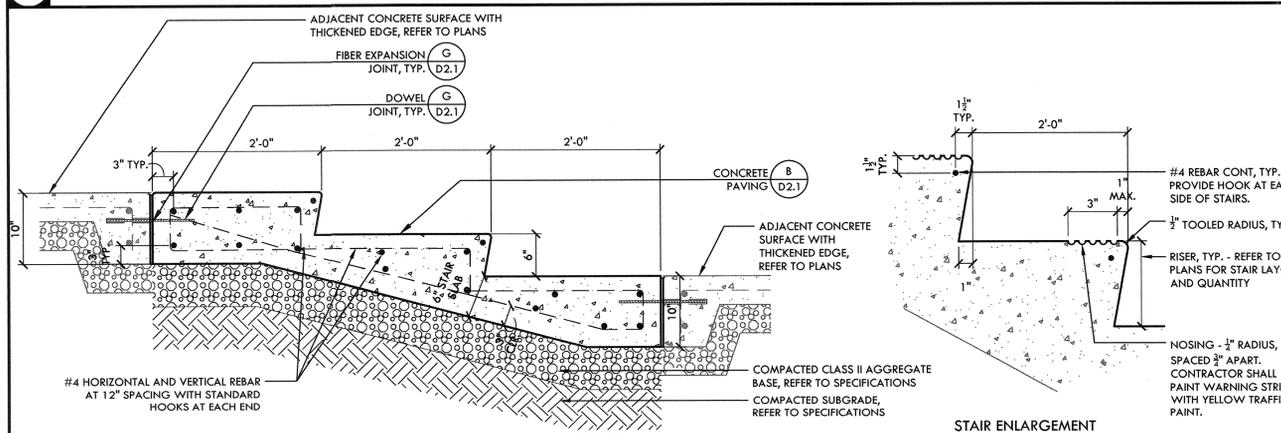
D HANDRAIL - RAMP NTS



C RAILING FOOTING NTS



B ACCESSIBLE RAMP AND HANDRAIL NTS



A STAIRS AT SKATE PARK NTS

VERDE DESIGN
 LANDSCAPE ARCHITECTURE
 CIVIL ENGINEERING
 SPORT PLANNING & DESIGN
 2455 The Alameda
 Santa Clara, CA 95050
 tel: 408.985.7200
 fax: 408.985.7260
 www.VerdeDesignInc.com

DESIGNER STAMP
 REGISTERED LANDSCAPE ARCHITECT
 DEREK WEEKE
 No. 4148
 EXPIRATION DATE: DEC. 2019
 STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
 Public Works Inspector: _____ Date: _____
 Utility/Facility Dept. Head: _____ Date: _____
 Project Engineer: _____ Date: _____
 Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Revisions

Num.	Description	Engr. Aprv.	Date
1			

Drawn By: RK/JJ Date: 04/26/19
 Checked By: DM Date: 04/26/19
 Designed By: CS Date: 04/26/19

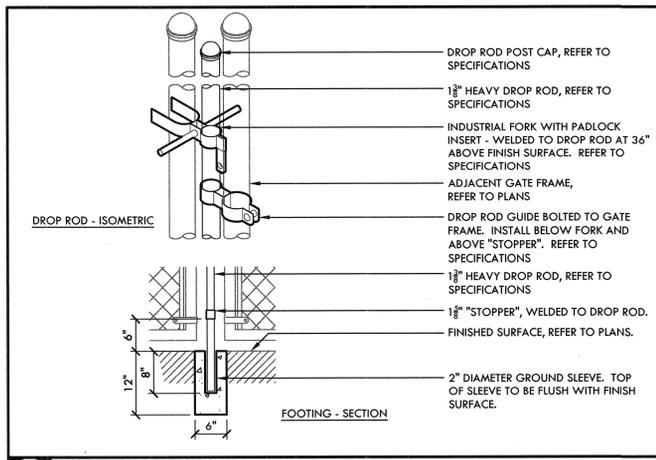
CITY OF MILPITAS
 ENGINEERING DIVISION
 MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133
 CONSTRUCTION DETAILS

RECOMMENDED FOR BIDDING BY: _____ DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

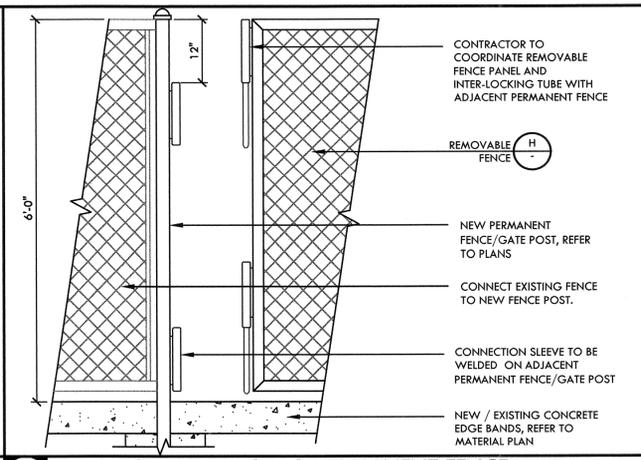
PROJECT NO. 5111, 3424 & 6133
 DRAWING NO. D2.3
 REC. DWG NO. 2-####
 SCALE:
 SHEET: 37 OF 87

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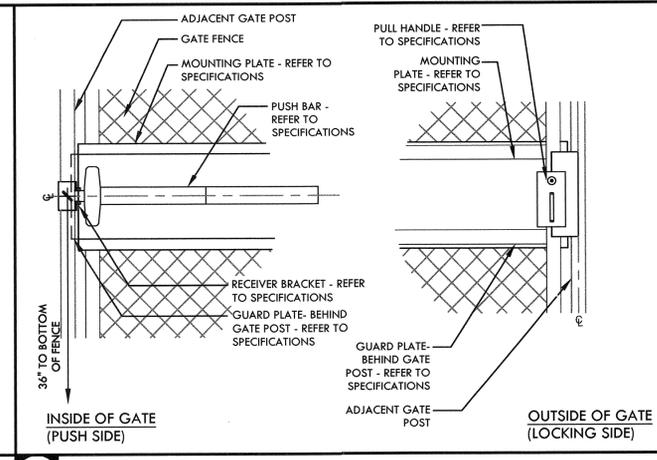
BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19



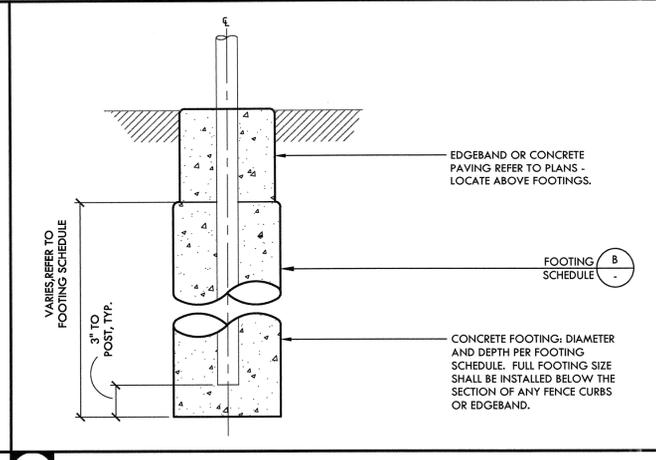
K GATE - DROP ROD NTS



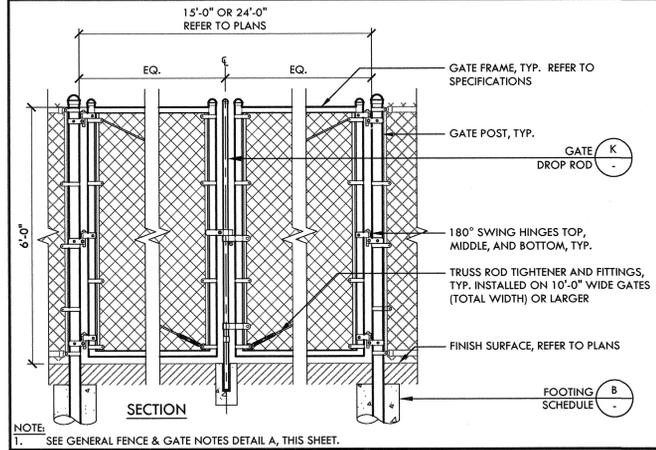
I TEMPORARY FENCE TO PERMANENT FENCE CONNECTION NTS



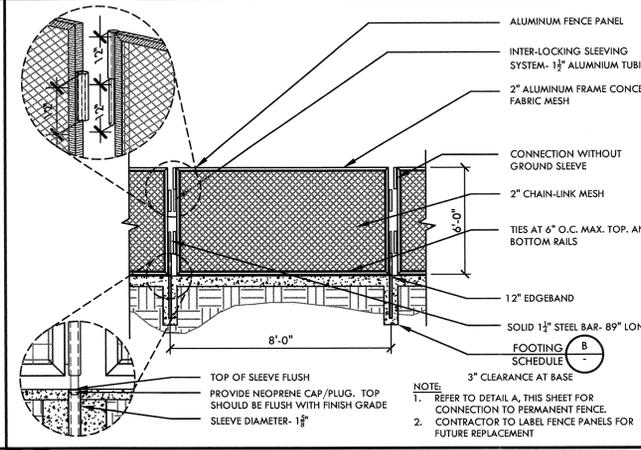
F ACCESSIBLE PANIC BAR AND LEVER NTS



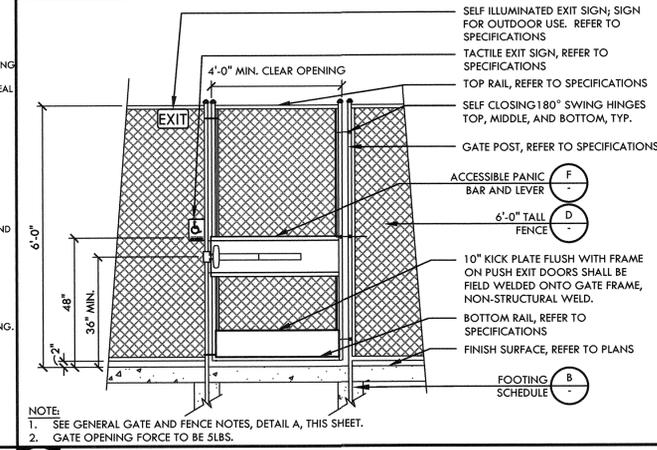
C FENCE FOOTING NTS



J DOUBLE CHAIN LINK SWING GATE NTS



H REMOVABLE FENCE PANELS NTS



E PEDESTRIAN SWING GATE - 6'x4' NTS

FENCES

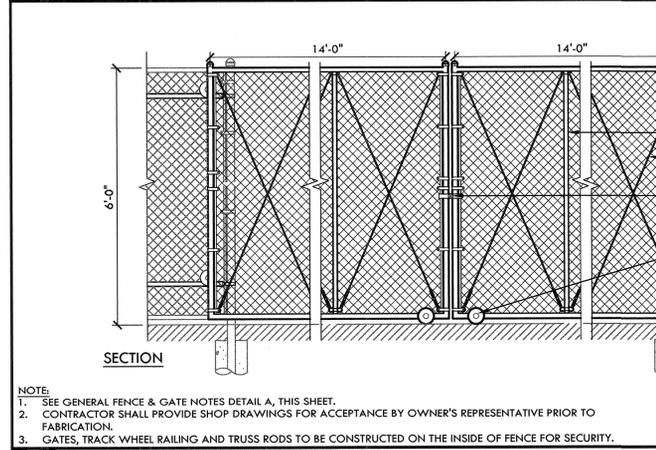
DESCRIPTION	HEIGHT	POSTS (STD. GALV. PIPE)	FOOTING
CHAIN LINK FENCE	6'-0"	2 1/2" DIA. STD.	12" DIA. X 4.5' DEEP
REMOVABLE FENCE	6'-0"		12" DIA. X 4.5' DEEP

GATES AND TERMINAL POSTS

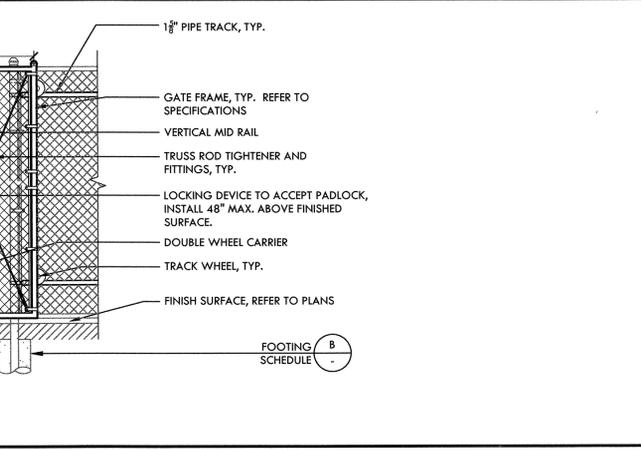
DESCRIPTION	SIZE (H x L)	POSTS (STD. GALV. PIPE)	FOOTING
CHAIN LINK SWING GATE	6' X 4'	3" DIA. STD.	12" DIA. X 4.5' DEEP
CHAIN LINK VEHICULAR DOUBLE SWING GATE	6' X 15'	3" DIA. STD.	12" DIA. X 5' DEEP
CHAIN LINK VEHICULAR DOUBLE SWING GATE	6' X 24'	4" DIA. STD.	16" DIA. X 6' DEEP
CHAIN LINK DOUBLE SLIDING GATE	6' X 28'	4" DIA. STD.	16" DIA. X 6' DEEP

NOTE:
 1. REFER TO FENCE FOOTING DETAIL, DETAIL C, THIS SHEET
 2. REFER TO DETAIL 7/S1.1 FOR ADDITIONAL PIER INFORMATION
 3. THE PIPE SIZES INDICATED ARE NPS FOR STANDARD PIPE SCHEDULE 40.

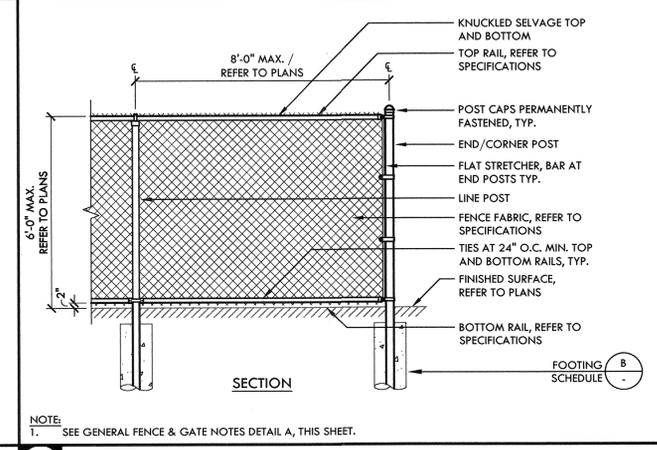
B FOOTING SCHEDULE NTS



G CHAIN LINK SLIDING GATE - 6'X28' NTS



D 6'-0" TALL CHAIN LINK FENCE NTS



A GATE AND FENCE NOTES NTS

- NOTES PERTAIN TO ALL GATE AND FENCE DETAILS:**
- PLACE FENCE FABRIC ON SKATE PARK SIDE. FENCE FABRIC ON PERIMETER FENCING IS TO BE ON FIELD SIDE.
 - BOTTOM RAIL TO BE 2" FROM FINISH GRADE. FENCE FABRIC BOTTOM EDGE TO BE 1" FROM FINISH GRADE.
 - SUBMIT SHOP DRAWINGS FOR ACCEPTANCE BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
 - GATES IN PATH OF TRAVEL MUST MEET ENTRY AND EXIT DOOR REQUIREMENTS.
 - FOR PEDESTRIAN GATE, PROVIDE LOCKING DEVICE TO SECURE GATE IN OPEN POSITION.
 - ALL PEDESTRIAN SWING GATES SHALL RECEIVE A GATE LOCK. SEE DETAIL XX. PEDESTRIAN GATES ARE NOTED BY HAVING A KICK PLATE ATTACHMENT.
 - REFER TO PLANS FOR EDGE BAND TYPE UNLESS OTHERWISE NOTED.
 - REFER TO DETAIL FOR FENCING WITH CURBS AND CHANGE IN ELEVATIONS.
 - FOR GATES WITH DROP BAR, PROVIDE 8" DEEP FOOTING WITH SCH. 40 STEEL PIPE SLEEVE. CANE STOP TO GO DOWN 4" INTO CONCRETE IN CLOSED POSITION AND OPEN POSITION.
 - TACK WELD HINGES TO POSTS AT GATES
 - DOUBLE SWING GATES THAT ARE INLINE WITH FENCING, GATE POSTS SHALL BE OFFSET FROM THE FENCE TO ALLOW SWING GATES TO OPEN A FULL 180° BACK AGAINST THE FENCE PER PLAN LAYOUT.
 - THE PIPE SIZES INDICATED ARE NPS FOR STANDARD GALV. PIPE SCHEDULE 40.

G CHAIN LINK SLIDING GATE - 6'X28' NTS

D 6'-0" TALL CHAIN LINK FENCE NTS

A GATE AND FENCE NOTES NTS

A GATE AND FENCE NOTES NTS

VERDE DESIGN
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 2455 The Alameda
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 www.VerdeDesigninc.com

Record Drawings

Designer: _____ Date: _____
 Public Works Inspector: _____ Date: _____
 Utility/Facility Dept. Head: _____ Date: _____
 Project Engineer: _____ Date: _____
 Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Revisions

Num.	Description	Engr. Appr.	Date
1			

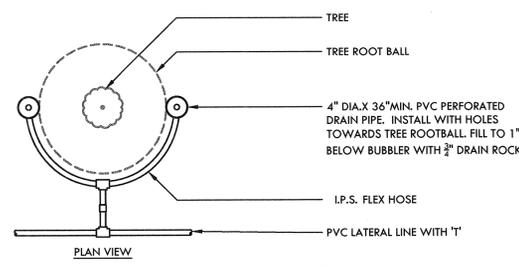
Drawn By: RK/JJ Date: 04/26/19
 Checked By: DM Date: 04/26/19
 Designed By: CS Date: 04/26/19

CITY OF MILPITAS
 ENGINEERING DIVISION
 MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133
 GATE AND FENCING DETAILS
 RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
 DRAWING NO. D3.1
 REC. DWG NO. 2-###
 SCALE: AS NOTED
 SHEET: 38 OF 87

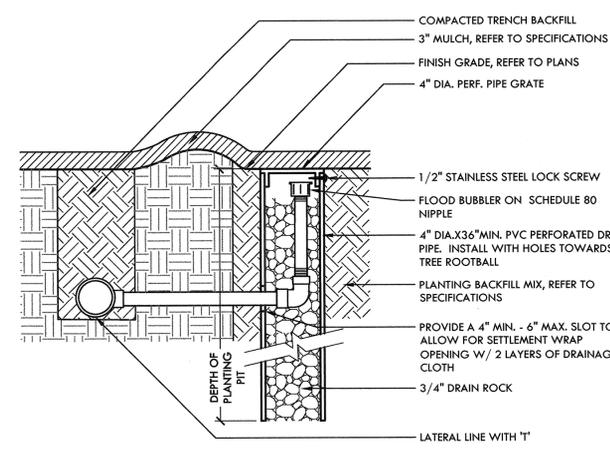
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BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19

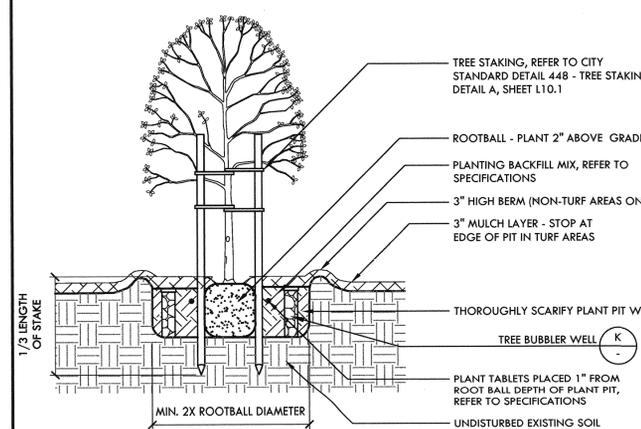


NOTE:
 1. BUBBLERS ARE REQUIRED FOR TREES IN LAWN AND SHRUB AREA. TWO BUBBLERS PER TREE ARE TO BE PLACED ON OPPOSITE SIDES OF ROOTBALL. ORIENT BUBBLERS 180° FROM EACH OTHER.
 2. USE PROPER RATED GLUE FOR L.P.S. FLEX HOSE.

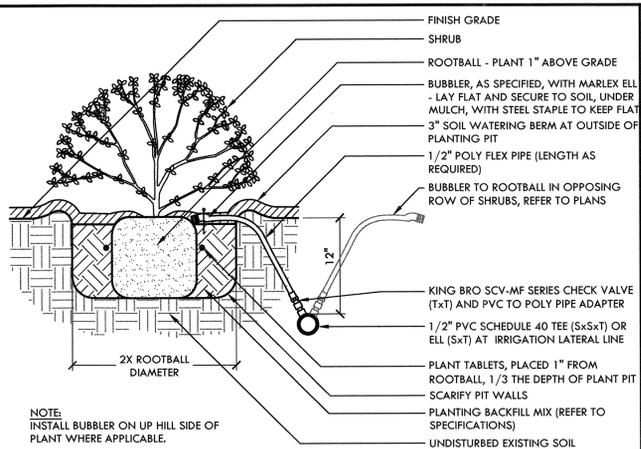
TRUNK TO BUBBLER SPACING	
SIZE	SPACING
1 1/2 GALLON TREE	15"
2 1/2 GALLON TREE	20"
3 1/2 GALLON TREE	25"



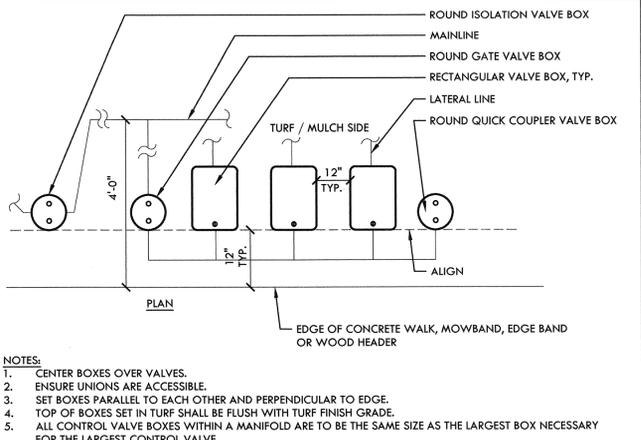
K TREE BUBBLER WELL NTS



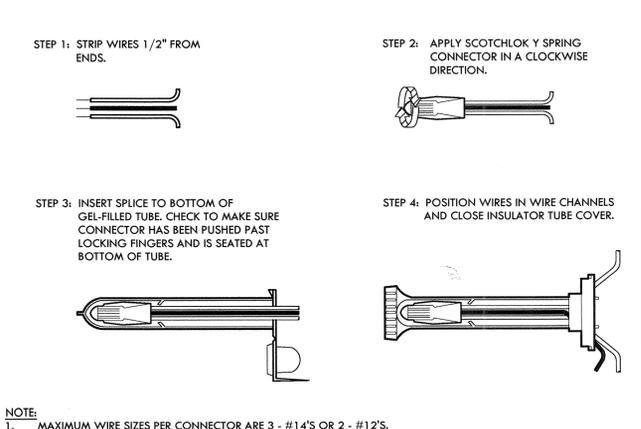
J TREE PLANTING AND BUBBLER NTS



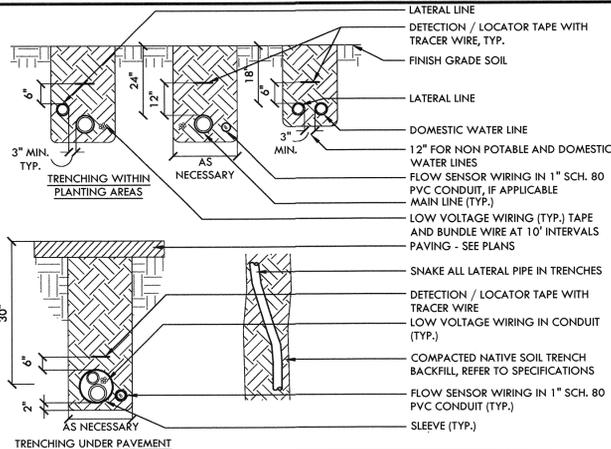
I SHRUB PLANTING WITH BUBBLER NTS



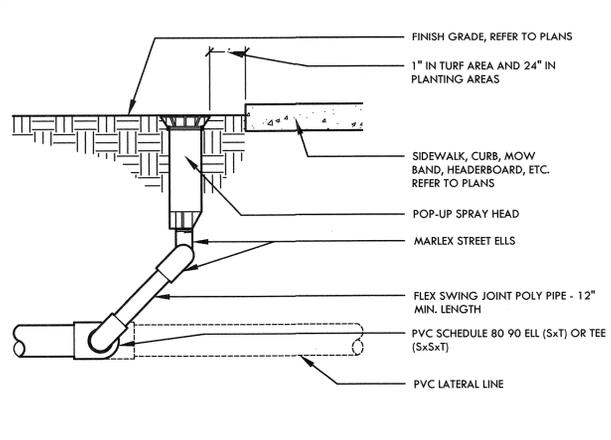
H VALVE BOX LAYOUT WITH GLOBE VALVES NTS



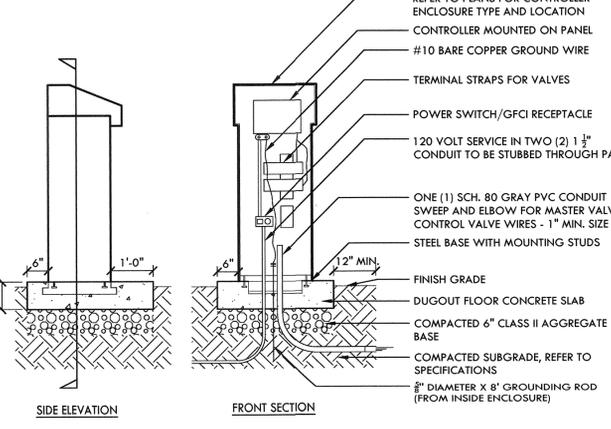
G CONTROL WIRE CONNECTION NTS



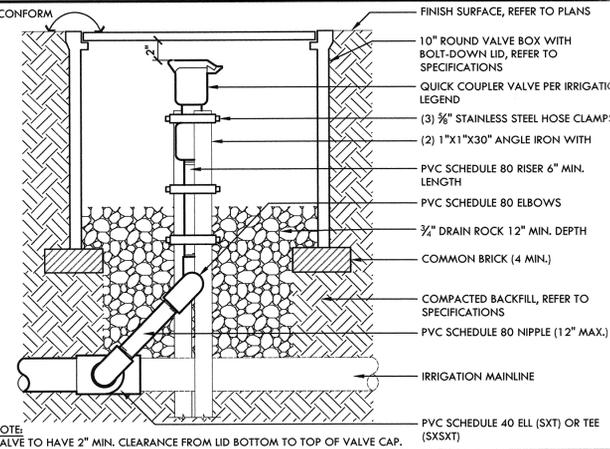
F IRRIGATION PIPE TRENCHING NTS



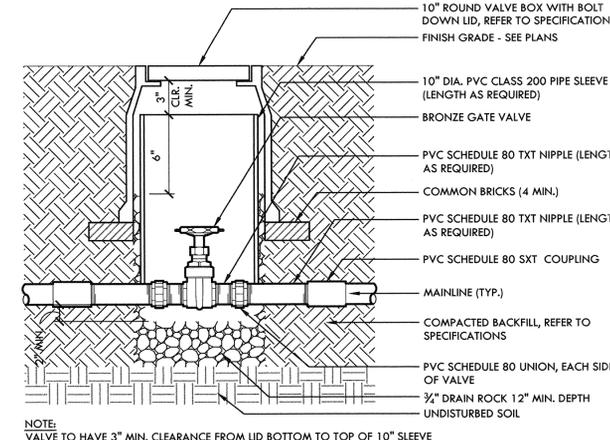
E POP UP SWING JOINT NTS



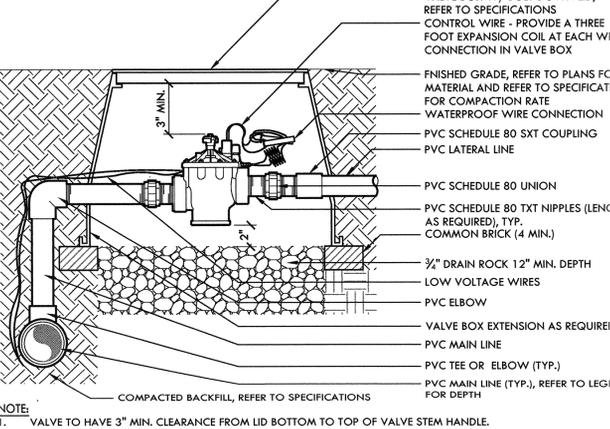
D PEDESTAL MOUNT CONTROLLER NTS



C QUICK COUPLER VALVE NTS



B GATE VALVE - 2" AND SMALLER IN SIZE NTS



A REMOTE CONTROL VALVE NTS

Record Drawings

Designer: _____ Date: _____
 Public Works Inspector: _____ Date: _____
 Utility/Facility Dept. Head: _____ Date: _____
 Project Engineer: _____ Date: _____
 Public Improvements Initially Accepted by _____
 the City Council on _____ Res. No. _____

Revisions			
Num.	Description	Engr. Appr.	Date

Drawn By: RK/JJ Date: 04/26/19
 Checked By: DM Date: 04/26/19
 Designed By: CS Date: 04/26/19

CITY OF MILPITAS ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133

IRRIGATION AND PLANTING DETAILS

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/2/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133	DRAWING NO. D4.1
REC. DWG NO. 2-####	SCALE AS NOTED
SHEET: 39 OF 87	

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BID SUBMITAL - BUILDING DEPARTMENT SUBMITAL CONSTRUCTION DRAWINGS - 04/26/19

GENERAL NOTES:

- READ THE COMPLETE SPECIFICATIONS, CONTRACT DOCUMENTS AND COMPLY WITH EACH REQUIREMENTS.
- THE COMPLETE ELECTRICAL INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE N.E.C., AND ALL APPLICABLE STATE AND LOCAL CODES ISSUED BY AUTHORITIES HAVING JURISDICTION.
- THE CONTRACTOR SHALL BE LICENSED BY THE STATE OF CALIFORNIA C-10 AND SHALL COMPLY WITH ALL APPLICABLE CODES AND REGULATIONS. MATERIALS AND EQUIPMENT SHALL BE U.L. LISTED AND LABELED FOR THE APPLICATION.
- THE CONTRACTOR SHALL COORDINATE WITH P&E AS REQUIRED TO COMPLETE WORK.
- PRIOR TO SUBMITTING A BID THE CONTRACTOR SHALL VISIT THE SITE, REVIEW THE EXISTING CONDITIONS AND ALLOW FOR LABOR, MATERIAL AND COORDINATION THAT IS NECESSARY TO PROVIDE A COMPLETE INSTALLATION OF EACH SYSTEM. THE CONTRACTOR SHALL OBTAIN AND BE FAMILIAR WITH ALL OTHER TRADES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ELECTRICAL WORK NOTED AND CALLED OUT ON ALL CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION BETWEEN OTHER TRADES ON PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF PERSONS AND PROPERTY AND SHALL PROVIDE INSURANCE COVERAGE AS NECESSARY FOR LIABILITY, PERSONAL, PROPERTY DAMAGE, TO FULLY PROTECT THE OWNER, ARCHITECT AND ENGINEER FROM ANY AND ALL CLAIMS RESULTING FROM THIS WORK.
- THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS AT THE PROJECT SITE INDICATING ALL MODIFICATIONS TO ELECTRICAL SYSTEMS. THE CONTRACTOR SHALL AT THE CONCLUSION OF THE PROJECT PROVIDE ACCURATE "AS-BUILT" DRAWINGS. "AS-BUILT" DRAWINGS SHALL SHOW ACTUAL CHANGES TO ORIGINAL ELECTRICAL DRAWING, SHOW LOCATIONS OF PULLBOXES, CONDUIT RUNS AND WIRING CHANGES.
- ALL MATERIALS PROVIDED TO THE PROJECT SHALL BE U.L. OR CSA LISTED AND SHALL BE NEW. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE AND INSTALL ALL INCIDENTAL MATERIALS REQUIRED FOR A COMPLETE INSTALLATION.
- THE CONTRACTOR SHALL PROVIDE ALL REQUIRED CUTTING, PATCHING, EXCAVATION, BACKFILL AND REPAIRS NECESSARY TO RESTORE DAMAGED SURFACES TO EQUAL OR BETTER THAN ORIGINAL CONDITIONS EXISTING AT START OF WORK. THE CONTRACTOR SHALL CONTACT "UNDERGROUND SERVICES ALERT" FOR LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCEMENT OF UNDERGROUND WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAINTING ALL EXPOSED CONDUITS AND ELECTRICAL EQUIPMENT. REFER TO ARCHITECT'S PAINTING SECTION FOR REQUIREMENTS.
- ALL ELECTRICAL EQUIPMENT INSTALLED OUTDOORS SHALL BE WEATHERPROOF. ALL EXTERIOR CONDUITS SHALL BE GALVANIZED RIGID STEEL (GRS) UNLESS OTHERWISE NOTED ON DRAWINGS.
- ALL CONDUITS UNLESS OTHERWISE NOTED ON DRAWINGS SHALL HAVE AS A MINIMUM: TWO (2) #12'S WITH ONE (1) #12 GROUND. "TICK" MARKS SHOWN ON CIRCUITRY ARE FOR "ROUGH" ESTIMATING ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WIRES AND WIRE SIZES REQUIRED BY LATEST CODE.
- COORDINATE ALL CONDUIT RUNS, ELECTRICAL EQUIPMENT AND PANELS WITH ALL OTHER WORK TO AVOID CONFLICTS.
- ELECTRICAL EQUIPMENT SHOWN ON THIS DRAWING HAS BEEN SELECTED BASED ON DIMENSIONS TO FIT THE SPACE, THE CONTRACTOR SHALL VERIFY ALL EQUIPMENT DIMENSIONS PRIOR TO ORDERING OF THE EQUIPMENT.
- CONTRACTOR SHALL REVIEW EQUIPMENT REQUIREMENTS OF OTHER TRADES AND PROVIDE POWER CIRCUITS AND CONNECTIONS TO ELECTRICALLY OPERATED EQUIPMENT.
- CONTRACTOR SHALL DETERMINE EXACT LOCATION OF UNDERGROUND POWER AND TELEPHONE SERVICES FROM SERVING UTILITIES. FIELD ADJUSTMENTS MAY BE REQUIRED IN INDIVIDUAL SERVICE LOCATIONS.
- THE CONTRACTOR SHALL CONTACT "UNDERGROUND SERVICES ALERT" FOR LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCEMENT OF UNDERGROUND WORK.
- NEW DUCT ROUTES ARE APPROXIMATE ONLY AND MAY BE ADJUSTED IN THE FIELD TO CLEAR OTHER UNDERGROUND UTILITIES. PROVIDE AS-BUILT DRAWINGS TO INDICATE ACTUAL LOCATION OF CONDUIT ROUTINGS.
- EFFECTIVELY BOND ELECTRICAL CABINETS, ENCLOSURES AND CONDUIT RACEWAYS TO CODE APPROVED GROUND AS PART OF THE CONTINUOUS GROUNDING SYSTEM.
- UTILITY SERVICE WORK SHALL BE IN ACCORDANCE WITH THE SERVING UTILITY COMPANY'S RULES, REGULATIONS AND STANDARDS, AND SHALL BE VERIFIED WITH UTILITY COMPANY'S ENGINEERING DRAWINGS AND FIELD SUPERVISOR. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL DETERMINE EXACT LOCATION OF UNDERGROUND POWER, CATV AND TELEPHONE SERVICES FROM SERVING UTILITIES. FIELD ADJUSTMENTS MAY BE REQUIRED IN INDIVIDUAL SERVICE LOCATIONS, THE CONTRACTOR SHALL REMAIN IN CONTACT WITH UTILITY COMPANY ENGINEERING DEPARTMENTS THROUGHOUT PROJECT TO INSURE COORDINATION AND SCHEDULING OF WORK.
- THE CONTRACTOR SHALL PROVIDE IN EVERY CONDUIT A DRAW STRING FOR USE IN FUTURE CONSTRUCTION. STRINGS SHALL BE NYLON PULLSTRING ROPE/STRINGS. FUTURE DRAW STRINGS INSTALLED IN CONDUITS WITH ENERGIZED CIRCUITS SHALL BE NON COMBUSTIBLE.
- POWER FEEDERS MAY NOT BE SHOWN ON THE DRAWINGS, REFER TO THE SINGLE LINE DIAGRAM FOR CONDUIT AND FEEDER INFORMATION. ALL DRAWINGS ARE DIAGRAMMATIC INDICATING LOCATION OR POSITION OF EQUIPMENT. FIELD VERIFY CONDITIONS PRIOR TO INSTALLATION OF ANY WORK.
- MANUFACTURER'S RECOMMENDATIONS FOR CONDUCTOR SIZING, CIRCUIT BREAKER OR FUSE PROTECTION OF ELECTRICALLY OPERATED EQUIPMENT MAY DIFFER FROM THOSE INDICATED ON DRAWINGS. CONTRACTOR SHALL CONFIRM RATINGS PRIOR TO ORDERING EQUIPMENT. PROVIDE ELECTRICAL PROTECTION TO EQUIPMENT IN ACCORDANCE TO MANUFACTURER'S SPECIFICATIONS AND PER NATIONAL ELECTRICAL CODE REQUIREMENTS.
- PROVIDE SEISMIC BRACING FOR ALL PENDANT LIGHT FIXTURES, FREESTANDING ELECTRICAL DISTRIBUTION EQUIPMENT, MOTOR CONTROL CENTERS ETC; AND CONDUIT RACKS PER SEISMIC CRITERIA 2016 CBC REQUIREMENTS INCLUDING ENGINEERED LOAD CALCULATIONS COMPLETE WITH SWAY BRACING CRITERIA. REFER TO ARCHITECTURAL AND STRUCTURAL DRAWINGS.
- DO NOT SUBSTITUTE SPECIFIED MATERIAL OR EQUIPMENT WITHOUT FIRST OBTAINING APPROVAL FROM THE OWNER OR HIS REPRESENTATIVE.
- ALL SPACES ON PANELS OR SWITCHBOARDS SHALL BE COMPLETE WITH HARDWARES AND BUSSING FOR FUTURE BREAKER OR SWITCH.
- ALL ELECTRICAL WORK SHALL COMPLY WITH THE 2016 NATIONAL ELECTRICAL CODE AS AMENDED BY THE 2016 CALIFORNIA ELECTRICAL CODE.
- SPLICE GROUND WIRE INSIDE ALL METAL ELECTRICAL PULL BOXES AND BOND TO METAL COVER WITH #6 CU BND.

SYMBOL LIST:

- PLAN, DETAIL OR SECTION DESIGNATION.
- SHEET REFERENCE SYMBOL - SEE ASSOCIATED NOTE ON SAME SHEET.
- CONDUIT SCHEDULE SYMBOL.
- INDICATES FIXTURE TYPE.

LUMINAIRE SYMBOLS

- SPORTS FIELD FIXTURE AND POLE - SEE SCHEDULE.

RECEPTACLE SYMBOLS

- CONVENIENCE RECEPTACLE - DUPLEX AT + 18" AFF UON.
- 6FCI CONVENIENCE RECEPTACLE - DUPLEX.
- RECEPTACLE DOUBLE DUPLEX AT + 18" AFF UON.

POWER DISTRIBUTION SINGLE LINE SYMBOLS

- CIRCUIT BREAKER.
- #64E" METER W/ CURRENT TRANSFORMER.
- TRANSFORMER.

POWER DISTRIBUTION SYMBOLS

- PANELBOARD - SURFACE OR FLUSH MOUNTED.
- JUNCTION BOX - CEILING OR WALL MOUNTED, SIZE TO CODE, TAPE AND TAG WIRES. PROVIDE FLEX AND/OR RECEPTACLE AS REQUIRED TO CONNECT EQUIPMENT.
- DISTRIBUTION PANEL.
- MOTOR.
- COMBINATION MAGNETIC STARTER FUSED DISCONNECT SWITCH. RATINGS AS INDICATED.
- UNFUSED DISCONNECT SWITCH - RATINGS AS INDICATED.
- FUSED DISCONNECT SWITCH - SIZE FUSES PER MOTOR MANUFACTURER'S RECOMMENDATIONS, RATINGS AS INDICATED.
- MAGNETIC STARTER - NEMA SIZE INDICATED.
- TRANSFORMER - SEE SINGLE LINE FOR SIZE.
- GROUND ROD.

WIRING & CONDUIT RUN SYMBOLS

- CONDUIT - CONCEALED IN WALLS OR CEILING.
- CONDUIT - EXPOSED, GRS.
- CONDUIT - UNDERGROUND, PVC SCHEDULE 40 (NEW).
- CONDUIT - UNDERGROUND, PVC SCHEDULE 40 (EXISTING).
- CONDUIT - HOME RUN TO PANEL, TERMINAL CABINET, ETC. RUNS MARKED WITH CROSSHATCHES INDICATE NUMBER OF #12 AWG WIRES. CROSSHATCH WITH SUBSCRIPT '10' INDICATES GREEN GROUND WIRE. SIZE CONDUIT ACCORDING TO SPECIFICATIONS AND APPLICABLE CODE. CROSSHATCHES WITH "10" INDICATES WIRE SIZE OTHER THAN #12'S.
- FLEX CONDUIT WITH CONNECTION.
- CONDUIT - STUB UP.
- CONDUIT - STUB DOWN.
- GAPPED CONDUIT.
- CONDUIT CONTINUATION.

ABBREVIATIONS:

- A AMPERE
- ABV ABOVE
- AF AMP FRAME OR AMP FUSE
- AFF ABOVE FINISHED FLOOR
- ARCH ARCHITECTURAL
- AS AMP SWITCH
- AT AMP TRIP
- ATS AUTOMATIC TRANSFER SWITCH
- BKR BREAKER
- BLDG BUILDING
- C CONDUIT
- CATV CABLE TELEVISION
- CB CIRCUIT BREAKER
- CD CANDELA
- CKT CIRCUIT
- CL CENTER LINE
- CL6 CEILING
- CO CONDUIT ONLY
- CTR CENTER
- DEL DELICIOUS
- DET DETAIL
- DIM DIMENSION
- DISTR DISTRIBUTION
- DWG DRAWING
- EX EXISTING
- EM EMERGENCY
- EQPT EQUIPMENT
- FA FIRE ALARM
- FACP FIRE ALARM CONTROL PANEL
- F FUTURE
- FIN FINISH
- FL FLOOR
- G, GND GROUND
- HST HEIGHT
- HP HORSEPOWER
- IC INTERCOM
- IDF INTERMEDIATE DISTRIBUTION FRAME
- JB JUNCTION BOX
- KAIC KILOAMPERE INTERRUPTING CAPACITY
- KV KILOVOLT
- KVA KILOVOLT AMPERES
- KM KILOWATT
- LT6 LIGHTING
- MCM THOUSAND CIRCULAR MILS
- MDF MAIN DISTRIBUTION FRAME
- MECH MECHANICAL
- MH MANHOLE
- MTD MOUNTED
- MTS MOUNTING
- N NEAR
- NC NORMALLY CLOSED
- NIC NOT IN CONTRACT
- NIEG NOT IN ELECTRICAL CONTRACT
- NO NUMBER/ NORMALLY OPEN
- NTS NOT TO SCALE
- O.C. ON CENTER
- P POLE CIRCUIT BREAKER
- PA PUBLIC ADDRESS
- PB PULL BOX
- PF POWER FACTOR
- PH PHASE
- PNL PANEL
- (R) EXISTING TO BE RELOCATED
- REGD REQUIRED
- REQT REQUIREMENT(S)
- ROOM ROOM
- RSG RIGID STEEL CONDUIT
- SHT SHEET
- SW SWITCH
- SWBD SWITCHBOARD
- TC TERMINAL CABINET
- TEL TELEPHONE
- TYP TYPICAL
- UON UNLESS OTHERWISE NOTED
- V VOLT
- W WATT
- WP WEATHERPROOF
- XFMR TRANSFORMER

FIXTURE SCHEDULE

TYPE	LAMPS	LAMP QUANTITY	BALLAST	MOUNTING	DESCRIPTION	WEIGHT
SI-54					SPORT FIELD FIXTURES AND POLES. SEE MUSCO SUBMITTAL PACKAGE FOR ADDITIONAL INFORMATION AND REQUIREMENTS.	
EM					EMERGENCY LED FIXTURES. SEE MUSCO SUBMITTAL PACKAGE FOR ADDITIONAL INFORMATION AND REQUIREMENTS. SI-54 TO HAVE EMERGENCY LED FIXTURES. VERIFY QUANTITY AND REQUIREMENTS.	

SHEET INDEX:

E0.1	ELECTRICAL SYMBOLS, ABBREVIATIONS, NOTES AND FIXTURE SCHEDULE
E1.0	ELECTRICAL SITE PLAN
E2.0	SKATE PARK LIGHTING PLAN
E2.1	SKATE PARK EMERGENCY POWER PLAN
E3.0	ELECTRICAL DETAILS
E3.1	ELECTRICAL DETAILS
E3.2	ELECTRICAL DETAILS
E4.0	SINGLE LINE DIAGRAM
E4.1	SYSTEM LOAD CALCULATIONS AND PANEL SCHEDULES

American Consulting Engineers Electrical, Inc.



Record Drawings

Designer: _____ Date: _____
 Public Works Inspector: _____ Date: _____
 Utility/Facility Dept. Head: _____ Date: _____
 Project Engineer: _____ Date: _____
 Public Improvements Initially Accepted by _____
 The City Council on: _____ Res. No. _____

Revisions

Num.	Description	Engr. Appr.	Date
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Drawn By: SB Date: 04/26/19
 Checked By: SF Date: 04/26/19
 Designed By: SF Date: 04/26/19



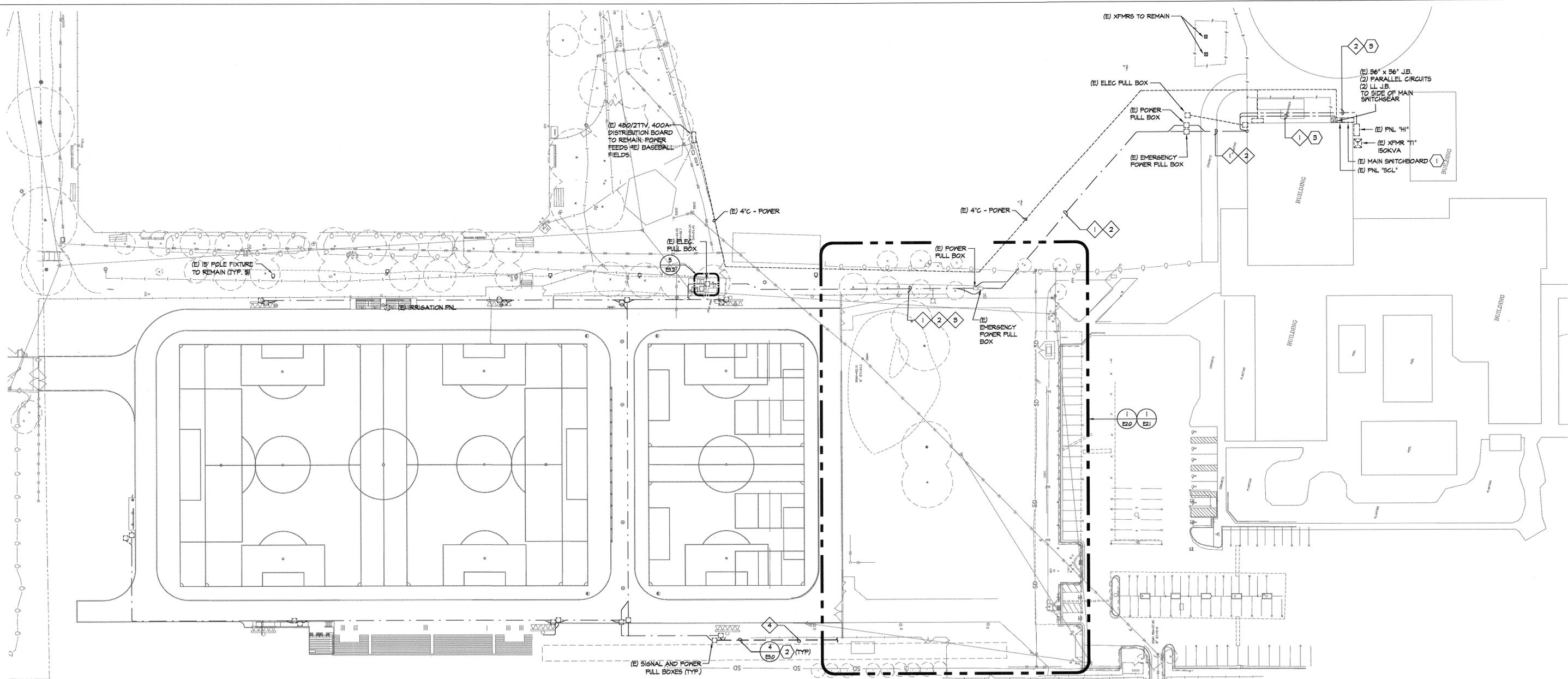
CITY OF MILPITAS
ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

ELECTRICAL SYMBOLS, ABBREVIATIONS, NOTES AND FIXTURE SCHEDULE

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
 DRAWING NO. E0.1
 REC. DWG NO. 2-###
 SCALE:
 SHEET: 40 OF 87



1 ELECTRICAL SITE PLAN - DEMOLITION
 E1.0 SCALE: 1" = 40'-0"



GENERAL NOTES:

- ALL ELECTRICAL WORK SHALL COMPLY WITH THE 2016 CALIFORNIA ELECTRICAL CODE.
- CONTRACTOR TO SITE SURVEY EXISTING CONDITIONS AND LOCATIONS OF EXISTING UNDERGROUND SYSTEMS, WHERE (N) WORK OCCURS PRIOR TO BIDDING. CONTRACTOR SHALL TAKE PROPER PRECAUTIONS TO ENSURE (E) UNDERGROUND SYSTEMS/CONDUIT/PIPES ARE NOT DAMAGED DURING INSTALLATION. CONTRACTOR IS RESPONSIBLE FOR ANY REPAIRS REQUIRED IN THE EVENT THE (E) UNDERGROUND SYSTEMS ARE DAMAGED AS A RESULT OF THE (N) WORK.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SAN CUTTING AND REMOVAL OF EXISTING SURFACES TO FACILITATE UNDERGROUND SYSTEMS. THE CONTRACTOR SHALL PATCH AND REPAIR ALL DAMAGED AND CUT SURFACES TO MATCH ADJACENT. SEE LANDSCAPE DRAWINGS TO COORDINATE THE NEW FIELD SURFACES.
- CONTRACTOR SHALL COORDINATE UNDERGROUND REQUIREMENTS WITH ALL OTHER TRADES TO AVOID CONFLICT.

SHEET NOTES:

- (E) 400A BREAKER LOCATED IN (E) 2000A SWITCHBOARD.
- CONTRACTOR TO VERIFY PRIOR TO BID TO ENSURE PATCH SURFACE REPAIR MATCHES TO FACILITATE (N) TRENCH WORK AS SHOWN.
- (E) CONDUIT SURFACE MOUNTED ON EXTERIOR OF (E) BUILDINGS.

CONDUIT SCHEDULE:

- (E) 4" C - POWER
- (E) 2" C - EMERGENCY POWER
(E) 2" C - SPARE
- (E) (6) 2" C - POWER (SKATE PARK).
- (N) (1) 2" C - SIGNAL

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**American Consulting Engineers
Electrical, Inc.**

1500 The Alameda, Suite 200
San Jose, CA 95126
JOB # E18101.00

408/235-2312
408/235-2315



Record Drawings

Designer: _____	Date: _____
Public Works Inspector: _____	Date: _____
Utility/Facility Dept. Head: _____	Date: _____
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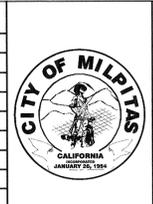
Drawn By: SF Date: 04/26/19

Checked By: SF Date: 04/26/19

Designed By: SF Date: 04/26/19

Revisions

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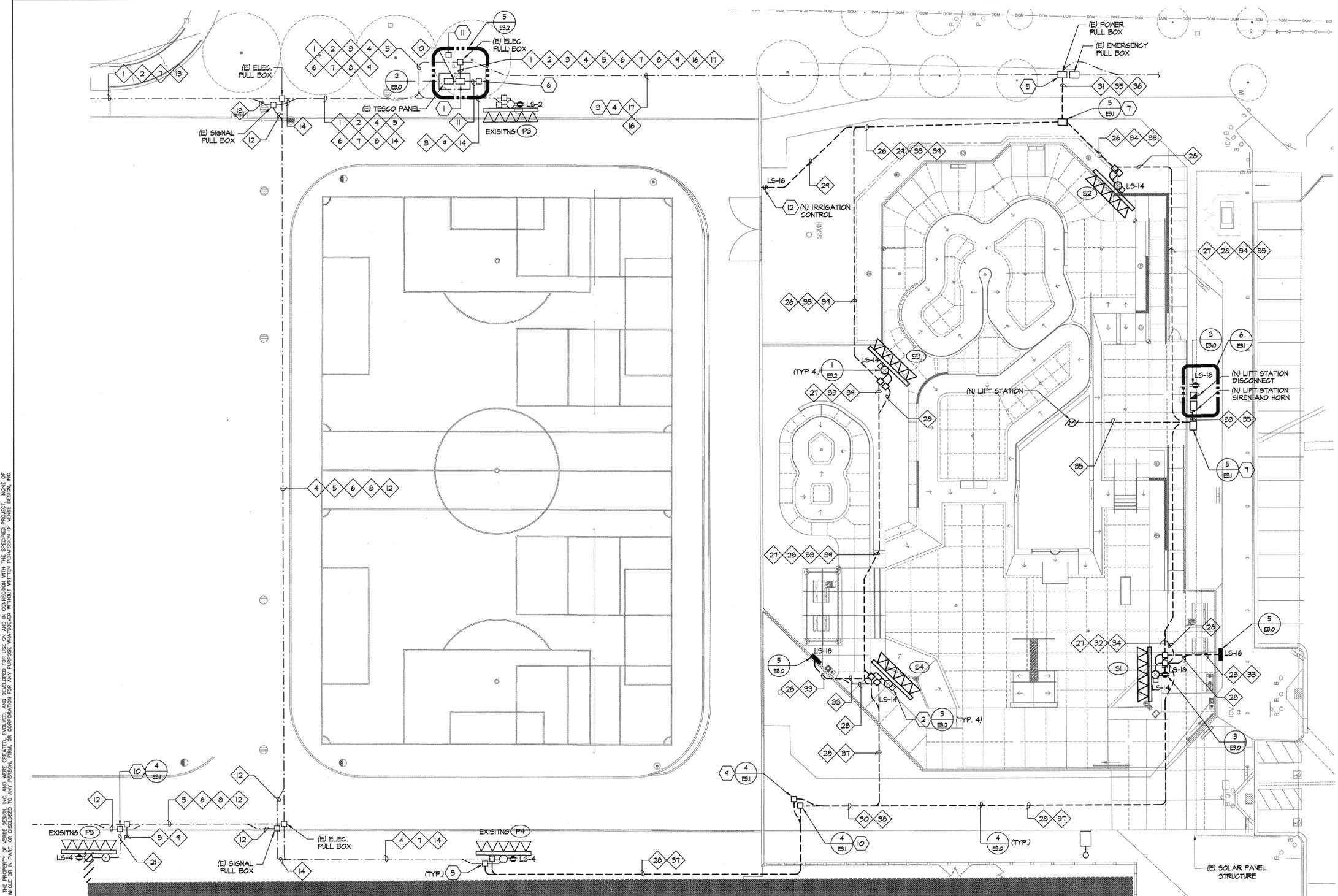
**CITY OF MILPITAS
ENGINEERING DIVISION**

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

ELECTRICAL SITE PLAN - DEMOLITION

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 04/19
WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. E10
REC. DWG NO. 2-####
SCALE:
SHEET: 41 OF 87



EXISTING CONDUIT SCHEDULE:

- 1 2" C - SOCCER FIELD LIGHTS #1
2" C - SPARE
- 2 2" C - SOCCER FIELD LIGHTS #2
2" C - SPARE
- 3 2" C - SOCCER FIELD LIGHTS #3
2" C - SPARE
- 4 2" C - SOCCER FIELD LIGHTS #4
2" C - SPARE
- 5 2" C - SOCCER FIELD LIGHTS #5
2" C - SPARE
- 6 2" C - SOCCER FIELD LIGHTS #6
2" C - SPARE
- 7 2" C - RECEPTACLES/IRRIGATION PANEL
(3) #4 + #8 CU GND
- 8 2" C - RECEPTACLES/SCOREBOARD POWER
(4) #4 + #8 CU GND
- 9 1" C - RECEPTACLE
(2) #4 + #8 CU GND
- 10 1" C - POWER
- 11 (E) CONDUIT AND WIRING
- 12 4" CO - SIGNAL
- 13 (2) 2" C - SIGNAL
- 14 2" C - SIGNAL
- 15 2" CO - SCOREBOARD CONTROL
- 16 (6) 2" CO - FUTURE SKATE PARK
- 17 4" C - POWER
- 18 2" C - RECEPTACLES/SCOREBOARD POWER
(3) #4 + #8 CU GND
- 19 1" C - SCOREBOARD POWER
(2) #4 + #8 CU GND
- 20 (4) 2" C - SIGNAL
- 21 1" C - SIGNAL
- 22 2" C - RECEPTACLES
(2) #4 + #8 CU GND
- 23 1" C - IRRIGATION PANEL
(2) #4 + #8 CU GND
- 24 NOT USED
- 25 NOT USED

NEW CONDUIT SCHEDULE:

- 26 (N) (2) 2" C - POWER (SKATE PARK LIGHTS)
- 27 (N) (1) 2" C - POWER (SKATE PARK LIGHTS)
- 28 (N) 2" CO - SIGNAL
- 29 (N) 2" C - IRRIGATION CONTROLLER
- 30 (N) (2) 2" CO - SIGNAL
- 31 (N) (4) 2" C - POWER (SKATE PARK LIGHTS)
- 32 (N) 2" C - RECEPTACLES
- 33 (N) 2" C - RECEPTACLE PEDESTAL
- 34 (N) 2" C - SECURITY CAMERA AND RECEPTACLE PEDESTAL
- 35 (N) 2" C - LIFT STATION PUMP
- 36 (N) 2" C - RECEPTACLES, IRRIGATION CONTROLLER AND SECURITY CAMERAS
- 37 (N) 2" CO - SPARE - POWER
- 38 (N) (2) 2" CO - SPARE - POWER
- 39 (N) 2" C - SECURITY CAMERA

1 SKATE PARK LIGHTING PLAN
SCALE: 1" = 20'-0"
NORTH

GENERAL NOTES:

1. ALL ELECTRICAL WORK SHALL COMPLY WITH THE 2016 CALIFORNIA ELECTRICAL CODE.
2. CONTRACTOR SHALL COORDINATE UNDERGROUND REQUIREMENTS WITH ALL OTHER TRADES TO AVOID CONFLICT.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SAM CUTTING AND REMOVAL OF EXISTING SURFACES TO FACILITATE UNDERGROUND SYSTEMS. THE CONTRACTOR SHALL PATCH AND REPAIR ALL DAMAGED AND CUT SURFACES TO MATCH ADJACENT. SEE LANDSCAPE DRAWINGS TO COORDINATE THE NEW FIELD SURFACES.
4. CONCRETE ENGAGED ELECTRODE GROUNDING SYSTEM PROVIDED BY THE MANUFACTURER FOR ALL SPORT FIELD LIGHTS.
5. CONTRACTOR TO SITE SURVEY EXISTING CONDITIONS AND LOCATIONS OF EXISTING UNDERGROUND SYSTEMS WHERE (N) TRENCHWORK OCCURS PRIOR TO BIDDING. CONTRACTOR SHALL TAKE PROPER PRECAUTIONS TO ENSURE (E) UNDERGROUND SYSTEMS/CONDUITS/PIPES ARE NOT DAMAGED DURING INSTALLATION. CONTRACTOR IS RESPONSIBLE FOR ANY REPAIRS REQUIRED IN THE EVENT THE (E) UNDERGROUND SYSTEMS ARE DAMAGED AS A RESULT OF THE (N) ELECTRICAL TRENCHWORK.
6. SEE SINGLE LINE DIAGRAM FOR WIRE SIZES AND CONDUIT REQUIREMENTS OF SKATE PARK LIGHTING.
7. SEE DETAIL 1/ES.2 FOR POLE BASE CONDUIT ROUTING TO MUSCO POLE.
8. CONTRACTOR TO COORDINATE SITE PLAN TO COMBINE ALL UNDERGROUND CONDUITS IN COMMON TRENCH AS NECESSARY.
9. ALL EMPTY CONDUIT SHALL BE PROVIDED WITH NYLON PULL CORD AS NOTED IN THE SPECIFICATIONS.
10. SEE DETAIL 4/ES.0 FOR TRENCHING REQUIREMENTS.

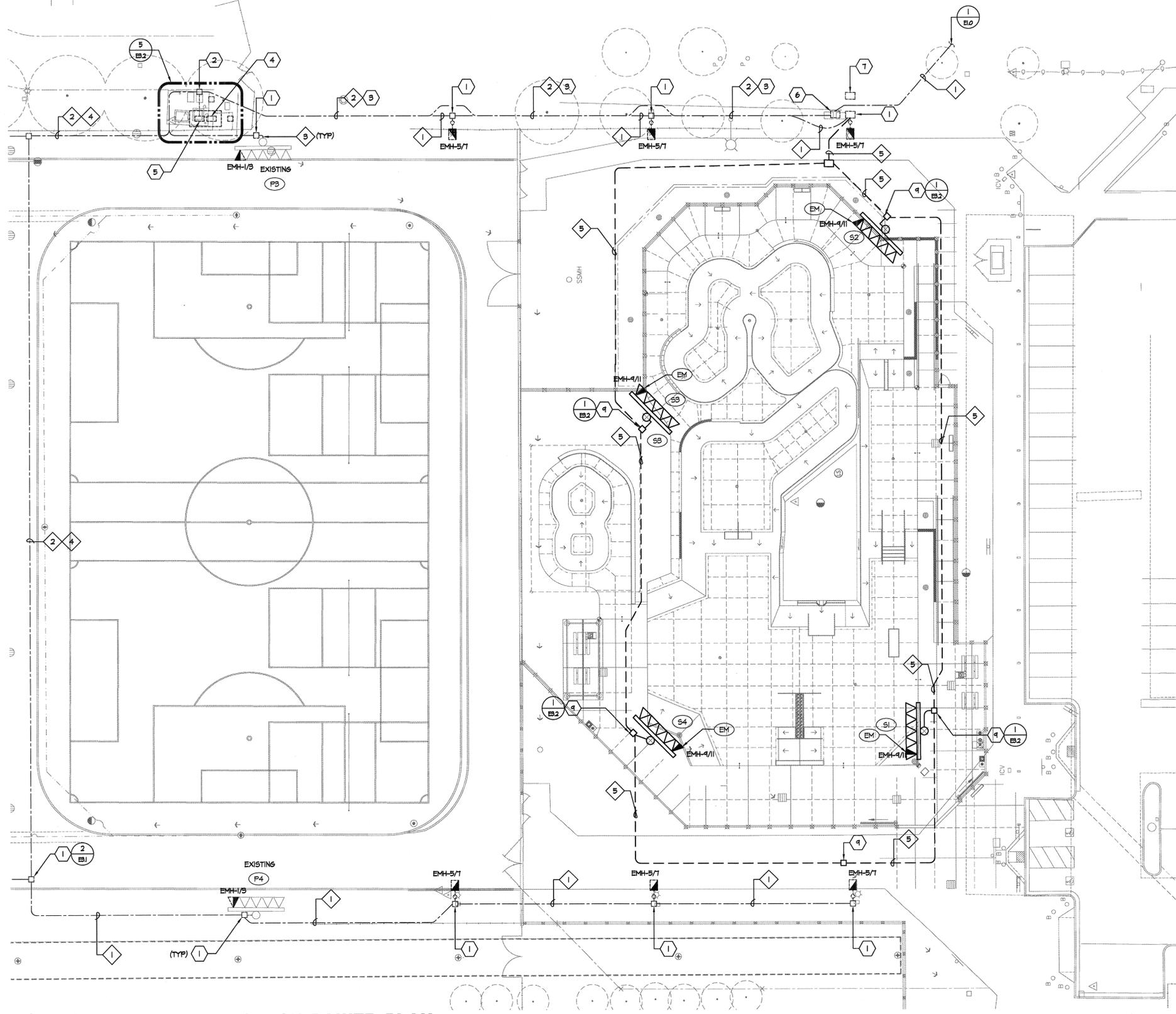
SHEET NOTES:

- 1 (E) SQUARE D INTEGRATED POWER CENTER (OR EQUAL) WITH 480V/277V 400A PANEL, 208/120V 100A PANEL, AND 48KVA TRANSFORMER. SEE SINGLE LINE DIAGRAM FOR (N) REQUIREMENTS.
- 2 NEW NEMA-4 BOX FOR FUTURE SECURITY CAMERA POWER. CONTRACTOR TO COIL NEW WIRE FOR FUTURE SECURITY CAMERA INSIDE NEW NEMA-4 BOX.
- 3 ALL 120V BRANCH CIRCUITS FOR RECEPTACLES AND UNDERGROUND CONDUITS SHALL BE ROUTED IN EXISTING SPARE 2" C. LIFT STATION WILL HAVE ITS OWN DEDICATED CIRCUIT IN EXISTING SPARE 2" C.
- 4 CONTRACTOR TO USE (6) OF THE (E) SPARE 2" C. (4) OF THE 2" CO WILL BE DEDICATED TO MUSCO LIGHTING CIRCUITS.
- 5 STUB CONDUIT IN (E) PULL BOX. SLURRY PENETRATION AS REQUIRED.
- 6 (E) PANEL TO REMAIN.
- 7 ELECTRICAL PULL BOX LABEL LID "ELECTRICAL".
- 8 SIGNAL PULL BOX LABEL LID "SIGNAL".
- 9 (N) POWER PULL BOX B2436. LABEL LID "POWER".
- 10 (N) SIGNAL PULL BOX B2436. LABEL LID "SIGNAL".
- 11 (E) EMERGENCY POWER PULL BOX. SEE E2.1 FOR EMERGENCY LIGHTING PLAN.
- 12 STAINLESS STEEL IRRIGATION CONTROLLER PEDESTAL WITH BUILT-IN DISCONNECT SWITCH.

 American Consulting Engineers Electrical, Inc. <small>1500 The Alameda, Suite 200, San Jose, CA 95126 408/236-2312 Fax: 408/236-2310 Job # E18101.00</small>	 DESIGNER	Record Drawings Designer: _____ Date: _____ Public Works Inspector: _____ Date: _____ Utility/Facility Dept. Head: _____ Date: _____ Project Engineer: _____ Date: _____ Public Improvements Initially Accepted by the City Council on: _____ Res. No.: _____	Drawn By: <u>SB</u> Date: <u>04/26/19</u> Checked By: <u>SF</u> Date: <u>04/26/19</u> Designed By: <u>SF</u> Date: <u>04/26/19</u>	Revisions <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Num.</th> <th>Description</th> <th>Engr. Appr.</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Num.	Description	Engr. Appr.	Date					 CITY OF MILPITAS ENGINEERING DIVISION MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS PROJECT NO. 5111, 3424 AND 6133 SKATE PARK LIGHTING PLAN RECOMMENDED FOR BIDDING BY: <u>[Signature]</u> DATE: <u>5/1/19</u> WooJae Kim, P.E., CIP Manager	PROJECT NO. 5111, 3424 & 6133
					Num.	Description	Engr. Appr.	Date						
DRAWING NO. E2.0	REC. DWG NO. 2-####	SCALE:	SHEET: 42 OF 87											

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BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19



GENERAL NOTES:

1. ALL ELECTRICAL WORK SHALL COMPLY WITH THE 2016 CALIFORNIA ELECTRICAL CODE.
2. CONTRACTOR SHALL COORDINATE UNDERGROUND REQUIREMENTS WITH ALL OTHER TRADES TO AVOID CONFLICT.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SAW CUTTING AND REMOVAL OF EXISTING SURFACES TO FACILITATE UNDERGROUND SYSTEMS. THE CONTRACTOR SHALL PATCH AND REPAIR ALL DAMAGED AND CUT SURFACES TO MATCH ADJACENT. SEE LANDSCAPE DRAWINGS TO COORDINATE NEW FIELD SURFACES.
4. CONCRETE ENCASED ELECTRODE GROUNDING SYSTEM PROVIDED BY THE MANUFACTURER FOR ALL SPORT FIELD LIGHTS.
5. CONTRACTOR TO SITE SURVEY EXISTING CONDITIONS AND LOCATIONS OF EXISTING UNDERGROUND SYSTEMS WHERE (N) TRENCHWORK OCCURS PRIOR TO BIDDING. CONTRACTOR SHALL TAKE PROPER PRECAUTIONS TO ENSURE (E) UNDERGROUND SYSTEMS/CONDUIT/PIPES ARE NOT DAMAGED DURING INSTALLATION. CONTRACTOR IS RESPONSIBLE FOR ANY REPAIRS REQUIRED IN THE EVENT THE (E) UNDERGROUND SYSTEMS ARE DAMAGED AS A RESULT OF THE (N) ELECTRICAL TRENCHWORK.
6. SEE SINGLE LINE DIAGRAM FOR WIRE SIZES AND CONDUIT REQUIREMENTS OF SKATE PARK LIGHTING.
7. CONTRACTOR TO COORDINATE SITE PLAN TO COMBINE ALL UNDERGROUND CONDUITS IN COMMON TRENCH AS NECESSARY.
8. ALL EMPTY CONDUIT SHALL BE PROVIDED WITH NYLON PULL CORD AS NOTED IN THE SPECIFICATIONS.
9. SEE DETAIL 9/EB.0 FOR TRENCHING REQUIREMENTS.
10. SEE DETAIL 6/EB.1 FOR SPORTS LIGHTING FULLBOX CONDUIT ROUTING DETAIL.
11. CONTRACTOR TO PROVIDE ALL MATERIALS, EQUIPMENT, SKATE PARK, CONTROL CABINETS, WIRING, CONDUITS, ETC. TO SUCCESSFULLY INSTALL NEW SKATE PARK LIGHTING.
12. SPLICE GROUND WIRE INSIDE ALL ELECTRICAL FULL BOXES LABELED "EMERGENCY POWER" AND BOND TO METAL COVER WITH #6 CU GND.
13. ALL TRENCHES IN FIRE LANES SHALL HAVE THE SOIL ENGINEER OR CIVIL ENGINEER CONDUCT COMPACTION TESTING TO ASSURE RESTORATION OF FIRE ROAD.

SHEET NOTES:

- 1 (E) ELECTRICAL FULL BOX B1017. LABEL LID "EMERGENCY POWER".
- 2 (E) EMERGENCY POWER FULL BOX B2436
- 3 ROUTE (N) EMERGENCY WIRING IN (E) 2" - SPARE.
- 4 (E) INTEGRATED POWER CENTER.
- 5 (E) TESCO SERVICE PEDESTAL FOR EMERGENCY LIGHTING AND POWER. VERIFY AND COORDINATE AVAILABLE BREAKERS IN (E) 100A PANEL (480/277V), DISTRIBUTION CIRCUIT BREAKERS, LIGHTING CONTACTORS, AND TIME CLOCK. SEE SINGLE LINE DIAGRAM FOR ADDITIONAL INFORMATION.
- 6 (E) ELECTRICAL FULL BOX B2436. LABEL LID "EMERGENCY POWER".
- 7 (E) ELECTRICAL FULL BOX B2436. LABEL LID "ELECTRICAL".
- 8 NOT USED
- 9 (N) ELECTRICAL FULL BOX B1017. LABEL LID "EMERGENCY POWER".

CONDUIT SCHEDULE:

- 1 (E) 2" - EMERGENCY LIGHTING
(E) 2"CO - SPARE
- 2 (E) (2) 2" - EMERGENCY LIGHTING
(E) (2) 2"CO - SPARE
- 3 (E) 1/2" - EMERGENCY LIGHTING
- 4 (E) 2" - EMERGENCY RECEPTACLE
(E) (2) #4 + #6 CU GND
- 5 (N) 2" - EMERGENCY LIGHTING
(N) 2"CO - SPARE

1 SKATE PARK EMERGENCY POWER PLAN

E2.1 SCALE: 1" = 20'-0"



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**American Consulting Engineers
Electrical, Inc.**

1580 The Alameda, Suite 200
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JOB # E18101.00

408/236-2312
Fax: 408/236-2316

Designer Stamp

Professional Engineer
E16890
Exp. 06/30/19
ELECTRICAL
STATE OF CALIFORNIA

Record Drawings

Designer	Date
Public Works Inspector	Date
Utility/Facility Dept. Head	Date
Project Engineer	Date
Public Improvements Initially Accepted by the City Council on	Res. No.

Drawn By: SB Date: 04/26/19

Checked By: SF Date: 04/26/19

Designed By: SF Date: 04/26/19

Revisions

Num.	Description	Engr. Appr.	Date



**CITY OF MILPITAS
ENGINEERING DIVISION**

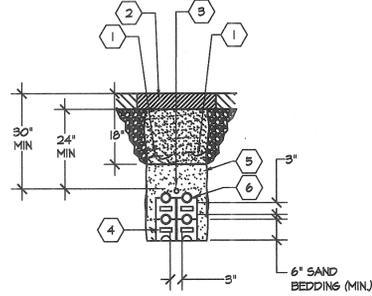
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

SKATE PARK EMERGENCY POWER PLAN

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. E21
REC. DWG NO. 2-####
SCALE:
SHEET: 43 OF 87

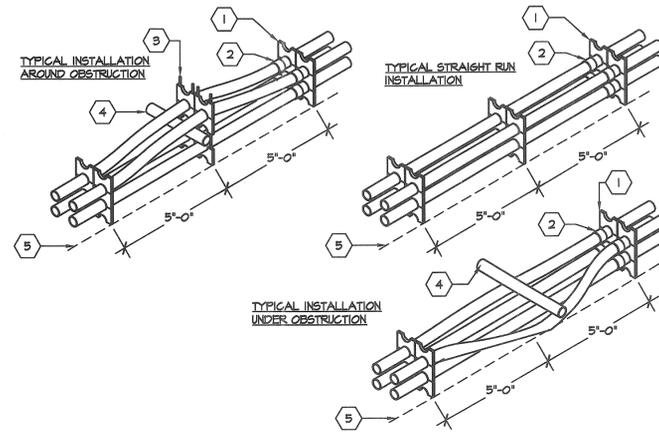
- 1 PLASTIC WARNING TAPE
- 2 LAST 12" AB MATERIAL AT 95% COMPACTION FOR ASPHALT AND CONCRETE, 90% FOR PLANTED AREAS
- 3 10 AMS WIRE OR METAL TRACING TAPE PLACED ON TOP OF CONDUITS AND CONTINUOUS THROUGHOUT ENTIRE TRENCH LENGTH AND TERMINATING ON RISER UNISTRUT OR GROUNDING BAR IN GROUND BOX.
- 4 BOTTOM AND MIDDLE PLASTIC SPACERS EVERY 5'-0" SHALL BE USED WHERE CONDUITS HAVE TO BE STACKED ON TOP OF ONE ANOTHER DUE TO SPACE LIMITATIONS
- 5 SAND AT 95% COMPACTION
- 6 POWER & SIGNAL SYSTEMS CONDUITS



1 TYPICAL CONDUIT AND TRENCH DETAIL

E3.0 NOT TO SCALE

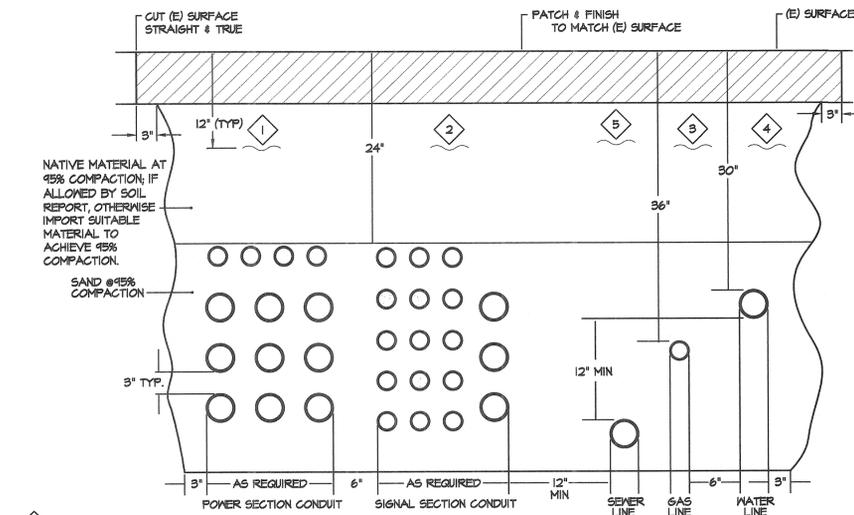
- 1 BOTTOM & MIDDLE PLASTIC SPACERS EVERY 5' SHALL BE USED WHERE CONDUITS HAVE TO BE STACKED ON TOP OF ONE ANOTHER DUE TO SPACE LIMITATIONS.
- 2 COUPLING
- 3 REINFORCING STEEL RODS
- 4 OBSTRUCTION
- 5 TRENCH BOTTOM



NOTES:
 1. USE THESE DETAILS TO AVOID CONFLICTS WITH EXISTING OR NEW OBSTRUCTIONS.
 2. SPACE SIGNAL AND COMMUNICATION CONDUIT 6" FROM POWER CONDUIT (ABOVE 120V) AND 3" FROM ALL OTHER CONDUIT.

2 UNDERGROUND CONDUIT IN TRENCH DETAIL

E3.0 NOT TO SCALE

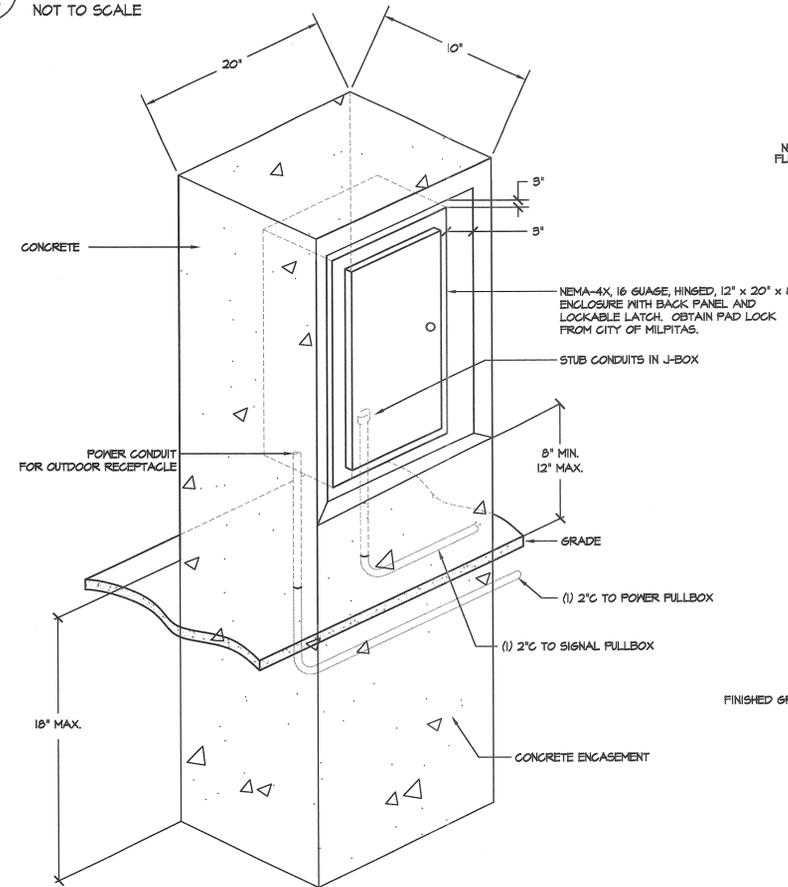


- 1 WARNING TAPE MARKED "POWER"
- 2 WARNING TAPE MARKED "SIGNAL"
- 3 WARNING TAPE MARKED "GAS"
- 4 WARNING TAPE MARKED "WATER"
- 5 WARNING TAPE MARKED "SEWER"

NOTES:
 1. ALL ELECTRICAL TRENCH WORK SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
 2. MINIMUM SPACING BETWEEN CONDUITS IS 3".
 3. SEE SITE/FLOOR PLANS AND SPECIFICATIONS FOR CONDUIT REQUIREMENTS.
 4. ALL TRENCHES IN FIRE LANES SHALL HAVE THE SOIL ENGINEER OR CIVIL ENGINEER CONDUCT COMPACTION TESTING TO ASSURE RESTORATION OF FIRE ROAD.

4 TYPICAL JOINT TRENCH & DUCT BANK DETAIL

E3.0 NOT TO SCALE

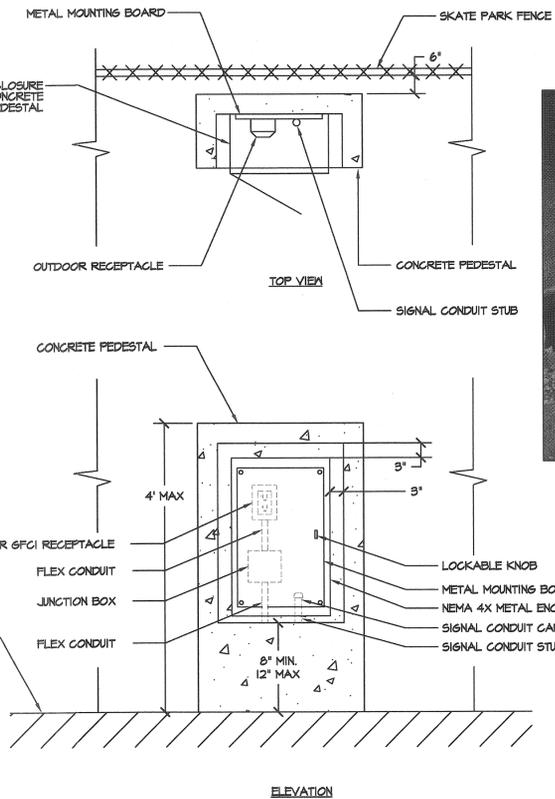


5 METAL ENCLOSURE MOUNTING DETAIL WITH CONCRETE PEDESTAL

E3.0 SCALE: NONE

3 OUTDOOR 'GFCI' RECEPTACLE DETAIL

E3.0 NOT TO SCALE



TYPICAL PHOTO OF CONCRETE PEDESTAL

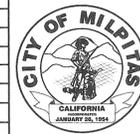
American Consulting Engineers Electrical, Inc.
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 408/236-2312
 408/228-2488
 JOB # E18101.00



Record Drawings	
Designer	Date
Public Works Inspector	Date
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Public Improvements Initially Accepted by the City Council or	Res. No.

Drawn By: SB Date: 04/26/19
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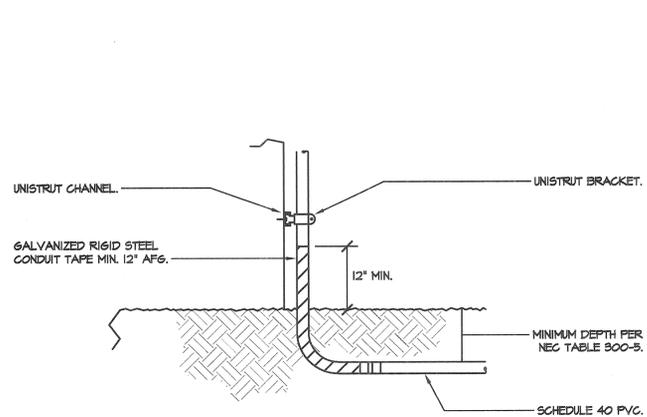
Revisions			
Num.	Description	Engr. Appr.	Date



CITY OF MILPITAS
 ENGINEERING DIVISION
 MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133
ELECTRICAL DETAILS
 RECOMMENDED FOR BIDDING BY: WooJae Kim DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
 DRAWING NO. E3.0
 REC. DWG NO. 2-####
 SCALE:
 SHEET: 44 OF 87

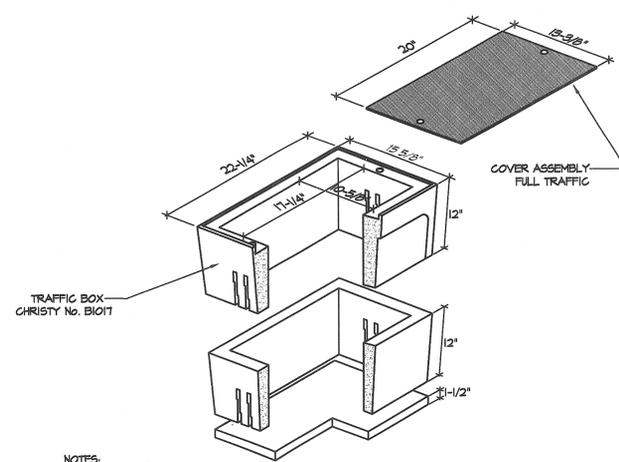
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NOTE:

- FOR WOOD STUD WALL: USE 3/8" LAG BOLT WITH MIN. 3/4" EMBEDMENT INTO STUDS. (ONE AT EACH END OF BRACKET)
- FOR CONCRETE WALL: USE 3/8" WEDGE ANCHOR WITH MIN. 2-1/2" EMBEDMENT INTO CONCRETE WALL. (ONE AT EACH END OF BRACKET)

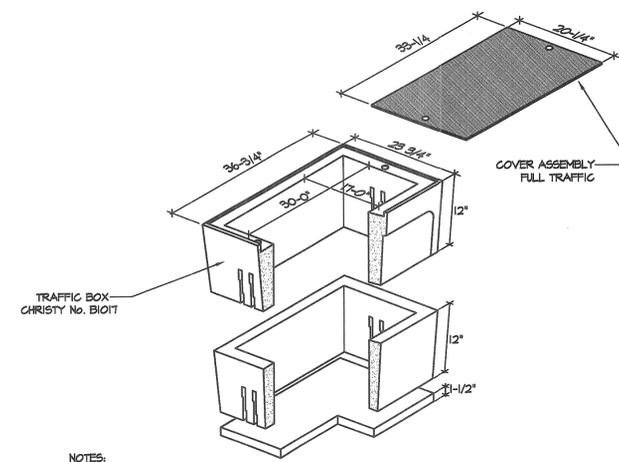
1 UNDERGROUND CONDUIT RISER DETAIL
E3.1 SCALE: NOT TO SCALE



NOTES:

- HIGH DENSITY REINFORCED CONCRETE BOX WITH NON-SETTING SHOULDERS POSITIONED TO MAINTAIN GRADE AND FACILITATE BACK FILLING. APPROXIMATE DIMENSIONS SHOWN.
- ALL CONDUITS SHALL ENTER FROM SIDES OF FULL BOX. CONTRACTOR SHALL PROVIDE FULL BOX EXTENSION AS REQUIRED. NO CONDUITS SHALL BE ALLOWED FROM THE BOTTOM OF THE FULL BOX.
- CONTRACTOR SHALL STACK CONDUITS AS REQUIRED TO MEET THE NEC CODE REQUIREMENTS.
- PROVIDE BELL ENDS ON ALL CONDUIT.

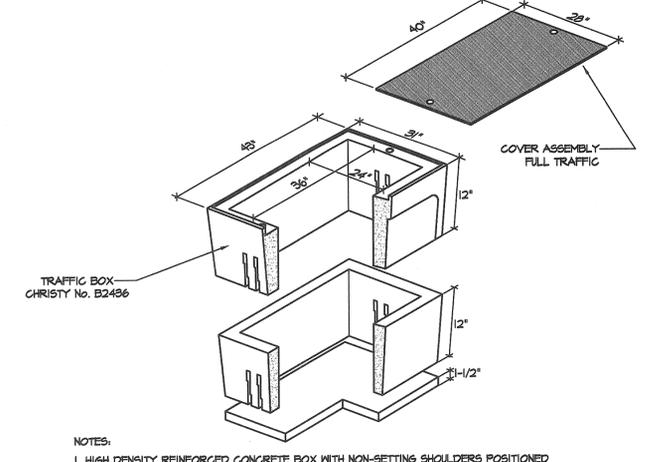
2 B1017 ELECTRICAL VAULT
E3.1 NOT TO SCALE (FULL TRAFFIC COVER)



NOTES:

- HIGH DENSITY REINFORCED CONCRETE BOX WITH NON-SETTING SHOULDERS POSITIONED TO MAINTAIN GRADE AND FACILITATE BACK FILLING. APPROXIMATE DIMENSIONS SHOWN.
- ALL CONDUITS SHALL ENTER FROM SIDES OF FULL BOX. CONTRACTOR SHALL PROVIDE FULL BOX EXTENSION AS REQUIRED. NO CONDUITS SHALL BE ALLOWED FROM THE BOTTOM OF THE FULL BOX.
- CONTRACTOR SHALL STACK CONDUITS AS REQUIRED TO MEET THE NEC CODE REQUIREMENTS.
- PROVIDE BELL ENDS ON ALL CONDUIT.

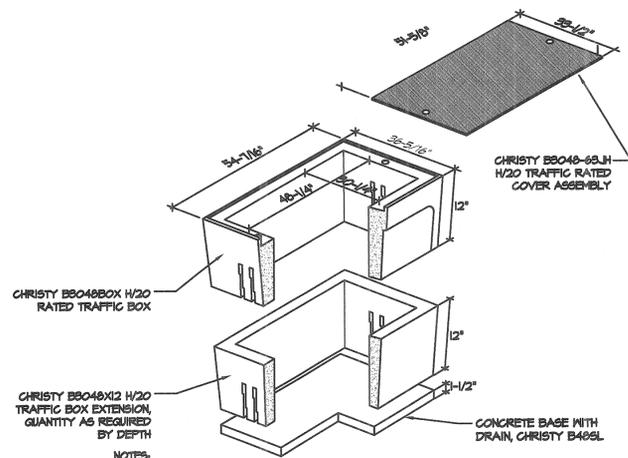
3 B1730 ELECTRICAL VAULT
E3.1 NOT TO SCALE (FULL TRAFFIC COVER)



NOTES:

- HIGH DENSITY REINFORCED CONCRETE BOX WITH NON-SETTING SHOULDERS POSITIONED TO MAINTAIN GRADE AND FACILITATE BACK FILLING. APPROXIMATE DIMENSIONS SHOWN.
- ALL CONDUITS SHALL ENTER FROM SIDES OF FULL BOX. CONTRACTOR SHALL PROVIDE FULL BOX EXTENSION AS REQUIRED. NO CONDUITS SHALL BE ALLOWED FROM THE BOTTOM OF THE FULL BOX.
- CONTRACTOR SHALL STACK CONDUITS AS REQUIRED TO MEET THE NEC CODE REQUIREMENTS.
- PROVIDE BELL ENDS ON ALL CONDUIT.
- PROVIDE 6" CONCRETE SLURRY AROUND BOX.
- ALL PENETRATIONS INTO BOXES SHALL BE SEALED WITH GROUT.

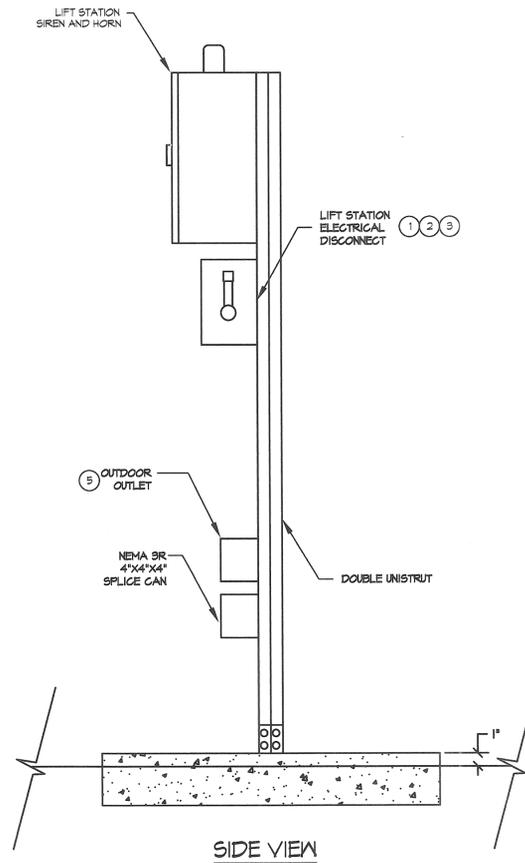
4 B2436 ELECTRICAL VAULT
E3.1 NOT TO SCALE (FULL TRAFFIC COVER)



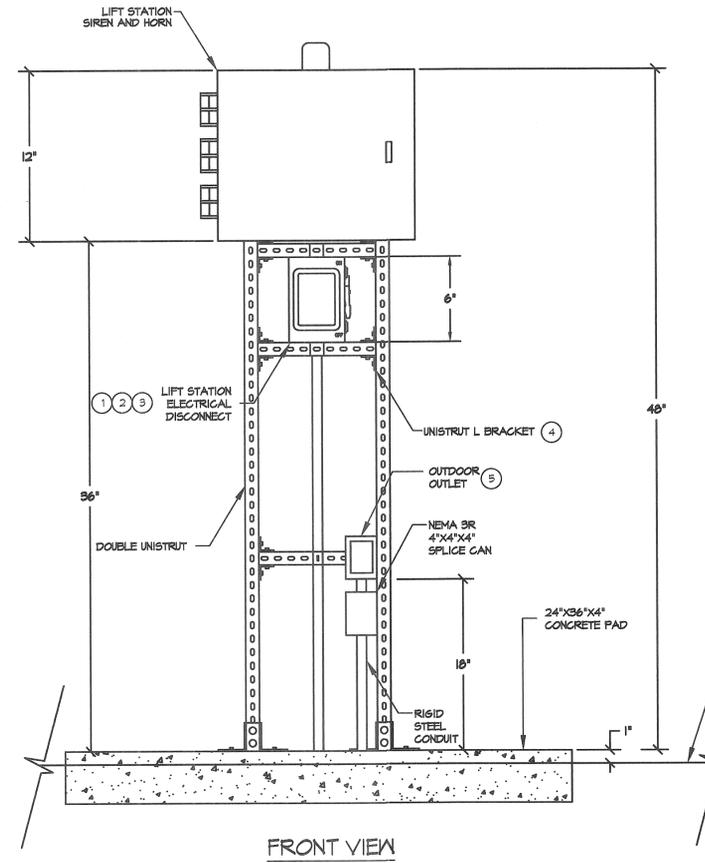
NOTES:

- HIGH DENSITY REINFORCED CONCRETE BOX WITH NON-SETTING SHOULDERS POSITIONED TO MAINTAIN GRADE AND FACILITATE BACK FILLING. APPROXIMATE DIMENSIONS SHOWN.
- ALL CONDUITS SHALL ENTER FROM SIDES OF FULL BOX. CONTRACTOR SHALL PROVIDE FULL BOX EXTENSION AS REQUIRED. NO CONDUITS SHALL BE ALLOWED FROM THE BOTTOM OF THE FULL BOX.
- CONTRACTOR SHALL STACK CONDUITS AS REQUIRED TO MEET THE NEC CODE REQUIREMENTS.
- PROVIDE BELL ENDS ON ALL CONDUIT.

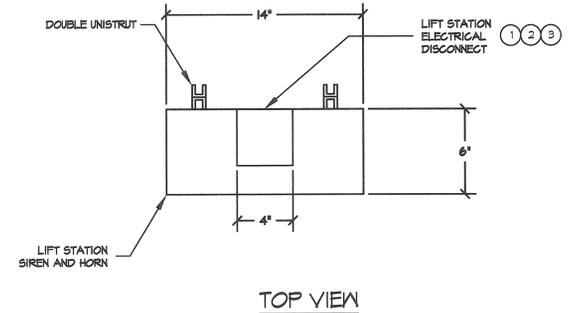
5 B3048 TRAFFIC BOX DETAIL
E3.1 NOT TO SCALE (FULL TRAFFIC COVER)



SIDE VIEW



FRONT VIEW



TOP VIEW

NOTES:

- OBTAIN AND PROVIDE CITY PAD LOCK.
- PROVIDE ENGRAVED NAME PLATE AND LABEL WITH PANEL CIRCUITRY. NAMEPLATE SHALL BE PROVIDED PER SPECIFICATIONS.
- PROVIDE AND SIZE FUSE PER EQUIPMENT NAMEPLATE RECOMMENDED.
- CONTRACTOR TO INSTALL UNISTRUT L BRACKETS AS NECESSARY TO CONNECT THE UNISTRUTS SUCH THAT THEY DO NOT STICK OUT OF THE PEDESTAL FRAME.
- OUTDOOR OUTLET CAN BE MOUNTED ON UNISTRUT AS SHOWN IF CONTRACTOR DOES NOT USE DETAIL 3/E3.0.

6 LIFT STATION PUMP ELECTRICAL DISCONNECT MOUNTING
E3.1 SCALE: NOT TO SCALE

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JOB # E18101.00

Designer Stamp
REGISTERED PROFESSIONAL ENGINEER
KIMMY S. FERNANDEZ
E16890
Exp. 06/30/19
ELECTRICAL
STATE OF CALIFORNIA

Record Drawings

Designer	_____	Date	_____
Public Works Inspector	_____	Date	_____
Utility/Facility Dept. Head	_____	Date	_____
Project Engineer	_____	Date	_____
Public Improvements Initially Accepted by the City Council or	_____	Res. No.	_____

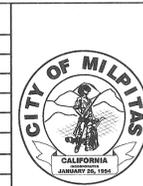
Drawn By: SF Date: 04/26/19

Checked By: SF Date: 04/26/19

Designed By: SF Date: 04/26/19

Revisions

Num.	Description	Engr. Appr.	Date
1			

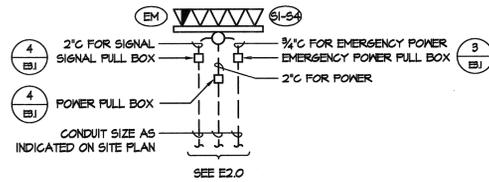


CITY OF MILPITAS ENGINEERING DIVISION
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133
ELECTRICAL DETAILS

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
WooJae Kim, P.E., CIP Manager

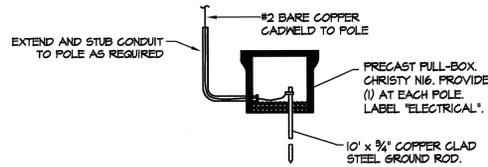
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DRAWING NO. E3.1
REC. DWG NO. 2-####
SCALE:
SHEET: 45 OF 87

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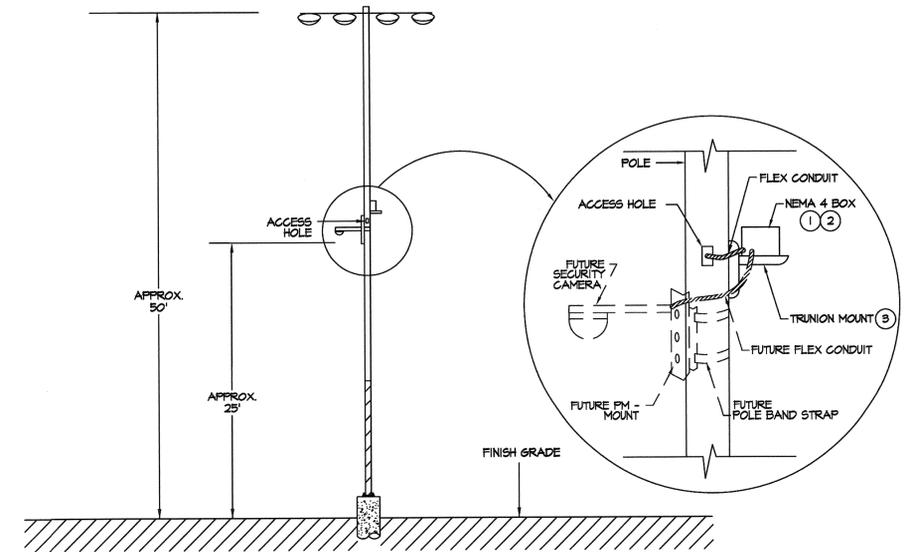
1 POLE BASE CONDUIT ROUTING DETAIL

E3.2 SCALE: NOT TO SCALE
 NOTE: IN GRADE BOXES NEED TO BE COORDINATED WITH LANDSCAPE CONTRACTOR AND ARCHITECT TO ENSURE FLAT SURFACE DUE TO LOCATION.



2 FIELD LIGHTING GROUNDING BOX DETAIL

E3.2 SCALE: NOT TO SCALE



3 FUTURE SECURITY CAMERA MOUNT

E3.2 SCALE: NOT TO SCALE
 NOTES:
 ① 120V WIRE COILED FOR FUTURE SECURITY CAMERA.
 ② PROVIDE LABEL ON BOX WITH BRANCH CIRCUITRY.
 ③ SECURE BOX WITH OUTDOOR RATED MATERIALS TO MUSCO POLE.

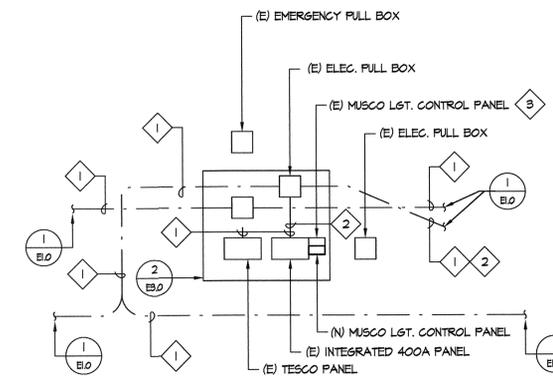
TESCO LIGHTING CONTACTOR SCHEDULE											
Name: TESCO LIGHTING CONTACTORS											
Panel # (1 - 4): 1											
Location: (E) TESCO PANEL 'EH'											
Flush or Surface: Surface											
Panel Power Circuits:											
Relay #	Circuit	Description	LV Switch/Sensor	A	B	C	D	E	F	G	H
1	EMH-1/3	(E) EMERGENCY MUSCO LIGHTING (SPORTS FIELD)	VIA TESCO RELAYS	X							
2	EMH-5/7	(E) EMERGENCY PEDESTRIAN LIGHTING	VIA TESCO RELAYS	X							
3	EMH-4/1	(N) EMERGENCY MUSCO LIGHTING (SKATE PARK)									
4		SPARE									

NOTES:
 1. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
 2. CONTRACTOR TO PROVIDE A COMPLETE FULLY OPERATIONAL SYSTEM WITH TIME CLOCKS SET AND ALL CABLES CONNECTED.
 3. CONTRACTOR SHALL COORDINATE TESCO LIGHTING CONTACTOR SCHEDULE FOR SKATE PARK WITH THE CITY OF MILPITAS PRIOR TO PROGRAMMING.

Site Name: MILPITAS SPORTS CENTER						
Channel	Description	Scenario *	On / Occupied at:	Off / Unoccupied at:	Flick ?	Time Delay
A	EXTERIOR	Auto On/Auto Off	Dusk Off	Dawn Off	No	0 Min.
B	EXTERIOR	Auto On/Auto Off	Dusk On	Dawn Off	No	0 Min.
C						
D						
E						
F						
G						
H						

4 TESCO LIGHTING CONTACTOR SCHEDULE (EMERGENCY CIRCUITS)

E3.2 SCALE: NOT TO SCALE



5 ELECTRICAL PAD

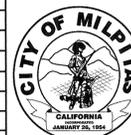
E3.2 N.T.S.
 ① SEE SITE PLAN FOR EXACT CONDUIT QUANTITY
 ② (E) 2\"/>



Record Drawings	
Designer: _____	Date: _____
Public Works Inspector: _____	Date: _____
Utility/Facility Dept. Head: _____	Date: _____
Project Engineer: _____	Date: _____
Public Improvements Initially Accepted by the City Council or _____	Res. No. _____

Drawn By: <u>SB</u> Date: <u>04/26/19</u>
Checked By: <u>SF</u> Date: <u>04/26/19</u>
Designed By: <u>SF</u> Date: <u>04/26/19</u>

Revisions			
Num.	Description	Engr. Aprv.	Date
1			



CITY OF MILPITAS
 ENGINEERING DIVISION
 MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133
ELECTRICAL DETAILS

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. E32
REC. DWG NO. 2-####
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SYSTEM LOAD CALCULATIONS					
(E) MAIN SWITCHBOARD "MSB" - 480Y/277V, 2000A BUS					
DESCRIPTION	LOAD TYPE (KVA)				Demand (KVA)
	Lighting @125%	Pwr Load @100%	Motor @125%	Non Continuous Load @100%	
(E) PEAK DEMAND OF XFMR T1408 @125%					350.00
(E) PEAK DEMAND OF XFMR T1409 @ 125%					206.13
(E) PANEL 'HS'	62.6				62.56
(E) PANEL 'LS' VIA 45KVA XFMR					9.34
(E) PANEL 'EMH'	6.5				6.44
(E) PANEL 'EML' VIA 15KVA XFMR					0.18
TOTAL DEMAND KVA					634.64
TOTAL DEMAND AMPS @ 480V					763.77

NOTE: RECORDED MAXIMUM POWER USAGE AS OF 5/1/2018 IS 14899W PER P&E RECORDS FROM CITY OF MILPITAS.

SHEET NOTES:

- 1 PROVIDE AND INSTALL NEW BREAKERS, MATCH FRAME STYLE AND BRACINGS. UPDATE PANEL DIRECTORY.
- 2 PROVIDE SPARE BREAKERS AS SHOWN FOR FUTURE USE. MATCH FRAME STYLE AND BRACINGS. UPDATE PANEL DIRECTORY.

PANEL NAME: (E) HS		FED FROM: (E) SCL	
VOLTAGE: 480/277V		MAIN C/B: 400A/3P	
PHASE: 3		BUSSING: 400 AMP	
WIRE: 4		MIN. A.I.C: 14,000	
TYPE: NEMA 3R		SUB-FEED C/B:	
MOUNTING: SURFACE		FEED THRU LUGS: NO	

CIRCUIT DESCRIPTION	LOAD TYPE (KVA)				CB AMP/P	CKT #	PH #	CB AMP/P	LOAD TYPE (KVA)				CIRCUIT DESCRIPTION
	LTG	REC	MTR	NCL					LTG	REC	MTR	NCL	
MUSCO LIGHT POLE FIXTURE P1	5.12				30A	1	A	2	0.77				MUSCO POLE S1
"	5.12				3P	3	B	4	0.77				"
"	5.12				3P	5	C	6	0.77				"
MUSCO LIGHT POLE FIXTURE P2	5.12				30A	7	A	8	0.77				MUSCO POLE S2
"	5.12				3P	9	B	10	0.77				"
"	5.12				3P	11	C	12	0.77				"
MUSCO LIGHT POLE FIXTURE P3	4.10				30A	13	A	14	0.77				MUSCO POLE S2
"	4.10				3P	15	B	16	0.77				"
"	4.10				3P	17	C	18	0.77				"
MUSCO LIGHT POLE FIXTURE P4	4.10				30A	19	A	20	0.77				MUSCO POLE S4
"	4.10				3P	21	B	22	0.77				"
"	4.10				3P	23	C	24	0.77				"
MUSCO LIGHT POLE FIXTURE P5	5.12				30A	25	A	26	5.55				LIFT STATION PUMP
"	5.12				3P	27	B	28	5.55				"
"	5.12				3P	29	C	30	5.55				"
MUSCO LIGHT POLE FIXTURE P6	5.12				30A	31	A	32	2.00	1.08	1.00		PANEL 'LS' VIA 45KVA XFMR
"	5.12				3P	33	B	34	0.90	1.26	1.50		"
"	5.12				3P	35	C	36	0.90	1.26	1.50		"
SPARE					20A/1P	37	A	38					"
SPARE					20A/1P	39	B	40					"
SPARE					20A/1P	41	C	42					"
LOAD SUMMARY									11.69	2.34	16.65	4.36	

CONNECTED KVA	97.8	1.25	122.2
DEMAND FACTOR	2.3	1.00	2.3
DEMAND KVA	0	0.50	0.0
(RECEIPTS PER 220 44)	16.7	1.25	20.8
10KVA x 100% + REMAINDER x 50%	0	1.00	0.0
(MTR) LARGEST MOTOR X 125% +	4.4	1.00	4.4
REMAINING MOTORS x 100%			
(NCL) NON CONTINUOUS LOAD x 100%			

Yes/No	
FULL RATED AIC	Y
SERIES RATED AIC	N
SURGE PROTECTIVE DEVICE	N
COPPER BUSSING	Y
ALUMINUM BUSSING	N

KVA PHASE A (CONNECTED)	40.6
KVA PHASE B (CONNECTED)	40.7
KVA PHASE C (CONNECTED)	39.8
TOTAL DEMAND KVA	149.7
TOTAL LOAD AMPERES	180.3

PANEL NAME: (E) LS		FED FROM: 45KVA XFMR	
VOLTAGE: 208/120V		MAIN C/B: 125A/3P	
PHASE: 3		BUSSING: 125 AMP	
WIRE: 4		MIN. A.I.C: 10,000	
TYPE: NEMA 3R		SUB-FEED C/B:	
MOUNTING: SURFACE		FEED THRU LUGS: NO	

CIRCUIT DESCRIPTION	LOAD TYPE (KVA)				CB AMP/P	CKT #	PH #	CB AMP/P	LOAD TYPE (KVA)				CIRCUIT DESCRIPTION
	LTG	REC	MTR	NCL					LTG	REC	MTR	NCL	
(E) SCOREBOARD "A"					30A/1P	1	A	2	1.00				REC - P1, P2, P3
(E) SCOREBOARD "B"					30A/1P	3	B	4	1.00				REC - SCOREBOARD, P4, P5, P6
(E) SCOREBOARD "C"					30A/1P	5	C	6	1.00				SCOREBOARD
BASEBALL RECEPTACLES	0.00				20A	7	A	8	0.00				REC - BLEACHERS
"	0.00				2P	9	B	10	0.00				MUSCO CONTROL PANEL
(E) PARKING LOT 2 LIGHTS	0.00				20A	11	C	12	0.00				(E) IRRIGATION PANEL
"	0.00				2P	13	A	14	0.00				(N) SECURITY CAMERA
"					20A/1P	15	B	16	1.30				(N) IRRIGATION CONTROLLER AND RECEPTACLES
"					20A/1P	17	C	18	1.30				(N) MUSCO CONTROL PANEL - SKATE PARK
"					20A/1P	19	A	20					"
"					20A/1P	21	B	22					"
"					20A/1P	23	C	24					"
"					20A/1P	25	A	26					"
"					20A/1P	27	B	28					"
"					20A/1P	29	C	30					BATTING CAGE RECEPTACLES
"					20A/1P	31	A	32					"
"					20A/1P	33	B	34					LIGHTING CONTACTOR
"					20A/1P	35	C	36					"
"					20A/1P	37	A	38					PARKING LOT LIGHTS 1
"					20A/1P	39	B	40					" 2
"					20A/1P	41	C	42					"
LOAD SUMMARY									2.40	0	0	3.00	

CONNECTED KVA	2.4	1.25	3.0
DEMAND FACTOR	4.6	1.00	4.6
DEMAND KVA	0	0.50	0.0
(RECEIPTS PER 220 44)	0	1.25	0.0
10KVA x 100% + REMAINDER x 50%	0	1.00	0.0
(MTR) LARGEST MOTOR X 125% +	4.9	1.00	4.9
REMAINING MOTORS x 100%			
(NCL) NON CONTINUOUS LOAD x 100%			

Yes/No	
FULL RATED AIC	Y
SERIES RATED AIC	N
SURGE PROTECTIVE DEVICE	N
COPPER BUSSING	Y
ALUMINUM BUSSING	N

KVA PHASE A (CONNECTED)	4.4
KVA PHASE B (CONNECTED)	4.5
KVA PHASE C (CONNECTED)	3.0
TOTAL DEMAND KVA	12.4
TOTAL LOAD AMPERES	34.6

PANEL NAME: (E) EMH		FED FROM: (E) H1	
VOLTAGE: 480/277V		MAIN C/B: 100A/3P	
PHASE: 3		BUSSING: 100 AMP	
WIRE: 4		MIN. A.I.C: 10,000	
TYPE: NEMA 3R		SUB-FEED C/B:	
MOUNTING: SURFACE		FEED THRU LUGS: NO	

CIRCUIT DESCRIPTION	LOAD TYPE (KVA)				CB AMP/P	CKT #	PH #	CB AMP/P	LOAD TYPE (KVA)				CIRCUIT DESCRIPTION
	LTG	REC	MTR	NCL					LTG	REC	MTR	NCL	
MUSCO EMERGENCY LIGHT POLE FIXTURES	2.36				20A	1	A	2	2.00				SPARE
"	2.36				2P	3	B	4	2.00				SPARE
PEDESTRIAN LIGHTING	0.16				20A	5	C	6	0.00				SPARE
"	0.16				2P	7	A	8	0.00				SPARE
(N) MUSCO EMERGENCY LIGHT POLE FIXTURES	0.26				30A	9	B	10	0.00				SPARE
"	0.26				2P	11	C	12	0.00				SPARE
SPARE EMERGENCY					20A	13	A	14	0.00				SPARE
"					2P	15	B	16	0.00				SPARE
SPARE EMERGENCY					30A/1P	17	C	18	0.00				SPARE
SPARE					20A/1P	19	A	20	0.00				SPARE
SPARE					20A/1P	21	B	22	0.00				SPARE
SPARE					20A/1P	23	C	24	0.00				SPARE
SPARE					20A/1P	25	A	26	0.00				SPARE
SPARE					20A/1P	27	B	28	0.00				SPARE
SPARE					20A/1P	29	C	30	0.00				SPARE
SPARE					20A/1P	31	A	32	0.00				SPARE
SPARE					20A/1P	33	B	34	0.00				SPARE
SPARE					20A/1P	35	C	36	0.00				SPARE
SPARE					20A/1P	37	A	38	0.00				SPARE
SPARE					20A/1P	39	B	40	0.18				PANEL 'EML' VIA 15KVA XFMR
SPARE					20A/1P	41	C	42	0.18				"
LOAD SUMMARY									5.57	0	0	0	

CONNECTED KVA	5.6	1.25	7.0
DEMAND FACTOR	0.2	1.00	0.2
DEMAND KVA	0	0.50	0.0
(RECEIPTS PER 220 44)	0	1.25	0.0
10KVA x 100% + REMAINDER x 50%	0	1.00	0.0
(MTR) LARGEST MOTOR X 125% +	0	1.00	0.0
REMAINING MOTORS x 100%	0	1.00	0.0
(NCL) NON CONTINUOUS LOAD x 100%	0	1.00	0.0

Yes/No	
FULL RATED AIC	Y
SERIES RATED AIC	N
SURGE PROTECTIVE DEVICE	N
COPPER BUSSING	Y
ALUMINUM BUSSING	N

KVA PHASE A (CONNECTED)	2.5
KVA PHASE B (CONNECTED)	2.8
KVA PHASE C (CONNECTED)	0.4
TOTAL DEMAND KVA	7.1
TOTAL LOAD AMPERES	8.6

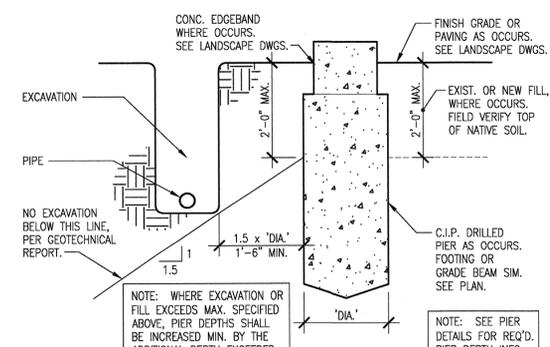
PANEL NAME: (E) EML		FED FROM: 45KVA XFMR	
VOLTAGE: 240/120V		MAIN C/B: 60A/2P	
PHASE: 1		BUSSING: 60 AMP	
WIRE: 3		MIN. A.I.C: 10,000	
TYPE: NEMA 3R		SUB-FEED C/B:	
MOUNTING: SURFACE		FEED THRU LUGS: NO	

CIRCUIT DESCRIPTION	LOAD TYPE (KVA)				CB AMP/P	CKT #	PH #	CB AMP/P	LOAD TYPE (KVA)				CIRCUIT DESCRIPTION
	LTG	REC	MTR	NCL					LTG	REC	MTR	NCL	
REC - CONCRETE TOMBSTONE	0.18				20A/1P	1	A	2	0.00				
"					20A/1P	3	B	4	0.00				
"					20A/1P	5	A	6	0.00				
"					20A/1P	7	B	8	0.00				
"					20A/1P	9	A	10	0.00				
"					20A/1P	11	B	12	0.00				
"					20A/1P	13	A	14	0.00				
"					20A/1P	15	B	16	0.00				
"													

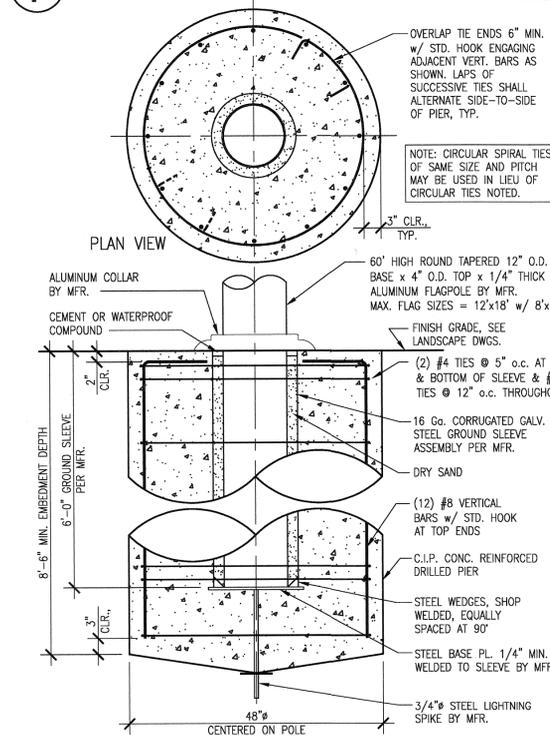
GENERAL NOTES

- ALL CONSTRUCTION SHALL COMPLY WITH THE PROVISIONS OF THE 2016 CALIFORNIA BUILDING CODE (CBC), TITLE 24, PART 2, VOLUMES 1-2 (2015 INTERNATIONAL BUILDING CODE (IBC) WITH 2016 CALIFORNIA AMENDMENTS).
- DESIGN LOADS:
 - WIND: COMPONENTS & CLADDING; BASIC WIND SPEED V: 110 MPH, EXPOSURE CATEGORY: C; RISK OCCUPANCY CATEGORY: II, DIRECTIONALITY FACTOR Kd: 0.85, TOPOGRAPHIC FACTOR Kzt: 1.0
 - SEISMIC: RISK OCCUPANCY CATEGORY II; EQUIVALENT LATERAL FORCE PROCEDURE (ASCE 7-10 SEC. 12.8); LATITUDE: 37.4387, LONGITUDE: -121.8840; SEISMIC DESIGN CATEGORY (SDC) E; SITE CLASS D; $S_s=2.002$, $S_1=0.815$, $F_a=1.00$, $F_v=1.50$; $S_{D1}=2.002$, $S_{D2}=1.222$, $S_{D3}=1.334$, $S_{D4}=0.815$; IMPORTANCE FACTOR: $I_p=1.00$; $R=1.25$ FOR OTHER SELF-SUPPORTING STRUCTURES; $C_s=1.067$ (STRENGTH), 0.762 (ALLOWABLE STRESS) (SELF-SUPPORTING STRUCTURE); $C_d=0.267$ (STRENGTH), 0.191 (ALLOWABLE STRESS).
- SOIL CRITERIA USED FOR FOUNDATION DESIGN: GEOTECHNICAL REPORT BY CLEARY CONSULTANTS, LOS ALTOS, CA. REPORT NO. 1382.1 & 1382.1A, DATED NOVEMBER 2, 2015, OCTOBER 17, 2018, & DECEMBER 6, 2018. GEOTECHNICAL REPORT SHALL BE CONSIDERED PART OF CONSTRUCTION DOCUMENTS. ALL RECOMMENDATIONS DESCRIBED THEREIN SHALL BE IMPLEMENTED IN PROJECT'S CONSTRUCTION, INCLUDING GRADING, STRIPPING OF EXISTING MATERIAL, LOCATION, TYPE AND INSTALLATION OF FILL MATERIAL, AND COMPACTION.
 - DRILLED PIER-FOOTING DESIGN CRITERIA: MIN. DIAMETER: 12" (FENCES), 24" (FLAGPOLES); MIN. EMBEDMENT: 3" (FENCES), 6" (FLAGPOLES); EFFECTIVE PIER DIAMETER: 1.5 TIMES ACTUAL PIER DIAMETER; NEGLECT TOP 2 FEET OF SOIL IN RESISTING LATERAL LOADS; ALLOW. LATERAL PASSIVE PRESS.: 250 PCF, MAX. 2500 PSF
 - CANTILEVERED RETAINING WALL - ACTIVE PRESSURE: 55 PCF
- NEW MATERIALS SHALL BE AS FOLLOWS:
 - CONCRETE: NORMAL WEIGHT CONCRETE, 28-DAY COMPRESSIVE STRENGTH (f'_c) OF 3,000 PSI MINIMUM. 1" TO 1-1/2" ASTM C33 COARSE AGGREGATE. MAX SLUMP OF 5".
 - CONCRETE REINFORCING: DEFORMED BAR, ASTM A615, GRADE 40 FOR #4 & SMALLER, GRADE 60 FOR #5 & LARGER.
 - STRUCTURAL STEEL: PLATES, ANGLES, & CHANNELS: ASTM A36, $F_y = 36$ KSI, UNLESS NOTED OTHERWISE.
 - ROUND TUBES (HSS): ASTM A500 GRADE B, $F_y = 42$ KSI.
 - PIPES (STD., X-STRONG, & XX-STRONG): ASTM A53 GRADE B, $F_y = 35$ KSI.
 - MACHINE BOLTS & THREADED RODS: ASTM A307 OR ASTM A36. ALL BOLTS, SCREWS OR THREADED RODS EXPOSED TO WEATHER SHALL BE HOT-DIPPED GALVANIZED.
 - ANCHOR BOLTS/RODS (A.B.): ASTM F1554 GRADE 36, A307 GRADE C, OR A36.
 - WELDING ELECTRODES: E70XX
 - SUBSTITUTIONS: ANY PROPOSED SUBSTITUTIONS OF MATERIALS OR MANUFACTURERS SHALL BE SUBMITTED IN WRITING TO AKH STRUCTURAL ENGINEERS, INC. FOR REVIEW. APPROVAL FOR SUCH MUST BE OBTAINED BY AKH STRUCTURAL ENGINEERS, INC., PRIOR TO FABRICATION OR INSTALLATION. PROPERTIES AND STRENGTHS OF PROPOSED MATERIALS MUST EXCEED THOSE SPECIFIED HEREIN.
- STRUCTURAL STEEL REQUIREMENTS: ALL STEEL AND MISC. IRON SHALL BE FABRICATED AND ERECTED IN CONFORMANCE WITH A.I.S.C. SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS, MOST CURRENT EDITION. ALL WELDING ON STRUCTURAL STEEL SHALL CONFORM WITH AWS D1.1 CODE AND SHALL BE PRE-QUALIFIED WELDS CONFORMING TO AWS D1.1. UNLESS SPECIFICALLY INDICATED AS FIELD WELDING, ALL WELDS MAY BE PERFORMED IN SHOP OR FIELD. ALL STRUCTURAL STEEL IN EXTERIOR SPACES OR EXPOSED TO VIEW IN INTERIOR SPACES SHALL BE PAINTED WITH TWO (2) COATS OF ALKYL RED OXIDE PRIMER, COMPLYING WITH SSPC-Paint 25 OR U.S. FEDERAL SPEC TT-P-645, WITH MIN. DRY THICKNESS OF 2 MILS. FINISH PAINTING BY OWNER. STRUCTURAL STEEL IN ENCLOSED SPACES AND NOT EXPOSED TO WEATHER NEED NOT BE PAINTED OR PRIMED UNLESS NOTED OTHERWISE. STEEL TO BE EMBEDDED IN CONCRETE SHALL NOT BE PAINTED. ALL STRUCTURAL STEEL SPECIFIED ON DRAWINGS TO BE HOT-DIPPED GALVANIZED SHALL BE TOUCHED UP AT FIELD-WELDED CONNECTIONS, FIELD-DRILLED HOLES, OR FIELD-CUT EDGES WITH A HIGH-ZINC DUST-CONTENT PAINT.
- CONCRETE REQUIREMENTS: ALL CONCRETE WORK SHALL CONFORM TO CURRENT ACI STANDARD 318 AND ASTM C94. SPECIFICATION FOR READY-MIX CONCRETE. CEMENT SHALL BE PORTLAND CEMENT TYPE II. CALCIUM CHLORIDE SHALL NOT BE USED. REINFORCING SHALL NOT BE SPLICED OR WELDED. CONCRETE MIX DESIGNS SHALL BE SUBMITTED TO AND APPROVED BY TESTING AGENCY PRIOR TO ORDERING CONCRETE.
- DRILLED PIER FOOTING REQUIREMENTS: LOCATE ALL UNDERGROUND UTILITIES PRIOR TO ANY DRILLING. GEOTECHNICAL ENGINEER SHALL CONFIRM APPROPRIATE SOIL CONDITIONS, PROVIDE CONTINUOUS INSPECTION OF PIER DRILLING AND CONFIRM MINIMUM PIER DIAMETER AND DEPTHS. PRIOR TO INSTALLING REINFORCING BARS OR CONCRETE, REMOVE ALL LOOSE SOIL OR WATER. PROVIDE TEMPORARY CASING AS NEEDED TO PREVENT SLOUGHING OF SOIL OR ENTRY OF WATER INTO HOLE. ALL DRILLED HOLES SHALL BE FILLED THE SAME DAY AS DRILLING. PLACE CONCRETE BY FREE-FALL, HOPPER OR TREMIE AS NEEDED TO PREVENT SEGREGATION OR STRIKING SIDE OF EXCAVATION OR REINFORCEMENT. SPOIL WATER SHALL BE FILTERED AND REMOVED ACCORDING TO ALL APPLICABLE LOCAL, COUNTY AND STATE ORDINANCES AND REGULATIONS. SPOIL WATER REMOVAL PROGRAM SHALL BE SUBMITTED FOR REVIEW, AND APPROVED BY CITY AND ENGINEER PRIOR TO COMMENCEMENT OF PILE/PIER EXCAVATION.

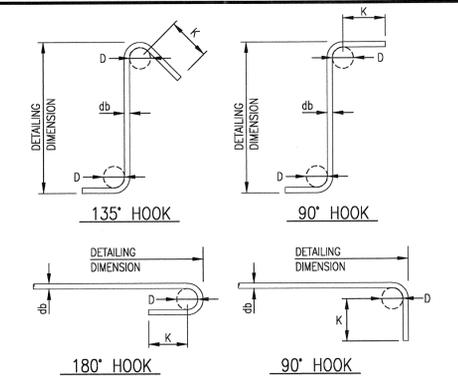
- TESTING AND SPECIAL INSPECTIONS:
 - INSPECTION/TESTING LAB SHALL BE RETAINED AND PAID FOR BY THE DISTRICT. TESTING AND SPECIAL INSPECTIONS SHALL COMPLY WITH CBC CHAPTER 17.
 - CONCRETE: COMPLY WITH CBC SECT. 1705.3 AND CBC TABLE 1705.3. REVIEW CONCRETE MIX DESIGNS. INSPECT FINAL EXCAVATIONS AND FINAL PLACEMENT OF REBAR AND EMBEDS. CONTINUOUSLY INSPECT CONCRETE PLACEMENT. CONCRETE MIXES SHALL BE DESIGNED USING RELATIVE PROPORTIONING IN COMPLIANCE WITH ACI SECTIONS 5.2 AND 5.3. SAMPLE AND TEST PER ACI SECTION 5.6. CAST (4) CYLINDERS, TEST AT 7, 14 & 28 DAYS (HOLD EXTRA). TEST SLUMP.
 - STRUCTURAL STEEL: COMPLY WITH CBC SECT. 1705.2 AND CBC TABLE 1705.2.2. MATCH MILL CERTS WITH HEAT NUMBERS. TEST UNIDENTIFIED STEEL. INSPECT WELDING.
 - DRILLED PIER FOOTINGS: SEE DRILLED PIER NOTES ABOVE.
 - ELECTRICAL: SEE ELECTRICAL SHEETS FOR INSPECTION REQUIREMENTS.
- APPLICABLE CODES ARE AS FOLLOWS: CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE (PART 1, TITLE 24); 2016 CALIFORNIA BUILDING CODE (PART 2, TITLE 24); 2015 IBC WITH 2016 CA AMENDMENTS CALIFORNIA ELECTRICAL CODE (PART 3, TITLE 24); 2014 NEC WITH 2016 CA AMENDMENTS CALIFORNIA MECHANICAL CODE (PART 4, TITLE 24); 2015 UPC WITH 2016 CA AMENDMENTS CALIFORNIA PLUMBING CODE (PART 5, TITLE 24); 2016 CALIFORNIA ENERGY CODE (PART 6, TITLE 24); 2016 CALIFORNIA FIRE CODE (PART 9, TITLE 24); 2015 IFBC WITH 2016 CA AMENDMENTS CALIFORNIA REFERENCED STANDARDS CODE (PART 12, TITLE 24); 2016 PUBLIC SAFETY (TITLE 19), STATE FIRE MARSHALL: 2016



7 TYP. PIPES & EXCAVATIONS PARALLEL TO FOOTINGS NO SCALE



12 60' FLAGPOLE FOOTING 3/4"=1" 0"



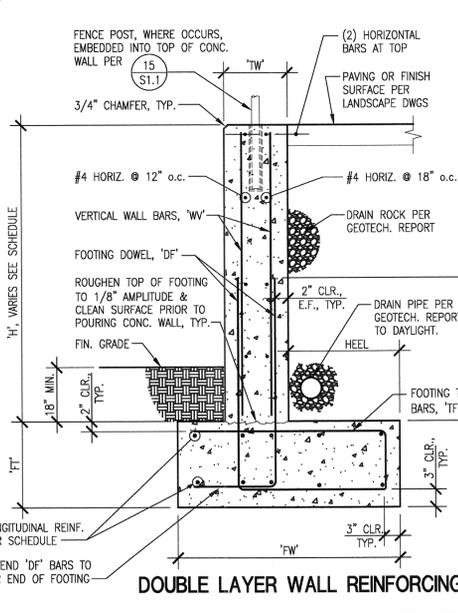
STANDARD HOOKS

BAR SIZE	"D" IN	180° HOOKS "K"	90° HOOKS "K"
#3	2-1/4"	2-1/2"	4-1/2"
#4	3"	2-1/2"	6"
#5	3-3/4"	2-1/2"	7-1/2"
#6	4-1/2"	3"	9"
#7	5-1/4"	3-1/2"	10-1/2"
#8	6"	4"	12"

STIRRUP AND TIE HOOKS

BAR SIZE	"D" IN	180° HOOKS	135° HOOKS	90° HOOKS
#3	1-1/2"	2-1/2"	3"	3"
#4	2"	2-1/2"	3"	3"
#5	2-1/2"	2-1/2"	3-3/4"	3-3/4"
#6	4-1/2"	3"	4-1/2"	9"

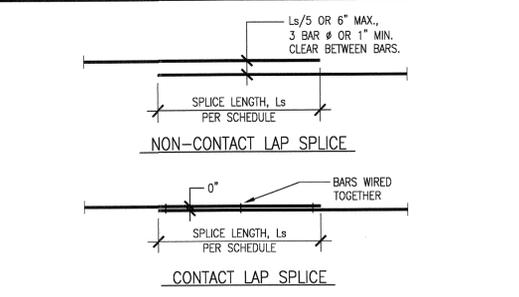
3 TYPICAL REBAR BENDS AND HOOKS NO SCALE



RETAINING WALL SCHEDULE

RETAINED HEIGHT, 'H'	MAX. BACKFILL SLOPE	FENCE MATERIAL	MAX. FENCE HEIGHT	CONCRETE WALL ($f'_c = 3,000$ PSI)			CONCRETE FOOTING ($f'_c = 3,000$ PSI)				
				WALL THICKNESS, "TW"	VERT. REINF., "WV"	FOOTING DOWEL, "DF"	FOOTING THICKNESS, "FT"	FOOTING WIDTH, "FW"	TRANSVERSE REINF. TOP "Tf"	LONGITUDINAL REINF.	
>2'-6" - 3'-6"	FLAT	CHAIN LINK FENCE	6'-0"	12"	#4 @ 18" o.c. E.F.	SAME AS "WV", EXTEND LEG	SEE DETAIL	18"	3'-0" (1'-0" HEEL)	#4 @ 18" o.c.	(3) #4 TOP (3) #4 BOTTOM
3'-6" - 4'-6"	FLAT	CHAIN LINK FENCE	6'-0"	12"	#4 @ 18" o.c. E.F.	SAME AS "WV", EXTEND LEG	SEE DETAIL	18"	5'-0" (3'-0" HEEL)	#4 @ 18" o.c.	(5) #4 TOP (5) #4 BOTTOM

13 RETAINING WALL SCHEDULE 3/4"=1" 0"

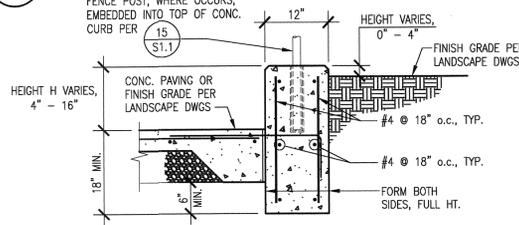


REBAR LAP SPLICE LENGTHS (Ls)

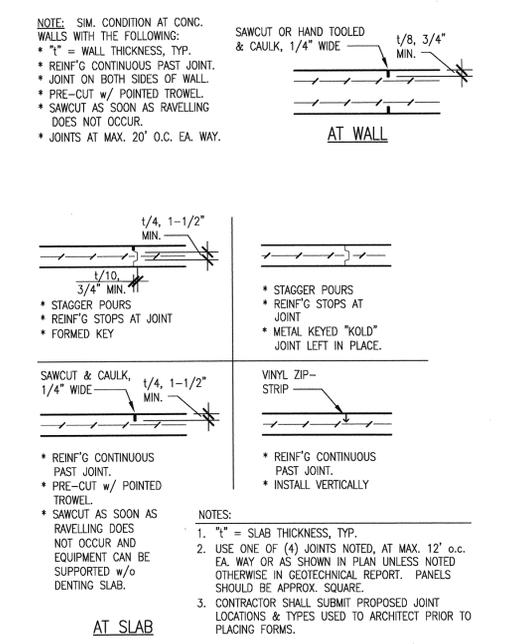
BAR SIZE	HARD ROCK (REG. WT.) CLASS B SPLICE TYP., U.N.D.	CONCRETE TOP BARS (SEE NOTE 1)	GROUTED MASONRY (G.M.)
#3	16"	19"	27"
#4	19"	25"	36"
#5	36"	47"	45"
#6	43"	56"	54"
#7	63"	81"	63"
#8	72"	93"	72"
#9	81"	105"	-
#10	90"	116"	-
#11	98"	128"	-

- NOTES:
- TOP BARS ARE HORIZONTAL BARS WITH MORE THAN 12" OF FRESH CONCRETE CAST BELOW BARS, IN SAME POUR AS BARS (AS IN DEEP BEAM OR FOOTING POURS, ETC.).
 - STAGGER LAPS IN SUCCESSIVE PARALLEL BARS IN SLABS AND WALLS A DISTANCE EQUAL TO THE REQUIRED LAP SPLICE LENGTH, BUT NOT LESS THAN 24" (ALONG LENGTH OF BARS).
 - ALL LAP SPLICES SHALL BE CONTACT OR NON-CONTACT TYPE, AS SHOWN.
 - INCREASE SCHEDULED LAP LENGTHS BY 30% WHEN IN LIGHT WEIGHT CONCRETE.

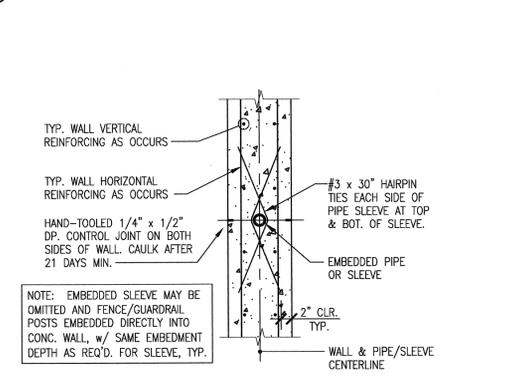
4 TYPICAL REBAR LAP SPLICES NO SCALE



9 TYP. TALL CURB 3/4"=1" 0"



5 TYP. SLAB & WALL CONTROL JOINTS NO SCALE



15 TYP. FENCE IN TOP OF WALL 3/4"=1" 0"

VERDE DESIGN
LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORT PLANNING & DESIGN
2455 The Alameda
Santa Clara, CA 95050
tel. 408.985.7200
fax: 408.985.7260
www.VerdeDesigninc.com

Record Drawings

Designer: _____	Date: _____	Drawn By: SRW Date: 04/26/19
Public Works Inspector: _____	Date: _____	Checked By: IDH Date: 04/26/19
Utility/Facility Dept. Head: _____	Date: _____	Designed By: SRW Date: 04/26/19
Project Engineer: _____	Date: _____	
Public Improvements Initially Accepted by the City Council or: _____	Res. No. _____	

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133
STRUCTURAL GENERAL NOTES AND FOUNDATION DETAILS
RECOMMENDED FOR BIDDING BY: _____ DATE: 5/1/19
WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. **S1.1**
REC. DWG NO. 2-###
SCALE: AS NOTED
SHEET: 49 OF 87

1505 MERIDIAN AVE, SUITE B SAN JOSE, CALIFORNIA 95125
PHONE: 408.978.1970
AKH JOB M18-001

akh Tim D. Hyde
STRUCTURAL ENGINEERS, INC.
REGISTERED PROFESSIONAL ENGINEER
No. S3360
Exp. 3/31/21
STATE OF CALIFORNIA

MILPITAS SPORTS CENTER SKATE PARK

CITY OF MILPITAS, CA

GENERAL NOTES

- ALL EDGES AND CORNERS OF CONCRETE FEATURES SHALL HAVE 1/2" RADII, UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL VERIFY AND COORDINATE FINISH GRADES AND CURB EDGES WITH RELATED SITE IMPROVEMENTS. CONTRACTOR SHALL IMMEDIATELY REPORT ANY CONFLICTS OR DISCREPANCIES TO THE DESIGNER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY RAIN WATER OR DEBRIS FROM THE PROJECT SITE, AS NEEDED, DURING CONSTRUCTION AND PRIOR TO PLACING ANY CONCRETE.
- THE CONTRACTOR IS REQUIRED TO SURVEY THE SITE USING A LICENSED SURVEYOR, AND FIELD VERIFY ALL ELEVATIONS AND DIMENSIONS PRIOR TO COMMENCING PERFORMANCE OF THEIR WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING GROUND ELEVATIONS, PIPE INVERTS, AND OVERALL TOPOGRAPHY OF THE SITE, AS WELL AS, ALL SITE DIMENSIONS PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE DESIGNER IN WRITING OF ANY DIFFERENCES IN TOPOGRAPHY OR SITE DIMENSION THAT DIFFER FROM THOSE SHOWN ON THE PLANS.
- THE CONTRACTOR SHALL ESTIMATE EARTHWORK QUANTITIES PRIOR TO START OF CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR ANY EXPORT OR IMPORT REQUIRED.
- ALL SKATE PARK STRUCTURE SUBBASE AND SUBGRADE GRADING, COMPACTION, AND EARTHWORK SHALL COMPLY WITH THE RECOMMENDATIONS AND REQUIREMENTS OF THE GEOTECHNICAL REPORT.
- WRITTEN DIMENSIONS ARE TO TAKE PRECEDENCE OVER SCALED DIMENSIONS. NOTIFY OWNERS REPRESENTATIVE OF ANY DISCREPANCIES FOUND IN THE FIELD.
- ALL SKATE PARK CONCRETE SHALL HAVE A SMOOTH HARD TROWEL FINISH UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FROM THE DESIGNER FOR ANY CHANGES TO THE PROJECT LAYOUT OR DESIGN. ANY CHANGES OR DEVIATIONS WITHOUT WRITTEN APPROVAL BY THE DESIGNER SHALL ABSOLVE THE OWNER OF ANY AND ALL RESPONSIBILITY OF SAID CHANGE OR DEVIATION.
- ALL REINFORCING BARS SHALL HAVE A 24" OVERLAP UNLESS NOTED OTHERWISE; TYP. SEE SPECIFICATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY AND CONSTRUCTION STAKING.
- CONTRACTOR IS ONLY RESPONSIBLE FOR PLACING SUBBASE A MINIMUM DISTANCE OF FOUR (4) VERTICAL FEET UP ALL TRANSITIONS AS MEASURED FROM THE BOTTOM TANGENT POINT. THIS VARIANCE ONLY APPLIES TO TRANSITIONS THAT APPROACH NEAR VERTICAL CONDITIONS ABOVE FOUR (4) VERTICAL FEET FROM THE BOTTOM TANGENT POINT ELEVATION. SHOTCRETE APPLIED IN CONDITIONS WITHOUT THE SUBBASE SHALL BE PER THE SPECIFIED THICKNESS. NO ADDITIONAL SHOTCRETE SHALL BE REQUIRED AS THE SUBGRADES WILL BE GRADED TO THE ELEVATIONS OF THE SUBBASE. SEE TRANSITION SUBBASE APPLICATION DETAIL 17/SP7.2.
- SEE SHOTCRETE TEMPLATE DETAIL 16/SP7.2 FOR ALL RADIAL SHOTCRETE CONDITIONS.
- SEE TECHNICAL SPECIFICATIONS FOR SPECIALTY CONTRACTOR QUALIFICATION REQUIREMENTS.

ABBREVIATIONS

ABS	ACRYLONITRILE BUTADIENE STYRENE	ID	INSIDE DIAMETER
ADJ.	ADJACENT	INV.	INVERT ELEVATION
ALT.	ALTERNATE	IN.	INCH
∠	ANGLE	JOIN	MATCH EX. ADJACENT GRADE
APPROX.	APPROXIMATE	JT.	JOINT
AC	ASPHALT CONCRETE	LB.	POUND
ASTM	AMERICAN SOCIETY FOR TESTING MATERIALS	LF	LINAL FEET
Ⓞ	AT	MAX.	MAXIMUM
BC	BEGINNING OF CURVE	MFG.	MANUFACTURER
BP	BACKFLOW PREVENTION UNIT	MH	MANHOLE
BM	BENCH MARK	MIN.	MINIMUM
BS	BOTTOM OF STEP	MISC.	MISCELLANEOUS
BW	BOTTOM OF WALL	NIC	NOT IN CONTRACT
B/W	BOTH WAYS	NO. or #	NUMBER
CB	CATCH BASIN	NTS	NOT TO SCALE
C	CENTER LINE	OC	ON CENTER
CC	CENTER TO CENTER	OD	OUTSIDE DIAMETER
CJ	CONTROL JOINT	PA	PLANTING AREA
CLF	CHAIN LINK FENCE	PB	PULL BOX
CO	CLEAN OUT	P	PROPERTY LINE
CONC.	CONCRETE	POC	POINT OF CONNECTION
CONST.	CONSTRUCT	PP	POWER POLE
CF	CUBIC FOOT	PRC	POINT OF REVERSE CURVE
CSP	CORRUGATED STEEL PIPE	PSI	POUND PER SQUARE INCH
CY	CUBIC YARD	PVC	POLYVINYL CHLORIDE
DF	DRINKING FOUNTAIN	QCV	QUICK COUPLER VALVE
DG	DECOMPOSED GRANITE	R	RADIUS
DIA. or Ø	DIAMETER	RCF	REINFORCED CONCRETE
EA	EACH	RCV	REMOTE CONTROL VALVE
EC	END OF CURVE	RP	REDUCED PRESSURE BACKFLOW DEVICE
EJ	EXPANSION JOINT	SD	STORM DRAIN
ELEV.	ELEVATION	SHT.	SHEET
EQ.	EQUAL	SPTS.	SPECIFICATIONS
FB	FIELD BOOK	SS	SANITARY SEWER
FL	FLOWLINE	SSPWC	STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION
FG	FINISH GRADE	SQ.FT.	SQUARE FEET
FIN.	FINISH	TECJ	THICKENED EDGE COLD JOINT
FS	FINISH SURFACE	TC	TOP OF CURB
FOC	FACE OF CURB	TD	TOP OF DRAIN
FOW	FACE OF WALL	TC	TOP OF GRADE
FT	FEET	TS	TOP OF STEP
GA.	GAUGE	TW	TOP OF WALL
GALV.	GALVANIZED	TS	TOP OF STEP
GPM	GALLONS PER MINUTE	TV	TOP OF WALL
HORIZ.	HORIZONTAL	VERT.	VERTICAL
⊕	LOCATION OF COMPACTION TEST, AS INDICATED ON THE PLANS	W/	WITH
		WM	WATER METER
		WWM	WELDED WIRE MESH

SKATE PARK NOTES

- SAWCUT NOTES:**
- CONTRACTOR SHALL LOCATE SAWCUTS APPROXIMATELY EVERY 10- FEET O.C.; PER SAWCUT DETAIL 5/SP7.0 SKATE STRUCTURE ONLY.
 - SAWCUT PLAN IS DIAGRAMMATIC ONLY. CONTRACTOR SHALL SUBMIT LAYOUT PLAN FOR REVIEW AND APPROVAL.
 - ALIGN SAWCUTS WITH ADJACENT SAWCUTS WHERE POSSIBLE, TYP.

- STEEL COLOR NOTES:**
- PRIME ALL SKATEPARK STEEL EDGING AND GRINDING RAILS WITH SHERWIN WILLIAMS PRO-CRYL UNIVERSAL ACRYLIC PRIMER OR APPROVED EQUAL.
 - PAINT ALL STEEL EDGING AND STEEL PIPE GRINDING RAILS WITH TWO (2) COATS OF SHERWIN WILLIAMS PRO INDUSTRIAL ACRYLIC COATING COLOR SW 6510 "LOYAL BLUE" OR APPROVED EQUAL.
 - ALL COLORS TO BE REVIEWED AND APPROVED BY DESIGNER PRIOR TO APPLICATION.

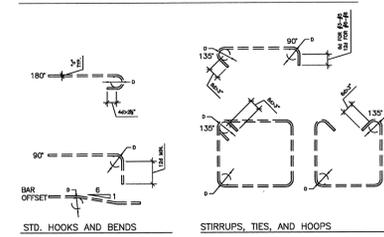
SYMBOLS LEGEND

SYMBOL	DESCRIPTION
	HORIZONTAL LAYOUT BENCHMARK
	RIDGELINE
	COLD JOINT; DETAIL 3/SP7.0
	SAWCUT; DETAIL 5/SP7.0
	EXPANSION JOINT (EJ); DETAIL 6/SP7.0
	SPOT ELEVATION.
	TERRAIN SLOPE DIRECTION.
	SURFACE FLOW DIRECTION. SLOPE MIN. 0.5% UNLESS SHOWN OTHERWISE.
	MEET FLUSH WITH ADJACENT CONCRETE.
	BLEND ZONE: BLEND BETWEEN MULTIPLE FEATURES.
	6" SCHEDULE 40 PVC STORM DRAINLINE SLOPE AT 0.5% UNLESS SHOWN OTHERWISE.
	DECK DRAIN; SEE DETAIL 15/SP7.2

REINFORCEMENT

- ALL REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO ASTM A-615 GRADE 60.
- ALL REINFORCING IN CONCRETE SHALL BE CONTINUOUS OR LAPPED IN ACCORDANCE WITH ACI 318, AND NOT LESS THAN 40 DIAMETERS.
- ACCURATELY POSITION, SUPPORT, AND SECURE REINFORCEMENT FROM DISPLACING DUE TO FORM WORK, CONSTRUCTION, OR CONCRETE PLACEMENT OPERATIONS. LOCATE AND SUPPORT REINFORCING BY METAL CHAIRS, RUNNER, BOLSTERS, SPACERS, AND HANGERS AT A MAXIMUM 3 FOOT SPACING.
- ALL WORK DONE UNDER THIS SECTION SHALL CONFORM WITH THE APPLICABLE PORTIONS OF ACI 318, LATEST EDITION, PARTICULARLY CHAPTER 7, "DETAILS OF REINFORCEMENT".
- ALL REINFORCEMENT TO BE WELDED SHALL BE A706 GRADE 60.
- TERMINATE REINFORCING STEEL IN STANDARD HOOKS, UNLESS OTHERWISE SHOWN.
- PROVIDE REINFORCING SHOWN OR NOTED CONTINUOUS IN LENGTHS AS LONG AS POSSIBLE.

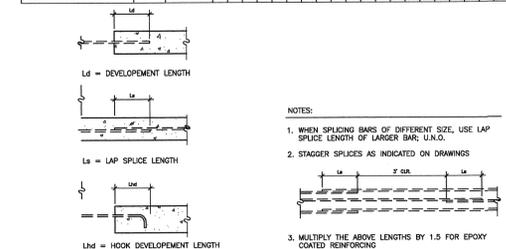
HOOKS AND BENDS (N.T.S.)



BAR SIZE	STD. HOOKS AND BENDS	STIRRUPS, TIES AND HOOPS
#3 - #5	8d	4d
#6 - #8	8d	6d
#9 - #11	8d	NA
#14 - #18	24d	NA

REINFORCING SPLICE AND DEVELOPMENT LENGTHS (N.T.S.)

BAR LOCATION	CONCRETE TYPE	STRENGTH	CONCRETE REINFORCEMENT DEVELOPMENT AND SPLICE LENGTHS																				
			BAR SIZE																				
			#3	#4	#5	#6	#7	#8	#9														
SUPPLEMENTED SLAB, BEAM, BOTTOM BARS, VERT. WALL BARS, COL. BARS	NWC	4.0 KSI	18	23	9	23	30	11	29	38	15	34	46	18	40	53	22	46	59	24	56	72	27
HORIZ. TOP BARS, HORIZ. WALL BARS	NWC	4.0 KSI	24	32	9	33	42	11	40	53	15	48	63	18	57	73	22	66	83	24	75	95	27
FOOTING TOP BARS	NWC	4.0 KSI	20	25	8	20	25	9	23	30	10	28	37	13	40	53	15	47	61	16	53	68	19
FOOTING BOTTOM BARS, SLAB ON GRADE	NWC	4.0 KSI	15	20	8	15	20	9	18	23	10	22	28	13	35	47	15	46	58	16	56	72	19



SKATE PARK STRUCTURE LEGEND

- 4,000 PSI SHOTCRETE: SKATE PARK STRUCTURE SHOTCRETE DETAIL 13/SP7.2. 6" THICK W/ GRADE 40, #4 REBAR AT 12" O.C. BOTH WAYS UNLESS SHOWN OTHERWISE. SEE SPECIFICATIONS
- 4,000 PSI CONCRETE: SKATE PARK STRUCTURE CONCRETE DETAIL 1/SP7.0. 5" THICK W/ GRADE 40, #3 REBAR AT 18" O.C. BOTH WAYS UNLESS SHOWN OTHERWISE. SEE SPECIFICATIONS
- SUBBASE: REFER TO THE GEOTECHNICAL REPORT FOR REQUIREMENTS.
- SUBGRADE: REFER TO THE GEOTECHNICAL REPORT FOR REQUIREMENTS.

INDEX OF SHEETS

Sheet No.	Sheet Title
1.	SP1.0 SKATE PARK TITLE SHEET
2.	SP2.0 SKATE PARK CONSTRUCTION PLAN
3.	SP3.0 SKATE PARK TERRAIN LAYOUT PLAN
4.	SP4.0 SKATE PARK HARDSCAPE & DRAINAGE PLAN
5.	SP5.0 SKATE PARK MATERIALS PLAN
6.	SP6.0 SKATE PARK JOINTING PLAN
7.	SP7.0 SKATE PARK DETAILS
8.	SP7.1 SKATE PARK DETAILS
9.	SP7.2 SKATE PARK DETAILS
10.	SP7.3 SKATE PARK DETAILS
11.	SP7.4 SKATE PARK DETAILS
12.	SP7.5 SKATE PARK DETAILS
13.	SP7.6 SKATE PARK DETAILS
14.	SP7.7 SKATE PARK DETAILS
15.	SP7.8 SKATE PARK DETAILS
16.	SP7.9 SKATE PARK DETAILS
17.	SP8.0 SKATE PARK DETAILS
18.	SP8.1 SKATE PARK DETAILS

WORMHOUDT, INC.
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 admin@skateparks.com | www.skateparks.com
 T 831-426-8424
 F 831-426-8424
 EIA #4305

LANDSCAPE ARCHITECT
 STATE OF CALIFORNIA
 No. 10191
 Exp. 10/31/19

Record Drawings

Designer: _____ Date: _____
 Public Works Inspector: _____ Date: _____
 Utility/Facility Dept. Head: _____ Date: _____
 Project Engineer: _____ Date: _____
 Public Improvements Initially Accepted by: _____
 The City Council on _____ Res. No. _____

Drawn By: AR Date: 04/26/19
 Checked By: ZV Date: 04/26/19
 Designed By: WI Date: 04/26/19

Revisions			
Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS ENGINEERING DIVISION

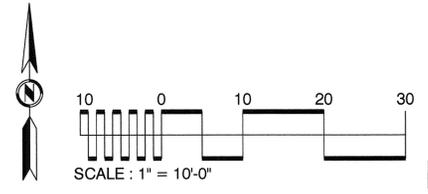
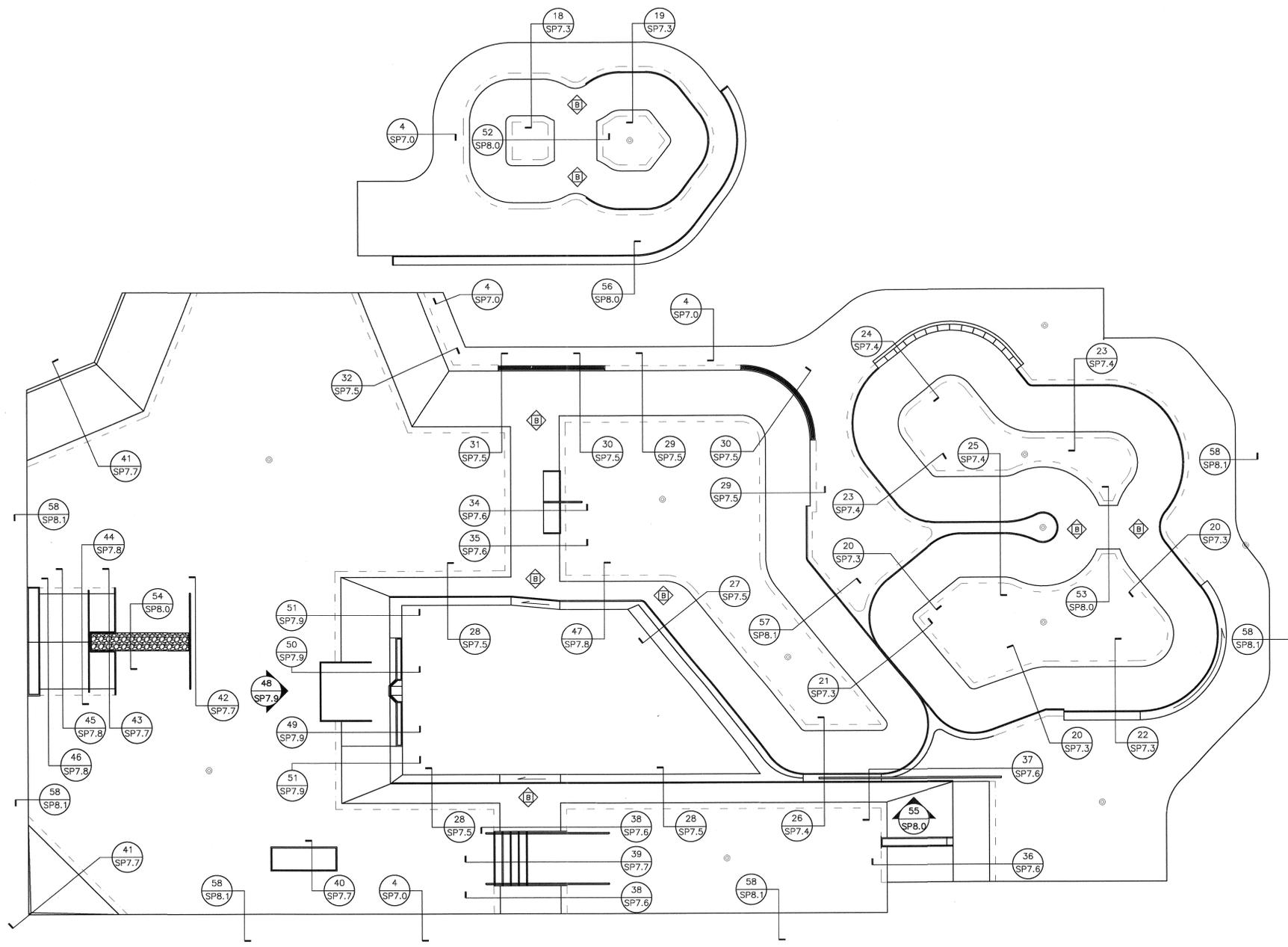
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133

SKATE PARK TITLE SHEET

RECOMMENDED FOR BIDDING BY: _____ DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. SP1.0
REC. DWG NO. 2-####
SCALE: AS NOTED
SHEET: 50 OF 87

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WORMHOUDT, INC.
 849 ALMAR, Suite 280, Santa Cruz CA 95060 USA
 admin@skateparks.com | www.skateparks.com
 L 831-426-8424
 FLA #4302



Record Drawings

Designer: _____ Date: _____
 Public Works Inspector: _____ Date: _____
 Utility/Facility Dept. Head: _____ Date: _____
 Project Engineer: _____ Date: _____
 Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

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 Designed By: WI Date: 04/26/19

Revisions			
Num.	Description	Engr. Aprv.	Date
1			



CITY OF MILPITAS
 ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133

SKATE PARK CONSTRUCTION PLAN

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO.
5111, 3424 & 6133

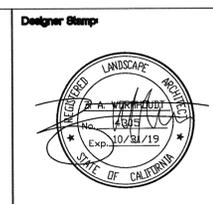
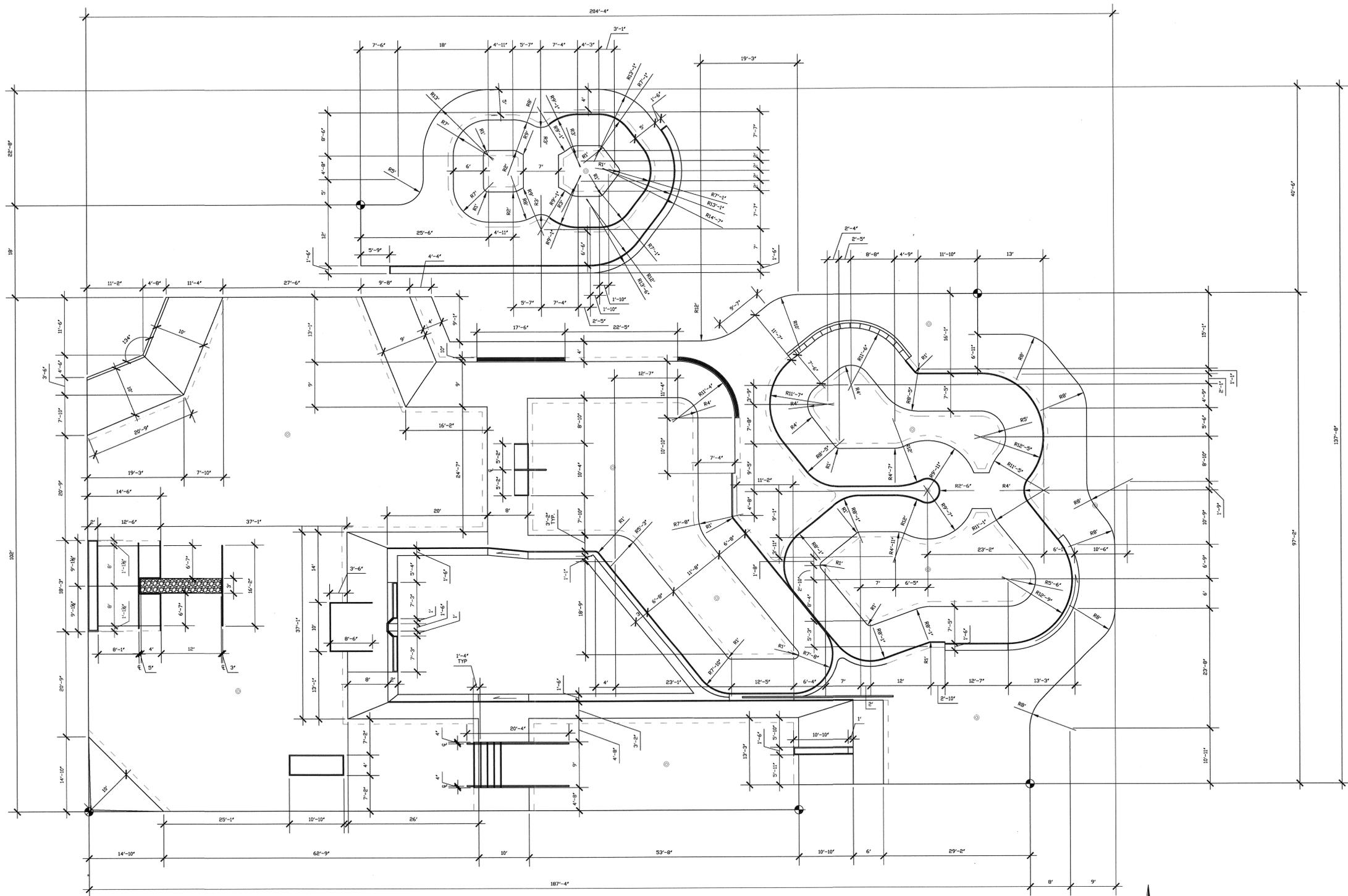
DRAWING NO.
SP2.0

REC. DWG NO.
2-####

SCALE:
AS NOTED

SHEET: 51 OF 87

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Record Drawings

Designer: _____ Date: _____
 Public Works Inspector: _____ Date: _____
 Utility/Facility Dept. Head: _____ Date: _____
 Project Engineer: _____ Date: _____
 Public Improvement Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AR Date: 04/26/19
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Num.	Description	Engr. Appr.	Date



CITY OF MILPITAS
ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

SKATE PARK TERRAIN LAYOUT PLAN

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO.
5111, 3424 & 6133

DRAWING NO.
SP3.0

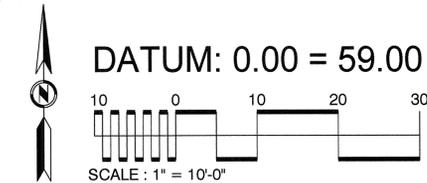
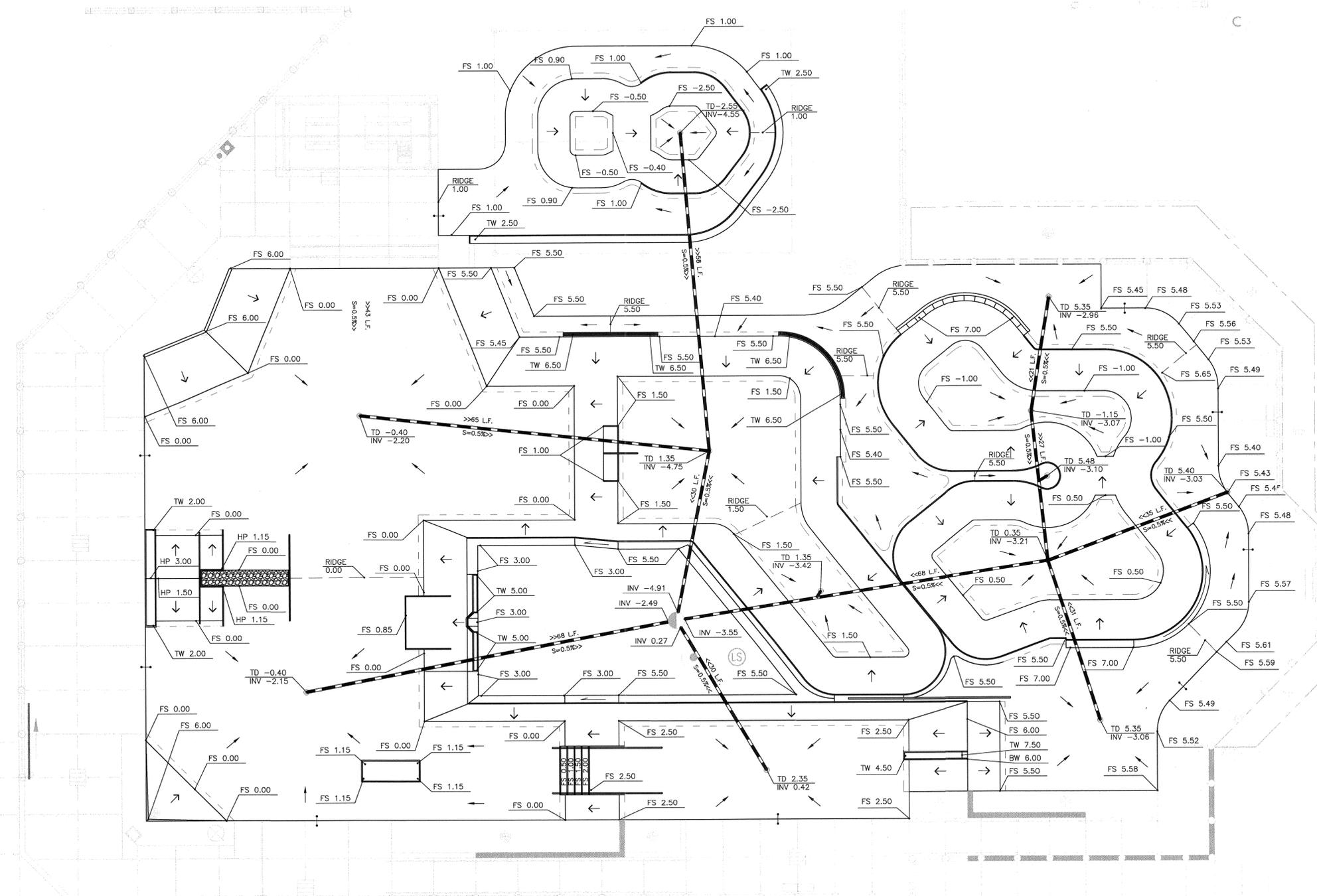
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2-####

SCALE:
AS NOTED

SHEET: 52 OF 87

NOTES:

- 1. USE HDPE FOR ALL SS PIPES.



ALL IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS INDICATED ON THIS DRAWING ARE OWNED BY AND THE PROPERTY OF WORMHOUDT, INC. AND WERE CREATED, DEVELOPED, AND REVISED FOR USE ON AND IN CONNECTION WITH THE PROJECT OF MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS. SUCH IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS SHALL BE USED, REPRODUCED, OR PUBLISHED BY ANY PERSON, FIRM, OR ORGANIZATION FOR ANY PURPOSE WITHOUT THE WRITTEN PERMISSION OF WORMHOUDT, INC.



Record Drawings

Designer	_____	Date	_____
Public Works Inspector	_____	Date	_____
Utility/Facility Dept. Head	_____	Date	_____
Project Engineer	_____	Date	_____
Public Improvements Initially Accepted by the City Council on	_____	Res. No.	_____

Drawn By: **AR** Date: **04/26/19**
 Checked By: **ZW** Date: **04/26/19**
 Designed By: **WI** Date: **04/26/19**

Revisions			
Num.	Description	Engr. Aprv.	Date
1			



CITY OF MILPITAS
ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

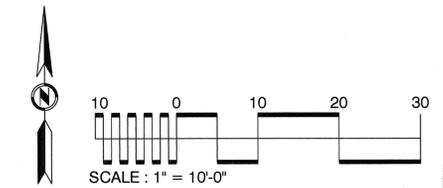
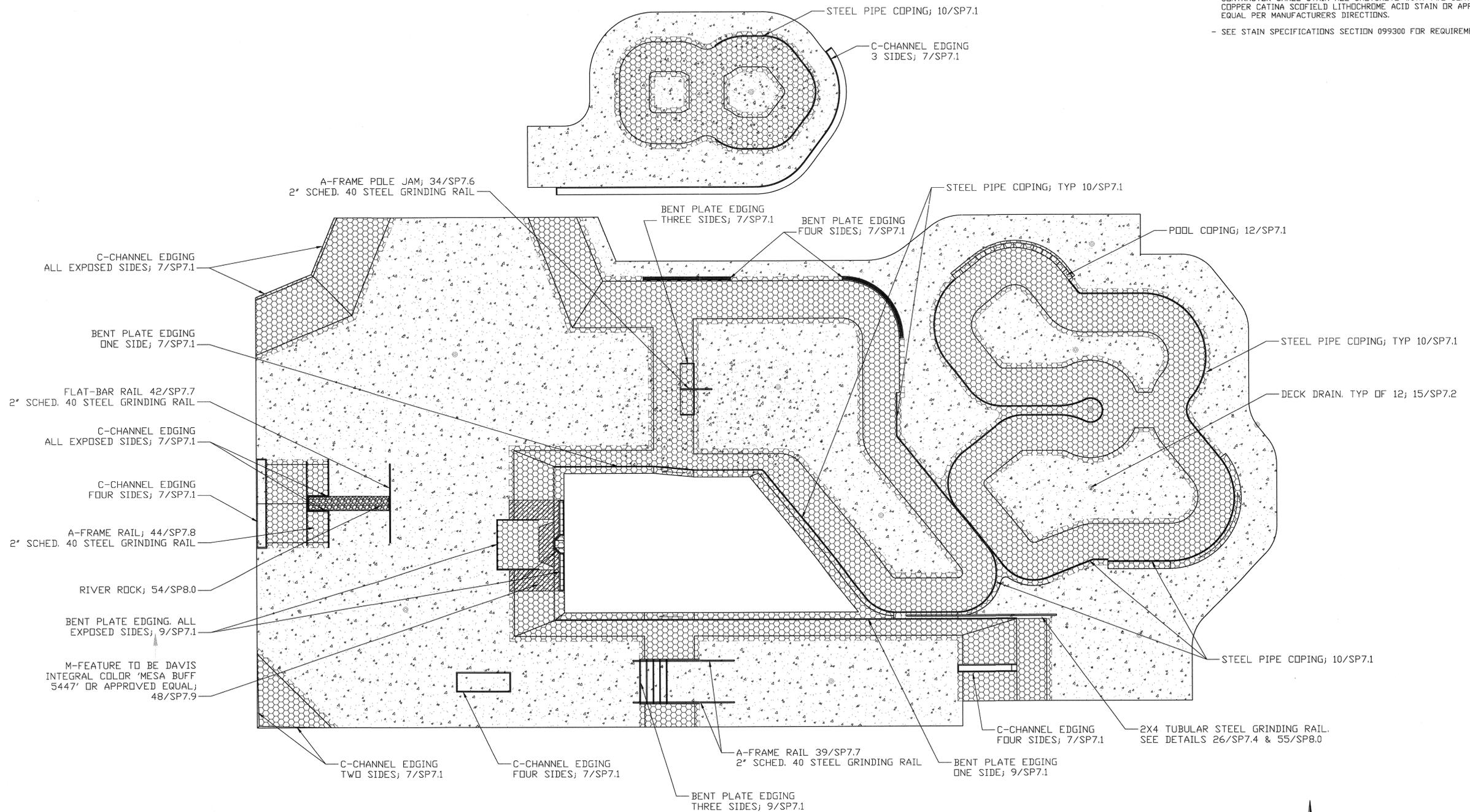
SKATE PARK HARDSCAPE AND DRAINAGE PLAN

RECOMMENDED FOR BIDDING BY: *[Signature]* DATE: **5/1/19**
 WooJae Kim, P.E., CIP Manager

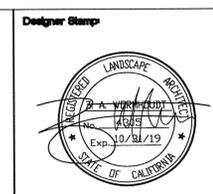
PROJECT NO.	5111, 3424 & 6133
DRAWING NO.	SP4.0
REC. DWG NO.	2-####
SCALE:	AS NOTED
SHEET:	53 OF 87

NOTES:

1. SEE SP1.0 FOR SKATE PARK STRUCTURE LEGEND
2. SEE SP1.0 FOR STEEL COLORWAY NOTES
3. CONCRETE STAIN NOTES
 - CONTRACTOR SHALL STAIN ALL SHOTCRETE WITH TWO COATS OF CS-13 COPPER CATINA SCOFIELD LITHOCHROME ACID STAIN OR APPROVED EQUAL PER MANUFACTURERS DIRECTIONS.
 - SEE STAIN SPECIFICATIONS SECTION 099300 FOR REQUIREMENTS



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Public Works Inspector: _____	Date: _____
Utility/Facility Dept. Head: _____	Date: _____
Project Engineer: _____	Date: _____
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CITY OF MILPITAS
ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
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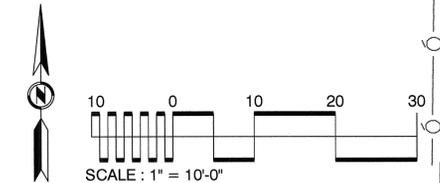
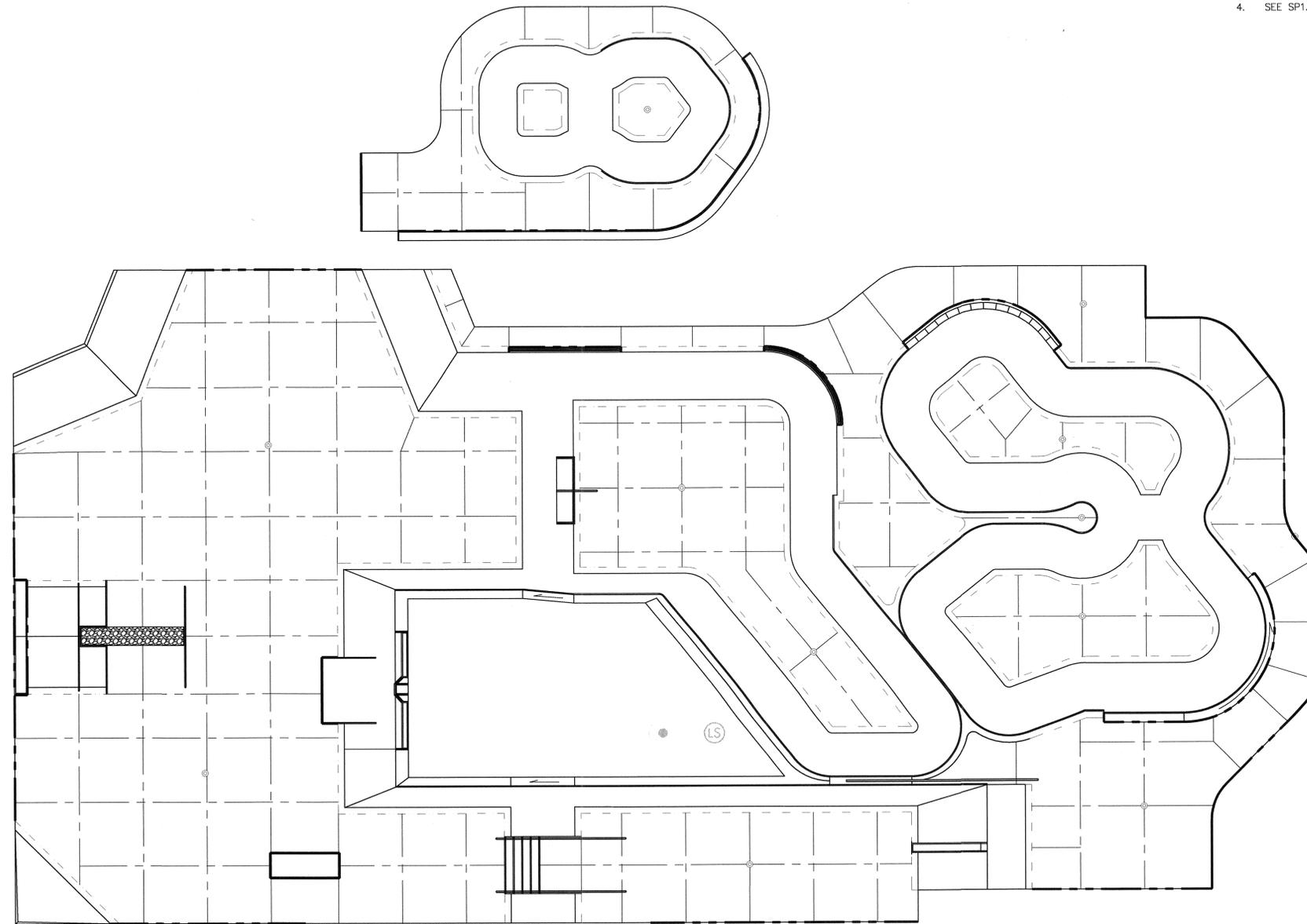
SKATE PARK MATERIALS PLAN

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. SP5.0
REC. DWG NO. 2-####
SCALE: AS NOTED
SHEET: <u>54</u> OF <u>87</u>

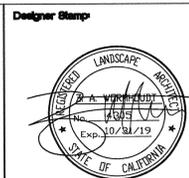
SAWCUT NOTES

1. CONTRACTOR SHALL LOCATE SAWCUTS APPROXIMATELY EVERY 10- FEET O.C.; PER SAWCUT DETAIL 5/SP7.0 SKATE STRUCTURE ONLY.
2. SAWCUT PLAN IS DIAGRAMMATIC ONLY.
3. ALIGN SAWCUTS WITH ADJACENT SAWCUTS WHERE POSSIBLE, TYP.
4. SEE SP1.0 FOR SYMBOLS LEGEND.



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WORMHOUDT, INC.
 849 ALMAR, Suite 280, Santa Cruz CA 95060 USA
 admin@skateparks.com | www.skateparks.com
 T. 831-426-8424
 FLA #4302



Record Drawings

Designer: _____ Date: _____
 Public Works Inspector: _____ Date: _____
 Utility/Facility Dept. Head: _____ Date: _____
 Project Engineer: _____ Date: _____
 Public Improvements Initially Accepted by the City Council on _____ Res. No. _____

Drawn By: AR Date: 04/26/19
 Checked By: ZW Date: 04/26/19
 Designed By: WI Date: 04/26/19

Revisions			
Num.	Description	Engr. Aprv.	Date
1			



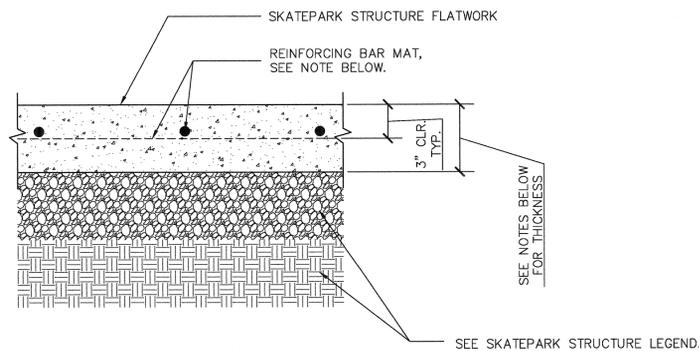
CITY OF MILPITAS
 ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133

SKATE PARK JOINTING PLAN

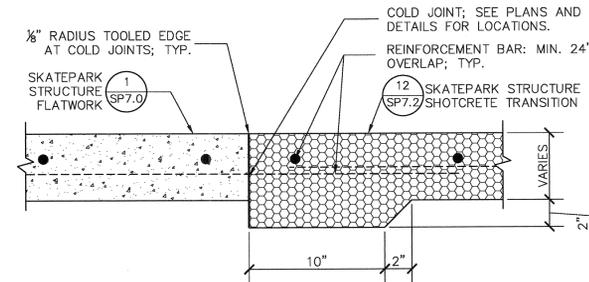
RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
 DRAWING NO. SP6.0
 REC. DWG NO. 2-####
 SCALE: AS NOTED
 SHEET: 55 OF 87



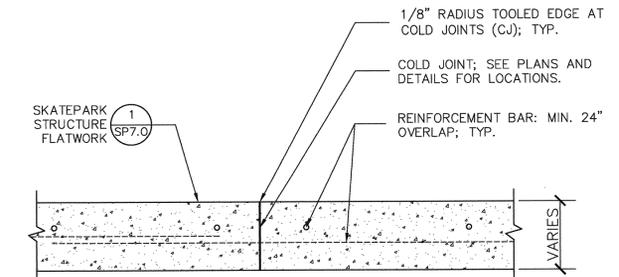
- NOTES:**
- SEE SKATEPARK STRUCTURE LEGEND SP1.0 FOR FLATWORK THICKNESS AND REINFORCEMENT REQUIREMENTS.
 - ALL FLATWORK SHALL BE CONSTRUCTED ON SUBBASE AND SUBGRADE MATERIAL PER THE PROJECT PLANS AND GENERAL NOTES.
 - ALL FLATWORK TO HAVE A HARD TROWEL FINISH UNLESS NOTED OTHERWISE
 - REFER TO GEOTECHNICAL REPORT FOR SOIL COMPACTION.

SKATEPARK STRUCTURE FLATWORK NTS 1



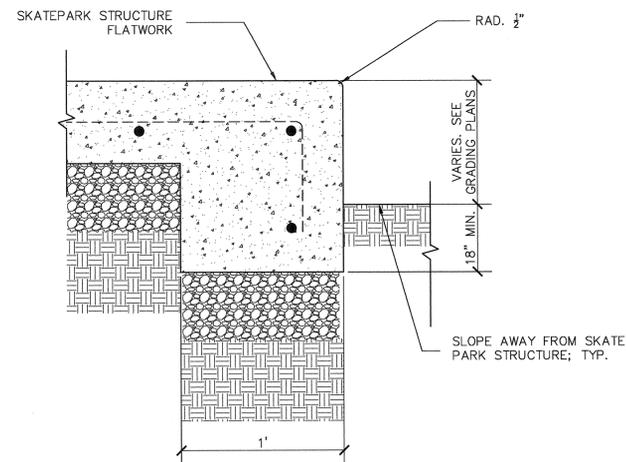
- NOTE:**
- ALL REINFORCEMENT BAR SHALL HAVE MIN. 24" OVERLAP.
 - SEE CONSTRUCTION PLAN AND DETAILS FOR COLD JOINT LOCATIONS.
 - THICKENED SHOTCRETE EDGE SHALL BE CONSTRUCTED ON ALL SHOTCRETE TRANSITIONS BOTTOM LOCATIONS

THICKENED EDGE COLD JOINT (TECJ) NTS 2

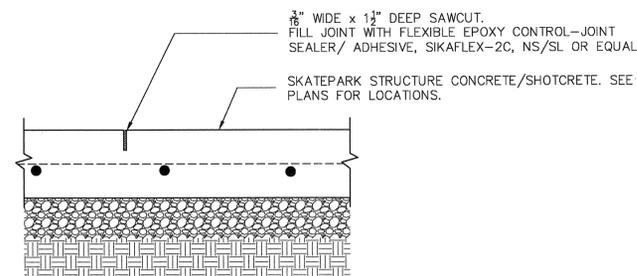


- NOTE:**
- ALL REINFORCEMENT BAR SHALL HAVE MIN. 24" OVERLAP.
 - SEE CONSTRUCTION PLAN AND DETAILS FOR COLD JOINT LOCATIONS.

TYPICAL COLD JOINT (CJ) NTS 3

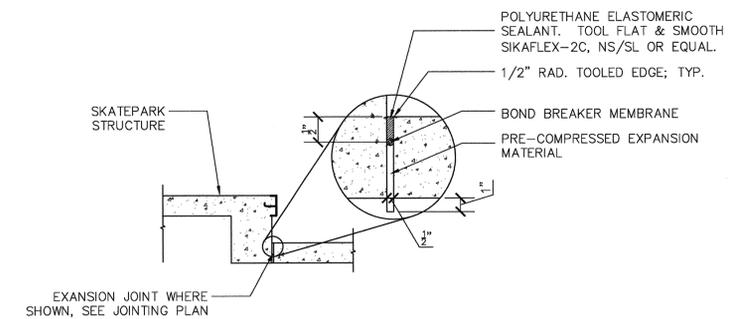


SKATEPARK EDGE NTS 4



- NOTE:**
- CONTRACTOR SHALL LOCATE SAWCUTS APPROXIMATELY EVERY 10' O.C. (100 SF) UNLESS SHOWN OTHERWISE.
 - SEE JOINTING PLAN FOR SAWCUT LOCATIONS.

SAWCUT NTS 5



- NOTE:**
- MINIMUM CAULKING THICKNESS WITH BOND BREAKER IN PLACE IS 1/2".
 - SEE SKATE PARK JOINT PLAN SP6.0 AND DETAILS FOR LOCATIONS.

EXPANSION JOINT (EJ) NTS 6

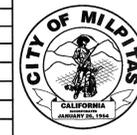
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Record Drawings	
Designer: _____	Date: _____
Public Works Inspector: _____	Date: _____
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Project Engineer: _____	Date: _____
Public Improvements Initially Accepted by the City Council on _____	Res. No. _____

Drawn By: AR Date: 04/26/19
 Checked By: ZW Date: 04/26/19
 Designed By: WI Date: 04/26/19

Revisions			
Num.	Description	Engr. Aprv.	Date
1			



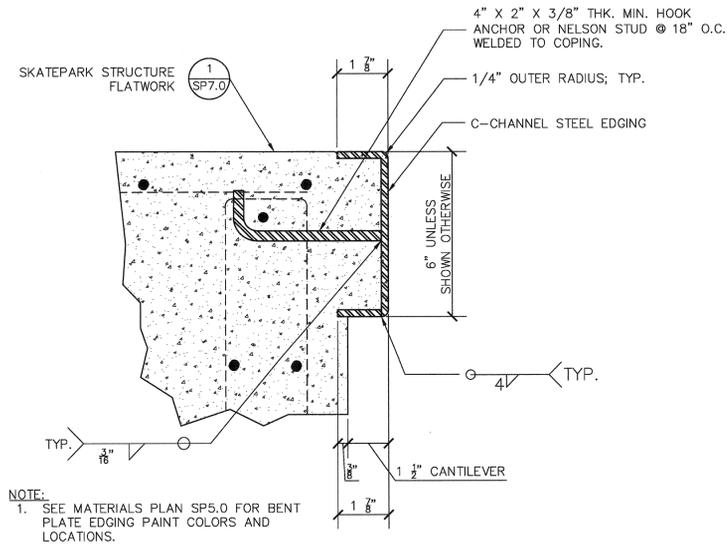
CITY OF MILPITAS
ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

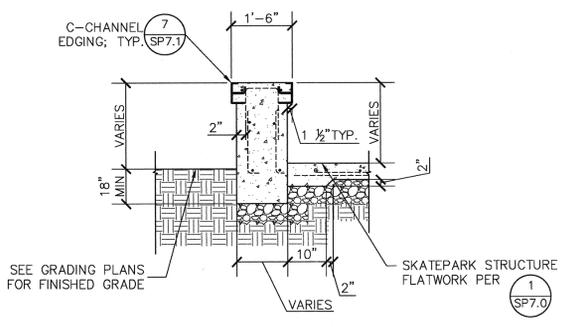
SKATE PARK DETAILS

RECOMMENDED FOR BIDDING BY: WJK DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

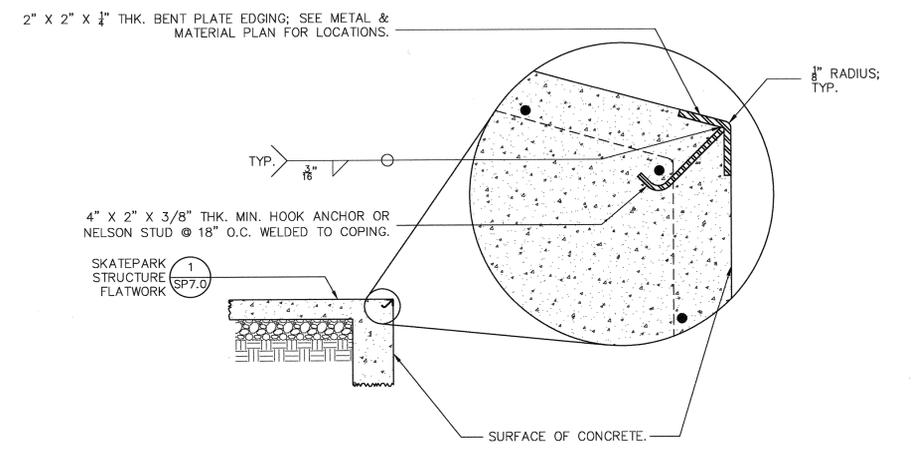
PROJECT NO.	5111, 3424 & 6133
DRAWING NO.	SP7.0
REC. DWG NO.	2-####
SCALE:	AS NOTED
SHEET:	56 OF 87



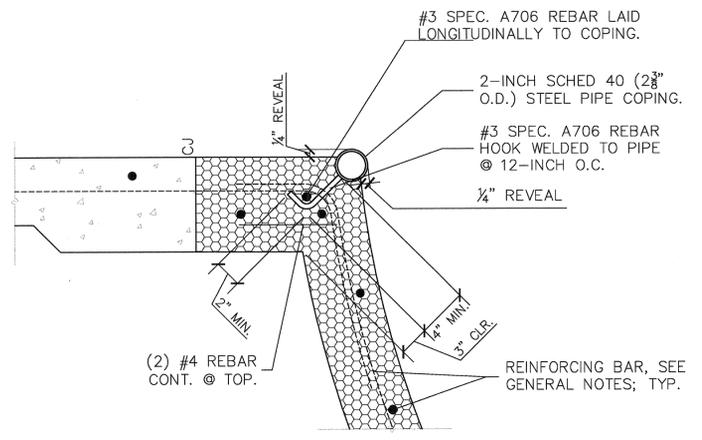
C-CHANNEL EDGING NTS 7



C-CHANNEL LEDGE 1/2"=1'-0" 8

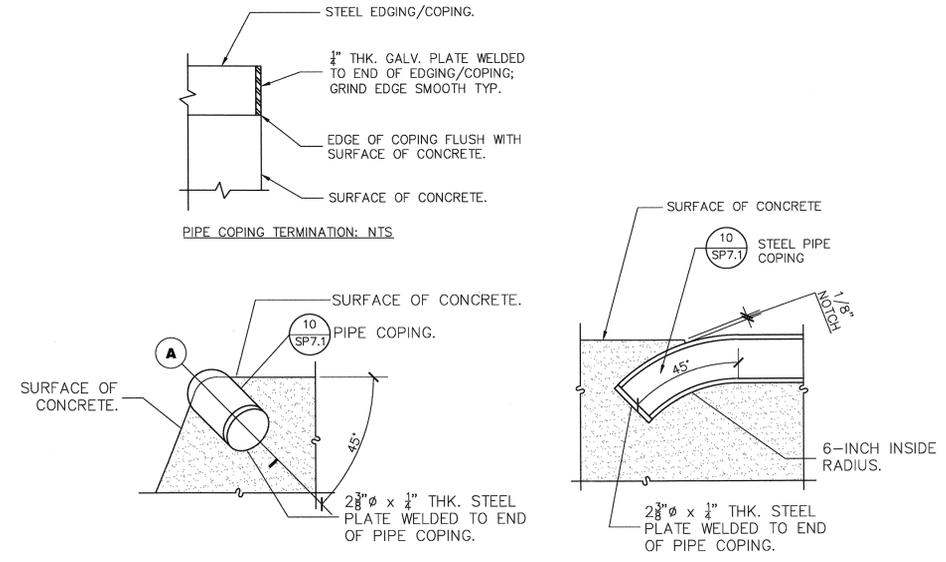


BENT PLATE EDGING NTS 9

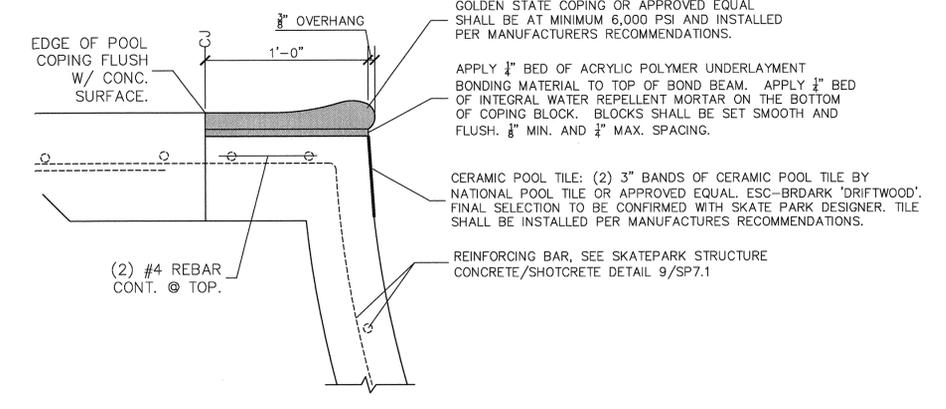


NOTES:
1. HOT DIP GALVANIZE COPING AFTER FABRICATION.
2. SEE DETAIL 11/SK7.1 FOR PIPE & BENT PLATE COPING TERMINATIONS.

STEEL PIPE COPING NTS 10



STEEL EDGING & PIPE COPING TERMINATION NTS 11



POOL COPING NTS 12

ALL IDEAS, DESIGN, ARRANGEMENTS, AND PLANS INDICATED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF WORMHOUDT, INC. AND WERE CREATED, EVOLVED, AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SKATEPARK PROJECT. NONE OF SUCH IDEAS, DESIGN, ARRANGEMENTS, AND PLANS SHALL BE USED, REPRODUCED, OR PUBLISHED BY ANY METHOD, IN WHOLE OR IN PART, OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE, WITHOUT THE WRITTEN PERMISSION OF WORMHOUDT, INC.

WORMHOUDT, INC.
849 ALMAR, Suite 280, Santa Cruz CA 95060 USA
admin@skateparks.com | www.skateparks.com
1.831-425-9424
RLA #4305

Designer Stamp
LANDSCAPE ARCHITECT
STATE OF CALIFORNIA
Exp. 10/31/19

Record Drawings

Designer	Date
Public Works Inspector	Date
Utility/Facility Dept. Head	Date
Project Engineer	Date
Public Improvement Initially Accepted by	Date
the City Council on	Res. No.

Drawn By: AR Date: 04/26/19

Checked By: ZW Date: 04/26/19

Designed By: WI Date: 04/26/19

Revisions

Num.	Description	Engr. Appr.	Date



CITY OF MILPITAS
ENGINEERING DIVISION

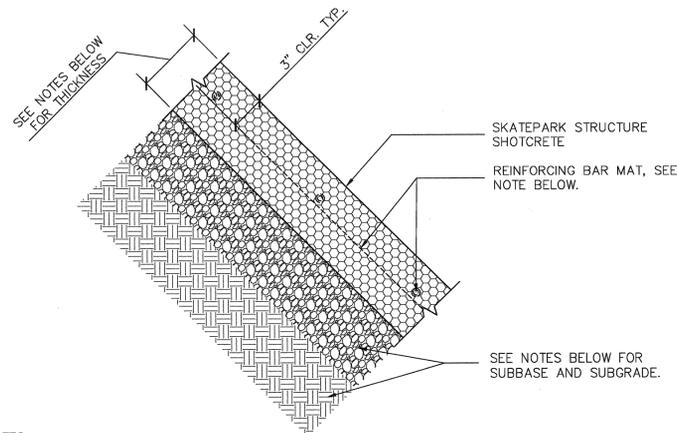
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

SKATE PARK DETAILS

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. SP7.1
REC. DWG NO. 2-####
SCALE AS NOTED
SHEET: <u>57</u> OF <u>67</u>

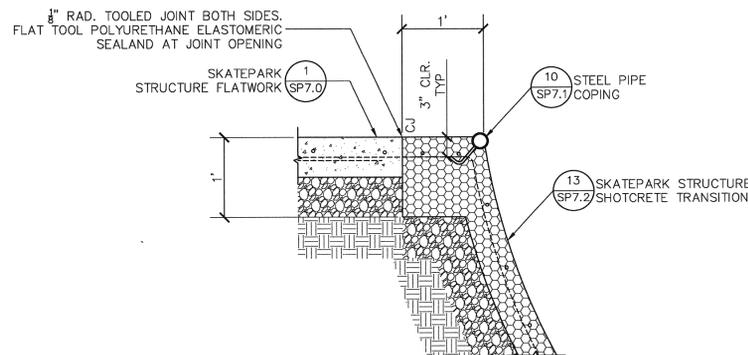
BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19



- NOTES:**
- SEE SKATEPARK STRUCTURE LEGEND SP1.0 FOR SHOTCRETE THICKNESS AND REINFORCEMENT REQUIREMENTS.
 - SEE TRANSITION SUBBASE APPLICATION DETAIL 17/SP7.2 FOR SUBBASE REQUIREMENTS.
 - ALL SHOTCRETE TO HAVE A HARD TROWEL FINISH UNLESS NOTED OTHERWISE.

SKATEPARK STRUCTURE SHOTCRETE TRANSITION

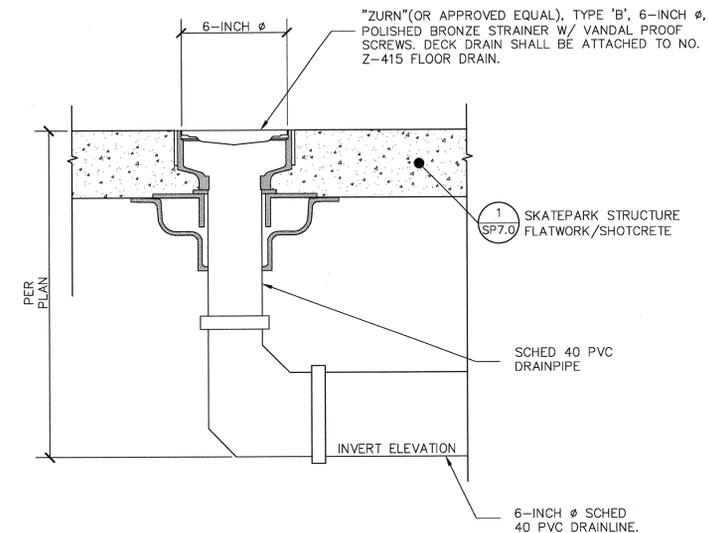
NTS 13



- NOTE:**
- BUILD BOND BEAMS AT TOPS OF ALL SHOTCRETE TRANSITIONS UNLESS SPECIFICALLY SHOWN OTHERWISE IN THE SKATEPARK DETAILS.

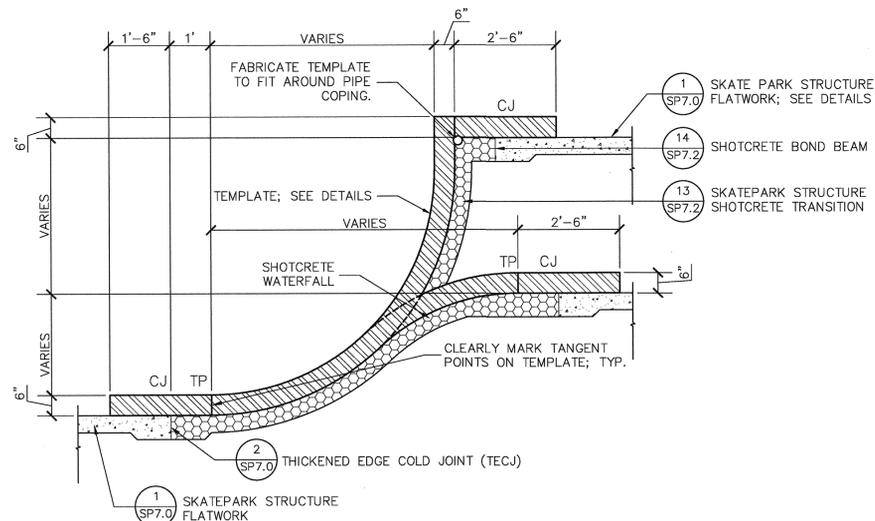
SHOTCRETE BOND BEAM

1/2"=1'-0" 14



(N) DECK DRAIN

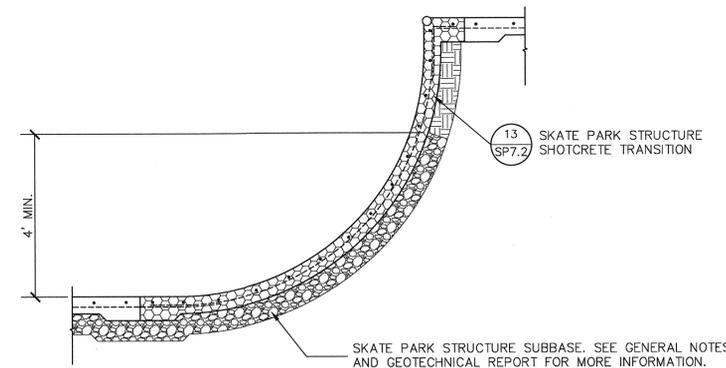
NTS 15



- NOTES:**
- USE NON-FLEX PLYWOOD, ALUMINUM, OR METAL FOR TEMPLATES.
 - CONTRACTOR SHALL FABRICATE AND USE TEMPLATES FOR EACH SHOTCRETE DETAILS. TEMPLATES MUST BE REVIEWED AND APPROVED BY OWNER'S REPRESENTATIVE SIX (6) DAYS IN ADVANCE OF SHOTCRETE OPERATIONS.

SHOTCRETE TEMPLATE

1/2"=1'-0" 16

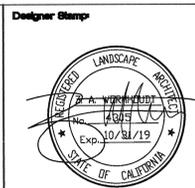


- NOTE:**
- CONTRACTOR IS ONLY RESPONSIBLE FOR PLACING SUBBASE A MINIMUM DISTANCE OF FOUR (4) VERTICAL FEET UP ALL TRANSITIONS AS MEASURED FROM THE BOTTOM TANGENT POINT (TP) AS SHOWN. THIS VARIANCE ONLY APPLIES TO TRANSITIONS THAT APPROACH NEAR VERTICAL CONDITIONS ABOVE FOUR (4) VERTICAL FEET FROM THE BOTTOM TANGENT POINT (TP) ELEVATION. SHOTCRETE APPLIED IN CONDITIONS WITHOUT THE SUBBASE SHALL BE PER THE SPECIFIED THICKNESS. NO ADDITIONAL SHOTCRETE SHALL BE REQUIRED AS THE SUBGRADES WILL BE GRADED TO THE ELEVATIONS OF THE SUBBASE.

TRANSITION SUBBASE APPLICATION

1/2"=1'-0" 17

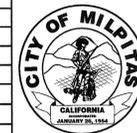
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Record Drawings	
Designer: _____	Date: _____
Public Works Inspector: _____	Date: _____
Utility/Facility Dept. Head: _____	Date: _____
Project Engineer: _____	Date: _____
Public Improvements Initially Accepted by the City Council on: _____	Res. No. _____

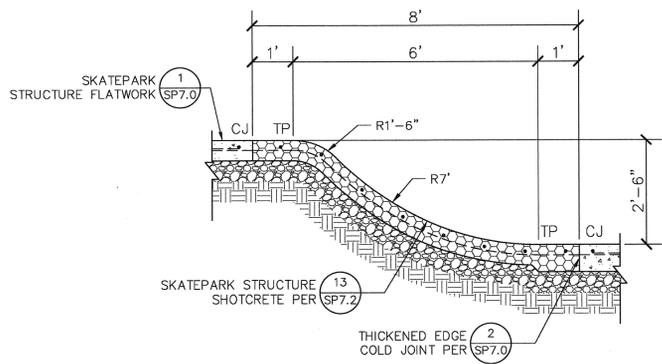
Drawn By: <u>AR</u>	Date: <u>04/26/19</u>
Checked By: <u>ZV</u>	Date: <u>04/26/19</u>
Designed By: <u>WI</u>	Date: <u>04/26/19</u>

Revisions			
Num.	Description	Engr. Appr.	Date
1			



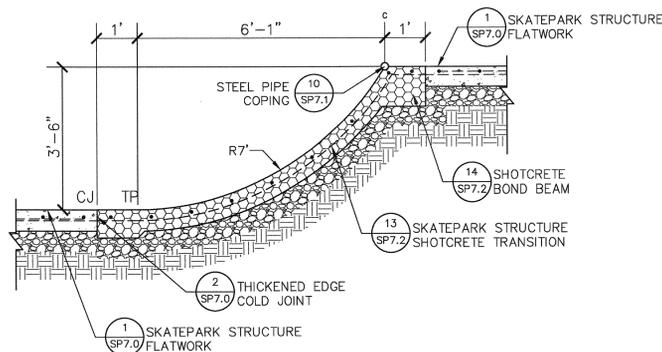
CITY OF MILPITAS ENGINEERING DIVISION	
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS PROJECT NO. 5111, 3424 AND 6133	
SKATE PARK DETAILS	
RECOMMENDED FOR BIDDING BY: <u>WJK</u>	DATE: <u>5/1/19</u>
WooJae Kim, P.E., CIP Manager	

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. SP7.2
REC. DWG NO. 2-####
SCALE: AS NOTED
SHEET: 58 OF 87



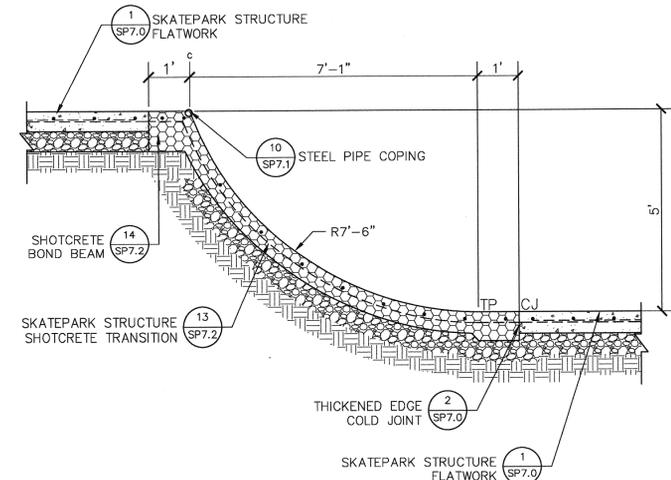
NOTE:
 1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
 2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

2'-6" H WATERFALL 1/2"=1'-0" (18)



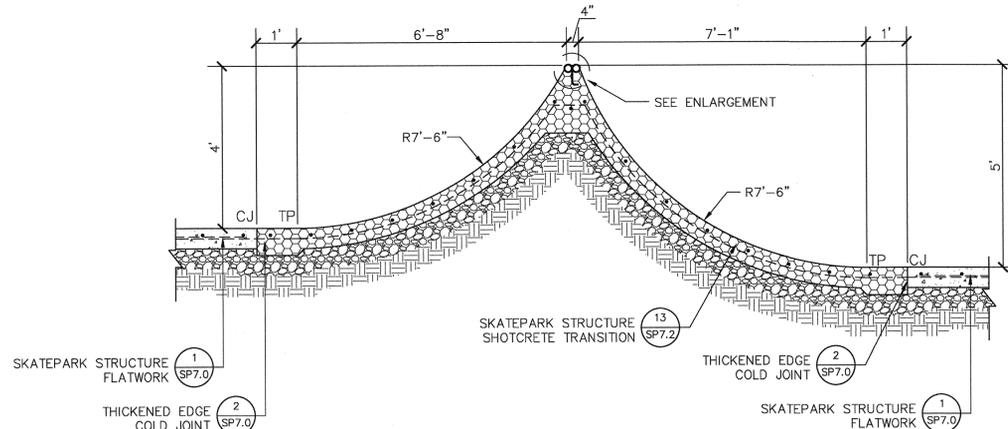
NOTE:
 1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
 2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

3'-6" H QUARTER PIPE 1/2"=1'-0" (19)



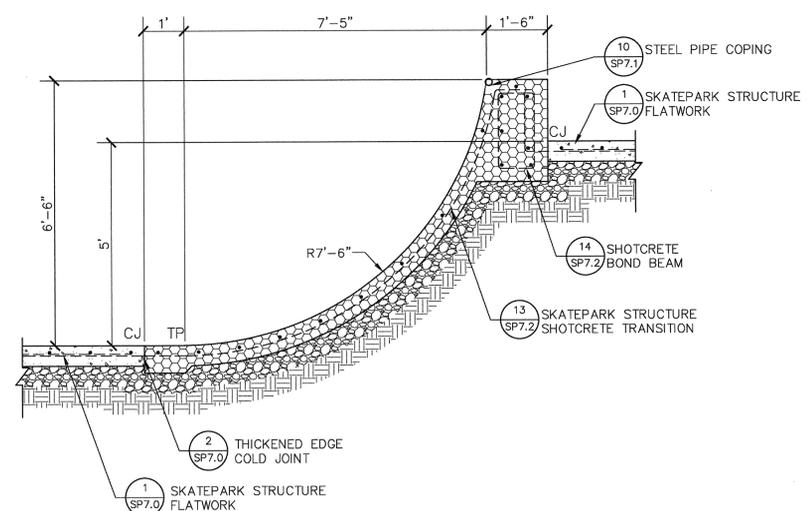
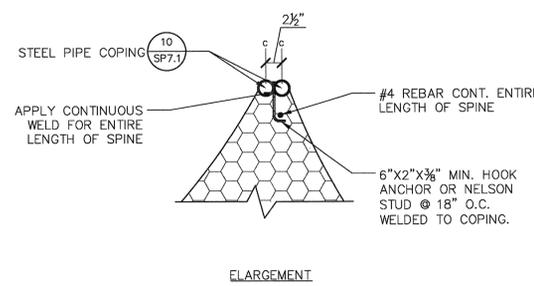
NOTE:
 1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
 2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

BIG BOWL - 5' H QUARTER PIPE 1/2"=1'-0" (20)



NOTE:
 1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
 2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

SPINE 1/2"=1'-0" (21)



NOTE:
 1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
 2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

6'-6" H EXTENSION 1/2"=1'-0" (22)

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Designer: _____	Date: _____
Public Works Inspector: _____	Date: _____
Utility/Facility Dept. Head: _____	Date: _____
Project Engineer: _____	Date: _____
Public Improvement Initially Accepted by the City Council on: _____	Res. No. _____

Drawn By: AR Date: 04/26/19
 Checked By: ZW Date: 04/26/19
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Revisions			
Num.	Description	Engr. Appr.	Date
1			



CITY OF MILPITAS
ENGINEERING DIVISION

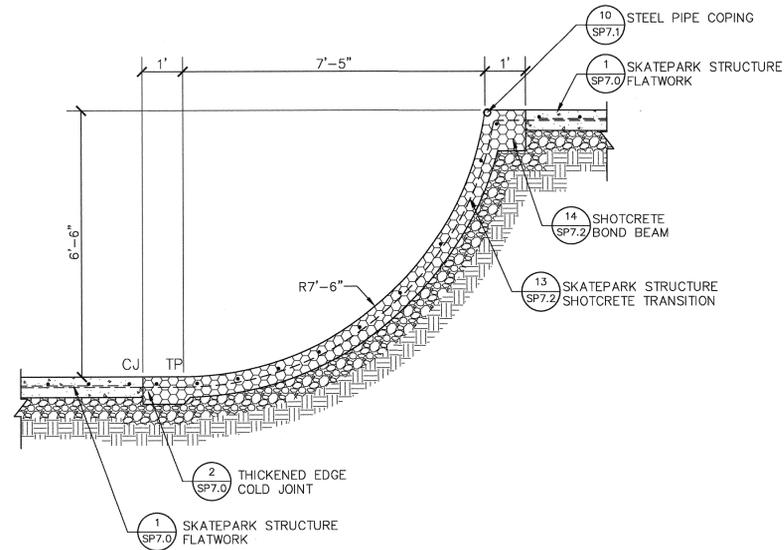
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

SKATE PARK DETAILS

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

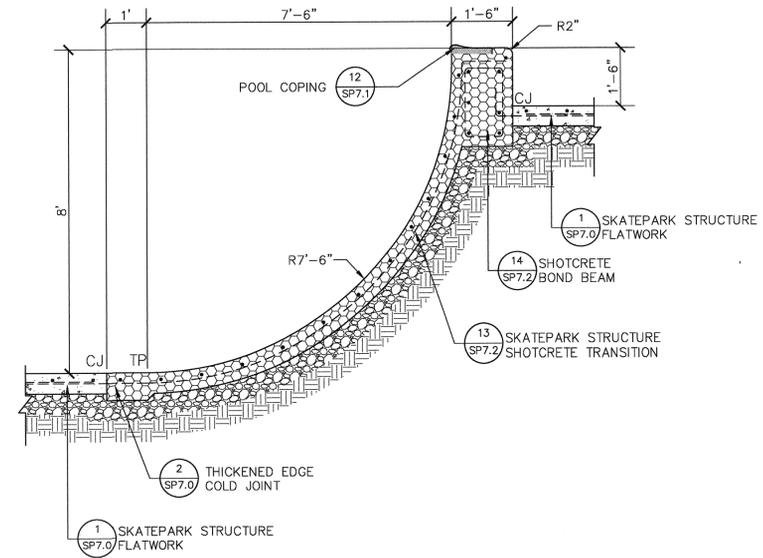
PROJECT NO. 5111, 3424 & 6133
DRAWING NO. SP7.3
REC. DWG NO. 2-####
SCALE AS NOTED
SHEET: 59 OF 67

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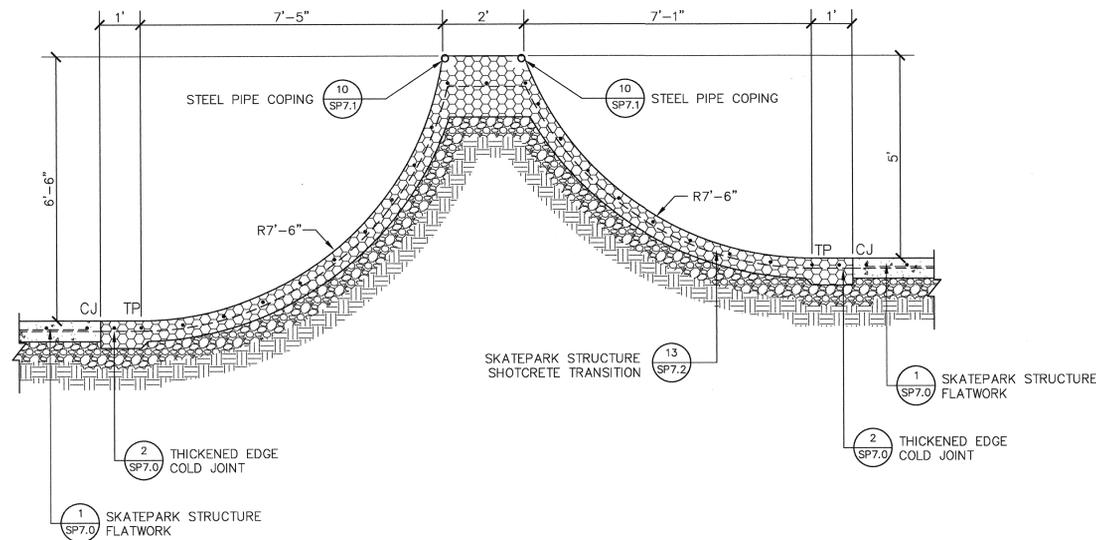
NOTE:
 1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
 2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

6'-6" H QUARTER PIPE 1/2"=1'-0" 23



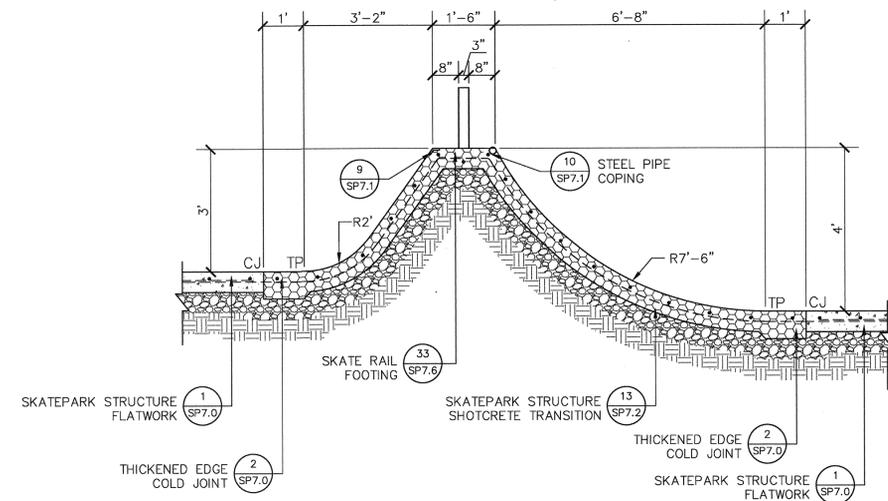
NOTE:
 1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
 2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

8' QUARTER PIPE W/ POOL COPING 1/2"=1'-0" 24



NOTE:
 1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
 2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

RIDGE SPINE 1/2"=1'-0" 25



NOTE:
 1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
 2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

4' H QUARTER PIPE W/ ADJACENT CHINA BANK 1/2"=1'-0" 26



Record Drawings	
Designer: _____	Date: _____
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Utility/Facility Dept. Head: _____	Date: _____
Project Engineer: _____	Date: _____
Public Improvements Initially Accepted by the City Council on: _____	Res. No. _____

Drawn By: AR Date: 04/26/19
 Checked By: ZW Date: 04/26/19
 Designed By: WI Date: 04/26/19

Revisions			
Num.	Description	Engr. Appr.	Date



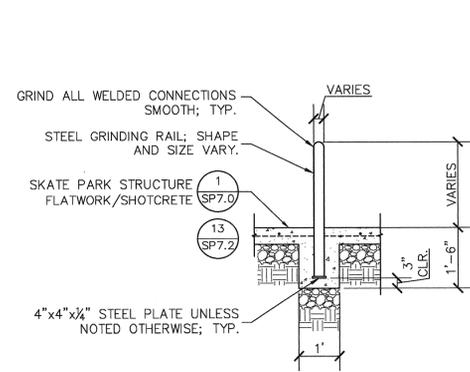
CITY OF MILPITAS
ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

SKATE PARK DETAILS

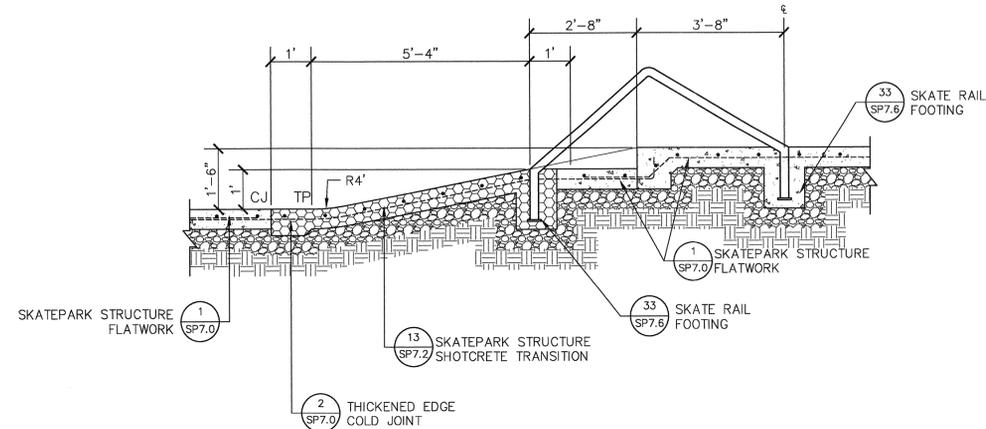
RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. SP7.4
REC. DWG NO. 2-####
SCALE: AS NOTED
SHEET: <u>60</u> OF <u>87</u>



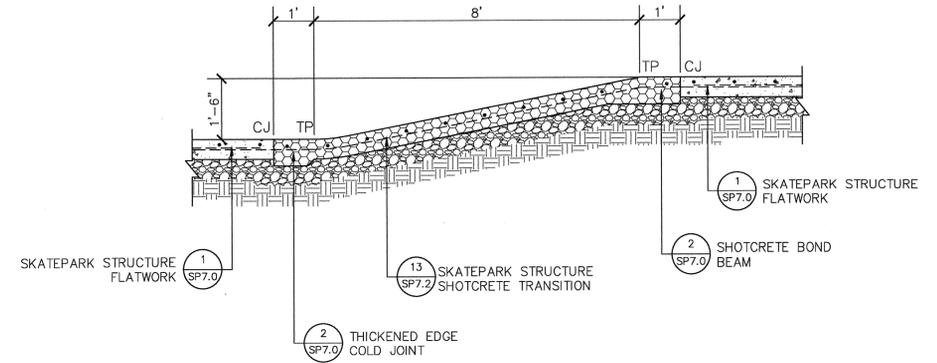
NOTE:
 1. HOT DIP GALVANIZE RAIL AFTER FABRICATION.
 2. GRIND ALL WELDED CONNECTIONS SMOOTH; TYP.
 3. SEE MATERIAL PLAN SP5.0 FOR STEEL PAINTING REQUIREMENTS.

SKATE RAIL FOOTING 1/2"=1'-0" 33



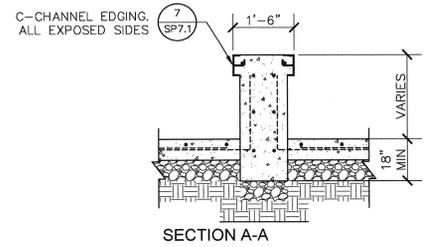
NOTE:
 1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
 2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

POLE JAM + EURO GAP 1/2"=1'-0" 34

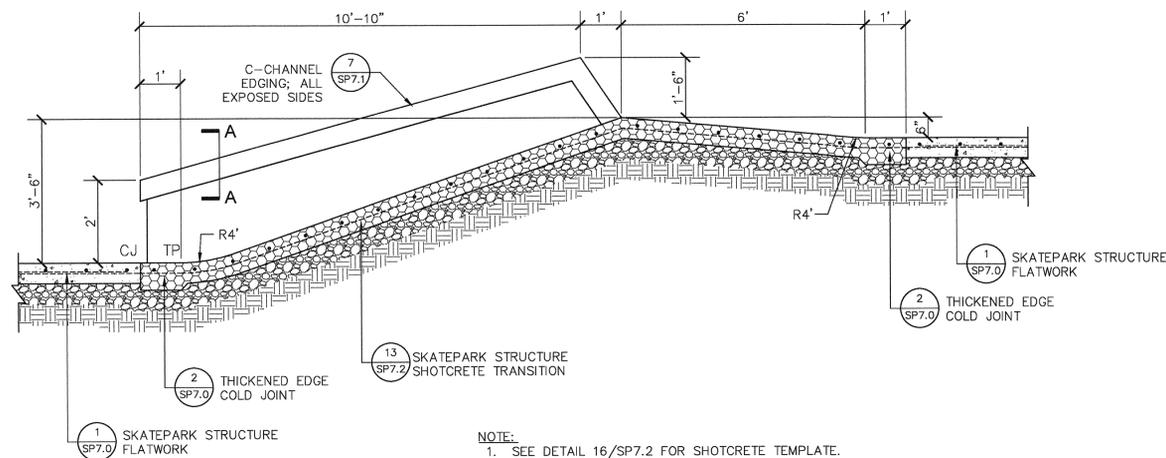


NOTE:
 1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
 2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

1'-6" H BANK 1/2"=1'-0" 35

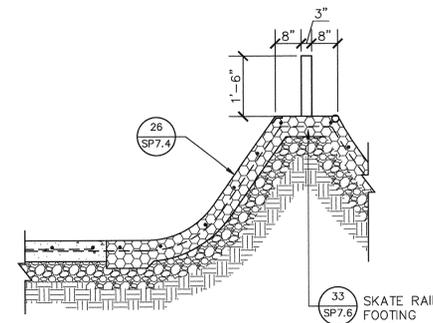


SECTION A-A

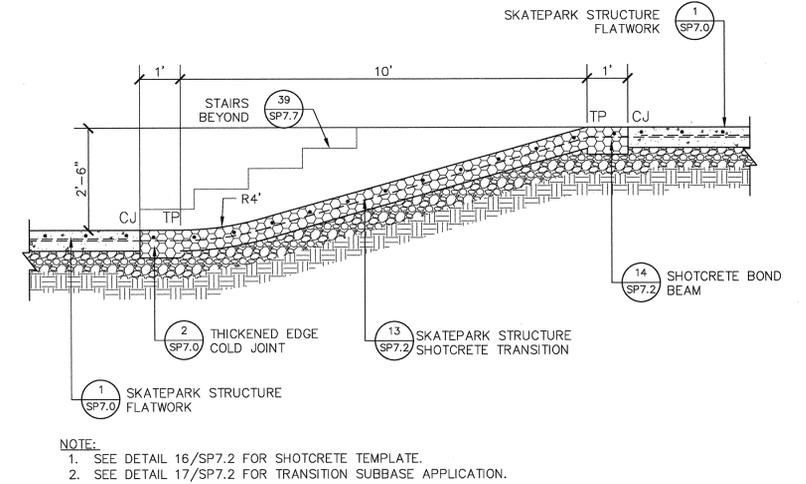


NOTE:
 1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
 2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

3'-6" H BANK + WALLY LEDGE 1/2"=1'-0" 36



CHINA BANK W/ FLAT BAR 1/2"=1'-0" 37



NOTE:
 1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
 2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

2'-6" H BANK 1/2"=1'-0" 38

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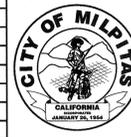


Record Drawings

Designer: _____ Date: _____
 Public Works Inspector: _____ Date: _____
 Utility/Facility Dept. Head: _____ Date: _____
 Project Engineer: _____ Date: _____
 Public Improvements Initially Accepted by the City Council on _____ Res. No. _____

Drawn By: AR Date: 04/26/19
 Checked By: ZW Date: 04/26/19
 Designed By: WI Date: 04/26/19

Revisions			
Num.	Description	Engr. Appr.	Date



CITY OF MILPITAS
 ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133

SKATE PARK DETAILS

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

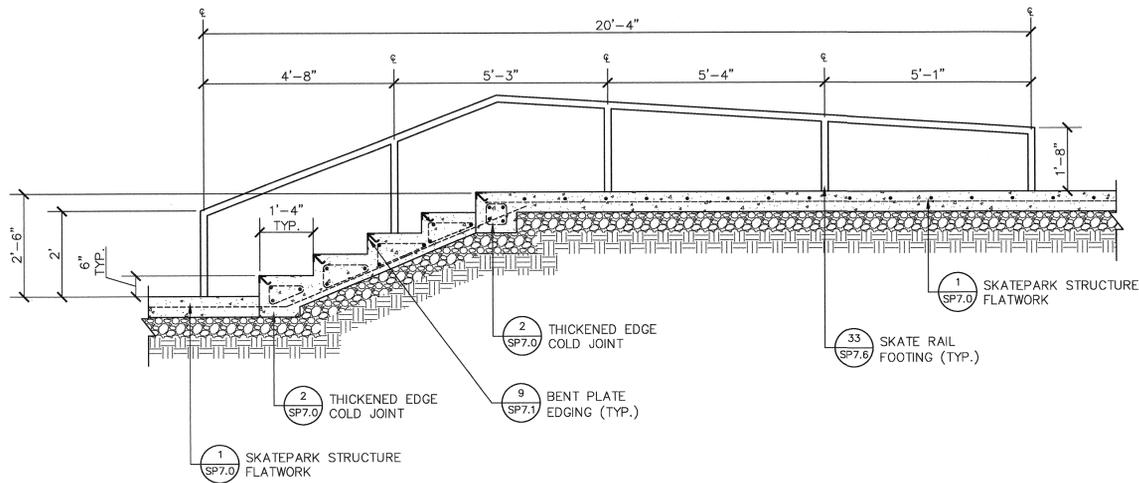
PROJECT NO.
5111, 3424 & 6133

DRAWING NO.
SP7.6

REC. DWG NO.
2-####

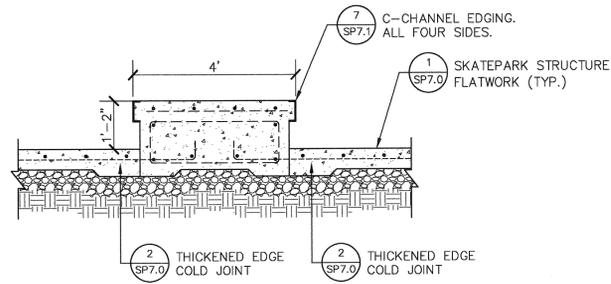
SCALE:
AS NOTED

SHEET: 62 OF 87



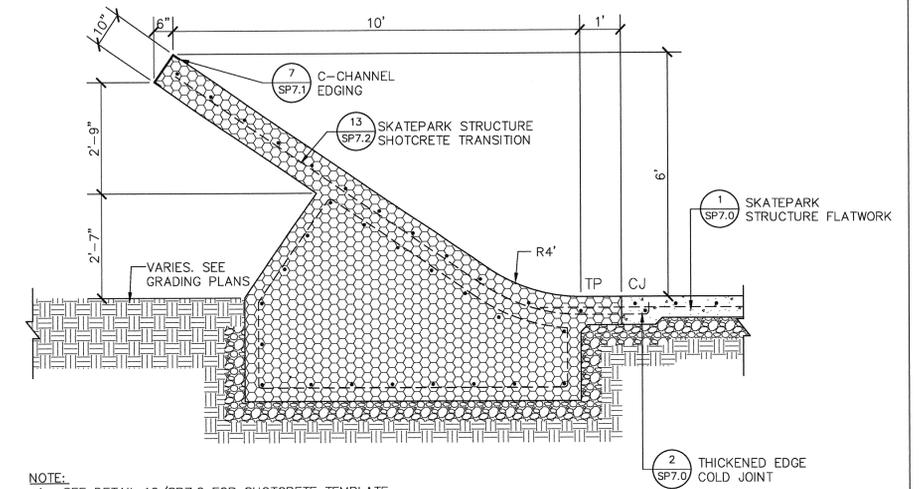
5-STAIR W/ A-FRAME RAIL

1/2"=1'-0" 39



14" H LEDGE

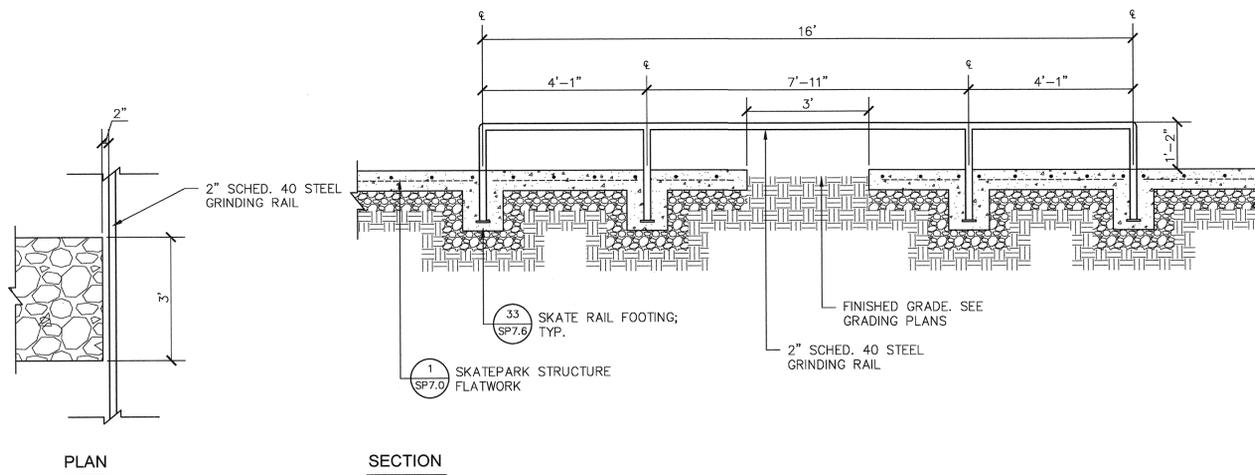
1/2"=1'-0" 40



CANTILEVERED BANK

1/2"=1'-0" 41

NOTE:
1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

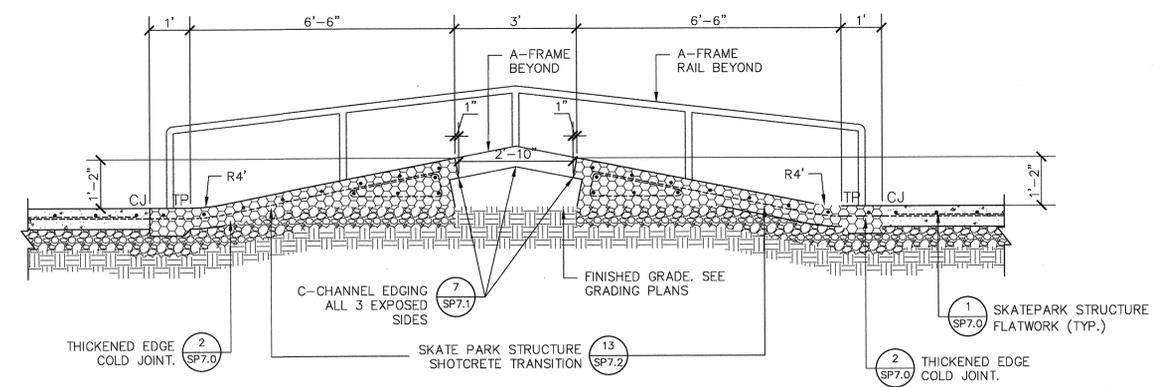


PLAN

SECTION

FLAT-BAR GRINDING RAIL

1/2"=1'-0" 42



BUMP TO BUMP

1/2"=1'-0" 43

NOTE:
1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

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Record Drawings	
Designer: _____	Date: _____
Public Works Inspector: _____	Date: _____
Utility/Facility Dept. Head: _____	Date: _____
Project Engineer: _____	Date: _____
Public Improvements Initially Accepted by the City Council on _____	Res. No. _____

Drawn By: AR Date: 04/26/19
 Checked By: ZW Date: 04/26/19
 Designed By: WI Date: 04/26/19

Revisions			
Num.	Description	Engr. Aprv.	Date



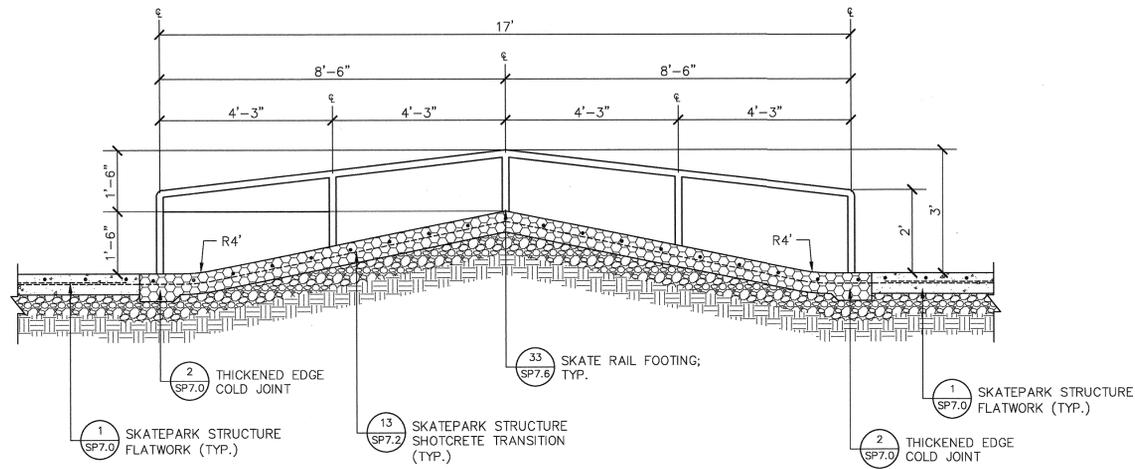
CITY OF MILPITAS
ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

SKATE PARK DETAILS

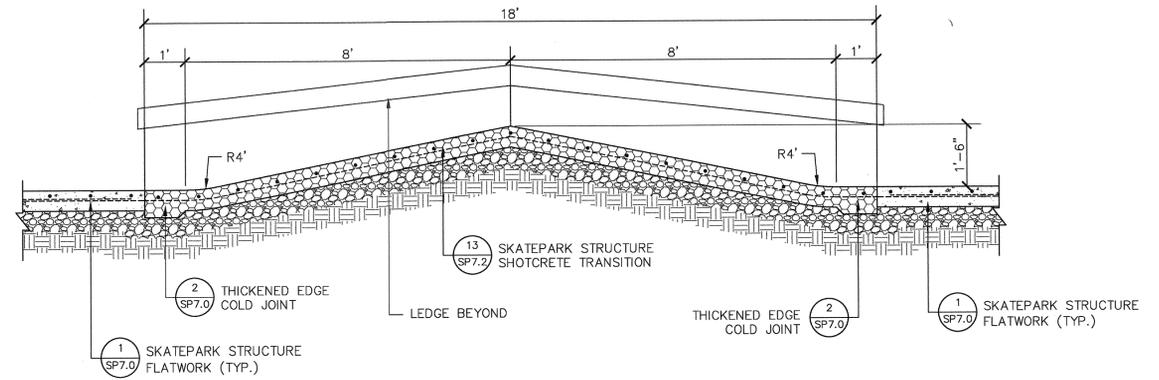
RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/2/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. SP7.7
REC. DWG NO. 2-####
SCALE AS NOTED
SHEET: 63 OF 87



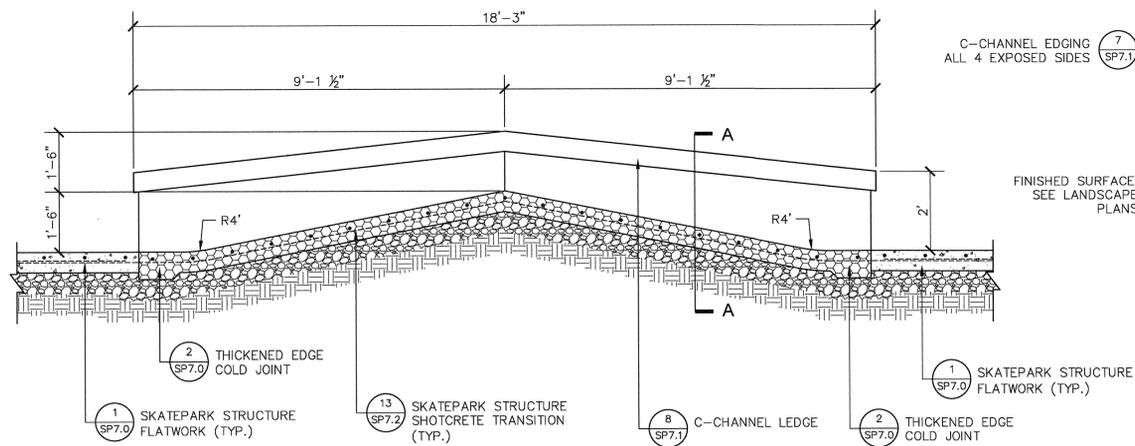
A-FRAME GRINDING RAIL

1/2"=1'-0" 44



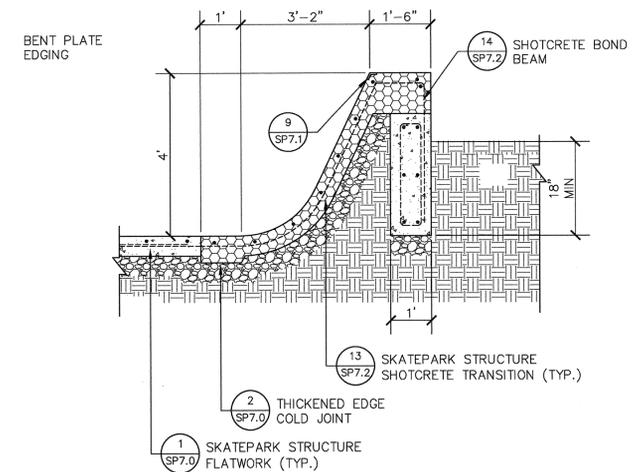
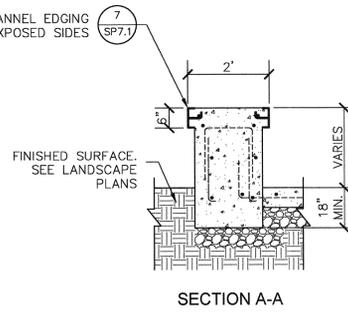
A-FRAME

1/2"=1'-0" 45



A-FRAME LEDGE

1/2"=1'-0" 46



4' H CHINA BANK

1/2"=1'-0" 47

NOTE:
1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

NOTE:
1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

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WORMHOUDT, INC.
849 ALMAR, Suite 280, Santa Cruz CA 95060 USA
admin@skateparks.com | www.skateparks.com
T. 831-426-8424
FLA #4309



Record Drawings	
Designer: _____	Date: _____
Public Works Inspector: _____	Date: _____
Utility/Facility Dept. Head: _____	Date: _____
Project Engineer: _____	Date: _____
Public Improvement Initially Accepted by the City Council on _____	Res. No. _____

Drawn By: AR Date: 04/26/19
Checked By: ZW Date: 04/26/19
Designed By: WI Date: 04/26/19

Revisions			
Num.	Description	Engr. Appr.	Date



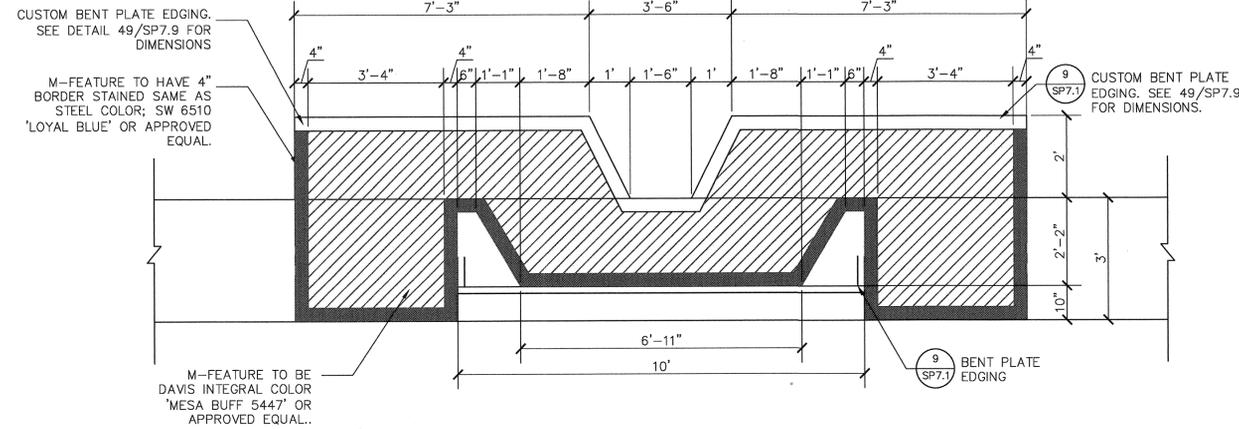
CITY OF MILPITAS
ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

SKATE PARK DETAILS

RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
WooJae Kim, P.E., CIP Manager

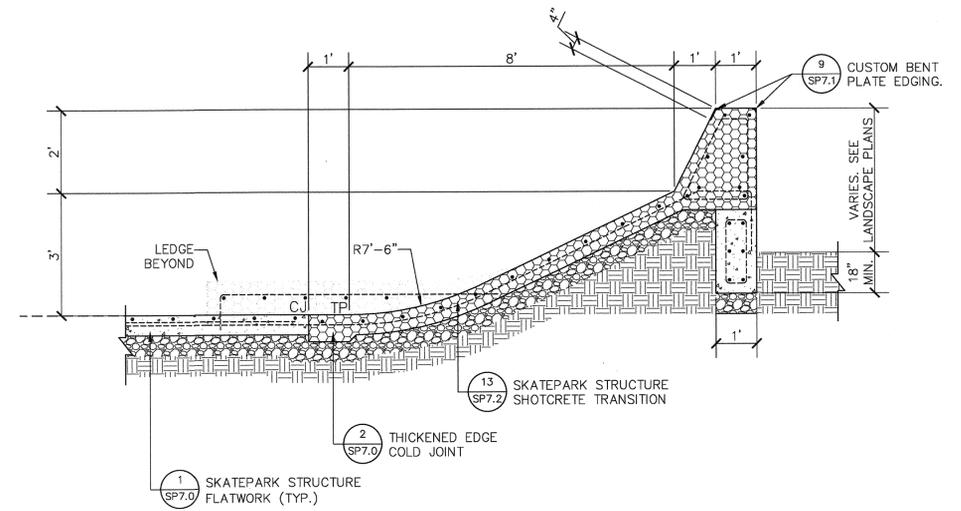
PROJECT NO. 5111, 3424 & 6133
DRAWING NO. SP7.8
REC. DWG NO. 2-####
SCALE: AS NOTED
SHEET: <u>64</u> OF <u>87</u>



NOTE:
1. ALL COLORS MUST BE REVIEWED AND APPROVED BY DESIGNER PRIOR TO APPLICATION.

M - FEATURE ELEVATION

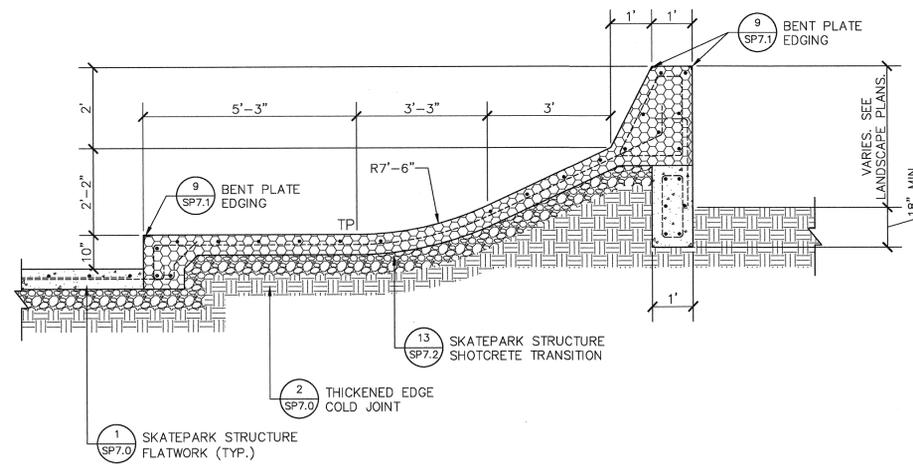
1/2"=1'-0" 48



NOTE:
1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

BANK TO BANK

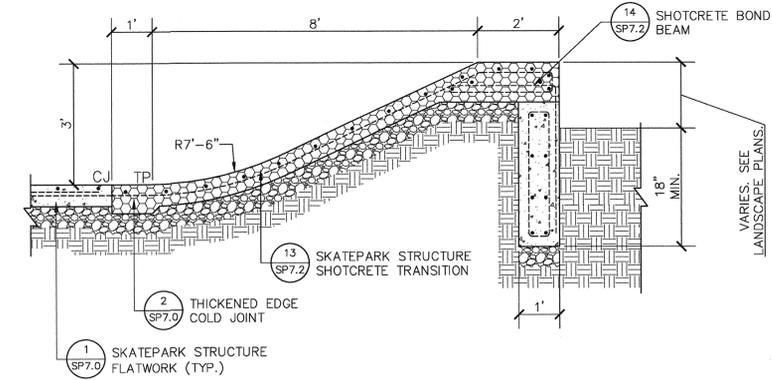
1/2"=1'-0" 49



NOTE:
1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

LEDGE TO BANK

1/2"=1'-0" 50



NOTE:
1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

3' H BANK

1/2"=1'-0" 51

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Record Drawings	
Designer: _____	Date: _____
Public Works Inspector: _____	Date: _____
Utility/Facility Dept. Head: _____	Date: _____
Project Engineer: _____	Date: _____
Public Improvements Initially Accepted by the City Council on _____	File No. _____

Drawn By: <u>AR</u>	Date: <u>04/26/19</u>
Checked By: <u>ZW</u>	Date: <u>04/26/19</u>
Designed By: <u>WI</u>	Date: <u>04/26/19</u>

Revisions			
Num.	Description	Engr. Appr.	Date
1			



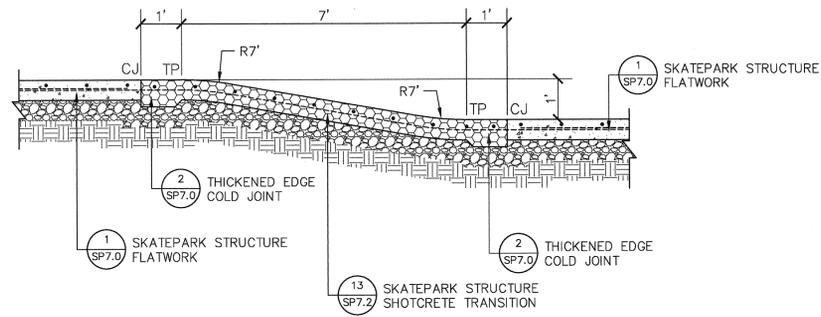
CITY OF MILPITAS
ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

SKATE PARK DETAILS

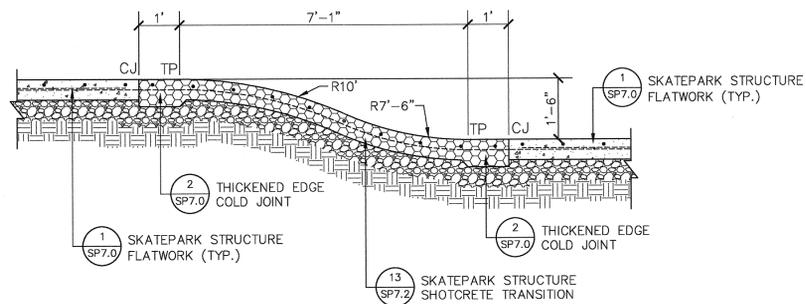
RECOMMENDED FOR BIDDING BY: [Signature] DATE: 5/1/19
WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. SP7.9
REC. DWG NO. 2-####
SCALE AS NOTED
SHEET: 65 OF 87



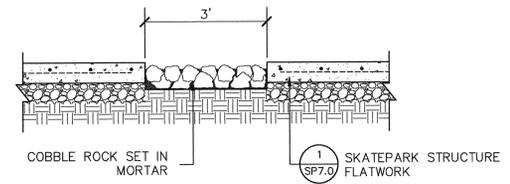
NOTE:
1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

MINI BOWL - WATER FALL 1/2"=1'-0" 52



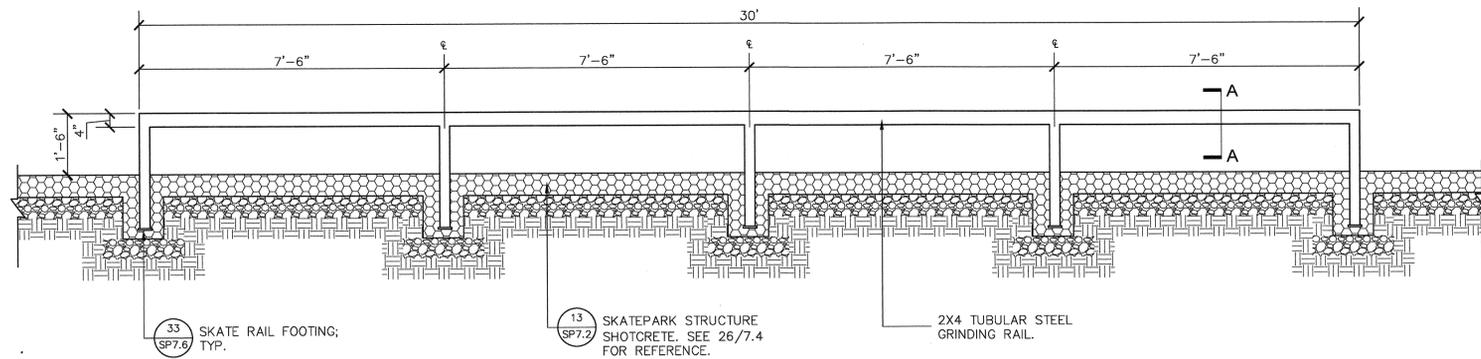
NOTE:
1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

BIG BOWL - WATER FALL 1/2"=1'-0" 53

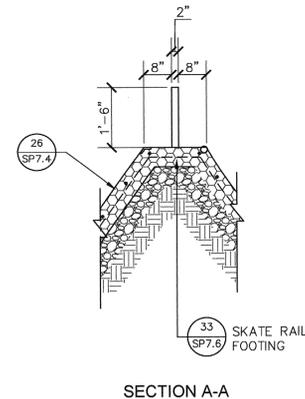


NOTE:
1. COBBLES MUST BE SET FLUSH OR BELOW ADJACENT CONCRETE FINISHED SURFACE.
2. COBBLE MUST SET 3/8 INTO MORTAR.
3. PROVIDE SAMPLE COBBLE FOR REVIEW AND APPROVAL.

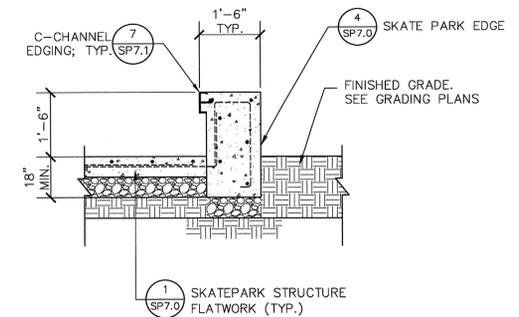
RIVER ROCK GAP 1/2"=1'-0" 54



FLAT BAR GRINDING RAIL 1/2"=1'-0" 55



SECTION A-A



LEDGE 1/2"=1'-0" 56

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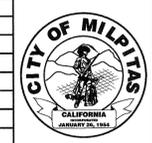
WORMHOUDT, INC.
849 ALMARI, Suite 280, Santa Cruz, CA 95060 USA
admin@skateparks.com | www.skateparks.com
L 831-428-8424
RLA #4305



Record Drawings	
Designer	Date
Public Works Inspector	Date
Utility/Facility Dept. Head	Date
Project Engineer	Date
Public Improvements Initially Accepted by the City Council on	Res. No.

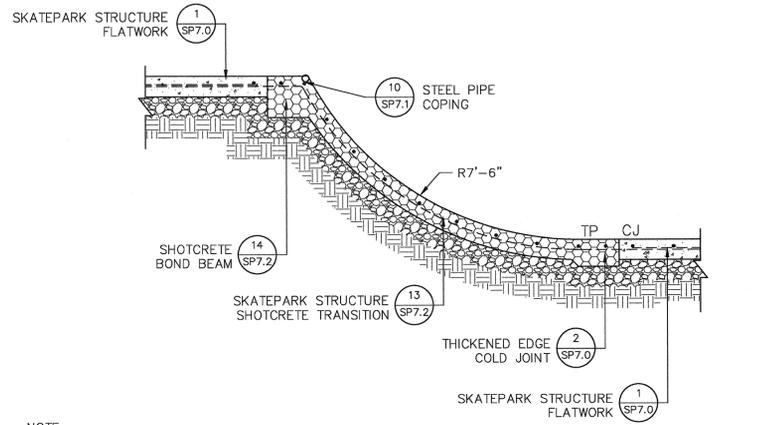
Drawn By: **AR** Date: 04/26/19
Checked By: **ZV** Date: 04/26/19
Designed By: **VI** Date: 04/26/19

Revisions			
Num.	Description	Engr. Aprv.	Date
1			



CITY OF MILPITAS
ENGINEERING DIVISION
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133
SKATE PARK DETAILS
RECOMMENDED FOR BIDDING BY: *[Signature]* DATE: 5/1/19
WooJae Kim, P.E., CIP Manager

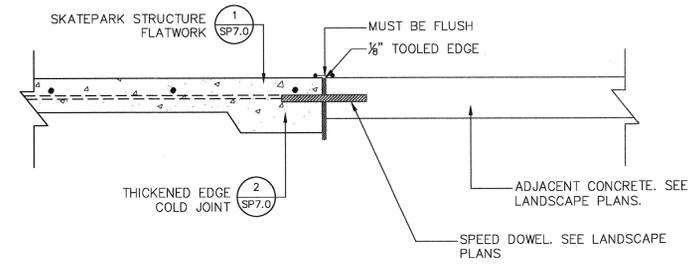
PROJECT NO. 5111, 3424 & 6133
DRAWING NO. SP8.0
REC. DWG NO. 2-####
SCALE: AS NOTED
SHEET: 66 OF 87



NOTE:
 1. SEE DETAIL 16/SP7.2 FOR SHOTCRETE TEMPLATE.
 2. SEE DETAIL 17/SP7.2 FOR TRANSITION SUBBASE APPLICATION.

4' H QUARTER PIPE W/ EDGE CONDITION

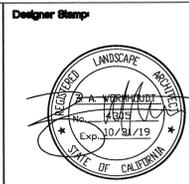
1/2"=1'-0" (57)



SKATE PARK EDGE AT CONC. PAVEMENT

NTS (58)

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Record Drawings	
Designer: _____	Date: _____
Public Works Inspector: _____	Date: _____
Utility/Facility Dept. Head: _____	Date: _____
Project Engineer: _____	Date: _____
Public Improvements Initially Accepted by the City Council on: _____	Res. No. _____

Drawn By: AR Date: 04/26/19
 Checked By: ZV Date: 04/26/19
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Revisions			
Num.	Description	Engr. Aprv.	Date
1			



CITY OF MILPITAS
 ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133

SKATE PARK DETAILS

RECOMMENDED FOR BIDDING BY: *WJK* DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO.	5111, 3424 & 6133
DRAWING NO.	SP8.1
REC. DWG NO.	2-####
SCALE	AS NOTED
SHEET	67 OF 87

MILPITAS SPORTS CENTER
RESTROOMS AND CONCESSION BUILDINGS
SECTION 01785
OPERATIONS AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
1. Emergency manuals.
 2. Operation manuals for systems, subsystems, and equipment.
 3. Maintenance manuals for the care and maintenance of products, materials, finishes, systems and equipment.

1.02 SUBMITTALS

- A. Manual: Submit one copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.
1. Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.

PART 2 - PRODUCTS

2.01 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name, address, and telephone number of Contractor.
 6. Name and address of Architect.
 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversized sheets.

- a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

- a. If oversized drawings are necessary, fold drawings to same size as text pages and use as foldouts.
- b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.02 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for type of emergency, emergency instructions, and emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component for fire, flood, gas leak, water leak, power failure, water outage, equipment failure, and chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include instructions on stopping, shutdown instructions for each type of emergency, operating instructions for conditions outside normal operating limits, and required sequences for electric or electronic systems.

2.03 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.
- B. Descriptions: Include the following:
1. Product name and model number.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.

- C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.

- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.04 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

- C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

- D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.

- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.05 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment.

- D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions that detail essential maintenance procedures.

- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.01 MANUAL PREPARATION

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
1. Do not use original Project Record Documents as part of operation and maintenance manuals.

END OF SECTION

OPERATION AND MAINTENANCE DATA

SALASO'BRIEN

expect a difference |
305 South 11th Street
San Jose, California 95112-2218
408.282.1500 | 408.297.2995 (F)
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Designer Stamp: _____

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by
the City Council on _____ Res. No. _____

Revisions

Num.	Description	Engr. Appr.	Date

Drawn By: _____ Date: 04/26/19

Checked By: _____ Date: 04/26/19

Designed By: JEG Date: 04/26/19

CITY OF MILPITAS
ENGINEERING DIVISION
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

RESTROOM / CONCESSION - OPERATIONS AND MAINTENANCE DATA

RECOMMENDED FOR BIDDING BY: _____ DATE: 5/1/19
WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. A-03
Rec. Dwg No. 2-####
SCALE AS NOTED
SHEET 70 OF 87
230

ALL DESIGN, CONSTRUCTION, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF VERDE DESIGN, INC. AND WERE CREATED, DEVELOPED, AND REPRODUCED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH DESIGN, CONSTRUCTION, ARRANGEMENTS, AND PLANS SHALL BE REPRODUCED, REPRODUCTION, OR PUBLISHED BY ANY METHOD, IN WHOLE OR IN PART, OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE, WHATSOEVER, WITHOUT WRITTEN PERMISSION OF VERDE DESIGN, INC.

2016 CALGreen Non-Residential Mandatory Measures Checklist (Cont'd)	
Mandatory Feature or Measure	Required
Graywater or rainwater use in landscape areas: Any lot that has less than 2,500 sq ft of landscape and meets the lot or parcel's landscape water requirement entirely with treated or untreated graywater or through stored rainwater captured on site is subject only to Appendix section (5) - CGBCS 5.304.6.	
WATER CONSERVATION AND RESOURCE	
Water Resistance and Moisture Management (5.407)	
Weather Protection: Provide a weather-resistant exterior wall and foundation envelope as required by California Building Code Section 1403.2 and California Energy Code 150, manufacturer's installation instructions or local ordinance, whichever is more stringent.	A-0.1
Moisture Control: Employ moisture control measures by the following methods: Sprinklers: Design and maintain landscape irrigation systems to prevent spray on structures. Entries and Openings: Design exterior entries and openings subjected to foot traffic or wind-driven rain to prevent water intrusion into buildings as follows: Exterior Door Protection: Primary exterior entries shall be covered to prevent water intrusion by using non-absorbent floor and wall finishes within at least 2 feet around and perpendicular to such openings plus at least one of the following: An installed awning at least 4 feet in depth. The door is protected by a roof overhang at least 4 feet in depth. The door is recessed at least 4 feet. Other methods which provided equivalent protection. Flashing: Install flashings integrated with a drainage plane.	A-0.1
Construction Waste Reduction, Disposal and Recycling (5.408)	
Construction waste management: Recycle and/or salvage for reuse a minimum of 65% of the non-hazardous construction and demolition waste generated at the site. This is achieved by submitting a Waste Management Plan for approval by the Building and Safety Department prior to construction or demolition permit issuance and providing documentation to demonstrate compliance with the Waste Management Plan after completion of demolition or construction prior to final inspection.	
Waste Management Company: Utilize a waste management company that can provide verifiable documentation that the percentage of construction and demolition waste material diverted from the landfill complies. Documentation: Documentation shall be provided to the enforcing agency prior to final which demonstrates compliance. Provide documentation to the City of Milpitas Solid Waste. Universal Waste (U): Additions and alterations to a building or tenant space that meet the scoping provisions in the CGBCS section 301.3 for nonresidential additions and alterations, shall require verification that Universal Waste items such as fluorescent lamps and ballast and mercury containing thermostats as well as other California prohibited Universal Waste materials are disposed of properly and are diverted from landfills. A list of prohibited Universal Waste materials shall be included in the construction documents. Excavated soil and land clearing debris: 100% of trees, stumps, rocks and associated vegetation and soils resulting primarily from land clearing shall be reused or recycled.	A-0.1
Building Maintenance and Operation (5.410)	
Recycling by occupants: Provide readily accessible areas that serve the entire building and are identified for the depositing, storage, and collection of non-hazardous materials for recycling per CGBCS 5.410.1. Exceptions (A): All additions conducted within a 12-month period under single or multiple permits, resulting in an increase of 30% or more in floor area, shall provide recycling areas on site. Exceptions: Additions within a tenant space resulting in less than a 30% increase in the tenant space floor area.	

2016 CALGreen Non-Residential Mandatory Measures Checklist (Cont'd)	
Mandatory Feature or Measure	Required
Refrigerated service cases: Refrigerated service cases holding food products containing vinegar and salt shall have evaporator coils of corrosion-resistant material, such as stainless steel, or be coated to prevent corrosion from these substances. Consideration shall be given to the heat transfer efficiency of coil coating to maximize energy efficiency. Refrigerant receivers: Refrigerant receivers with capacities greater than 200 pounds shall be fitted with a device that indicates the level of refrigerant in the receiver. Pressure testing: The system shall be pressure tested during installation prior to evacuation and charging per CGBCS Section 5.508.2.5. Evacuation: The system shall be evacuated after pressure testing and prior to charging per CGBCS Section 5.508.2.6.	
INSTALLER AND SPECIAL INSPECTOR QUALIFICATIONS	
Qualifications (702) HVAC system installers are trained and certified in the proper installation of HVAC systems including ducts and equipment by a nationally or regionally recognized training or certification program. Special inspectors employed by the owner or owner's agent shall demonstrate competence for the particular type of inspection task to be performed and shall have a certification from a recognized state, national, or international association in the area closely related to the primary job function. Note: Special Inspectors shall be independent entities with no financial interest in the materials or the project they are inspecting for compliance with the CGBCS. Verifications (703) Documentation used to show compliance with the CGBCS shall include but is not limited to construction documents, plans, specifications, builder or installer certification, inspection reports, or other methods acceptable to the enforcing agency, which demonstrate substantial conformance.	

2016 CALGreen Non-Residential Mandatory Measures Checklist (Cont'd)	
Mandatory Feature or Measure	Required
2. Where separate submeters for individual building tenants are unfeasible, for water supplied to the following subsystems: a) Makeup water for cooling towers where flow through is greater than 500 gpm. b) Makeup water for evaporative coolers greater than 60 gpm. c) Steam and hot-water boilers with energy input more than 500,000 Btu/h.	
Excess consumption: A separate submeter or metering device shall be provided for any tenant within a new building or within an addition that is projected to consume more than 1,000 galday CGBCS 5.303.1.2.	A-0.1
Water conserving plumbing fixtures and fittings: Plumbing fixtures (water closets and urinals) and fittings (faucets and showerheads) in new construction, new fixtures in additions or areas of alteration to the building shall comply with the following CGBCS 5.303.3. Water closets: The effective flush volume of all water closets shall not exceed 1.28 gpf. Tank-type water closets shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Tank-Type Toilets CGBCS 5.303.3.1. Note: The effective flush volume of dual flush toilets is defined as the composite, average flush volume of two reduced flushes and one full flush. Urinals: The effective flush volume of wall mounted urinals shall not exceed 0.125 gpf. The effective flush volume of floor mounted or other urinals shall not exceed 0.5gpf CGBCS 5.303.3.2. Single showerheads: Showerheads shall have a max. flow rate of not more than 2.0 gpm at 80 psi. Showerheads shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Showerheads CGBCS 5.303.3.3.1. Multiple showerheads Serving One Shower: When a shower is served by more than one showerhead, the combined flow rate of all showerheads and/or other shower outlets controlled by a single valve shall not exceed 2.0 gallons per minute at 80 psi, or the shower shall be designed to allow only one shower outlet to be in operation at a time. Note: A hand-held shower shall be considered a showerhead CGBCS 5.303.3.3.2. Faucets and fountains: CGBCS 5.303.3.4. Non-residential lavatory faucets: Lavatory faucets shall have a maximum flow rate of not more than 0.5 gpm at 60 psi. Kitchen faucets: Kitchen faucets shall have a maximum flow rate of not more than 1.8 gpm at 60psi. Kitchen faucets may temporarily increase the flow above the maximum rate, but not exceed 2.2 gpm at 60 psi, and must default to a max. flow rate of 1.8 gpm at 60 psi. Wash fountains: Wash fountains shall have a maximum flow rate of not more than 1.8 gpm/20 [rim space (inches) at 60 psi]. Metering faucets: Metering faucets shall not deliver more than 0.20 gallons per cycle. Metering faucets for wash fountains: Metering faucets for wash fountains shall have a maximum flow rate of not more than 0.20 gallons per cycle/20 [rim space (inches) at 60psi].	A-0.1
Outdoor Water Use (5.304) Outdoor water use in landscape areas equal to or greater than 500 sq ft or in rehabilitated landscape projects equal to or greater than 2,500 sq ft. One of the following shall apply: 1. A local water efficient landscape ordinance at least as effective in conserving water as the updated model ordinance adopted by Department of Water Resources (DWR). 2. The California Department of Water Resources Model Water Efficient Landscape Ordinance (MWELO). Outdoor water use in landscape areas of 2500 sq ft or less. Comply with the performance requirements of MWELO or conform to the prescriptive compliance measures contained in MWELO's Appendix D.	N/A

2016 CALGreen Non-Residential Mandatory Measures Checklist (Cont'd)	
Mandatory Feature or Measure	Required
Outside Air Delivery: For mechanically or naturally ventilated spaces in buildings, meet the minimum outside air delivery rate of Section 120.1 of the 2016 California Energy Code, or the applicable local code, whichever is more stringent, and Division 1, Chapter 4 of CCR, Title 8. Carbon dioxide (CO2) monitoring: For buildings or additions equipped with demand control ventilation, CO2 sensors and ventilation controls shall be specified and installed in accordance with 2016 California Energy Code Section 120.1(c)(4).	
Environmental Comfort (5.507)	
Acoustical Control: Employ building assemblies and components with Sound Transmission Class (STC) values using one of the following methods: Exception: Buildings with few or no occupants or where occupants are not likely to be affected by exterior noise, as determined by the enforcement authority, such as factories, stadiums, storage, enclosed parking garage structures, and utility buildings. Prescriptive method - Exterior noise transmission. Wall and roof ceiling assemblies making up the building or addition envelope or altered envelope shall meet a composite STC rating of at least 50, or a composite OITC rating of not less than 40, or OITC of 30 in the following locations CGBCS 5.507.4.1: 1. Within the 65 CNEL noise contour of a freeway. 2. Within the 65 CNEL or Lw noise contour of a freeway, railroad, industrial source or fixed-guideway source. Noise Exposure Where Noise Contours Are Not Readily Available: Buildings exposed to a noise level of 65 dB Lw-1-hr during any hour of operation shall have building, addition or alteration exterior wall and roof-ceiling assemblies exposed to the noise source meeting a composite STC rating of at least 45 (or OITC 35), with exterior windows of a minimum STC of 40 (or OITC 30). Performance method: For buildings located as defined in sec. 5.507.4.1 (Prescriptive) or 5.507.4.1.1 (Noise Contour Not Available), wall and roof-ceiling assemblies exposed to the noise source making up the building or addition envelope or altered envelope shall be constructed to provide an interior noise environment attributable to exterior sources that does not exceed an hourly equivalent noise level (Lw-1h) of 50 dBA in occupied areas during any hour of operation. Documentation of Compliance: An acoustical analysis documenting complying interior sound levels shall be prepared by personnel approved by the architect or engineer of record. Interior sound transmission. Wall and floor-ceiling assemblies separating tenant spaces and tenant spaces and public places shall have a STC of at least 40. Outdoor Air Quality (5.508) Ozone depletion and greenhouse gas reductions. Installations of HVAC, refrigeration and fire suppression equipment shall not contain Chlorofluorocarbons (CFCs) and Halons. Supermarket refrigerant leak reduction: New commercial refrigeration systems (including both new facilities and the replacement of existing refrigeration systems in existing facilities) installed in retail food stores 8,000 square feet or more conditioned area, and that utilize either refrigerated display cases, or walk-in coolers or freezers connected to remote compressor units or condensing units and contain high-global-warming potential (High-GWP) refrigerants with a GWP of 150 or greater, shall comply with the following: Refrigerant piping: Piping shall be installed to be accessible for leak protection and repairs. Piping runs using threaded pipe, copper tubing with an outside diameter (OD) less than 1/2", flared tubing connections and short radius elbows shall not be used in refrigerant systems except as noted in sec. 5.508.2.1.1, 5.508.2.1.2, 5.508.2.1.3, and 5.508.2.1.4. Valves: Valves and fittings shall comply with the requirements in CGBCS Section 5.508.2.2.	

2016 CALGreen Non-Residential Mandatory Measures Checklist (Cont'd)	
Mandatory Feature or Measure	Required
Designated parking: In new projects or additions or alterations that add 10 or more vehicular parking spaces, provide designated parking for any combination of low-emitting, fuel efficient, and carpooling pool vehicles as shown on Table 5.106.5.2 CGBCS 5.106.5.2. Parking stall marking: Paint "CLEAN AIR" with lowing edges of test word aligned with the end of the stall strip. VANPOOL/EV: CGBCS 5.106.5.2.1. Electric vehicle (EV) charging: [N] Construction shall comply with Section 5.106.5.3.1 or 5.106.5.3.2 to facilitate future installation of electric vehicle supply equipment (EVSE) in compliance with California Building Code (CBC) and California Electrical Code (CEC). Single charging space requirements: [N] When only a single charging space is required per Table 5.106.5.3.3, a raceway is required to be installed at the time of construction and shall be installed in accordance with CEC. Construction plans and specifications shall comply with CGBCS 5.106.5.3.1. Multiple charging space requirements: [N] When multiple charging spaces are required per Table 5.106.5.3.3, raceway(s) shall be installed at the time of construction and shall be installed in accordance with CEC. Construction plans and specifications shall comply with CGBCS 5.106.5.3.2. Identification: [N] The service panel or subpanel(s) circuit directory shall identify the reserved overcurrent protective device space(s) for future EV charging as "EV CAPABLE". The raceway termination location shall be permanently and visibly marked as "EV CAPABLE" CGBCS 5.106.5.3.4. Light pollution reduction: [N] Outdoor lighting systems shall be designed and installed to comply with the following CGBCS 5.106.8: 1. The minimum requirements in the California Energy Code for Lighting Zones 1-4 as defined in Chapter 10 of the California Administrative Code; and 2. Backlight, Uplight and Glare (BULG) ratings as defined in IES TM-15-11; and 3. Allowable BULG ratings not exceeding those shown in Table 5.106.8.8 or Comply with local ordinance lawfully enacted pursuant to Section 101.7, whichever is more stringent. Exception: [N] 1. Luminaires that qualify as exceptions in Section 140.7 of the California Energy Code. 2. Emergency lighting. 3. Building facade meeting the requirements in Table 140.7-B of the CEC, part 6. 4. Custom lighting features as allowed by the local enforcing agency as permitted by CGBCS 101.8 (AMMR). Grading and paving: Construction plans shall indicate how site grading or a drainage system will manage all surface water flows to keep water from entering buildings CGBCS 5.106.10. Exception: 1. Additions and alterations not altering the drainage path.	A-0.1
ENERGY EFFICIENCY	
For the purposes of mandatory energy efficiency standards in this code, the California Energy Commission will continue to adopt mandatory standards CGBCS 5.201.1.	
WATER EFFICIENCY AND CONSERVATION	
Indoor Water Use (5.303) Water fixtures - Separate sub-meters or metering devices shall be installed for the uses described below CGBCS 5.303.1. New buildings or additions in excess of 50,000 square feet. 1. For each individual leased, rented, or other tenant space within the building projected to consume more than 100 galday, including, but not limited to, spaces used for laundry or cleaners, restaurant or food service, medical or dental office, laboratory, or beauty salon or barber shop.	

2016 CALGreen Non-Residential Mandatory Measures Checklist (Cont'd)	
Mandatory Feature or Measure	Required
ENVIRONMENTAL QUALITY	
Fireplaces (5.503) Install only a direct-vent sealed-combustion gas or sealed wood-burning fireplace, or a sealed woodstove or pellet stove, and refer to residential requirements in California Energy Code, Title 24, Part 6, Subchapter 7, Section 150. Wood stoves and pellet stoves shall comply with U.S. EPA Phase II emission limits where applicable. Bay Area Air Quality Management District: Effective November 1, 2016 - "No wood-burning devices of any kind may be installed in new homes or buildings being constructed in the Bay Area". "Bay Area residents who begin a chimney or fireplace remodeling project that costs over \$15,000 and requires a building permit will only be allowed to install a gas-fueled, electric or EPA-certified device". Pollutant Control (5.504) The permanent HVAC system shall only be used during construction if necessary to condition the building or areas of addition or alteration within the required temperature range for material and equipment installation. If the HVAC system is used during construction, use return air filters with a MERV of 8. Replace all filters immediately prior to occupancy, or if the building is occupied during alteration, at the conclusion of construction. CGBCS 5.504.1. Dust openings, equipment, and other related air distribution component openings shall be covered during storage and construction until final start up to reduce the amount of dust, water, and debris which may enter the system. CGBCS 5.504.3. Adhesives, sealants and caulks shall be compliant with VOC limits per CGBCS 5.504.4.1. Paints, stains and other coatings shall be compliant with VOC limits per CGBCS 5.504.4.3. Aerosol paints and coatings shall be compliant with Product-Weighted MIR limits for ROCC, VOC and other toxic compounds limits per sec. 5.504.4.3.1. Carpet and carpet systems shall be compliant with the testing and product requirements per CGBCS 5.504.4.4, 5.504.4.4.1, 5.504.4.4.2. Hardwood plywood, particleboard and medium density fiberboard composite wood products used on the interior or exterior of the building shall meet the formaldehyde limits per CGBCS 5.504.4.5. For 80% of floor area receiving resilient flooring, installed resilient flooring shall meet the requirements per CGBCS 5.504.4.6. Documentation shall be provided to the City building inspector verifying that compliant finish materials have been used. Filters: In mechanically ventilated buildings, provide regularly occupied areas of the building with air filtration media for outside and return air prior to occupancy that provides at least a MERV of 8. Recommendations for maintenance with filters of the same value shall be included in the operation and maintenance manual. Exceptions: 1. An ASHRAE 10% to 15% efficiency filter shall be permitted for an HVAC unit meeting 2013 California Energy Code having 60,000 Btu/h or less capacity per fan coil, if the energy use of the air delivery system is 0.4 Wcfm or less at design air flow. 2. Existing mechanical equipment. Labeling: Installed filters shall be clearly labeled by the manufacturer indicating the MERV (Minimum Efficiency Reporting Value) rating. Environmental tobacco smoke (ETS) control. Where outdoor areas are provided for smoking, prohibit smoking within 25 feet of building entries, outdoor air intakes and operable windows and within buildings CGBCS 5.504.7. Indoor Air Quality (5.506)	A-0.1

2016 CALGreen Non-Residential Mandatory Measures Checklist (Cont'd)	
Mandatory Feature or Measure	Required
ENVIRONMENTAL QUALITY	
Short-term bicycle parking: In the new project or an addition or alteration to an existing project, provide permanent bicycle racks, within 200 feet of the building's entrance, readily visible to passers-by, for 5% of new visitor motorized vehicle parking spaces being added, with a minimum of one two-bike capacity rack. CGBCS 5.106.4.1.1. Exception: 1. Additions or alterations which add nine or less visitor parking spaces. Long-term bicycle parking: For new buildings with over 10 tenant-occupied or for additions or for additions or alterations that add 10 or more tenant-occupied parking spaces, provide secure bicycle parking for 5% of the tenant-occupied parking spaces being added, with a minimum of one space CGBCS 5.106.4.1.2.	

2016 CALGreen Non-Residential Mandatory Measures Checklist (Cont'd)	
Mandatory Feature or Measure	Required
Commissioning (N): For new buildings 10,000 square feet and over, building commissioning shall be included in the design and construction process of the building project to verify that the building systems and components meet the owner's or owner representative's project requirements. Commissioning shall be performed in accordance with the CGBCS 5.410.2 by trained personnel with experience on projects of comparable size and complexity. All commissioning shall comply with the California Energy Code as presented in Section 120.8. Commissioning Requirements shall include those items listed in the CGBCS Section 5.410.2. Owner's Project Requirements (OPR) (N): The expectations and requirements of the building appropriate to its phase shall be documented before the design phase of the project begins. The documentation shall include those items listed in the CGBCS Section 5.410.2.1. Basis of Design (BOD) (N): A written explanation of how the design of the building systems meets the OPR shall be completed at the design phase of the building project. The Basis of Design documentation shall include those items listed in the CGBCS Section 5.410.2.2. Commissioning plan (N): Prior to permit issuance a commissioning plan shall be completed to document how the project will be commissioned. The commissioning plan shall include those items listed in the CGBCS Section 5.410.2.3. Functional performance testing (N): Functional performance tests shall demonstrate the correct installation and operation of each component, system, and system-to-system interface in accordance with the approved plans and specifications. Functional performance testing reports shall contain information addressing each of the building components tested, the testing methods utilized, and include any readings and adjustments made. Documentation and Training: A systems manual and systems operations training are required, including Occupational Safety and Health Act requirements in the California Code of Regulations Title 8, Section 5142, and other related regulations. Systems manual (N): The Systems Manual, which includes documentation of the operational aspects of the building, shall be delivered to the building owner or representative and facilities operator. The systems manual shall include those items listed in the CGBCS Section 5.410.2.5.1. Systems operations training (N): A program for training of the appropriate maintenance staff for each equipment type and/or system shall be developed and documented in the commissioning report. The required documentation shall include those items listed in the CGBCS Section 5.410.2.5.2. Commissioning report (N): A report of commissioning process activities undertaken through the design and construction phases of the building project shall be completed and provided to the owner or representative. Testing and adjusting: Testing and adjusting of systems shall be required for new buildings less than 10,000 square feet or new systems to serve an addition or alteration subject to the CGBCS Section 303.1. Systems: Develop a written plan of procedures for testing and adjusting systems. Systems included for testing and adjusting shall be those as listed in the CGBCS Section 5.410.4.2. Procedures: Perform testing and adjusting procedures in accordance with manufacturer's specifications and applicable standards on each system CGBCS 5.410.4.3. HVAC balancing: Before a new space-conditioning system serving a building or space is operated for normal use, the system should be balanced in accordance with the procedures defined by one of the standards as listed in CGBCS Section 5.410.4.3.1. Reporting: After completion of testing, adjusting and balancing, provide a final report of testing signed by the individual responsible for performing these services. Operation and maintenance (O&M) manual. Provide the building owner with detailed operating and maintenance instructions and copies of warranties/guarantees for each system prior to final inspection. Inspections and reports. Include a copy of all inspection verifications and reports required by the enforcing agency.	

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Building Page 8 of 8 01/01/17

Designer Stamp: _____

Record Drawings

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Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: _____ Date: 04/26/19

Checked By: _____ Date: 04/26/19

Designed By: JEG Date: 04/26/19

Revisions					
Num.	Description	Engr. Appr.	Date		

Checklist/Green Building Page 6 of 8 01/01/17

CITY OF MILPITAS
ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

2016 CALGREEN NON-RESIDENTIAL MANDATORY MEASURES CHECKLIST

RECOMMENDED FOR BIDDING BY: _____ DATE: 5/1/19

WooJae Kim, P.E., CIP Manager

Checklist/Green Building Page 5 of 8 01/01/17

CITY OF MILPITAS
ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

2016 CALGREEN NON-RESIDENTIAL MANDATORY MEASURES CHECKLIST

RECOMMENDED FOR BIDDING BY: _____ DATE: 5/1/19

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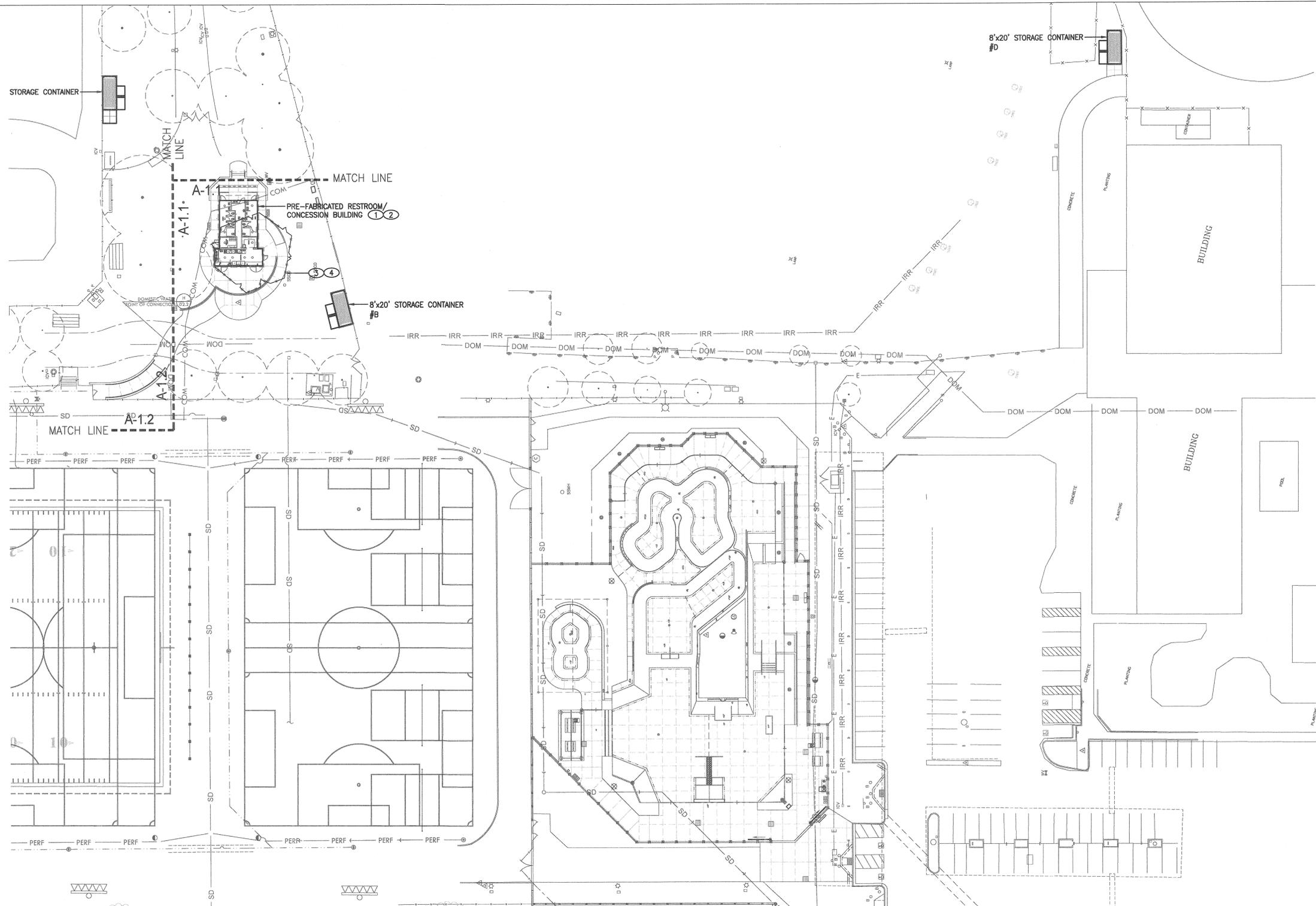
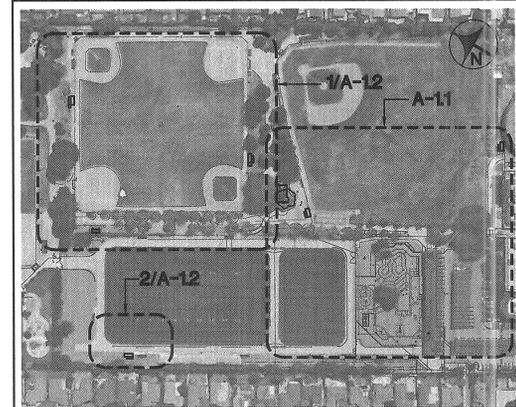
GENERAL SHEET NOTES

- A. ACCESSIBLE ROUTE AS INDICATED ON LANDSCAPING DRAWINGS IS A BARRIER-FREE ACCESS ROUTE WITHOUT ANY ABRUPT LEVEL CHANGES EXCEEDING 1/2" BEVELED AT 1:2 MAXIMUM SLOPE, OR VERTICAL LEVEL CHANGES NOT EXCEEDING 1/4" MAXIMUM, AND IS AT LEAST 48" WIDE. SURFACE IS SLIP-RESISTANT, STABLE, FIRM, AND SMOOTH. CROSS SLOPE DOES NOT EXCEED 2%, AND SLOPE IN THE DIRECTION OF TRAVEL IS LESS THAN 5% UNLESS OTHERWISE NOTED. ACCESSIBLE PATH OF TRAVEL SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM AND FROM OBJECTS PROTRUDING MORE THAN 4" FROM WALL BETWEEN 27" AND 80" AFF.
- B. SEE LANDSCAPE DRAWINGS FOR ACCESSIBLE PARKING, BICYCLE RACKS, ACCESSIBLE ROUTE, ENTRANCES, AND FIELD ACCESS LOCATION.
- C. REFER TO LANDSCAPE DRAWINGS FOR ACCESSIBLE ROUTE.
- D. PRUNE TREES PER CITY DIRECTION AS REQUIRED TO ALLOW FOR A FREE AND CLEAR PATH FOR TRANSPORTING AND SETTING THE STORAGE CONTAINERS AND MODULAR BUILDING COMPONENTS. ADDITIONALLY, THE CONTRACTOR IS TO PROVIDE VEHICLE AND EQUIPMENT "WALKER" PERSONNEL TO PROVIDE SAFE DELIVERY OF THESE COMPONENTS AND CONSTRUCTION FENCING TO CREATE BOUNDARIES TO ALLOW PUBLIC ACCESS TO THE FIELDS WHILE DELIVERY AND INSTALLATION IS TAKING PLACE.
- E. THE RESTROOM AND RESTROOM/CONCESSION BUILDING MAT SLABS BE UNDERLAIN BY THE SECTION RECOMMENDED IN SECTION E. SLABS-ON-GRADE OF GEOTECHNICAL REPORT: SLAB OVER 15 MIL VAPOR RETARDER, OVER SIX INCHES CLEAN 3/4 INCH CRUSHED ROCK, OVER SIX INCHES VIRGIN C2AB, OVER 12 INCHES PREPARED SUBGRADE, WITH BASEROCK AND SUBGRADE COMPACTED TO AT LEAST 90 PERCENT RELATIVE COMPACTION. MAT SLABS TO HAVE A THICKENED DOWNTURN EDGE OF AT LEAST SIX INCHES; THE DOWNTURNED EDGES MAY BE OMITTED IF THE SLAB IS DESIGNED AS SHOWN ON "TYPICAL FOUNDATION DETAIL SECTION A" AND "TYPICAL FOUNDATION DETAIL SECTION B", WHICH INDICATE THE USE OF A FLAT-BOTTOMED PRE-CAST SLAB WILL BE INSTALLED ABOVE CAST-IN-PLACE 18-INCH WIDE FOOTINGS. THE MAT SLAB FOUNDATION DESIGN PRESSURES NOTED ON THE "TYPICAL FOUNDATION PREPARATION NOTES" ARE ACCEPTABLE (1500 PSF BEARING CAPACITY, 208 PSF BUILDING SURCHARGE). THE TWO-INCH THICK SECTION OF LEVELLING SAND UNDERLYING THE EIGHT-INCH THICK SLAB SHOWN ON "TYPICAL FOUNDATION DETAIL SECTION A" AND "TYPICAL FOUNDATION DETAIL SECTION B" SHALL BE INSTALLED ABOVE THE RECOMMENDED VAPOR BARRIER. IF THE SAND IS TO BE USED, THE RECOMMENDED SIX-INCH THICK SECTION OF CLEAN 3/4 INCH CRUSHED ROCK MAY BE REDUCED TO FOUR INCHES.
- F. EXISTING RESTROOM TO BE FUNCTIONAL AND OPERATIONAL UNTIL SCHEDULE FOR DEMOLITION. COORDINATE DEMOLITION WITH DELIVERY OF NEW CONCESSION/RESTROOM MODULAR AND CITY OF MILPITAS PROJECT MANAGER.
- G. CONTRACTOR TO PROVIDE TEMPORARY RESTROOMS WHEN RESTROOMS ARE OFFLINE. PROVIDE SAME NUMBER OF UNITS AS CURRENT FIXTURE COUNT. LOCATION TO BE DETERMINED PER CITY OF MILPITAS PROJECT MANAGER.

REFERENCE SHEET NOTES

- ① PRE-FABRICATED CONCESSION BUILDING. SEE ENLARGED PLAN & ELEVATIONS ON SHEET A-4.1.
- ② POLYURETHANE SEALANT ALL AROUND CONC. PAD/SITE PAVING.
- ③ DEMO EXISTING RESTROOM/CONCESSION CMU BUILDING, FOUNDATION, SLAB, ETC AND PREP SUBGRADE PER GEOTECHNICAL REPORT FOR NEW MODULAR BUILDING.
- ④ CONTRACTOR TO FOLLOW CITY'S HAZMAT REPORT AND PROCEDURE FOR DEMOLITION OF HAZMAT ITEMS.

KEY MAP



1 PARTIAL SITE PLAN
SCALE: 1" = 30' - 0"

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Designer Stamp:

.....LAD Stamp Space

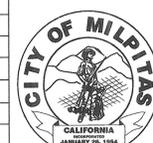
Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on _____ Res. No. _____

Drawn By: _____ Date: 04/26/19
Checked By: _____ Date: 04/26/19
Designed By: JEG Date: 04/26/19

Revisions

Num.	Description	Engr. Appr.	Date



CITY OF MILPITAS
ENGINEERING DIVISION
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

ARCHITECTURAL PARTIAL SITE PLAN
RECOMMENDED FOR BIDDING BY: _____ DATE: 5/1/19
WooJae Kim, P.E., CIP Manager

PROJECT NO.
5111, 3424 & 6133
DRAWING NO.
A-1.1
Rec. Dwg No.
2-###
SCALE:
AS NOTED
SHEET 72 OF 87
232

ALL IDEAS, DESIGN, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THE DRAWING ARE OWNED BY AND THE PROPERTY OF VERDE DESIGN, INC. AND WERE CREATED, DEVELOPED, AND REVISED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGN, ARRANGEMENTS, OR PLANS SHALL BE REPRODUCED, COPIED, REARRANGED, OR OTHERWISE USED IN ANY MANNER, IN WHOLE OR IN PART, OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION OF VERDE DESIGN, INC.

BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19

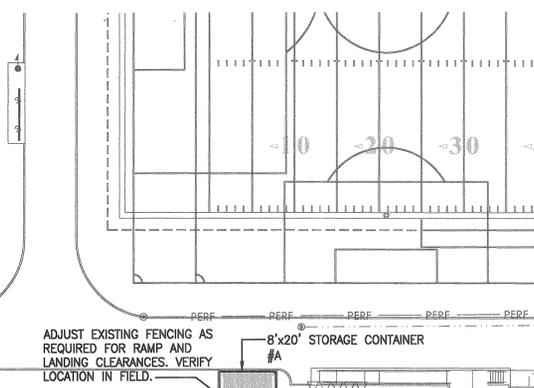
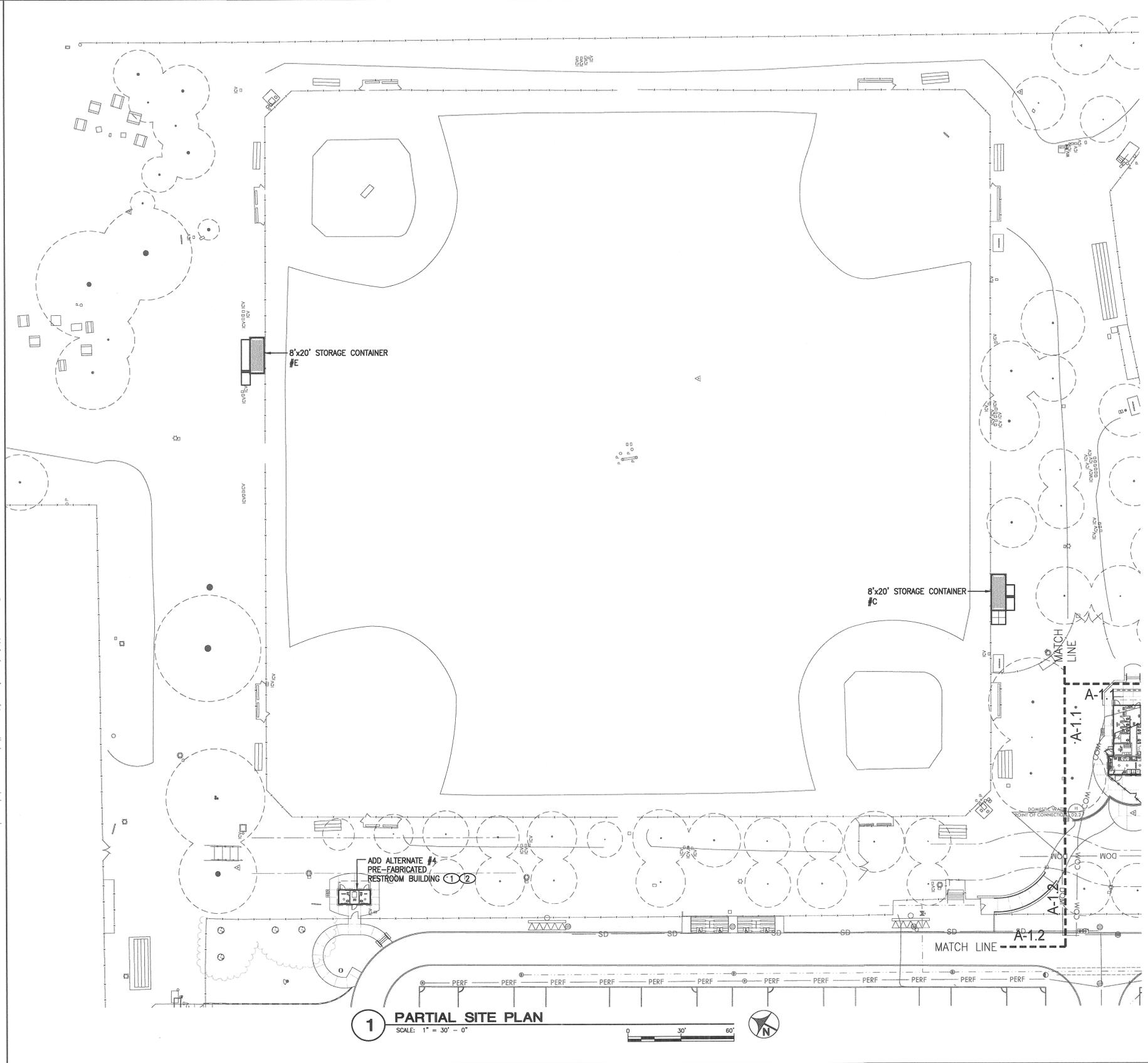
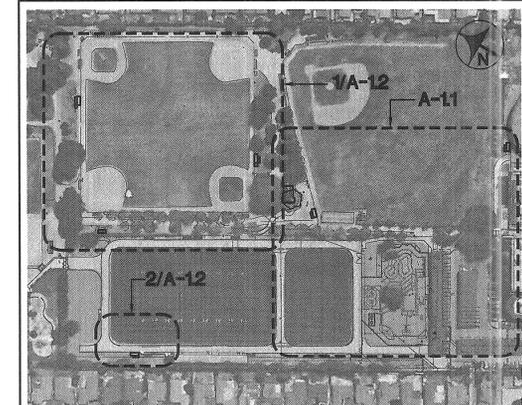
GENERAL SHEET NOTES

- A. ACCESSIBLE ROUTE AS INDICATED ON LANDSCAPING DRAWINGS IS A BARRIER-FREE ACCESS ROUTE WITHOUT ANY ABRUPT LEVEL CHANGES EXCEEDING 1/2" BEVELED AT 1:2 MAXIMUM SLOPE, OR VERTICAL LEVEL CHANGES NOT EXCEEDING 1/4" MAXIMUM, AND IS AT LEAST 48" WIDE. SURFACE IS SLIP-RESISTANT, STABLE, FIRM, AND SMOOTH. CROSS SLOPE DOES NOT EXCEED 2%, AND SLOPE IN THE DIRECTION OF TRAVEL IS LESS THAN 5% UNLESS OTHERWISE NOTED. ACCESSIBLE PATH OF TRAVEL SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM AND FROM OBJECTS PROTRUDING MORE THAN 4" FROM WALL BETWEEN 27" AND 80" AFF.
- B. SEE LANDSCAPE DRAWINGS FOR ACCESSIBLE PARKING, BICYCLE RACKS, ACCESSIBLE ROUTE, ENTRANCES, AND FIELD ACCESS LOCATION.
- C. REFER TO LANDSCAPE DRAWINGS FOR ACCESSIBLE ROUTE.
- D. PRUNE TREES PER CITY DIRECTION AS REQUIRED TO ALLOW FOR A FREE AND CLEAR PATH FOR TRANSPORTING AND SETTING THE STORAGE CONTAINERS AND MODULAR BUILDING COMPONENTS. ADDITIONALLY, THE CONTRACTOR IS TO PROVIDE VEHICLE AND EQUIPMENT "WALKER" PERSONNEL TO PROVIDE SAFE DELIVERY OF THESE COMPONENTS AND CONSTRUCTION FENCING TO CREATE BOUNDARIES TO ALLOW PUBLIC ACCESS TO THE FIELDS WHILE DELIVERY AND INSTALLATION IS TAKING PLACE.
- E. THE RESTROOM AND RESTROOM/CONCESSION BUILDING MAT SLABS BE UNDERLAIN BY THE SECTION RECOMMENDED IN SECTION E. SLABS-ON-GRADE OF GEOTECHNICAL REPORT: SLAB OVER 15 MIL VAPOR RETARDER, OVER SIX INCHES CLEAN 3/4 INCH CRUSHED ROCK, OVER SIX INCHES VIRGIN C2AB, OVER 12 INCHES PREPARED SUBGRADE, WITH BASEROCK AND SUBGRADE COMPACTED TO AT LEAST 90 PERCENT RELATIVE COMPACTION. MAT SLABS TO HAVE A THICKENED DOWNTURN EDGE OF AT LEAST SIX INCHES; THE DOWNTURN EDGES MAY BE OMITTED IF THE SLAB IS DESIGNED AS SHOWN ON "TYPICAL FOUNDATION DETAIL SECTION A" AND "TYPICAL FOUNDATION DETAIL SECTION B", WHICH INDICATE THE USE OF A FLAT-BOTTOMED PRE-CAST SLAB WILL BE INSTALLED ABOVE CAST-IN-PLACE 18-INCH WIDE FOOTINGS. THE MAT SLAB FOUNDATION DESIGN PRESSURES NOTED ON THE "TYPICAL FOUNDATION PREPARATION NOTES" ARE ACCEPTABLE (1500 PSF BEARING CAPACITY, 208 PSF BUILDING SURCHARGE). THE TWO-INCH THICK SECTION OF LEVELLING SAND UNDERLYING THE EIGHT-INCH THICK SLAB SHOWN ON "TYPICAL FOUNDATION DETAIL SECTION A" AND "TYPICAL FOUNDATION DETAIL SECTION B" SHALL BE INSTALLED ABOVE THE RECOMMENDED VAPOR BARRIER. IF THE SAND IS TO BE USED, THE RECOMMENDED SIX-INCH THICK SECTION OF CLEAN 3/4 INCH CRUSHED ROCK MAY BE REDUCED TO FOUR INCHES.
- F. EXISTING RESTROOM TO BE FUNCTIONAL AND OPERATIONAL UNTIL SCHEDULE FOR DEMOLITION. COORDINATE DEMOLITION WITH DELIVERY OF NEW CONCESSION/RESTROOM MODULAR AND CITY OF MILPITAS PROJECT MANAGER.
- G. CONTRACTOR TO PROVIDE TEMPORARY RESTROOMS WHEN RESTROOMS ARE OFFLINE. PROVIDE SAME NUMBER OF UNITS AS CURRENT FIXTURE COUNT. LOCATION TO BE DETERMINED PER CITY OF MILPITAS PROJECT MANAGER.

REFERENCE SHEET NOTES

- ① PRE-FABRICATED RESTROOM BUILDING. SEE ENLARGED PLAN & ELEVATIONS ON SHEET A-4.2.
- ② POLYURETHANE SEALANT ALL AROUND CONC. PAD/SITE PAVING.

KEY MAP



2 PARTIAL SITE PLAN
SCALE: 1" = 30' - 0"

1 PARTIAL SITE PLAN
SCALE: 1" = 30' - 0"

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Designer Stamp:
Public Works Inspector
Utility/Facility Dept. Head
Project Engineer
Public Improvements Initially Accepted by the City Council on

Record Drawings
Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: _____ Date: 04/26/19
Checked By: _____ Date: 04/26/19
Designed By: JEG Date: 04/26/19

Revisions				
Num.	Description	Engr. Appr.	Date	



CITY OF MILPITAS
ENGINEERING DIVISION
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133
ARCHITECTURAL PARTIAL SITE PLAN

RECOMMENDED FOR BIDDING BY: _____ DATE: 5/1/19
WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. A-12
Rec. DWG No. 2-####
SCALE: AS NOTED
SHEET 73 OF 233

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BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19

GENERAL SHEET NOTES

- A. FOR PRE-FABRICATED CONCESSION AND RESTROOM BUILDINGS FINISH FLOOR ELEVATIONS AND CONTROL POINT FOR LAYOUT SEE LANDSCAPE DRAWINGS FOR ELEVATIONS AND DIMENSIONS.
- B. ALL BUILDINGS FINISH FLOOR TO BE FLUSH WITH ADJACENT PAVING OR MAX 1/4 INCH ABOVE EXTERIOR FINISH FLOOR.
- C. PRE-FABRICATED CONCESSION AND RESTROOM BUILDINGS TO BE BY PUBLIC RESTROOM CO., OR APPROVED EQUAL.
- D. CONCESSION BUILDING TO HAVE GREASE INTERCEPTOR & GREASE TRAP TO COMPLY WITH COUNTY ENVIRONMENTAL COMPLIANCE REQUIREMENTS.
- E. THE PRE-FABRICATED CONCESSION AND RESTROOM BUILDINGS WILL BE A DEFERRED BUILDING PERMIT SUBMITTAL. THE MODULAR COMPANY AND/OR COMPANIES AWARDED TO PROVIDE TITLE 24, STRUCTURAL CALCULATIONS AND COMPLETE CONSTRUCTION DRAWING SET BY CALIFORNIA LICENSED ENGINEER/ARCHITECT WITH APPROVAL STAMPS BY CITY OF MILPITAS AND COUNTY OF SANTA CLARA HEALTH DEPT.
- F. SEE CONCESSION BUILDING ELEC. DRAWINGS FOR SPEAKER AND SECURITY SYSTEM COORDINATION. PROVIDE CONDUIT IN WALL/ CEILING AND J BOXES FOR LOW VOLTAGE DEVICES AND SPEAKERS.
- G. ALL PLUMBING AND ELECTRICAL PENETRATIONS TO BE FROM FLOOR. NO EXPOSED WALL PENETRATIONS PERMITTED.
- H. SEE ELECTRICAL AND PLUMBING DRAWINGS FOR COORDINATION WITH POWER, SIGNAL, OTHER DEVICES AND SYSTEMS.
- I. IN LIEU OF PRE FABRICATED OR MODULAR CONSTRUCTION, CONTRACTOR CAN PROVIDE DESIGN BUILD DRAWINGS AND CONSTRUCT ON SITE THE CONCESSION AND RESTROOM BUILDINGS. IF THIS METHOD IS SELECTED/IMPLEMENTED CONTRACTOR TO SUBMIT COMPLETE DESIGN BUILD DRAWINGS, DETAILS, TITLE 24 ENERGY COMPLIANCE, STRUCTURAL CALCULATIONS AND DRAWINGS STAMPED AND SIGNED BY CALIFORNIA LICENSED ARCHITECT AND/OR STRUCTURAL ENGINEER FOR CITY PERMITS AND COUNTY HEALTH APPROVAL WITH ASSOCIATED BUILDING PERMITS.
- J. CONTRACTOR TO REINSTALL AND OR PROVIDE KITCHEN APPLIANCES. SEE A-4.4 FOR SCHEDULE.
- K. SEE RE-1.1 FOR ELECTRICAL PANEL & TRANSFORMER RELOCATION.

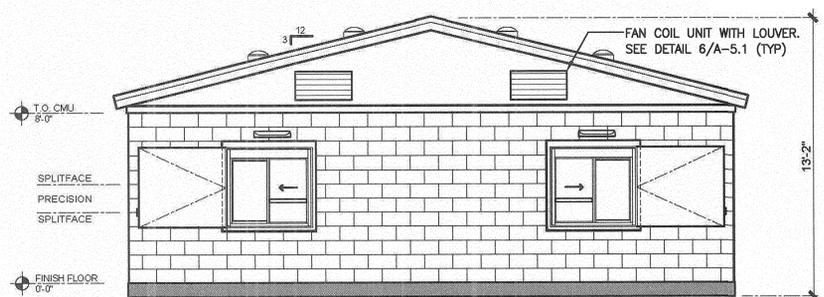
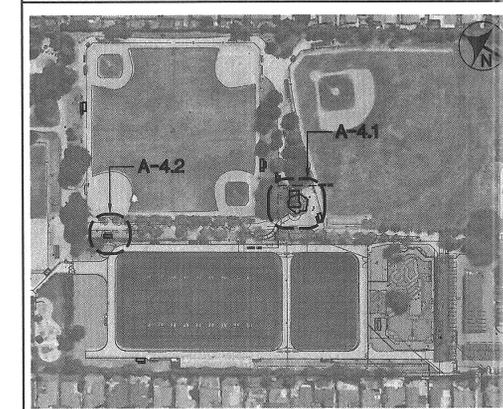
REFERENCE SHEET NOTES

- ① 24"x24" STAINLESS COUNTER WITH SST SHELF. ROLLING COUNTER TO HAVE WHEELS WITH BRAKE STOP.
- ② RELOCATE COUNTERTOP SODA MACHINE, 22"W x 35"H x 31"D.
- ③ RELOCATE ICE MACHINE, 30"W x 78"H x 30"D.
- ④ RELOCATE FREE STANDING ICEE SLURPEE MACHINE, 34"W x 69"H x 32"D.
- ⑤ LED LIGHT.
- ⑥ HVAC ABOVE WITH +40 HT ACCESSIBLE SWITCH PER COUNTY HEALTH.
- ⑦ 20 GPM, 40 LB GREASE INTERCEPTOR UNDER (3) COMPARTMENT SINK.
- ⑧ 2A10BC FIRE EXTINGUISHER AND CABINET.

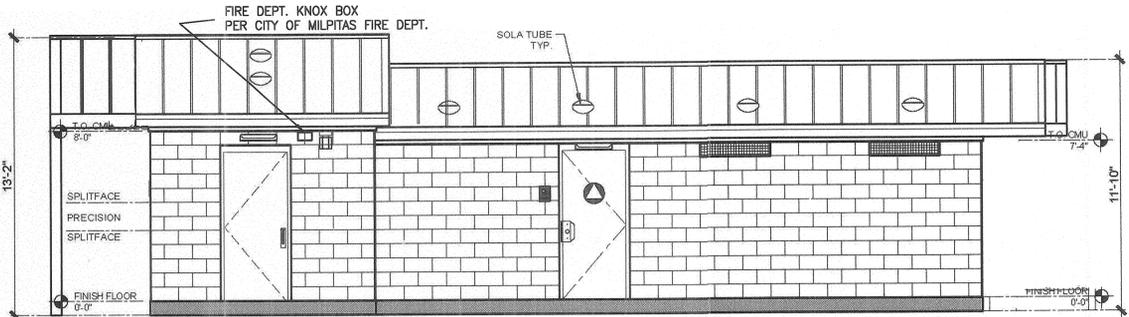
BUILDING COLOR SCHEDULE

BUILDING EXTERIOR: LIGHTER FRENCH GRAY	METAL ROOF: SOLAR WHITE
BUILDING INTERIOR: WHITE U.O.N.	ADA SIGNS: BLUE BACKGROUND WITH WHITE LETTERS
TRIM, ACCENT BAND & DOOR: HAWAIIAN BLUE (ALL AMERICAN SYSTEMS)	DRINKING FOUNTAIN: CHROME/STAINLESS
	LIGHT POLES/FIXTURES: BLACK

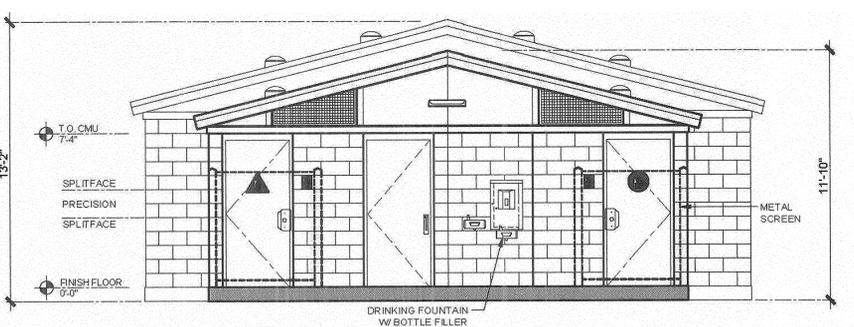
KEY MAP



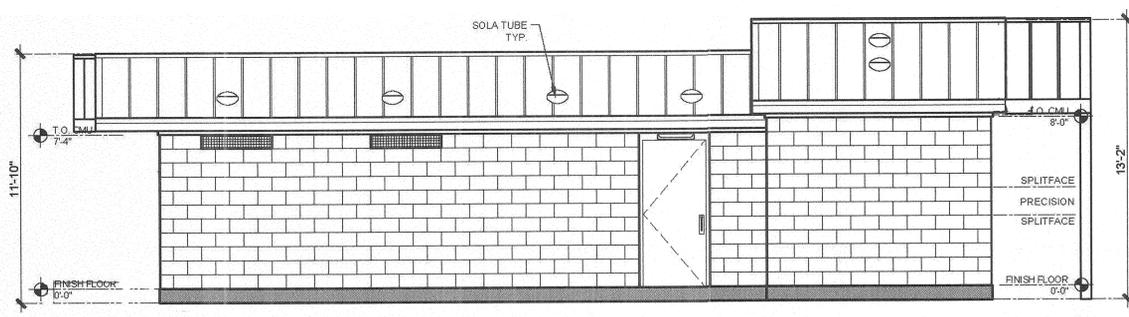
6 RESTROOM / CONCESSION NORTH ELEVATION
SCALE: 1/4" = 1' - 0"



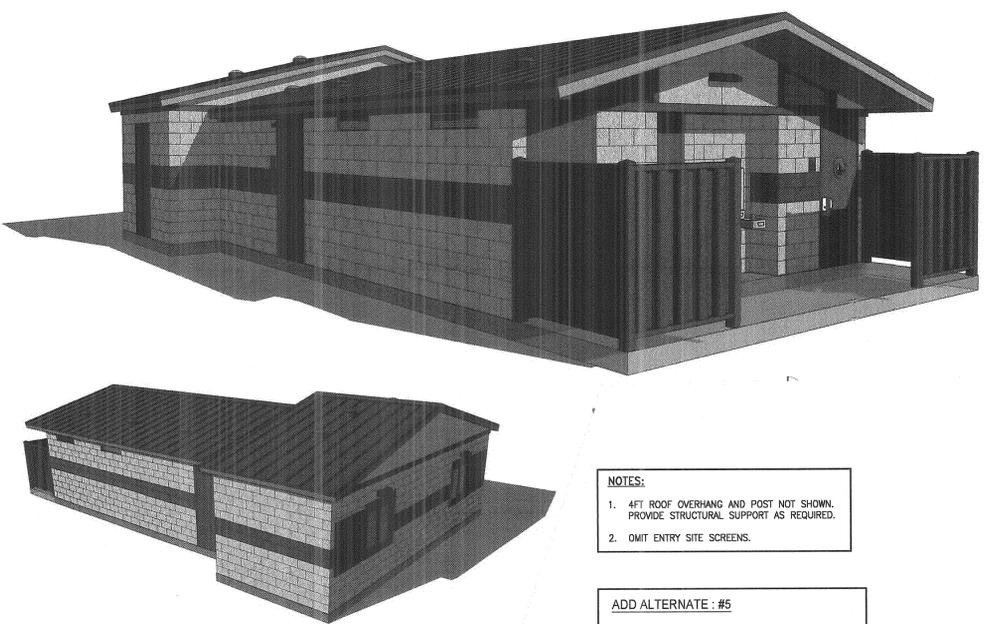
4 RESTROOM / CONCESSION WEST ELEVATION
SCALE: 1/4" = 1' - 0"



5 RESTROOM / CONCESSION SOUTH ELEVATION
SCALE: 1/4" = 1' - 0"



3 RESTROOM / CONCESSION EAST ELEVATION
SCALE: 1/4" = 1' - 0"



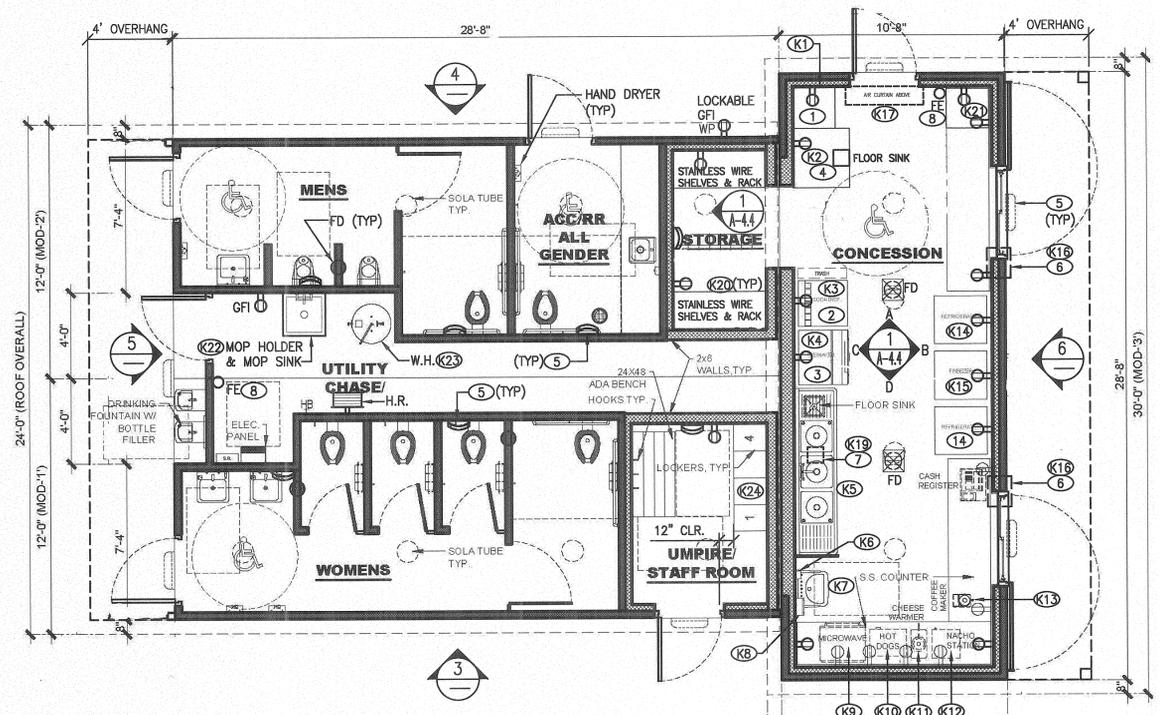
2 RESTROOM / CONCESSION BUILDING PERSPECTIVE VIEW
SCALE: N.T.S.

NOTES:

- 4FT ROOF OVERHANG AND POST NOT SHOWN. PROVIDE STRUCTURAL SUPPORT AS REQUIRED.
- OMIT ENTRY SITE SCREENS.

ADD ALTERNATE: #5

AT RESTROOM AND CONCESSION MODULARS, PROVIDE EXTERIOR CEMENT PLASTER FINISH (STUCCO).

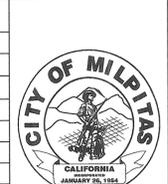


1 RESTROOM / CONCESSION FLOOR PLAN
SCALE: 1/4" = 1' - 0"

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Record Drawings	Revisions																																												
Designer: _____ Date: _____ Public Works Inspector: _____ Date: _____ Utility/Facility Dept. Head: _____ Date: _____ Project Engineer: _____ Date: _____ Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____	<table border="1"> <thead> <tr> <th>Num.</th> <th>Description</th> <th>Engr. Appr.</th> <th>Date</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> Drawn By: _____ Date: 04/26/19 Checked By: _____ Date: 04/26/19 Designed By: JEG Date: 04/26/19	Num.	Description	Engr. Appr.	Date																																								
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CITY OF MILPITAS
ENGINEERING DIVISION
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133
ARCHITECTURAL CONCESSION BUILDING

RECOMMENDED FOR BIDDING BY: _____ DATE: 5/1/19
WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. A-4.1
Rec. Dwg No. 2-###
SCALE AS NOTED
SHEET 74 OF 87

BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19

GENERAL SHEET NOTES

- A. FOR PRE-FABRICATED CONCESSION AND RESTROOM BUILDINGS FINISH FLOOR ELEVATIONS AND CONTROL POINT FOR LAYOUT SEE LANDSCAPE DRAWINGS FOR ELEVATIONS AND DIMENSIONS.
- B. ALL BUILDINGS FINISH FLOOR TO BE FLUSH WITH ADJACENT PAVING OR MAX 1/4 INCH ABOVE EXTERIOR FINISH FLOOR.
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- E. THE PRE-FABRICATED CONCESSION AND RESTROOM BUILDINGS WILL BE A DEFERRED BUILDING PERMIT SUBMITTAL. THE MODULAR COMPANY AND/OR COMPANIES AWARDED TO PROVIDE TITLE 24, STRUCTURAL CALCULATIONS AND COMPLETE CONSTRUCTION DRAWING SET BY CALIFORNIA LICENSE ENGINEER/ARCHITECT WITH APPROVAL STAMPS BY CITY OF MILPITAS AND COUNTY OF SANTA CLARA HEALTH DEPT.
- F. SEE CONCESSION BUILDING ELEC. DRAWINGS FOR SPEAKER AND SECURITY SYSTEM COORDINATION. PROVIDE CONDUIT IN WALL/ CEILING AND J BOXES FOR LOW VOLTAGE DEVICES AND SPEAKERS.
- G. ALL PLUMBING AND ELECTRICAL PENETRATIONS TO BE FROM FLOOR. NO EXPOSED WALL PENETRATIONS PERMITTED.
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- J. CONTRACTOR TO REINSTALL AND OR PROVIDE KITCHEN APPLIANCES. SEE A-4.4 FOR SCHEDULE.
- K. SEE RE-1.1 FOR ELECTRICAL PANEL & TRANSFORMER RELOCATION.

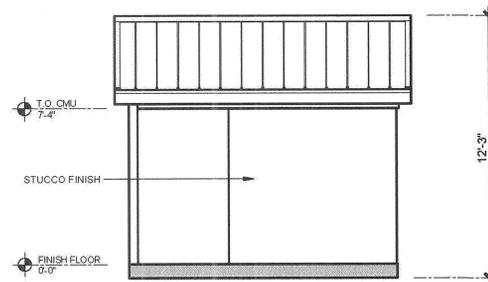
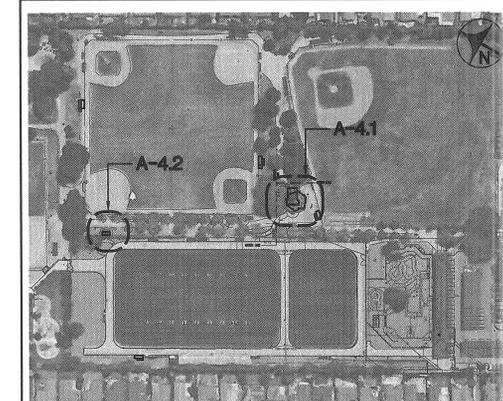
REFERENCE SHEET NOTES

- ① LED LIGHT.

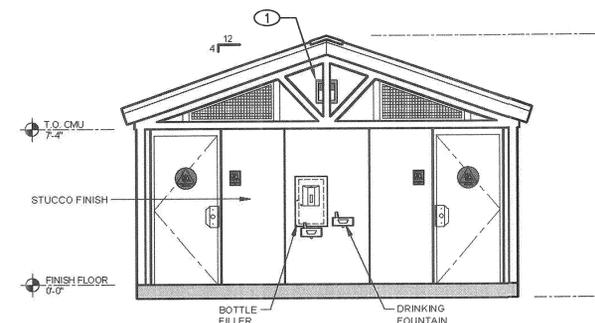
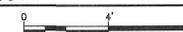
BUILDING COLOR SCHEDULE

BUILDING EXTERIOR: LIGHTER FRENCH GRAY	METAL ROOF: SOLAR WHITE
BUILDING INTERIOR: WHITE U.O.N.	ADA SIGNS: BLUE BACKGROUND WITH WHITE LETTERS
TRIM, ACCENT BAND & DOOR: HAWAIIAN BLUE (ALL AMERICAN SYSTEMS)	DRINKING FOUNTAIN: CHROME/STAINLESS
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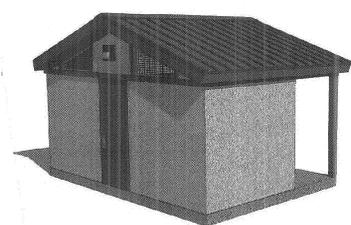
KEY MAP



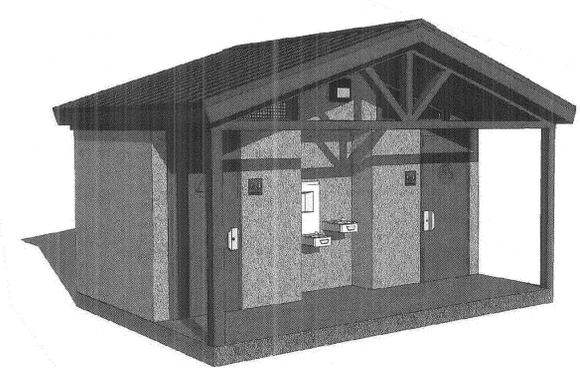
4 RESTROOM WEST ELEVATION
SCALE: 1/4" = 1' - 0"



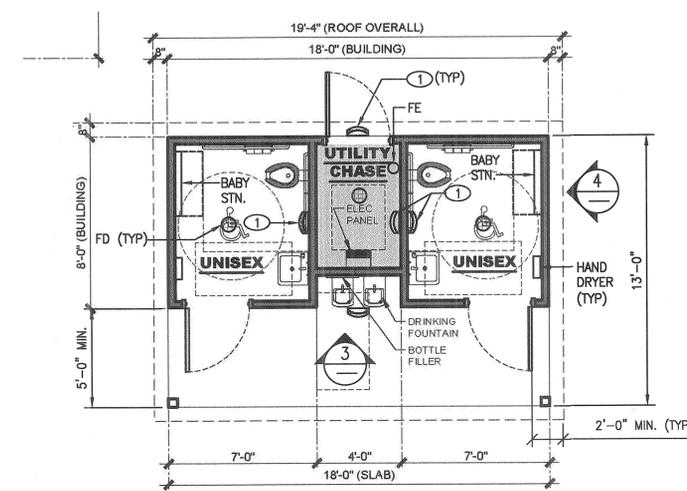
3 RESTROOM SOUTH ELEVATION
SCALE: 1/4" = 1' - 0"



NOTE:
4FT ROOF OVERHANG NOT SHOWN.



2 RESTROOM BUILDING PERSPECTIVE VIEW
SCALE: N.T.S.



NOTE:
1. PROVIDE SOLAR TUBES AT EACH RESTROOM.
2. PROVIDE POINT OF USE HOT WATER HEATER WITH TEMP. MIXING VALVE IN UTILITY CHASE.

ADD ALTERNATE #4

1 RESTROOM FLOOR PLAN
SCALE: 1/4" = 1' - 0"



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Record Drawings		Revisions	
Designer: _____ Date: _____	Drawn By: _____ Date: <u>04/26/19</u>	Num.	Description
Public Works Inspector: _____ Date: _____	Checked By: _____ Date: <u>04/26/19</u>		
Utility/Facility Dept. Head: _____ Date: _____	Designed By: <u>JEG</u> Date: <u>04/26/19</u>		
Project Engineer: _____ Date: _____			
Public Improvements Initially Accepted by the City Council on: _____ Rea. No. _____			



**CITY OF MILPITAS
ENGINEERING DIVISION**
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133
ARCHITECTURAL RESTROOM BUILDING

RECOMMENDED FOR BIDDING BY: *[Signature]* DATE: 5/1/19
WooJae Kim, P.E., CIP Manager

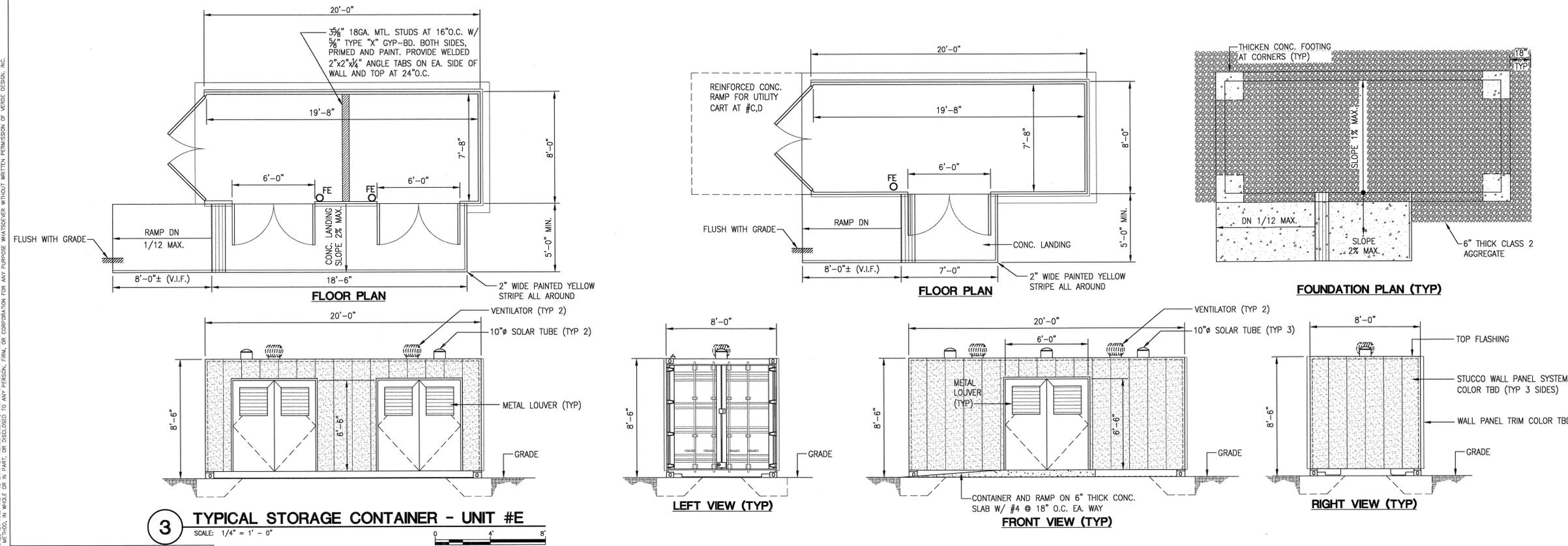
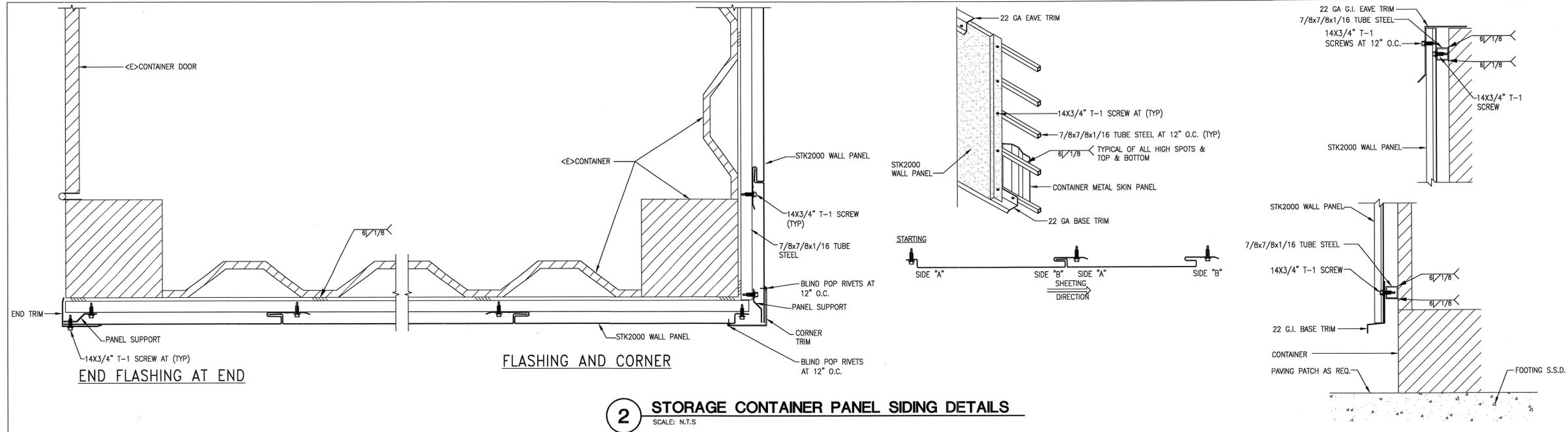
PROJECT NO. 5111, 3424 & 6133
DRAWING NO. A-4.2
Rec. Dwg No. 2-####
SCALE AS NOTED
SHEET 75 OF 87

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BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19

GENERAL SHEET NOTES

- A. PASSAGE DOOR NEEDS TO BE FLUSH WITH CONCRETE LANDING/RAMP.
- B. SEE 7/A-5.1 SCHEDULE AND RE-1.1 AND RE-1.2 ELECTRICAL DRAWINGS FOR STORAGE CONTAINERS TO HAVE ELECTRICAL POWER. NO LIGHTING REQUIRED PER CITY DIRECTION.
- C. STEEL CONTAINERS TO BE MADE OF 16-GAUGE CORTEN STEEL AND MEET ALL ISO STANDARDS OF CONSTRUCTION, C.S.C. CERTIFIED AND COMPLIED WITH THE REQUIREMENTS OF THE INTERNATIONAL CONVENTION FOR THE SAFE CONTAINERS. ALL EXPOSED WOOD USED FOR CONTAINER WILL BE TREATED TO COMPLY WITH THE REQUIREMENTS OF CARGO CONTAINERS-QUARANTINE ASPECTS AND PROCEDURES. THE CONTAINER WILL BE CONSTRUCTED TO BE CAPABLE OF BEING HANDLED WITHOUT ANY PERMANENT DEFORMATION LIFTING FULL OR EMPTY OR AT FORKLIFT POCKETS USING FORKLIFT TRUCK. ALL STEEL TO BE ANTI-CORROSIVE STEEL. DOOR HEADER TO HAVE STRUCTURAL STEEL SS41. DOORS TO HAVE EPDM GASKETS, DOOR HINGE PINS TO BE STAINLESS STEEL. THE FLOORS ARE TO BE MADE WITH PRESERVATIVE TREATMENT OF EITHER 1-1/8" MARINE PLYWOOD OR TONGUE-AND-GROOVE HARDWOOD FIXED TO THE BASE FRAMES BY ZINC PLATED SELF-TAPPING SCREWS SUPPORTED BY FOUR-INCH STEEL I-BEAMS TWELVE INCHES ON CENTER. UNDER MAXIMUM PAYLOAD, NO PART OF THE CONTAINER WILL PROTRUDE BELOW THE PLANE FORMED BY THE LOWER FACES OF THE BOTTOM CORNER FITTINGS AT THE TIME OF MAX DEFLECTION. 1.6 MM THICK DOORS TO HAVE TWO SETS OF GALVANIZED LOCKING ASSEMBLIES WITH PRESSED STEEL HANDLES WITH LOCKING BAR RETAINERS. ROOF PANELS TO HAVE 2.0 MM THICK DIE-STAMPED STEEL SHEETS HAVING ABOUT 6.0 MM UPWARD SMOOTH CAMBER, WHICH ARE WELDED TOGETHER TO FORM ONE PANEL AND CONTINUOUSLY WELDED TO THE TOP SIDE RAILS AND TOP END RAILS. ALL OVERLAPPED JOINTS OF INSIDE UNWELDED SEAMS ARE CAULKED WITH SEALANT. CONTAINERS TO BE TESTED FOR WEATHERPROOFNESS.
- D. CONTAINERS TO BE PAINTED: INTERIORS - EPOXY ZINC RICH PRIMER WITH EPOXY HIGH BUILD COATING. EXTERIORS-EPOXY ZINC RICH PRIMER AND EPOXY PRIMER WITH ACRYLIC TOP COATING.
- E. SEE STORAGE CONTAINER SCHEDULE 7/A-5.1.
- F. PROVIDE MIN. (3) 120V 20AMP GFI RECEPTACLES AT (2) OF THE STORAGE CONTAINERS, UNIT C AND D AS NOTED ON ELECTRICAL SCHEDULE. SEE DRAWING RE-1.1 AND RE-1.2
- G. PROVIDE 6 INCH THICK REINFORCED CONC. RAMP AT ENDS OF TWO (2) STORAGE CONTAINER LOCATIONS FOR ELECTRIC CART STORAGE AND CHARGING AS SHOWN ON SITE PLAN AND CIVIL DRAWINGS. V.I.F.
- H. SEE SHEET A-5.1 FOR CONTAINER FOUNDATION DETAILS.
- I. REFER TO SITE PLAN IN CIVIL DRAWINGS FOR CONTAINER LOCATIONS.
- J. PASSAGE DOOR HARDWARE:
 3070x1 1/2" 14GA. MTL. DOOR AND FRAME WITH 24" SQ. LOUVER AT TOP
 ROTON 780-224 HINGE
 SCHLAGE B660P DEADBOLT
 IVES PULL PLATE 8303-8
 IVES PUSH PLATE 8200-8
 COORDINATOR AND ASTRAGAL FOR DOUBLE DOORS
 LCN 1461 CUSH DOOR CLOSURE
 IVES B400, 10" HIGH STAINLESS STEEL KICKPLATE
 IVES EXTENDED SURFACE BOLTS FOR DOUBLE DOORS
 LOCK GUARDS LG10
 PEMKO DOOR BOTTOM 216V



3 TYPICAL STORAGE CONTAINER - UNIT #E
 SCALE: 1/4" = 1' - 0"

1 TYPICAL STORAGE CONTAINER - UNIT #A,B,C,D
 SCALE: 1/4" = 1' - 0"

NOTE:
 MIRROR CONTAINER FOR UNIT #D SEE RE-1.2

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Record Drawings		Revisions	
Designer: _____	Date: _____	Num.	Description
Public Works Inspector: _____	Date: _____	Engr. Appr.	Date
Utility/Facility Dept. Head: _____	Date: _____		
Project Engineer: _____	Date: _____		
Public Improvements Initially Accepted by the City Council on _____	Res. No. _____		

Revisions	
Num.	Description
Engr. Appr.	Date



CITY OF MILPITAS
 ENGINEERING DIVISION
 MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133
 ARCHITECTURAL STORAGE CONTAINER

RECOMMENDED FOR BIDDING BY: *[Signature]* DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. A-4.3
Rec. Dwg No. 2-###
SCALE AS NOTED
SHEET 76 OF 87 236

CONCESSION/ FOOD STORAGE/ OFFICE EQUIPMENT

EQUIPMENT FIXTURES

ITEM #	ITEM	QTY.		DESCRIPTION	MANUFACTURER	MODEL #	NEW OR RELOCATED
K1	UTILITY CART	1	CONCESSION	UTILITY CART 20"W X 30"L X 35 3/4"H	LAKESIDE	222	NEW
K2	SLURPEE MACHINE	1	CONCESSION	SLURPEE MACHINE & CART 34"W X 69"H X 32"D NOTE: PROVIDE 1/2" WATERLINE AND 1/2" DRAIN	ICEE	-	RELOCATE
K3	SODA DISPENSER	1	CONCESSION	RELOCATE-SODA DISPENSER 22" X 35" X 31" NEW-SODA STAND CORNELIUS SST #3472 22" X 29" X 30"	CORNELIUS	DF150	RELOCATE/NEW
K4	ICE MACHINE	1	CONCESSION	ICE MACHINE WITH BIN 30" X 78" X 30"	SCOTSMAN	CME 500	NEW
K5	SINK	1	CONCESSION	3 COMPARTMENT SINK W/ DRAIN BOARDS W/ CHICAGO FAUCET 445-DF18E35ABCP	LAMBERTSON	QL-3-LIN-18-2D18	NEW
K6	SOAP DISPENSER	1	CONCESSION	SURFACE MOUNTED 4 3/8" X 8 5/8" X 2 3/4"	BOBRICK	B-2111	NEW
K7	HAND SINK LAVATORY	1	CONCESSION	W/ A5 FAUCET 7545.170	KOHLER	K2005	NEW
K8	PAPER TOWEL DISPENSER	1	CONCESSION	10 3/8" X 14 5/8" X 3 5/8"	BORBICK	B-262	NEW
K9	MICROWAVE	1	CONCESSION	MICROWAVE 1000W, 20-1/2"X12-1/8"X16", 120 V	SHARP	R-21LCFS	NEW
K10	HOT DOG	1	CONCESSION	RELOCATE HOT DOG MACHINE	-	-	RELOCATE
K11	CHEESE WARMER	1	CONCESSION	CHEESE WARMER 9-7/16"X20-7/16"X26-13/16" 120 V	STAR	HPDE1	NEW
K12	NACHO STATION	1	CONCESSION	NACHO STATION 23"X12"X15" 120V	STAR	12NCPW	NEW
K13	COFFEE MAKER	1	CONCESSION	RELOCATE COFFEE MAKER	-	-	RELOCATE
K14	REFRIGERATOR	2	CONCESSION	W/ SST TRAY SLIDES & ADDITIONAL WIRE SHELVES	TRAULSEN	RHT132DUT-FHS	NEW
K15	FREEZER	1	CONCESSION	W/ SST TRAY SLIDES & ADDITIONAL WIRE SHELVES	TRAULSEN	RLT132DUT-FHS	NEW
K16	HVAC	1	CONCESSION	42"W X 16"H X 7 3/4"D	FRIEDRICH	PTAC PHH15K55G	NEW
K17	AIR CURTAIN	1	CONCESSION	AIR CURTAIN	BERNER	SLC071042A	NEW
K20	WIRE SHELVES	2	STORAGE	48" X 24" X 74" STAINLESS	METRO	55557C	NEW
K21	HOT FOOD MERCHADISER	1	CONCESSION	FOOD WARMER 18 1/2" X 18 1/2" X 33 1/2"	NEMCO	6454	NEW

EQUIPMENT FIXTURES-- (RELOCATED)

K24	LOCKERS	4	UMPIRE STAFF	(2) 12" WIDE X 12" DEEP X 12" HIGH X (72" HIGH) (2) 12" WIDE X 12" DEEP X 42" HIGH X (72" HIGH)	BRADLEY	LENOXLOCKER	NEW
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PUMBING FIXTURES-- (BY CONTRACTOR)

K18	FLOOR SINK	1	CONCESSION	12" X 12"	WATTS	FS-753-P-128	NEW
K19	GREASE INTERCEPTOR	1	CONCESSION	W/ QUARRY TILE COVER, 20GPM, 40LBS	SMITH	8220	NEW
K22	MOP SINK	1	UTILITY	24" X 24" X 10" W/ A.S. 8344.212.004	MUSTEE	63M	NEW
K23	WATER HEATER	1	UTILITY	50 GAL	A.O. SMITH	DRE5212	NEW

CONCESSION/ FOOD STORAGE/ OFFICE EQUIPMENT NOTES:

1. ALL CONCESSION EQPT. TO BE NSF CERTIFIED AND LABEL.

FINISH SCHEDULE

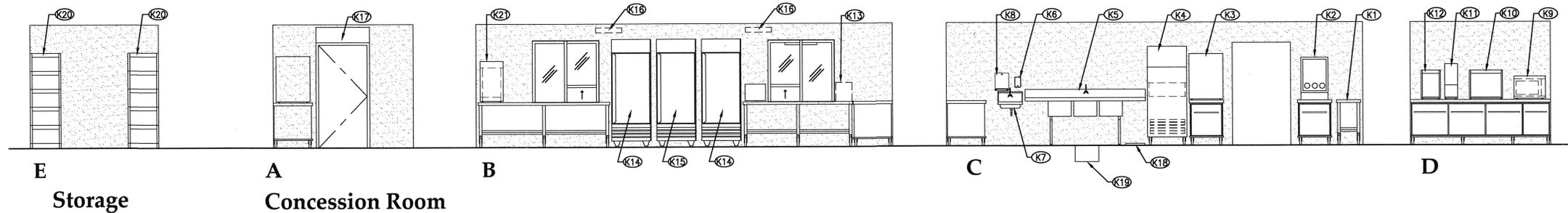
ROOM NAME	FLOOR	BASE	WALLS				CEILING		REMARKS
			NORTH	EAST	SOUTH	WEST	MATL	HEIGHT	
WOMEN'S RESTROOM	EPOXY	COVERED EPOXY	CMU/PTD-1 PTD-3	CMU/PTD-1 PTD-3	CMU/PTD-1 PTD-3	CMU/PTD-1 PTD-3	PVC	VARIES	
UTILITY/PLUMBING CHASE	EPOXY	COVERED EPOXY	CMU/PTD-1	CMU/PTD-1	CMU/PTD-1	CMU/PTD-1	PVC	VARIES	FRP WALL PANEL AROUND MOP SINK EXTEND 3' MIN. ON ALL SIDES
MEN'S RESTROOM	EPOXY	COVERED EPOXY	CMU/PTD-1 PTD-3	CMU/PTD-1 PTD-3	CMU/PTD-1 PTD-3	CMU/PTD-1 PTD-3	PVC	VARIES	
UMPIRE STAFF ROOM	SEAL	RB	PVC	PVC	PVC	PVC	PVC	VARIES	
GEN. NEUTRAL RESTROOM	EPOXY	COVERED EPOXY	CMU/PTD-1 PTD-3	CMU/PTD-1 PTD-3	CMU/PTD-1 PTD-3	CMU/PTD-1 PTD-3	PVC	VARIES	
CONCESSION	EPOXY	COVERED EPOXY	PVC	PVC	PVC	PVC	PVC	VARIES	
FOOD STORAGE	EPOXY	COVERED EPOXY	PVC	PVC	PVC	PVC	PVC	VARIES	

FINISH SCHEDULE LEGEND

ABBREVIATION	MATERIAL	SIZE	STYLE
ACT-1	CEILING TILE-WATERPROOF, FINISH: SMOOTH, NO TEXTURE	24"X48"	ARMSTRONG, CLEAN ROOM FL OR EQUAL 1/16" and 1-1/2" TEE SYSTEM
ACT-2	ACOUSTICAL CEILING TILE	24"X48"	ARMSTRONG, CORTEGA OR EQUAL SS PRELUDE PLUS XL 1/16" TEE SYSTEM
COVERED	EPOXY COVERED BASE WITH 1/8" MIN. RADIUS (MIN. 4" HIGH 3/8" RADIUS COVE BASE)	-	-
EXP	EXPOSED TO STRUCTURE	-	-
FRP	FIBERGLASS REINFORCED PANEL	-	-
GYP	GYPSUM BOARD	-	-
PLY	3/4" ACX PLY-WOOD	-	-
PTD-1	INTERIOR PAINT FINISH: SMOOTH, NO TEXTURE	-	ENAMEL OFF WHITE PAINT
PTD-2	INTERIOR PAINT FINISH: SMOOTH, NO TEXTURE (10% ACCENT WALL IN CONCESSION BUILDING)	-	ENAMEL PAINT
PTD-3	ANTI GRAFFITI SEALER	-	WASHABLE AND CLEAR
PVC	PVC PANEL BOARDS	-	WASHABLE AND SMOOTH FINISH
RB	RESILIENT BASE (COVE @ CONC., STRAIGHT @ CPT)	4" TALL	-
SEAL	SEALED CONCRETE FLOOR	-	-
TL-1	NON-POROUS QUARRY FLOOR TILE	6"X6"	-
VCT-1	VINYL TILE (80% FIELD)	12"X12"	-
PLAM-01	CABINETS, UPPER AND LOWER PIONITE AV991-H, GEM ON THE HILL (FOLKSTONE GRAY FOR INTERIOR OF CABINETS)	-	CORE OF CABINETRY TO BE 3/4" THICK ACX PLYWOOD

FINISH MATERIAL NOTES:

- CEILING FINISHES TO HAVE A FLAME SPREAD OF 0-25, AND A SMOKE DENSITY LESS THAN 450. WALL FINISHES TO HAVE A FLAME SPREAD RATING OF CLASS II 16-200, AND A SMOKE DENSITY LESS THAN 450. FLOOR FINISHES TO HAVE A SMOKE DENSITY LESS THAN 450.
- SMOOTH, DURABLE, EASILY CLEANABLE AND NON-ABSORBANT WALL AND CEILING FINISHES SHALL BE PROVIDED IN THE JANITOR ROOM, MEN, WOMEN, AND GEN. NEUTRAL RESTROOM, STORAGE ROOM AND CONCESSION. TYP.)
- LIGHT FIXTURES SHALL BE SHATTER RESISTANT, MINIMUM 20 FT-CANDLES AT CONCESSION; 10 FT-CANDLES IN FOOD STORAGE; SOFT-CANDLES WHERE EMPLOYEE SAFETY IS A FACTOR.
- PTD-1,2,3 DESIGNATED LOCATIONS TO BE DETERMINE IN THE FIELD, CONTACT ARCHITECT FOR FINAL LOCATIONS.
- INTERIOR PAINT TO BE OFF WHITE COLOR, AND TWO ACCENT COLOR PAINTS AT DESIGNATED LOCATIONS
- PER COUNTY HEAVY EPOXY FLOORING TO BE AS NOTED IN SPECIFICATIONS SHEET A-02



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Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by
the City Council on _____ Res. No. _____

Drawn By: _____ Date: 04/26/19
Checked By: _____ Date: 04/26/19
Designed By: JEG Date: 04/26/19

Revisions

Num.	Description	Engr. Appr.	Date



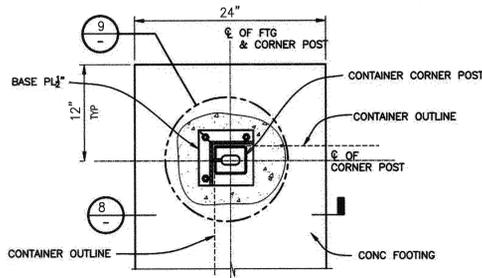
CITY OF MILPITAS
ENGINEERING DIVISION
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

CONCESSION ELEVATIONS AND SCHEDULES

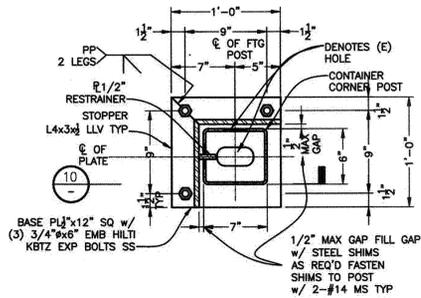
RECOMMENDED FOR BIDDING BY: _____ DATE: 5/1/19
WooJae Kim, P.E., CIP Manager

PROJECT NO.
5111, 3424 & 6133
DRAWING NO.
A-4.4
Rec. Dwg No.
2-###
SCALE:
AS NOTED

SHEET 77 OF 87
237



11 CONTAINER FOOTING
SCALE: N.T.S.



9 DETAIL - PLAN
SCALE: N.T.S.



Unit Dimensions
Height: 16"
Width: 42"
Depth: 13 3/4"

Additional Performance Specs
Front Cover Height: 16"
Front Cover Width: 42"
Front Cover Depth: 7 3/4"
Cut-Out Height: 16 1/4"
Cut-Out Width: 42 1/4"
Dimensions With Package: 21 1/2"
Net Weight: n/a
Shipping Weight: n/a

Detailed Electrical Information
Voltage: 230/208
Volt Range: 253-187
Cooling Amps: 4.9/5.1
Cooling Watts: 1015/1000
Reverse Heating Amps: 4.2/4.7
Reverse Heating Watts: 910/895
Compressor LRA: 21.5
Compressor RLA: 4.7
Outdoor Fan Motor: HP
Plug Face (NEMA #):
Power Cord Length:

Additional Performance Specs
Air Circulation: 300 CFM
COP: n/a
Moisture Removal: 2.7 pints per hour
Moisture Removal: 2.7 pints per hour
Indoor CFM High: 400
Indoor CFM Low: 390
Sensible Heat Ratio: 0.75
Vent CFM:
R-410A Charge: oz

6 AIR CONDITION UNIT DETAIL
SCALE: N.T.S.

275 & 131 RESTRICTION PANEL

The restriction panel can be used on windows already installed in the field to restrict the service opening for health code or security requirements.

PRODUCT DESCRIPTIONS

Convenient Pass-thru Area

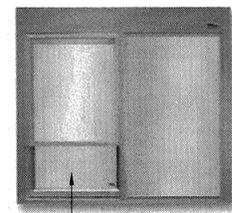
- See drawings

Standard Options

- The restriction panel is available in statutory bronze or clear anodized aluminum.

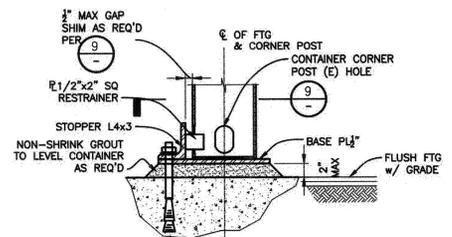
Custom Options

- Custom sizes, tinted glass and Powder coat paint are available.

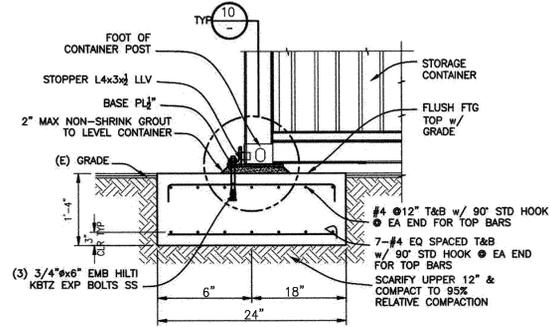


MAX. 216 SQ. IN. SELF CLOSING WINDOW

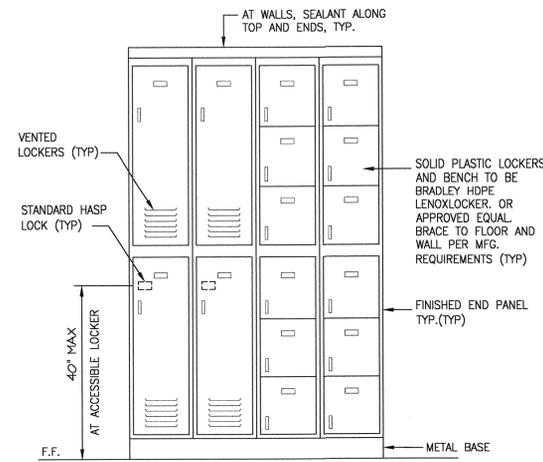
3 WINDOW AT COUNTER
SCALE: N.T.S.



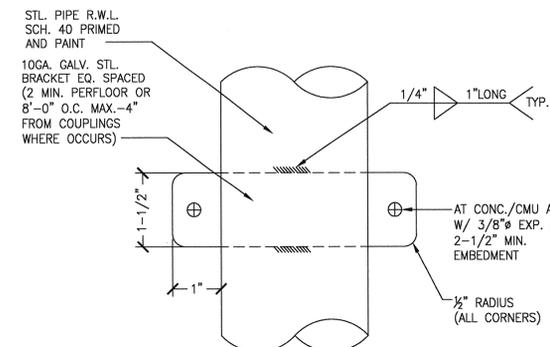
10 CONTAINER ANCHORAGE
SCALE: N.T.S.



8 CONTAINER FOOTING
SCALE: N.T.S.



5 LOCKER ELEVATION
SCALE: N.T.S.

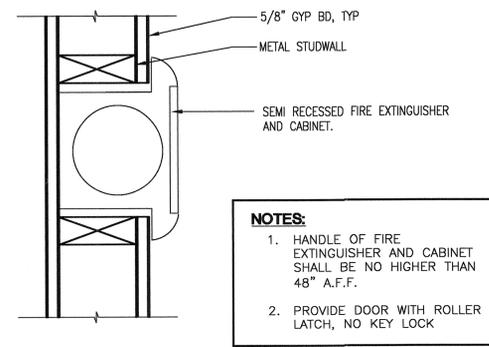


2 RAINWATER LEADER ELEVATION
SCALE: N.T.S.

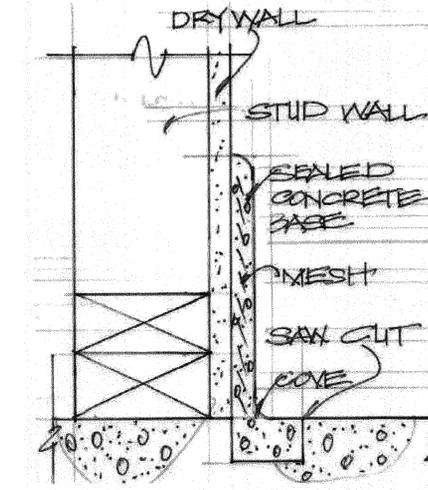
New 8 ft X 20 ft Storage Containers at MSC

Container Designation Per sheet	Field	User	Doors	Colors	Electrical needed?	Comments
A	West side of Football/Soccer Field	Knights Football	Double doors on long side	Kelly Green/Golden yellow	no	Locate to the north of home bleachers at football field
B	Northwest side of Sr. Field	PAL Soccer	Double doors on long side	Black, red, gold	no	
C	Between Sr. & Major/Minor	Little League	Double doors on long side	Navy blue with grey accent	yes	Electrical needs to be adequate to charge golf cart.
D	East side of gate to water tank east of Main Sports Center Bldg.	Public Works & Recreation	Double Doors on long side	Blue with Gold accent	yes	Electrical needs to be adequate to charge golf cart.
E	North side of Major/Minor Field	YSL & Rugby	2 doors - see comments	Navy blue	no	Groups to share one container. Provide options for divider in center and 2 separate doors.

7 STORAGE CONTAINER SPEC TABLE
SCALE: N.T.S.



4 FIRE EXTINGUISHER CABINET
SCALE: N.T.S.



1 SEALED FLOOR BASE AT WALL
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Record Drawings

Designer: _____ Date: _____
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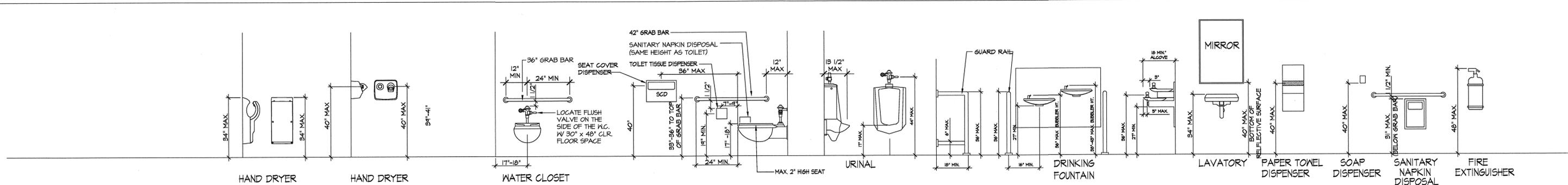
Num.	Description	Engr. Appr.	Date



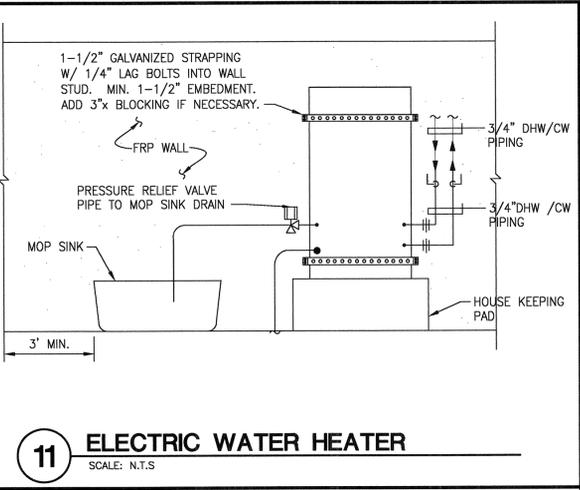
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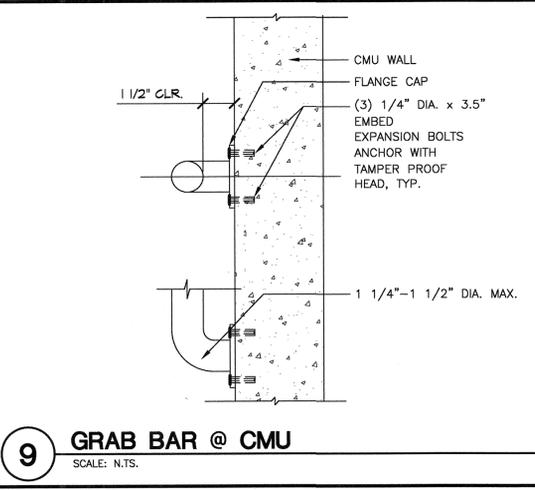
PROJECT NO. 5111, 3424 & 6133
DRAWING NO. A-5.1
Rec. Dwg No. 2-###
SCALE: AS NOTED
SHEET 78 OF 87
238



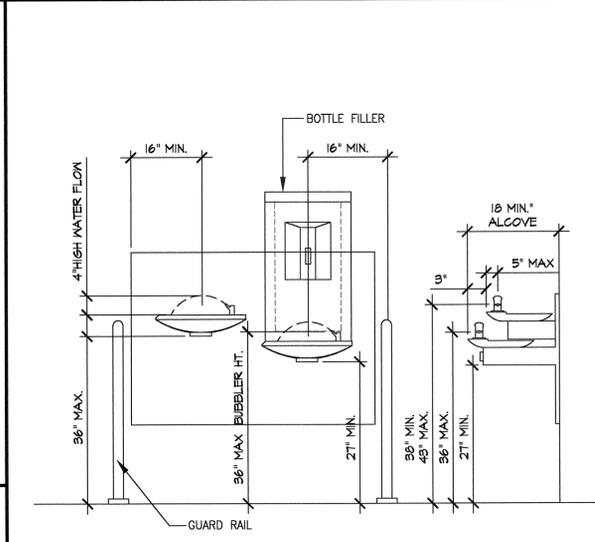
5 TYPICAL ACCESSIBLE FIXTURE MOUNTING HEIGHT AND DIMENSIONS
SCALE: N.T.S.



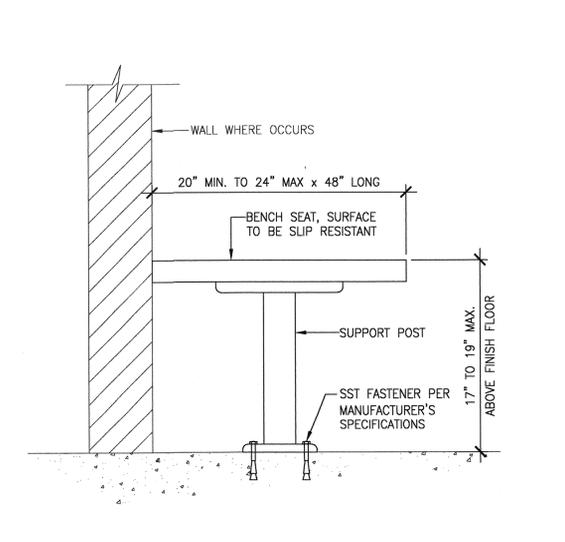
11 ELECTRIC WATER HEATER
SCALE: N.T.S.



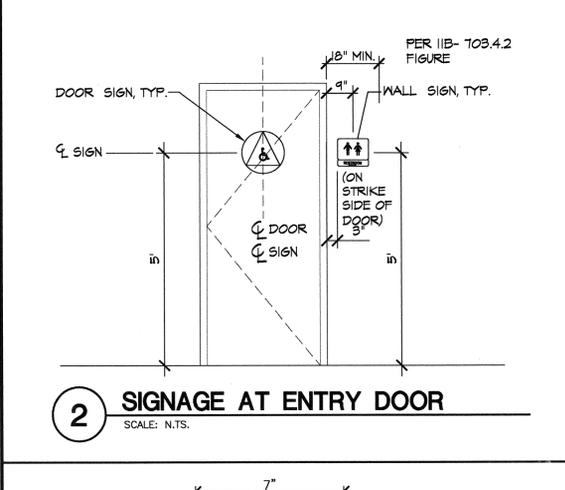
9 GRAB BAR @ CMU
SCALE: N.T.S.



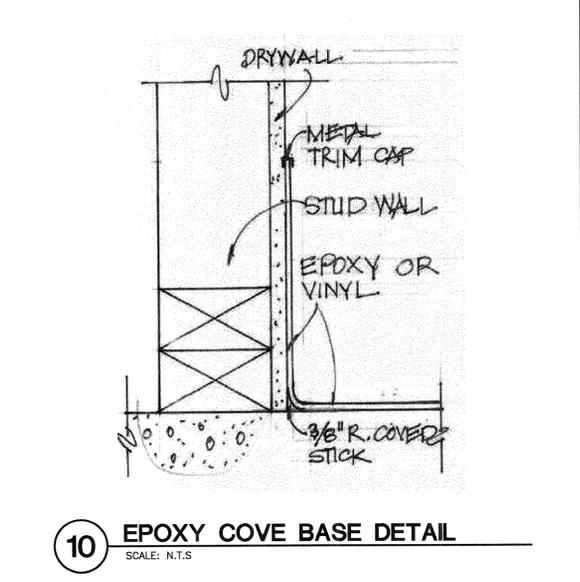
7 DRINKING FOUNTAIN DIM.
SCALE: N.T.S.



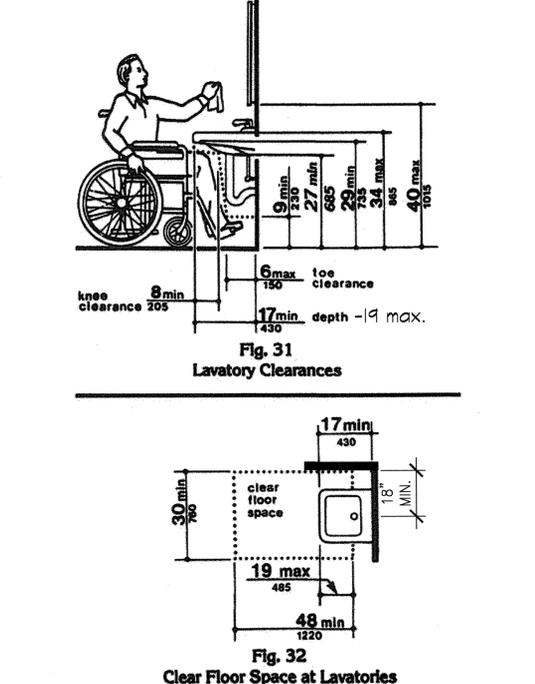
4 ADA ACCESSIBLE BENCH SEAT
SCALE: N.T.S.



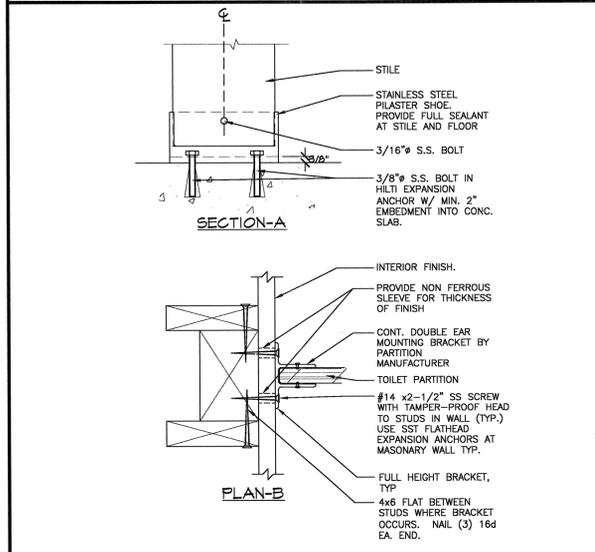
2 SIGNAGE AT ENTRY DOOR
SCALE: N.T.S.



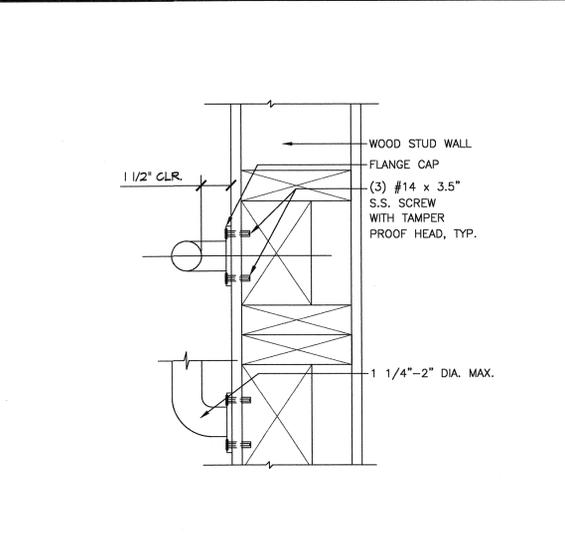
10 EPOXY COVE BASE DETAIL
SCALE: N.T.S.



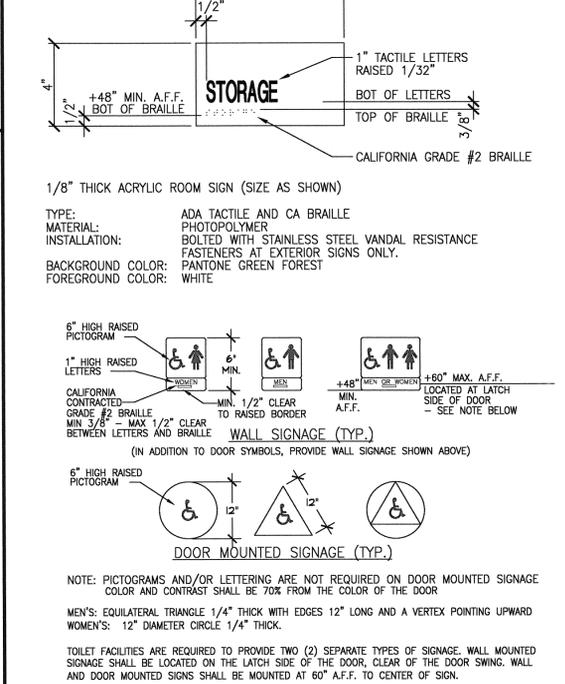
8 LAVATORY CLEARANCE
SCALE: N.T.S.



6 TOILET AND URINAL PARTITION
SCALE: N.T.S.



3 GRAB BAR @ STUD WALL
SCALE: N.T.S.



1 RESTROOM SIGNAGE DETAILS
SCALE: N.T.S.

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Designer Stamp

Record Drawings	
Designer: _____	Date: _____
Public Works Inspector: _____	Date: _____
Utility/Facility Dept. Head: _____	Date: _____
Project Engineer: _____	Date: _____
Public Improvements Initially Accepted by the City Council on _____ Res. No. _____	

Revisions	
Num.	Description

Num.	Description	Engr. Aprv.	Date



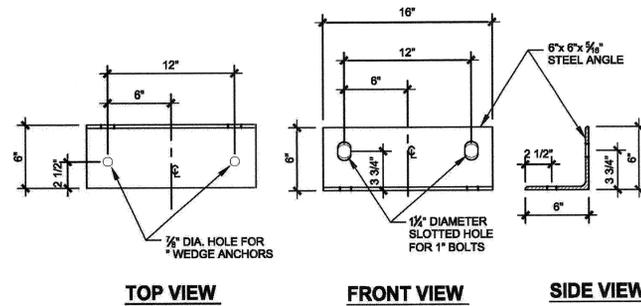
CITY OF MILPITAS
ENGINEERING DIVISION
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133
ARCHITECTURAL DETAILS

RECOMMENDED FOR BIDDING BY: *WJK* DATE: 5/1/19
Woolae Kim, P.E., CIP Manager

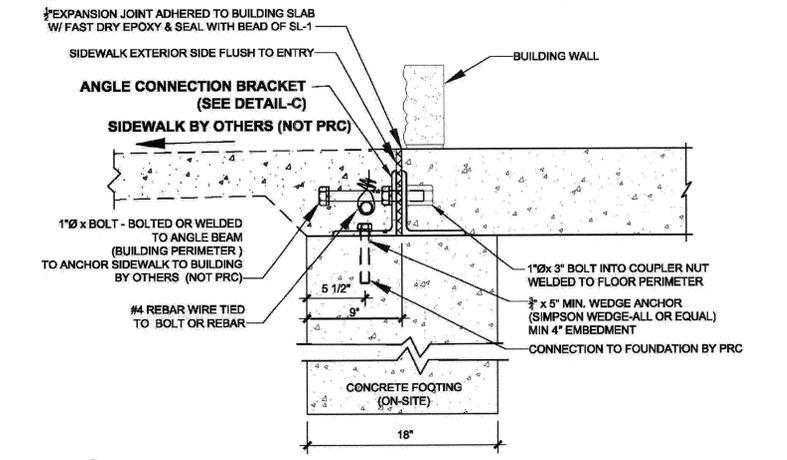
PROJECT NO. 5111, 3424 & 6133	DRAWING NO. A-52
REC. DWG NO. 2-####	SCALE AS NOTED
SHEET 79 OF 87 239	

ALL REVISIONS, RESUBMITTALS, AND PLANS INCORPORATED OR REPRESENTED BY THESE DRAWINGS ARE OWNED BY AND THE PROPERTY OF VERDE DESIGN, INC. AND WERE CREATED, DEVELOPED, AND REVISED FOR USE ON AND IN CONNECTION WITH THE SPECIFIC PROJECT. NONE OF SUCH REVISIONS, RESUBMITTALS, OR PLANS SHALL BE USED, REPRODUCED, OR PUBLISHED IN WHOLE OR IN PART, OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION OF VERDE DESIGN, INC.

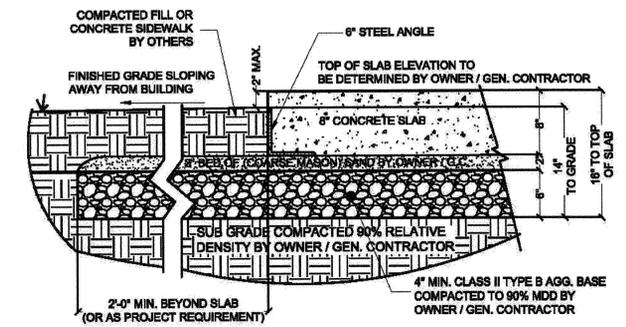
SITE CONTRACTOR NOTE:
BOTTOM OF PRE-FAB SLAB BUILDING MANUFACTURER IS DEAD FLAT. FOOTING TOP & COMPACTED BACKFILL MUST BE DEAD LEVEL. POUR FOOTING WITH LASER TRANSIT TO VERIFY TOP OF FOOTING. IF SHIM PLATE IS REQUIRED A CHANGE ORDER IS REQUIRED.



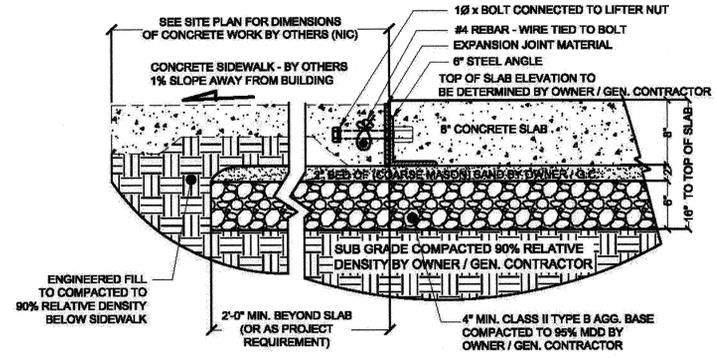
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4 TYPICAL SLAB/FOUNDATION CONNECTION
SCALE: N.T.S.

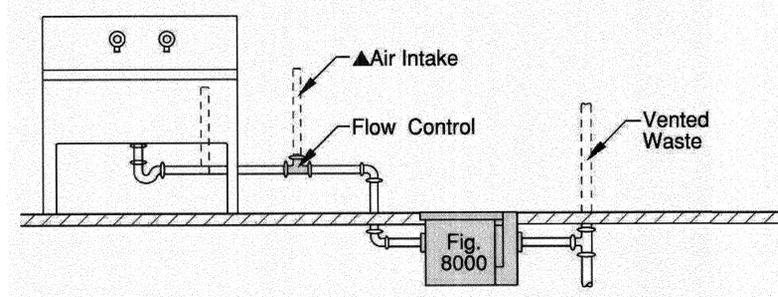


SECTION DETAIL FOR "NO SIDEWALK"



SECTION DETAIL FOR "SIDEWALK"

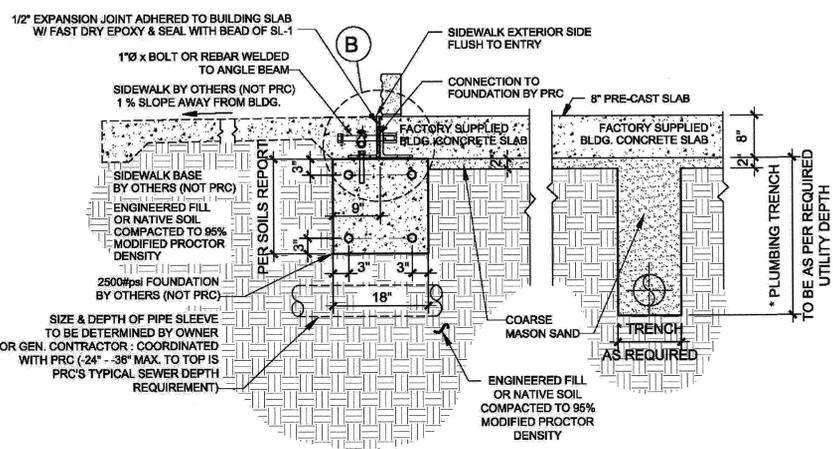
2 TYPICAL SUB-GRADE PAD SECTION
SCALE: N.T.S.



NOTE: INTERCEPTOR BODY MUST REST ON SOLID GROUND OR ON SUITABLE CONCRETE PAD.

5 GREASE INTERCEPTOR
SCALE: N.T.S.

SITE CONTRACTOR NOTE:
BOTTOM OF PRE-FAB SLAB BY PRE-FAB BLDG. MANUFACTURER IS DEAD FLAT. FOOTING TOP & COMPACTED BACK FILL MUST BE DEAD LEVEL. POUR FOOTING WITH LASER TRANSIT TO VERIFY TOP OF FOOTING. IF SHIM PLATES ARE REQUIRED A CHANGE ORDER IS REQUIRED.



3 TYPICAL FOUNDATION SECTION
SCALE: N.T.S.

OWNER / GENERAL CONTRACTOR AND PUBLIC RESTROOM COMPANY RESPONSIBILITIES

- PRC (PUBLIC RESTROOM COMPANY)**
- PUBLIC RESTROOM COMPANY (PRC) WILL PROVIDE FULL ARCHITECTURAL PLANS AND ENGINEERING CALCULATIONS, STAMPED BY STATE GOVERNING AGENCY SUITABLE FOR GENERAL CONTRACTOR TO FILE FOR REQUIRED BUILDING PERMIT.
 - PUBLIC RESTROOM COMPANY WILL FURNISH AND INSTALL UNDERGROUND UTILITIES (UNDER SLAB) EXTENDING 6 FEET (MAX) BEYOND THE BUILDING LINE, MIN. OF 24" - MAX OF 36" BELOW GRADE.
- GENERAL PAD NOTES:**
- THE DIFFERENCE IN THE ELEVATION BETWEEN THE FINISH FLOOR OF RESTROOMS AND THE SIDEWALK OUTSIDE CAN NOT BE GREATER THAN 1/4" MAX.
 - THE STRUCTURAL DESIGN DETAILS HEREIN ARE SPECIFIC TO THE BUILDING SIZE AND MODULE CONFIGURATION SHOWN ON THE FLOOR PLANS OF THESE DRAWINGS.
 - PUBLIC RESTROOM COMPANY WILL PROVIDE LOCATION OF THIS BUILDING TO MEET ALL REQUIRED PROPERTY CODE SETBACKS PER LOCAL JURISDICTION.
- GENERAL SITE CONDITION LIABILITY NOTE:**
- PUBLIC RESTROOM COMPANY (PRC) PROVIDES BUILDING PAD PLAN DRAWINGS FOR PLACEMENT OF OUR BUILDING ON SITE PADS FOR REFERENCE ONLY. PRC DRAWINGS DO NOT INCORPORATE SITE DESIGN FOR LOCAL CODES, SOILS CONDITIONS, FOOTING REQUIREMENTS, AND/OR ANY OTHER CONTRIBUTING SITE FACTORS UP TO AN INCLUDING HIGH WATER TABLES. IT IS THE RESPONSIBILITY OF THE OWNER OR GENERAL CONTRACTOR TO PROVIDE A PROPER SITE DESIGN TO ACCOMMODATE THE BUILDING AS WELL AS PROVIDE PROPER SITE CRITERIA SO PRC MAY MODEL SEWER, WATER, AND ELECTRICAL DESIGNS WITHIN THE BUILDING. OUR BUILDING DESIGN INCLUDES AN 8" THICK REINFORCED CONCRETE SLAB AND ASSUMES FULL SLAB BEARING ON SOILS WITH A MINIMUM OF 1500 PSF BEARING CAPACITY. OUR BUILDING DESIGNS SURCHARGE THE SOIL BENEATH THE MAT SLAB AT APPROXIMATE 208 PSF. ANY BUILDING FOUNDATION IN ADDITION TO THE INTEGRAL MAT SLAB ARE SHOWN FOR REFERENCE ONLY AND SHOULD BE VERIFIED BY A LICENSED SOILS ENGINEER TO CONFORM WITH REQUIRED CODES. PRC ASSUMES NO LIABILITY FOR THE OWNER OR GENERAL CONTRACTOR ACCEPTANCE OF THESE TYPICAL DRAWINGS WITHOUT VERIFICATION BY A LICENSED SOILS / FOUNDATION ENGINEER.
- OWNER / GEN. CONTRACTOR SHALL PREPARE BUILDING PAD PER DETAILS ON THIS SHEET AND SCOPE OF WORK.**
- OWNER / GEN. CONTRACTOR SHALL ATTACH SITE PLAN TO THE PUBLIC RESTROOM COMPANY'S DEPARTMENT OF HOUSING APPROVED DOCUMENTS AND FILE BUILDING PERMIT FOR PLUMBING PERMIT/INSPECTION UNDER BUILDING SLAB
 - OWNER / GEN. CONTRACTOR TO COORDINATE SEWER INVERT WITH THE PUBLIC RESTROOM COMPANY PRIOR TO BUILDING INSTALLATION, VERIFY & COORDINATE LOCATION OF EXISTING UTILITIES INCLUDING WATER METER SIZE, TYPE, AND LOCATION OF EXISTING UTILITIES COMING INTO THE BUILDING SUPPLIED BY PRC
 - OWNER / GEN. CONTRACTOR IS RESPONSIBLE FOR UTILITY CONNECTIONS AND WILL MAKE FINAL CONNECTIONS TO SEWER, WATER AND POWER.
 - OWNER / GEN. CONTRACTOR TO PREPARE SITE FOR MINIMUM ALLOWABLE SOIL BEARING PRESSURE OF 1,500psf, WITH SUB-GRADE COMPACTED TO 90% M.D.D.
 - OWNER / GEN. CONTRACTOR TO SUPPLY AND STOCK PILE REQUIRED QUANTITY OF COARSE SAND WITHIN BUILDING PROXIMITY FOR USE BY PRC. (ELEVATION OF BASE TO BE DETERMINED AND VERIFIED BY THE GENERAL CONTRACTOR) PAD ELEVATION MUST BE LEVEL WITHIN 2% (MAX) AND COMPLY WITH ALL PERMISSIBLE CODES OF ACCESSIBILITY AND SAFETY. BEFORE BUILDING SET WET SAND FILL TO CONSOLIDATE AND / OR VIBRATE.
 - PROJECTS WITH FOOTINGS: OWNER / GEN. CONTRACTOR MUST PROVIDE SLEEVES IN FOOTINGS ACCORDING TO UTILITY LOCATION PLAN AND PAD / FOUNDATION PLAN DIRECTION.

1 OWNER/GENERAL CONTRACTOR AND PUBLIC RESTROOM COMPANY RESPONSIBILITIES
SCALE: N.T.S.

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Designer Stamp:	Record Drawings	Designer: _____ Date: _____	Drawn By: _____ Date: 04/26/19
Public Works Inspector: _____ Date: _____	Utility/Facility Dept. Head: _____ Date: _____	Project Engineer: _____ Date: _____	Checked By: _____ Date: 04/26/19
Public Improvements Initially Accepted by the City Council on _____ Res. No. _____		Designed By: JEG Date: 04/26/19	

Revisions				
Num.	Description	Engr. Appr.	Date	



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ARCHITECTURAL DETAILS
RECOMMENDED FOR BIDDING BY: _____ DATE: 5/1/19
WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. A-5.3
Rec. Dwg No. 2-####
SCALE AS NOTED
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GENERAL NOTES

- CONTRACTOR IS RESPONSIBLE TO OBTAIN A COMPLETE SET OF CONTRACT DOCUMENTS, ADDENDA, DRAWINGS, AND SPECIFICATIONS. PRIOR TO SUBMITTING PROPOSAL, CONTRACTOR SHALL EXAMINE ARCHITECTURAL, STRUCTURAL AND MECHANICAL CONSTRUCTION DRAWINGS AND SPECIFICATIONS AND SHALL HAVE VISITED THE CONSTRUCTION SITE. HE/SHE SHALL BE FAMILIAR WITH THE EXISTING CONDITIONS UNDER WHICH HE/SHE WILL HAVE TO OPERATE AND WHICH WILL IN ANY WAY AFFECT THE WORK UNDER THIS CONTRACT. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN THIS CONNECTION IN BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLIGENCE ON HIS/HER PART. DETERMINE THE SEQUENCE OF CONSTRUCTION THROUGHOUT THE PROJECT, INCLUDING TEMPORARY FACILITIES AND CONNECTIONS REQUIRED FOR THE DURATION OF THE PROJECT.
- ALL TEMPORARY CONNECTIONS SHALL BE CONSIDERED PART OF THIS CONTRACT AND NO EXTRA CHARGES WILL BE ALLOWED. THIS SHALL INCLUDE MINOR ITEMS OF MATERIAL OR EQUIPMENT NECESSARY TO MEET THE REQUIREMENTS AND INTENT OF THE PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF PERSONS AND PROPERTY AND SHALL PROVIDE INSURANCE COVERAGE AS NECESSARY FOR LIABILITY, PERSONAL, AND PROPERTY DAMAGE, TO FULLY PROTECT THE OWNER, ARCHITECT, AND ENGINEER FROM ANY AND ALL CLAIMS RESULTING FROM THIS WORK.
- THE CONTRACTOR SHALL PROVIDE TO THE ARCHITECT A CONSTRUCTION SCHEDULE OF ALL ELECTRICAL WORK. THE CONSTRUCTION SCHEDULE SHALL IDENTIFY ALL SIGNIFICANT MILESTONES WITH COMPLETION DATES.
- THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS AT THE PROJECT SITE INDICATING ALL MODIFICATIONS TO ELECTRICAL SYSTEMS. THE CONTRACTOR SHALL, AT THE CONCLUSION OF THE PROJECT, PROVIDE A SET OF REPRODUCIBLE (AUTOCAD), ACCURATE AND NEAT "AS-BUILT" DRAWINGS ACCEPTABLE TO THE ARCHITECT.
- THESE DRAWINGS DO NOT REPRESENT THE EXACT LOCATIONS, SIZES OR EXTENT OF UTILITIES ON SITE. CONTRACTOR SHALL TAKE STANDARD PRECAUTIONS FOR WORK IN EXISTING FACILITIES.
- EXISTING ELECTRICAL WIRING WHICH WILL NOT BE MADE OBSOLETE AND WHICH WILL BE DISTURBED DUE TO CONSTRUCTION CHANGES REQUIRED BY THIS CONTRACT SHALL BE RESTORED TO OPERATING CONDITION, AS REQUIRED AND/OR DIRECTED. WHERE REQUIRED, SHOWN AND/OR DIRECTED, OUTLETS AND CONDUIT RUNS SHALL BE RELOCATED. IN SOME CASES IT MAY BE NECESSARY TO EXTEND CONDUITS AND PULL IN NEW WIRING OR INSTALL JUNCTION BOXES AND SPLICE IN NEW WIRING OR REPLACE OLD WIRING WITH NEW.
- CERTAIN REMODELING OF ELECTRICAL FACILITIES WILL BE REQUIRED IN THE EXISTING BUILDING. EXISTING CONDUIT RUNS ARE GENERALLY NOT SHOWN, ALTHOUGH A FULL ATTEMPT HAS BEEN MADE TO SHOW SOME EXISTING CONDITIONS, OF WHICH INFORMATION HAS BEEN TAKEN FROM EXISTING RECORD DRAWINGS AND/OR LIMITED FIELD INVESTIGATIONS. THE DRAWINGS SHOWING LOCATION OF EXISTING EQUIPMENT, OUTLETS, FIXTURES, ETC., ARE APPROXIMATE ONLY (CONTRACTOR TO FIELD VERIFY).
- ALL ELECTRICAL MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL BE LISTED AND LABELED BY A NATIONALLY RECOGNIZED TESTING LABORATORY AND SHALL BE INSTALLED AS PER LISTING OR LABELING (IE, MAXIMUM FUSE SIZE MEANS FUSE PROTECTION IS REQUIRED).
- ALL ELECTRICAL EQUIPMENT AND INSTALLATION SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:
 - AMERICAN STANDARD ASSOCIATION (ASA)
 - AMERICAN NATIONAL STANDARD INSTITUTE (ANSI)
 - AMERICAN SOCIETY OF TESTING MATERIALS (ASTM)
 - CALIFORNIA CODE OF REGULATIONS TITLE 24 (CCR)
 - INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE)
 - INSULATED POWER CABLE ENGINEERS ASSOCIATIONS (IPCEA)
 - NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATIONS (NEMA)
 - NATIONAL FIRE PROTECTION AGENCY (NFPA)
 - ALL LOCAL CODE HAVING JURISDICTION
- CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, AND INCIDENTAL COSTS NECESSARY FOR EXECUTION AND COMPLETION OF ELECTRICAL WORK, INCLUDING ALL CHARGES BY STATE, COUNTY AND LOCAL GOVERNMENTAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR THE ELECTRICAL UTILITY SYSTEM SHUT-DOWNS AND START-UP. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION REQUIRED WITH OTHER AGENCIES AND UTILITY COMPANIES.
- CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL CROSSINGS ON NEW UTILITIES WITH THAT OF EXISTING ON SITE AND IN ADJACENT PROPERTIES. NOTIFY THE ENGINEER IMMEDIATELY OF ANY DEVIATIONS OR DISCREPANCIES FROM THIS PLAN.
- CONTRACTOR SHALL COORDINATE HIS/HER WORK WITH OTHER TRADE ON SITE. ANY COST TO PERFORM WORK TO ACCOMPLISH SAID COORDINATION WHICH DIFFERS FROM THE WORK AS SHOWN ON THE DRAWINGS SHALL BE INCURRED BY THE CONTRACTOR. ANY DISCREPANCIES, AMBIGUITIES OR CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT DURING BID TIME FOR CLARIFICATIONS. ANY SUCH CONFLICTS NOT CLARIFIED PRIOR TO BID SHALL BE SUBJECT TO THE INTERPRETATION OF THE ARCHITECT/ENGINEER AT NO ADDITIONAL COST TO THE OWNER.
- COORDINATE WITH OTHER TRADES AS TO THE EXACT LOCATION OF THEIR RESPECTIVE EQUIPMENT. PROVIDE POWER AND CONNECTION TO MOTORS AND EQUIPMENT REQUIRING ELECTRICAL CONNECTIONS AS INDICATED ON ELECTRICAL DRAWINGS AND DRAWINGS OF OTHER TRADES. CONTRACTOR SHALL REVIEW DRAWINGS OF OTHER TRADES FOR CONTROL DIAGRAMS, SIZE AND LOCATION OF EQUIPMENT. DISCONNECT SWITCHES, STARTERS, AND CONDUITS FOR CONTROL WIRING FOR MECHANICAL AND PLUMBING EQUIPMENT SHALL BE PROVIDED BY ELECTRICAL CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING MANUFACTURER'S SHOP DRAWINGS PRIOR TO ROUGHING IN ALL CONDUITS TO THIS EQUIPMENT.
- BEFORE ROUGH-IN, VERIFY ALL MOUNTING HEIGHTS AND EXACT LOCATIONS FOR ALL EQUIPMENT, ELECTRICAL CONNECTIONS, STUB-UPS, RECEPTACLES, OUTLETS, CONDUIT RUNS, ETC. WITH ARCHITECT AND OWNER. PLACE DEVICES LOCATED ABOVE COUNTERS, SHELVING, ETC. AND IN BATHROOMS SO AS NOT TO CONFLICT WITH EDGES OF WAINSCOTING, COUNTER SPLASH, SHELVING, ETC. ARCHITECTURAL DRAWINGS SHALL GOVERN. REFER TO ARCHITECTURAL ELEVATIONS FOR EXACT LOCATIONS OF ELECTRICAL DEVICES
- MOUNTING HEIGHTS OF ALL CONTROL DEVICES TO BE USED BY OCCUPANT OF THE ROOM OR AREA SHALL BE MOUNTED AT THE FOLLOWING HEIGHTS:

RECEPTACLES OUTLETS	: +18" (TO BOTTOM OF OUTLETS)
TELEPHONE/TV/DATA OUTLETS	: +18" (TO BOTTOM OF OUTLETS)
LIGHT SWITCHES	: +44" (TO HIGHEST OPERABLE PART)
OUTLETS ABOVE COUNTER	: +44" (TO HIGHEST OPERABLE PART)

 MOUNTING HEIGHTS OF ALL DEVICES AND EQUIPMENT ARE FROM FINISHED FLOOR TO LOCATION OF DEVICE AS NOTED. EQUIPMENT INSTALLED IN LOCATIONS NOT APPROVED BY THE ARCHITECT SHALL BE RELOCATED AS DIRECTED BY THE ARCHITECT AT NO ADDITIONAL COST TO THE OWNER.
- COORDINATE ALL OUTLET BOX INSTALLATION WITH ARCHITECTURAL WALL FINISH SCHEDULES. SPACE BETWEEN FACEPLATE AND DEVICE BOX SHALL NOT EXCEED 1/8".
- FOR RENOVATION WORK, THE CONTRACTOR SHALL CONCEAL ALL WORK WHERE POSSIBLE. ALL EXPOSED RACEWAY AND BOXES IN OCCUPIED AREAS OR ON EXTERIOR WALLS SHALL BE PAINTED TO MATCH ADJACENT FINISHES.
- THE CONTRACTOR SHALL BE HELD FULLY RESPONSIBLE FOR THE PROPER RESTORATION OF ALL EXISTING SURFACES REQUIRING PATCHING, PLASTERING, PAINTING AND/OR OTHER REPAIR DUE TO THE INSTALLATION OF ELECTRICAL WORK UNDER THE TERMS OF THIS SPECIFICATION. CLOSE ALL OPENINGS, REPAIR ALL SURFACES, ETC., AS REQUIRED.
- SEAL ALL CONDUIT PENETRATIONS THROUGH FIRE RATED WALLS AND CEILINGS. FURNISH AND INSTALL FIRE RATED BACKBOXES AS REQUIRED, MAINTAINING FIRE RATING OF CEILING OR WALLS WHERE RECESSED ELECTRIC EQUIPMENT SUCH AS LIGHT FIXTURES, SWITCHES, RECEPTACLES, PANEL, ETC. ARE INSTALLED IN RATED WALL OR CEILINGS. PENETRATIONS OF FIRE RATED WALLS, CEILINGS, OR FLOORS SHALL COMPLY WITH CBC CHAPTER 7 (714) REQUIREMENTS. CONDUIT PENETRATIONS THAT ARE NOT STUBBED-OUT INSIDE THE WALL SHALL MEET F AND T RATING. ALL FIRE PROOFING METHODS SHALL BE UL APPROVED.
- ALL EXTERIOR EQUIPMENT SHALL BE NEMA 3R RATED. ALL WALL PENETRATIONS TO EXTERIOR WALLS SHALL BE SEALED WATER TIGHT.
- PULLING TAPES: ALL RACEWAY WITHOUT CABLE OR WIRE SHALL BE INSTALLED WITH A MINIMUM 1100 LBS. STRENGTH TEST POLYESTER PULLING TAPE. PULLING TAPES SHALL BE DETECTABLE MULE-TAPE WITH SEQUENTIAL FOOTAGE MARKING.
- RUN NO MORE THAN 3 CURRENT CARRYING CONDUCTORS IN ANY WIREWAY UNLESS DE-RATING IS APPROVED BY ENGINEER OR SHOWN ON DRAWINGS.
- ALL BRANCH CIRCUIT CONDUCTORS SHALL BE COPPER, #12 AWG MINIMUM, RATED FOR 600V, THHN/THWN, 75 DEGREE CELSIUS. ALL CONDUCTORS SHALL BE STRANDED, SOFT DRAWN ANNEALED COPPER WIRE 98% CONDUCTIVITY, BEARING THE UL LABEL. SYSTEM VOLTAGE SHALL BE IDENTIFIED AS TO VOLTAGE AND PHASE CONNECTIONS BY MEANS OF COLOR IMPREGNATED INSULATION OR APPROVED COLORED MARKING TAPE.
- WHERE MULTI-HOMERUNS ARE INDICATED ON DRAWINGS INDICATING THE SAME CIRCUIT NUMBER, PROVIDE A JUNCTION BOX ABOVE THE ACCESSIBLE CEILING AND ROUTE ONE SET OF WIRES TO THE CIRCUIT BREAKER.
- REFER TO THE SINGLE LINE DIAGRAM FOR THE CONDUIT AND CONDUCTOR SIZES HOMERUN TO ELECTRICAL PANELS. CONDUIT RUNS MAY NOT BE SHOWN ON DRAWINGS, BUT ARE PART OF THIS CONTRACT.
- ALL CONDUIT RUNS INCLUDING STRAIGHT FEEDER AND BRANCH CIRCUIT SHALL BE PROVIDED WITH SUFFICIENT PULL BOXES OR JUNCTION BOXES TO LIMIT THE MAXIMUM LENGTH OF ANY SINGLE CABLE PULL TO 100 FEET. PULL BOXES SHALL BE SIZED PER CODE OR AS INDICATED ON DRAWINGS. LOCATIONS SHALL BE DETERMINED IN THE FIELD OR AS INDICATED ON THE DRAWINGS.
- FINAL CONNECTIONS TO ALL EQUIPMENT SHALL BE PER MANUFACTURER'S APPROVED WIRING DIAGRAMS, DETAILS, AND INSTRUCTIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE MATERIAL AND EQUIPMENT COMPATIBLE WITH EQUIPMENT ACTUALLY SUPPLIED.
- DO NOT COMBINE DIFFERENT SYSTEM VOLTAGES IN SAME CONDUIT (EG., 120/208V VS. 277/480V), UNLESS APPROVED BY ENGINEER OR SHOWN ON DRAWINGS.
- ELECTRICAL SYSTEMS SHALL BE INSTALLED FOR FINAL INSPECTIONS. PROVIDE NEUTRAL TEST AND PROOF OF TORQUE DURING FINAL INSPECTION FOR ALL UNITS. FINAL TERMINATIONS OF CONDUCTORS TO ELECTRICAL EQUIPMENT AND DEVICES SHALL BE TORQUE WRENCH TIGHTENED TO THE MANUFACTURER'S RECOMMENDED SPECIFICATION, NO EXCEPTION.
- CIRCUIT BREAKER TERMINALS IN SWITCHBOARDS AND LOAD CENTER SHALL BE UL LISTED AND APPROVED FOR USE WITH COPPER 75 DEGREE CELSIUS CONDUCTORS.
- SIZES OF BREAKERS, SWITCHES, FUSES AND FEEDERS ARE BASED ON DESIGNED EQUIPMENT SIZES. THESE SIZES SHALL BE ADJUSTED TO SATISFY REQUIREMENTS OF ACTUAL INSTALLED OR SUBSTITUTE EQUIPMENT. UP SIZING OR DOWNSIZING OF FEEDERS SHALL BE PROVIDED WITHOUT ADDITIONAL COST TO THE OWNER.
- AS REQUIRED ALL OVERSIZED FEEDERS THAT WERE ADJUSTED IN SIZE TO COMPENSATE FOR VOLTAGE DROP SHALL BE PROVIDED WITH ADAPTER LUGS OR SPLICE BOX. ADAPTER LUGS SHALL BE PROVIDED IF SIZE IS AVAILABLE. OTHERWISE PROVIDE CABLE SPLICES IN THE SPLICE BOX TO REDUCE CABLES TO THE MAXIMUM SIZE THAT THE BREAKER LUGS CAN ACCOMMODATE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAW-CUTTING, TRENCHING, BACKFILLING, COMPACTION AND PATCHING OF CONCRETE AND ASPHALT AS REQUIRED TO COMPLETE WORK. USE EXTREME CAUTION WHEN TRENCHING NEAR EXISTING UNDERGROUND UTILITY LINES. CONTRACTOR SHALL PROVIDE ALL REQUIRED CUTTING, PATCHING, PAINTING, AND REPAIRS NECESSARY TO RESTORE DAMAGED SURFACES TO EQUAL OR BETTER THAN ORIGINAL CONDITIONS EXISTING AT THE START OF WORK.
- ALL ELECTRICAL EQUIPMENT SHALL BE BRACED OR ANCHORED TO RESIST HORIZONTAL FORCE ACTING IN ANY DIRECTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE LATEST EDITION OF ASCE.
- RIGID GALVANIZED STEEL CONDUIT SHALL BE USED FOR ALL ABOVE GRADE EXTERIOR APPLICATIONS, ALL CONDUITS LARGER THAN 2" TRADE DIAMETER, AND ALL INDOOR CONDUITS BELOW EIGHT (8) FEET FROM FINISHED FLOOR.
- ELECTRICAL METALLIC TUBING (EMT) IS ONLY ALLOWED IN INTERIOR LOCATION ABOVE EIGHT (8) FEET FROM FINISHED FLOOR AND WHEN ENTERING A PANEL FROM ABOVE.
- CONNECTIONS TO VIBRATING EQUIPMENT (MOTOR, TRANSFORMER ENCLOSURE, ETC.) AND SEISMIC SEPARATIONS SHALL BE PROVIDED WITH LIQUID-TIGHT FLEXIBLE STEEL CONDUIT WITH WATER-TIGHT CONNECTORS. MAXIMUM LENGTH OF CONDUIT SHALL BE SIX FEET, UNLESS OTHERWISE NOTED.
- POLYVINYL CHLORIDE (PVC) SCHEDULE 40 MAY BE INSTALLED BENEATH SLAB AND UNDERGROUND INSTALLATION. INSTALL PVC COATED RIGID STEEL CONDUIT FOR TRANSITION FROM UNDERGROUND TO ABOVE GRADE INSTALLATION.
- CONTRACTOR SHALL PROVIDE TERMINATIONS FOR ALL DATA/VOICE CABLES INDICATED AT OUTLET LOCATIONS INDICATED ON DRAWINGS.
- CONTRACTOR SHALL PROVIDE AND INSTALL ACCESS PANELS IN NON-ACCESSIBLE CEILINGS WHERE REQUIRED TO ACCESS ELECTRICAL EQUIPMENT IN CEILING SPACE. ACCESS DOORS SHALL HAVE FIRE RATING EQUAL TO THE CEILING ASSEMBLY IN WHICH THEY ARE INSTALLED.
- ALL FIRE LIFE SAFETY EQUIPMENT, SUCH AS FIRE ALARM CONTROL PANEL AND REMOTE POWER SUPPLIES SHALL BE PROVIDED WITH DEDICATED CIRCUITS. IDENTIFY CIRCUIT DESIGNATION AND PROVIDE PERMANENT LABELING, "FIRE ALARM CIRCUIT" ON ELECTRICAL PANEL. PROVIDE LOCKABLE CIRCUIT BREAKER.
- CONTROL CONDUIT FOR ENERGY/BUILDING MANAGEMENT SYSTEM (E/BMS) SHALL BE PROVIDED AND INSTALLED BY ELECTRICAL CONTRACTOR.
- ROUTE CONDUIT PARALLEL AND PERPENDICULAR TO WALLS AND ADJACENT PIPING. ARRANGE CONDUIT TO MAINTAIN HEADROOM AND TO PRESENT A NEAT APPEARANCE.
- WHEN A DISCREPANCY IN QUANTITY OR SIZE OF CONDUIT, WIRE, EQUIPMENT, CIRCUIT BREAKERS, ETC., ARISES ON THE DRAWINGS OR SPECIFICATIONS, CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ALL MATERIAL REQUIRED BY THE MOST STRINGENT CONDITIONS NOTED ON THE DRAWINGS OR IN THE SPECIFICATIONS TO PROVIDE A COMPLETE AND OPERABLE SYSTEM, OR AS DIRECTED BY ENGINEER.
- FOR SMALL AC MOTORS NOT HAVING BUILT-IN THERMAL OVERLOAD PROTECTION, PROVIDE MANUAL MOTOR STARTERS WITH OVERLOAD HEATER ELEMENTS SIZED PER MANUFACTURER'S RECOMMENDATION. FOR SMALL AC MOTORS WITH BUILT-IN THERMAL OVERLOAD PROTECTION, PROVIDE A HORSEPOWER RATED TOGGLE DISCONNECT SWITCH.
- DISCONNECT SAFETY SWITCHES SHALL BE HEAVY DUTY AND BE RATED FOR THE NUMBER OF POLES, VOLTAGE, CURRENT AND HORSEPOWER RATING AS REQUIRED. PROVIDE FUSE PROTECTION BASED ON THE MOTOR NAMEPLATE RATINGS.
- PROVIDE PERMANENT IDENTIFICATION (NAMEPLATES) FOR ALL ELECTRICAL PANELS, SWITCHBOARDS, MOTOR CONTROL CENTERS, DISCONNECT SWITCHES, TRANSFORMERS, TERMINAL CABINETS, ETC.
- ELECTRICAL CONTRACTOR IS RESPONSIBLE TO VERIFY TYPE OF CEILING SYSTEMS AND TO FURNISH APPROVED LIGHTING FIXTURES OF THE TYPE REQUIRED FOR MOUNTING IN SUBJECT CEILING. PROVIDE ALL NECESSARY MOUNTING KIT/HARDWARE TO PROVIDE A COMPLETE WORKING LIGHTING SYSTEM.
- ALL FINAL ELECTRICAL CONNECTIONS TO OWNER FURNISHED EQUIPMENT SHALL BE MADE BY THE ELECTRICAL CONTRACTOR.
- ALL SPLICES AND TERMINALS SHALL BE COMPRESSION TYPE, OF SEAMLESS PURE COPPER, TIN PLATED, LONG BARREL, INSPECTION WINDOW, TERMINALS WITH TWO-HOLE PAD (WITH NEMA DRILLING). CLEAN ALL SURFACES AND INSTALL WITH OXIDE INHIBITING COMPOUND BURNDY PENETROX-E OR EQUAL. APPLY COMPOUND BETWEEN BUS BAR AND LUG PAD AND BETWEEN CONDUCTOR AND LUG BARREL. INSTALL COMPRESSION CONNECTORS WITH A FULLY CIRCUMFERENTIAL COMPRESSION DIE BURNDY HYPRESS OR EQUAL.
- LABEL ALL CONDUIT WHERE IT BEGINS, AND WHERE IT TERMINATES INTO A BOX, PANEL, DEVICE, LOAD, OR DISCONNECT. CONDUIT SHALL BE LABELED EVERY 30 FEET OR LESS. CONDUIT SHALL BE LABELED WHERE IT PENETRATES ANY WALL OR FLOOR. LABEL SHALL BE PERMANENT PRINTED LABELS (DESCRIBING SOURCE, CIRCUIT, AND LOAD) LEGIBLE FROM FLOOR WHERE POSSIBLE (STANDING POSITION).
- CONTRACTOR'S FAILURE TO ORDER OR RELEASE ORDER FOR MATERIALS AND/OR EQUIPMENT WILL NOT BE ACCEPTED AS A REASON TO SUBSTITUTE ALTERNATE MATERIALS, EQUIPMENT OR INSTALLATION METHODS.
- PROVIDE ARC-FLASH HAZARD WARNING LABELS ON ALL AFFECTED ELECTRICAL EQUIPMENT, INCLUDING SWITCHBOARDS, PANEL BOARDS, INDUSTRIAL CONTROL PANELS, METER SOCKET ENCLOSURES, AND MOTOR CONTROL CENTERS. MARKING SHALL BE LOCATED SO AS TO BE CLEARLY VISIBLE TO QUALIFIED PERSONS. LABEL SHALL BE FACTORY PRE-PRINTED OR MACHINE-PRINTED SELF-ADHESIVE VINYL MATERIAL; UV, CHEMICAL, WATER, HEAT AND ABRASION RESISTANT; PRODUCED USING MATERIALS RECOGNIZED BY UL 969. MINIMUM SIZE: 3.5 BY 5 INCHES.
- UNLESS OTHERWISE NOTED, ARRANGE, PAY FOR, COORDINATE AND PROVIDE ALL PERMITS NECESSARY FOR A COMPLETE AND OPERABLE SYSTEM.

DEMOLITION NOTES

- REMOVE EXISTING EQUIPMENT IN CONFLICT WITH NEW CONDITIONS. REMOVE ALL WIRE NOT IN SERVICE AND FROM ABANDONED RACEWAYS. PROTECT EXISTING CIRCUITING PASSING THROUGH DEMOLITION AREAS. EXTEND AND/OR RELOCATE AS NECESSARY.
- ALL ABANDONED EQUIPMENT INCLUDING LIGHT, RECEPTACLES, DATA, FIRE ALARM, ETC., SHALL BE COVERED WITH BLANK METAL PLATES AND PAINTED TO MATCH THE ADJACENT FINISH OF SURROUNDING WALLS OR CEILING TO THE SATISFACTION OF THE ARCHITECT/OWNER.
- ELECTRICAL CONTRACTOR IS RESPONSIBLE TO DISCONNECT AND REMOVE ALL EXISTING ELECTRICAL EQUIPMENT AFFECTED BY THE PROJECT. THIS INCLUDES REROUTING OR THE EXTENSION OF EXISTING CONDUIT AND FEEDER WHERE NECESSARY TO MAINTAIN OPERATIONAL OF ANY EXISTING EQUIPMENT.
- CIRCUIT NUMBERS AND CONDUIT HOMERUNS SHOWN ON THESE DRAWINGS WERE TAKEN FROM EXISTING RECORD DRAWINGS. ELECTRICAL CONTRACTOR IS RESPONSIBLE TO VERIFY EXISTING CIRCUITING AND CONDUIT HOMERUNS. ADJUST CIRCUIT NUMBERS ACCORDING TO THE ACTUAL CONDITIONS.
- WHERE EXISTING CONDUIT IS TO BE ABANDONED OR DEMOLISHED, THE CONDUIT SHALL BE REMOVED IF IT IS EXPOSED, IN A CRAWL SPACE OR IN AN ACCESSIBLE CEILING. ABANDONED OR DEMOLISHED CONDUIT FEEDS UP THROUGH THE FLOOR SHALL BE CUT OFF AND PLUGGED FLUSH WITH THE FLOOR.
- ALL ELECTRICAL EQUIPMENT INCLUDING LIGHT, RECEPTACLE, DATA, FIRE ALARM, ETC., THAT ARE TO BE REMOVED, SHALL BE REMOVED COMPLETELY, INCLUDING CONDUIT AND WIRING BACK TO THE LAST DEVICE REMAINING IN SERVICE, OR SOURCE.
- EXISTING CIRCUITS WHICH ARE REMOVED AND NOT REUSED SHALL BE IDENTIFIED ON THE PANEL SCHEDULE AS "SPARE".
- ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE OWNER PRIOR TO REMOVAL OF EXISTING ELECTRICAL EQUIPMENT AND TURN OVER REMOVED EQUIPMENT THAT THE OWNER REQUESTS IN AN "AS-FOUND" CONDITION.
- ALL DEMOLITION WORK SHOWN, IF ANY, WAS PREPARED FOR THE CONVENIENCE OF THE CONTRACTOR. NO REPRESENTATION HAS BEEN MADE THAT ALL ITEMS THAT MAY REQUIRE DEMOLITION HAVE BEEN SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CAREFULLY EXAMINE THE SITE AND THE CONTRACT DOCUMENTS AND TO PERFORM ALL DEMOLITION AND RECONSTRUCTION WHICH MAY BE REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK.
- WHEN CALLED FOR, OR SCOPE OF WORK REQUIRES ELECTRICAL EQUIPMENT TO BE REMOVED, ALL CONDUIT, WIRE, BOXES, HANGERS, ETC. SHALL BE REMOVED COMPLETELY. ALL OPENINGS SHALL BE PATCHED, SEALED AND PAINTED TO MATCH THE ADJACENT FINISH.

SUMMARY OF WORK

- PROVIDE POWER AND TELECOM TO NEW MODULAR CONCESSION BUILDING.
- PROVIDE POWER TO NEW MODULAR RESTROOM BUILDING.
- PROVIDE POWER TO STORAGE CONTAINERS POWER OUTLETS.

SYMBOLS & ABBREVIATIONS

- EXTENT OF DEMOLITION
- NEW TO EXISTING CONNECTION
- BRANCH CIRCUIT WIRING IN CONDUIT EXPOSED ON ROOF OR BUILDING EXTERIOR.
- BRANCH CIRCUIT WIRING IN CONDUIT CONCEALED UNDER FLOOR OR UNDERGROUND
- BRANCH CIRCUIT HOME RUN TO PANEL, CONCEALED IN CEILING SPACE OR WHERE POSSIBLE, CIRCUIT BREAKER
- REFERENCE SHEET NOTE.
- LOAD IN KVA
- FEEDER SIZE
- DETAIL TAG. REFER TO DETAIL 1 ON SHEET E4.01.
- ELECTRICAL PANEL
- PULLBOX
- CONDUIT STUBOUT
- TRANSFORMER
- JUNCTION BOX
- FUSE

- A AMPS
- AC ALTERNATING CURRENT
- AF AMP FRAME
- AFF ABOVE FINISH FLOOR
- AWG AMERICAN WIRE GAUGE
- C CONDUIT
- CLG CEILING
- CKT CIRCUIT
- C.O. CONDUIT ONLY
- DSW DISCONNECT SWITCH
- <E> EXISTING
- ELEC ELECTRICAL
- EM EMERGENCY
- EMH ELECTRICAL MAN-HOLE
- FT FEET
- G GROUNDING CONDUCTOR
- GFI GROUND FAULT INTERRUPTER
- GND GROUND
- KVA KILOVOLT AMPS
- LTC LIGHTING
- LTS LIGHTS
- MSB MAIN SWITCHBOARD
- NTS NOT TO SCALE
- P POWER
- PNL PANEL
- PRKLTs PARKING LIGHTS
- PWR POWER
- <R> REMOVE
- <RRN> REMOVE AND REPLACE WITH NEW
- REC RECEPTACLE
- S.E.D. SEE ELECTRICAL DRAWINGS
- S.LD SINGLE LINE DIAGRAM
- SWBD SWITCHBOARD
- T TRIP
- TB TICKET BOOTH
- TYP TYPICAL
- UG UNDERGROUND
- UNO UNLESS OTHERWISE NOTED
- V VOLTS
- W WIRE, WATTS
- WP WEATHERPROOF
- XFMR TRANSFORMER

ELECTRICAL DRAWING INDEX

SHEET NO.	DESCRIPTION
RE-0.1	RESTROOM ELECTRICAL GENERAL NOTES, SYMBOLS AND ABBREVIATIONS
RED-1.1	RESTROOM ELECTRICAL SITE PLAN - DEMO
RE-1.1	RESTROOM ELECTRICAL SITE PLAN - NEW
RE-1.2	RESTROOM ELECTRICAL SITE PLAN - NEW
RE-5.1	RESTROOM ELECTRICAL DETAILS
RE-7.1	RESTROOM ELECTRICAL SINGLE LINE DIAGRAM

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Record Drawings

Designer: _____ Date: _____
 Public Works Inspector: _____ Date: _____
 Utility/Facility Dept. Head: _____ Date: _____
 Project Engineer: _____ Date: _____
 Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Revisions

Num.	Description	Engr. Aprv.	Date
MO			04/26/19
JG			04/26/19
JM			04/26/19



CITY OF MILPITAS
 ENGINEERING DIVISION

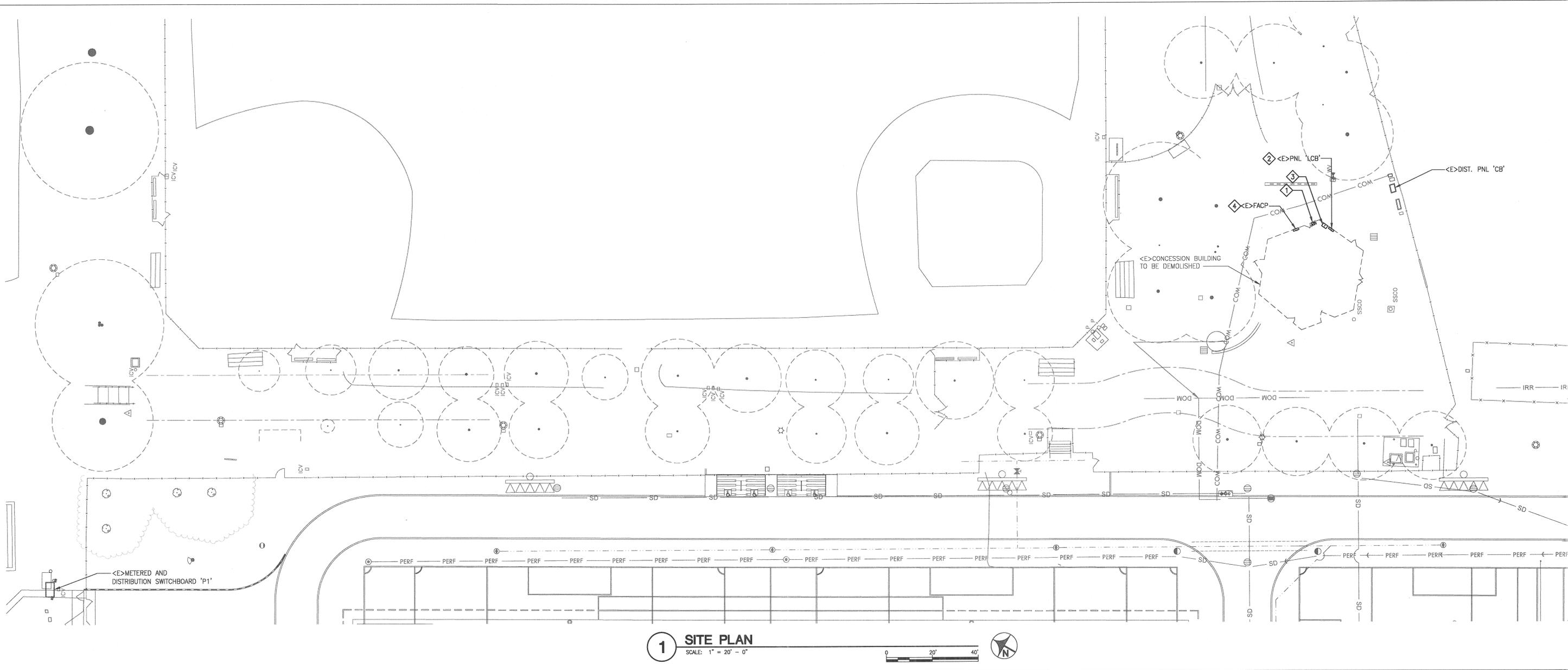
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133

RESTROOM ELECTRICAL GENERAL NOTES, SYMBOLS AND ABBREVIATIONS

RECOMMENDED FOR BIDDING BY: *[Signature]* DATE: 5/1/19
 WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
 DRAWING NO. RE-0.1
 Rec. Dwg No. 2-####
 SCALE: AS NOTED
 SHEET 81 OF 87
 241

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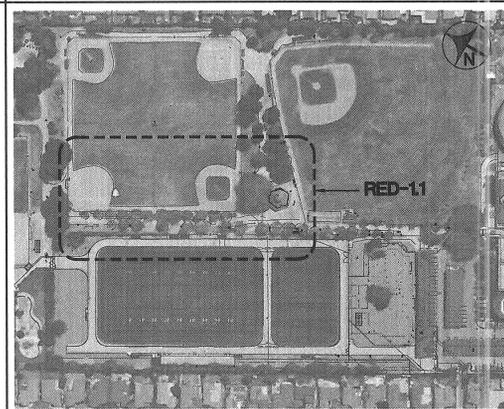


1 SITE PLAN
SCALE: 1" = 20' - 0"

REFERENCE SHEET NOTES

- 1 DEMO EXISTING TRANSFORMER DISCONNECT SWITCH. DISCONNECT AND REMOVE CONDUIT AND WIRES BACK TO SOURCE PANEL.
- 2 DEMO EXISTING ELECTRICAL PANEL.
- 3 DEMO EXISTING TRANSFORMER.
- 4 DEMO EXISTING FACP.

KEY MAP



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DESIGNER STAMP

Record Drawings

Designer: _____ Date: _____
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Drawn By: **MO** Date: **04/26/19**
Checked By: **JG** Date: **04/26/19**
Designed By: **JM** Date: **04/26/19**

Revisions				
Num.	Description	Engr. Appr.	Date	



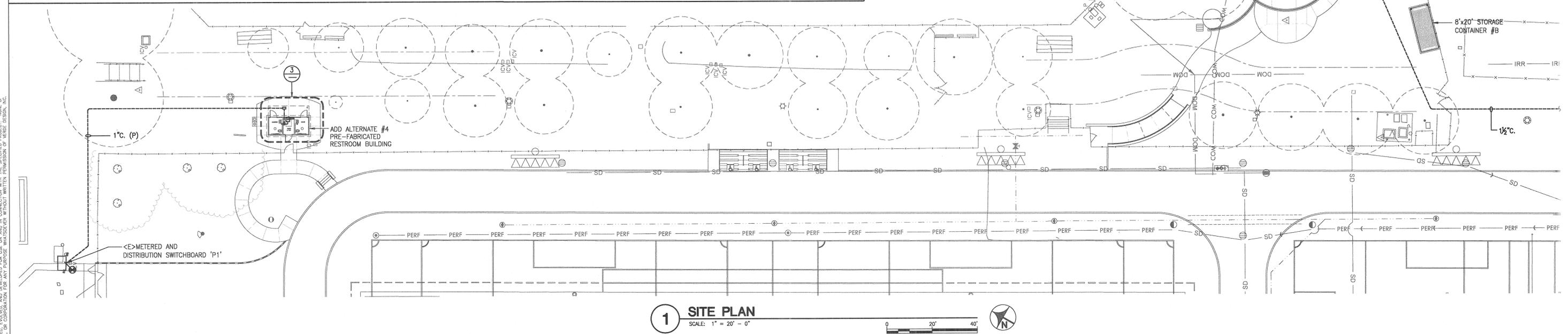
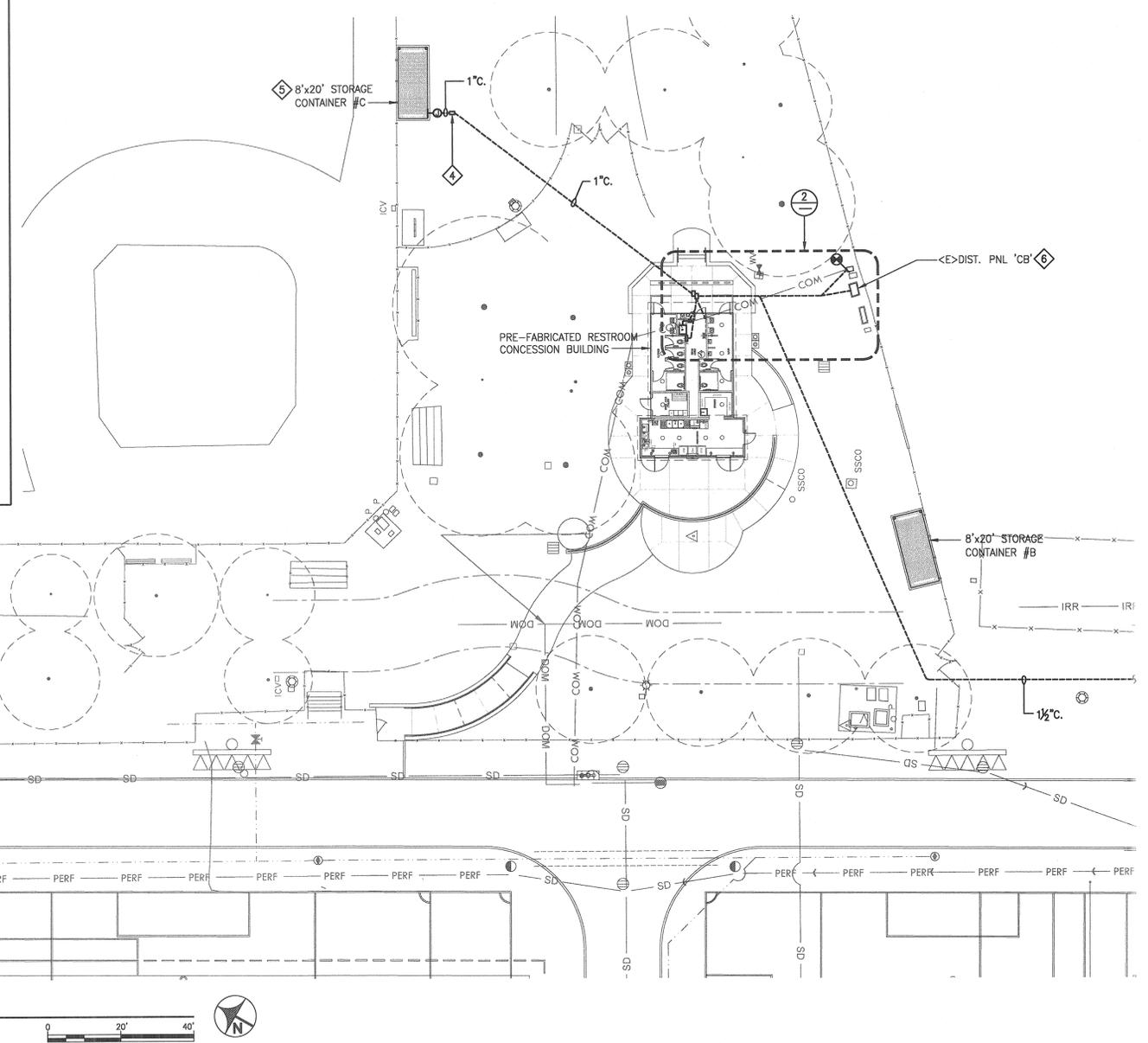
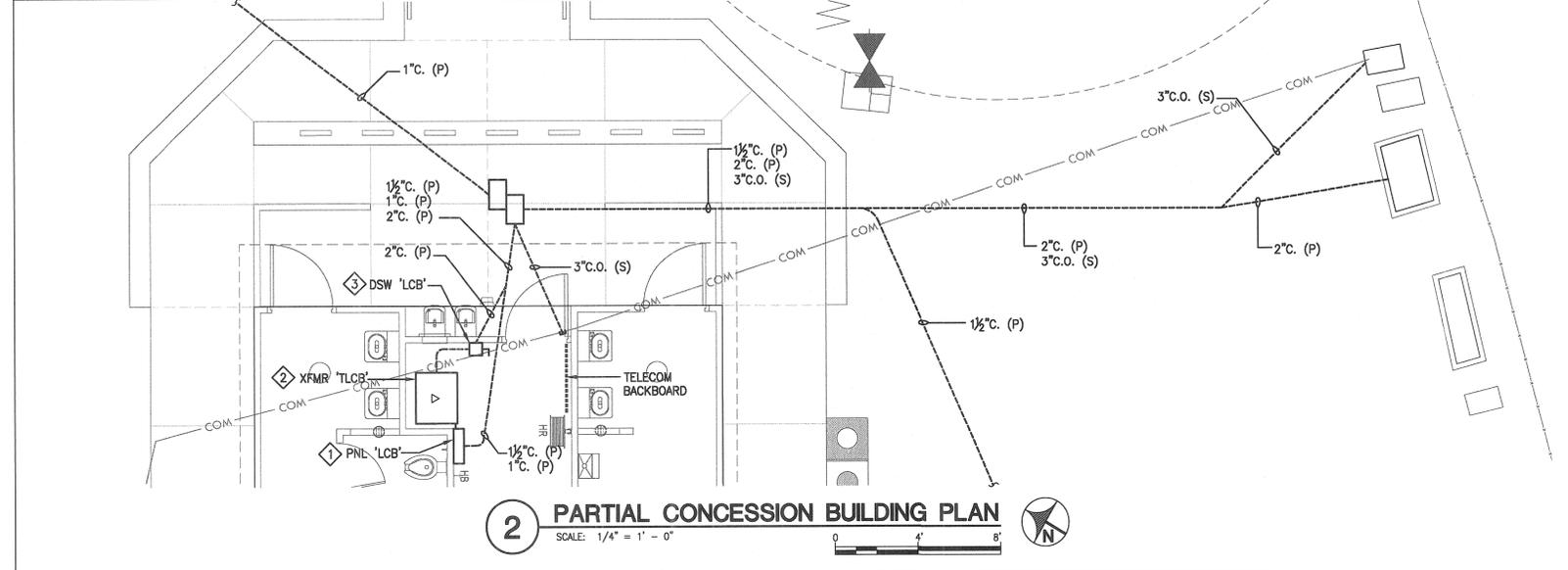
CITY OF MILPITAS
ENGINEERING DIVISION
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

RESTROOM ELECTRICAL SITE PLAN - DEMO

RECOMMENDED FOR BIDDING BY: *[Signature]* DATE: **5/1/19**
WooJae Kim, P.E., CIP Manager

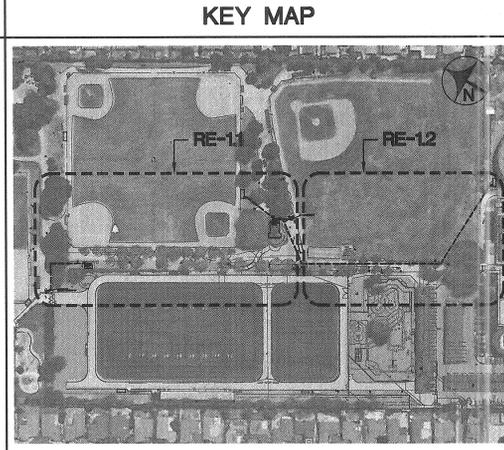
PROJECT NO.	5111, 3424 & 6133
DRAWING NO.	RED-11
Rec. Dwg No.	2-###
SCALE	AS NOTED
SHEET	82 OF 87
242	

BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19



- ### REFERENCE SHEET NOTES
- 1 PANELBOARD (BY MODULAR BUILDING). COORDINATE INCOMING CONDUIT ROUTING WITH MODULAR BUILDING INSTALLER.
 - 2 FLOOR MOUNTED TRANSFORMER. REFER TO SINGLE LINE DIAGRAM.
 - 3 HEAVY DUTY DISCONNECT SWITCH. REFER TO SINGLE LINE DIAGRAM.
 - 4 10"x17" UNDERGROUND PULLBOX.
 - 5 GFI RECEPTACLE MOUNTED INSIDE STORAGE CONTAINER. REFER TO DETAIL SHEET.
 - 6 EXISTING DISTRIBUTION PANEL TO BE MODIFIED. REFER TO SINGLE LINE DIAGRAM.

- ### GENERAL SHEET NOTES
- A. CONTRACTOR SHALL PERFORM UNDERGROUND SURVEY PRIOR TO SITE EXCAVATION. IDENTIFY UTILITIES (ACTIVE AND INACTIVE). EXISTING UTILITIES AFFECTED BY ELECTRICAL WORK SHALL BE BROUGHT UP TO PROJECT ENGINEER OTHERWISE CONTRACTOR ASSUMES EXISTING CONDITION AND SHALL RECONNECT POWER AND SIGNAL. RESTORATION OF EXISTING UTILITIES SHALL NOT UTILIZE NEW PATHWAYS. CONTRACTOR SHALL PROVIDE ADDITIONAL PATHWAYS.
 - B. ROUTING SHOWN IS DIAGRAMMATIC. CONTRACTOR SHALL ADJUST +/-10' AT NO EXPENSE TO THE CLIENT. COORDINATE ROUTING OF ELECTRICAL CONDUITS WITH OTHER UTILITIES.
 - C. FIELD VERIFY SYSTEMS ROUTED IN PULLBOXES. READJUST EXISTING PULLBOXES TO FINISH GRADE. PROTECT AND PROVIDE SEALS TO COMPLETION OF WORK. ENSURE THAT PULLBOXES HAVE PROPER DRAINAGE. DUCT SEAL ALL CONDUIT AND PROVIDE PULL ROPE FOR ALL.
 - D. USE (3)#4 AWG MIN. TO WIRE EACH RECEPTACLE OUTLET AND POWER CIRCUIT. USE 1" MIN. FOR POWER AND SIGNAL CONDUITS, U.O.N.
 - E. UNDERGROUND POWER AND SIGNAL PULLBOX SHALL BE 17"x30" U.O.N. REFER TO ELECTRICAL DETAIL DRAWINGS.
 - F. ELECTRICAL DEVICES SHOWN TO BE EXISTING SHALL REMAIN AND BE PROTECTED DURING CONSTRUCTION. IF DAMAGED, CONTRACTOR SHALL RESTORE TO ITS ORIGINAL CONDITION, OR AS REQUIRED BY UNIVERSITY.
 - G. MARK ALL CONDUIT STUB-UP WITH PULLBOX, 10"x17" MIN.
 - H. ALL OUTDOOR RECEPTACLE OUTLETS SHALL BE GFCI AND BE PROVIDED WITH METAL WEATHERPROOF WHILE-IN-USE COVERS.
 - I. REFER TO SINGLE LINE DIAGRAM FOR POWER AND LIGHTING WIRE SIZE.
 - J. ALL TRENCHES IN FIRE LANES SHALL HAVE THE SOIL ENGINEER OR CIVIL ENGINEER CONDUCT COMPACTION TESTING TO ASSURE RESTORATION OF FIRE ROAD AS PER CITY OF MILPITAS FIRE APPARATUS SUTPHEN S95 AERIAL PLATFORM UNIT. CFC SECTION 503.2.3.
 - K. ALL PULL BOXES IN FIRE ROADS SHALL BE TRAFFIC RATED.



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3 RESTROOM BUILDING PLAN
 SCALE: 1/4" = 1' - 0"

Designer Stamp: _____
 Record Drawings
 Designer: _____ Date: _____
 Public Works Inspector: _____ Date: _____
 Utility/Facility Dept. Head: _____ Date: _____
 Project Engineer: _____ Date: _____
 Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: **MO** Date: **04/26/19**
 Checked By: **JG** Date: **04/26/19**
 Designed By: **JM** Date: **04/26/19**

Revisions			
Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
 ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
 PROJECT NO. 5111, 3424 AND 6133

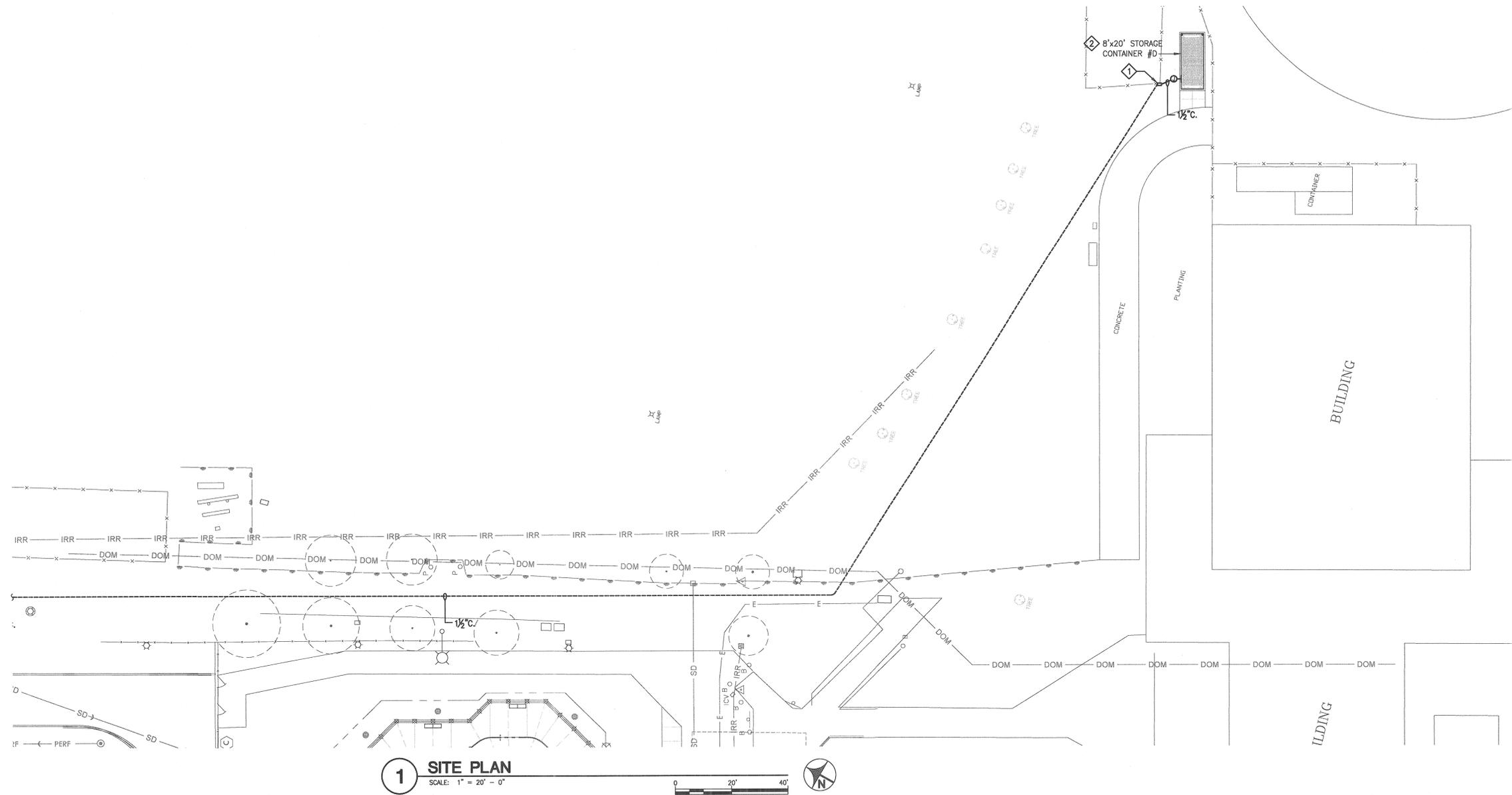
RESTROOM ELECTRICAL SITE PLAN - NEW

RECOMMENDED FOR BIDDING BY: *[Signature]* DATE: **5/1/19**
 WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
 DRAWING NO. RE-1.1
 Rec. Dwg No. 2-###
 SCALE: AS NOTED
 SHEET 83 OF 87
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BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19

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1 SITE PLAN
SCALE: 1" = 20' - 0"

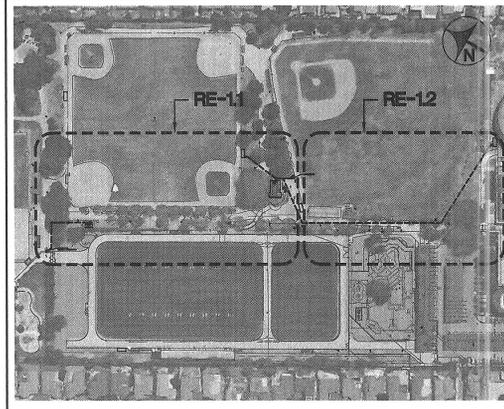
REFERENCE SHEET NOTES

- ◇ 10"x17" UNDERGROUND PULLBOX.
- ◇ GFI RECEPTACLE MOUNTED INSIDE STORAGE CONTAINER. REFER TO DETAIL SHEET.

GENERAL SHEET NOTES

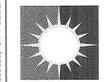
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- E. UNDERGROUND POWER AND SIGNAL PULLBOX SHALL BE 17"x30" U.O.N. REFER TO ELECTRICAL DETAIL DRAWINGS.
- F. ELECTRICAL DEVICES SHOWN TO BE EXISTING SHALL REMAIN AND BE PROTECTED DURING CONSTRUCTION. IF DAMAGED, CONTRACTOR SHALL RESTORE TO ITS ORIGINAL CONDITION, OR AS REQUIRED BY UNIVERSITY.
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- J. ALL TRENCHES IN FIRE LANES SHALL HAVE THE SOIL ENGINEER OR CIVIL ENGINEER CONDUCT COMPACTION TESTING TO ASSURE RESTORATION OF FIRE ROAD AS PER CITY OF MILPITAS FIRE APPARATUS SUTPHEN S95 AERIAL PLATFORM UNIT. CFC SECTION 503.2.3.
- K. ALL PULL BOXES IN FIRE ROADS SHALL BE TRAFFIC RATED.

KEY MAP



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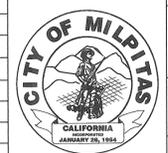


Record Drawings

Designer: _____	Date: _____	Drawn By: MO Date: 04/26/19
Public Works Inspector: _____	Date: _____	Checked By: JG Date: 04/26/19
Utility/Facility Dept. Head: _____	Date: _____	Designed By: JM Date: 04/26/19
Project Engineer: _____	Date: _____	
Public Improvements Initially Accepted by the City Council on: _____	Rea. No. _____	

Revisions

Num.	Description	Engr. Aprv.	Date



**CITY OF MILPITAS
ENGINEERING DIVISION**
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

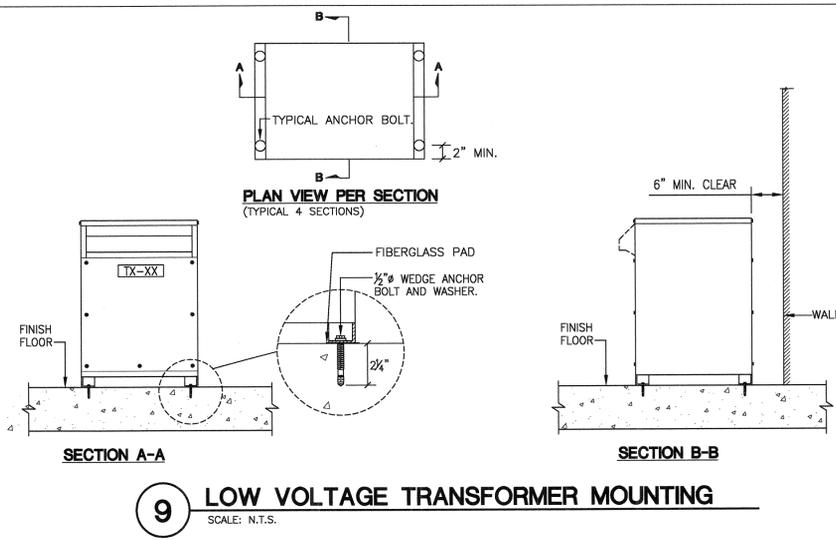
RESTROOM ELECTRICAL SITE PLAN - NEW

RECOMMENDED FOR BIDDING BY: *WooJae Kim* DATE: **5/1/19**
WooJae Kim, P.E., CIP Manager

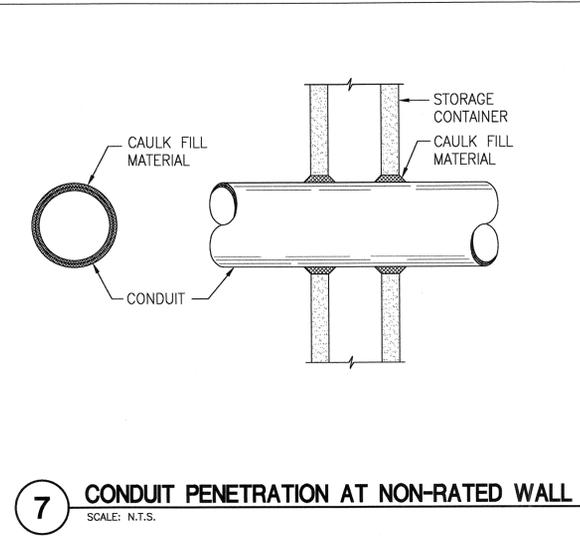
PROJECT NO. 5111, 3424 & 6133
DRAWING NO. RE-12
Rec. Dwg No. 2-###
SCALE AS NOTED
SHEET 84 OF 87

BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19

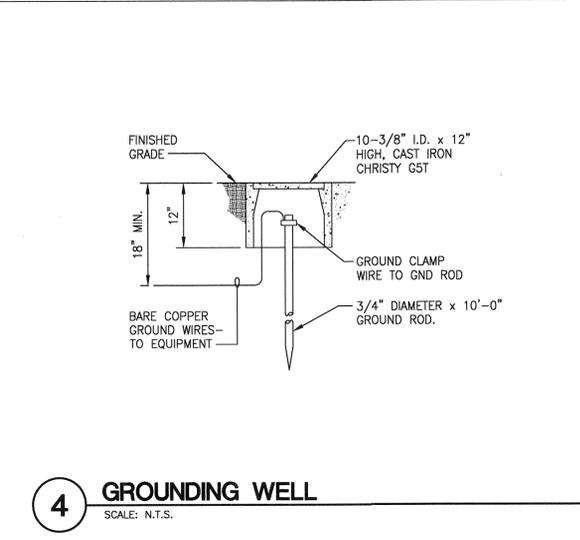
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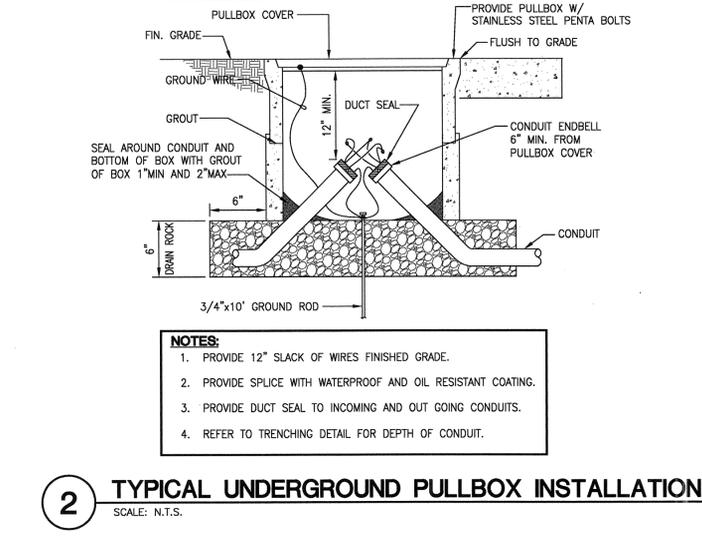
9 LOW VOLTAGE TRANSFORMER MOUNTING
SCALE: N.T.S.



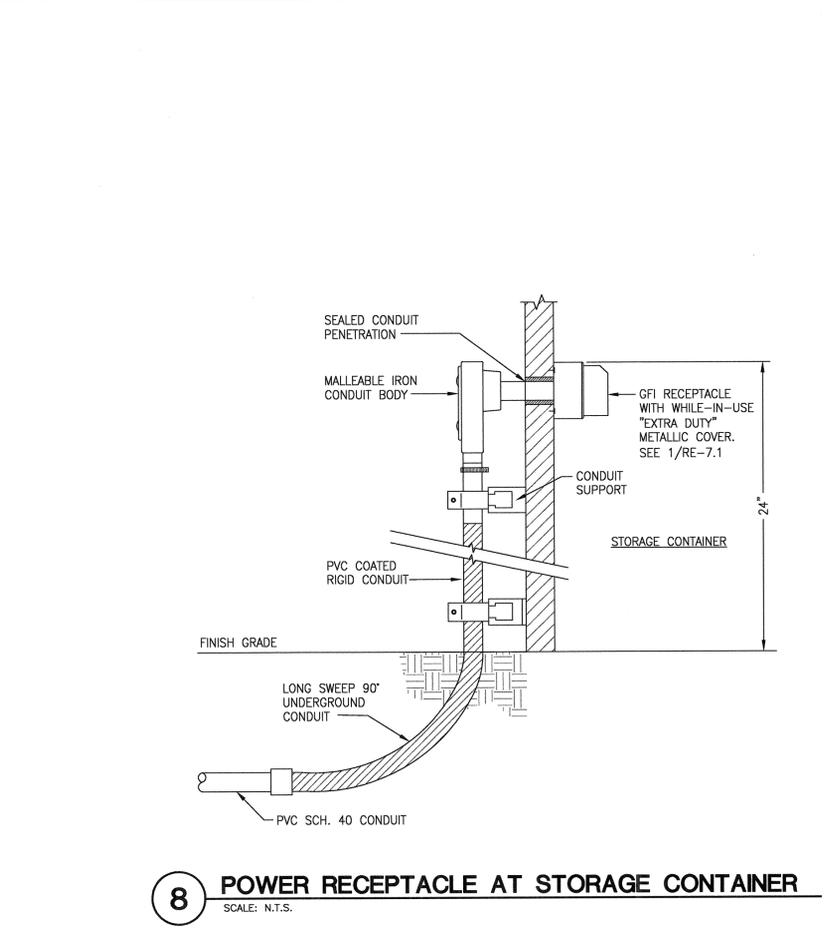
7 CONDUIT PENETRATION AT NON-RATED WALL
SCALE: N.T.S.



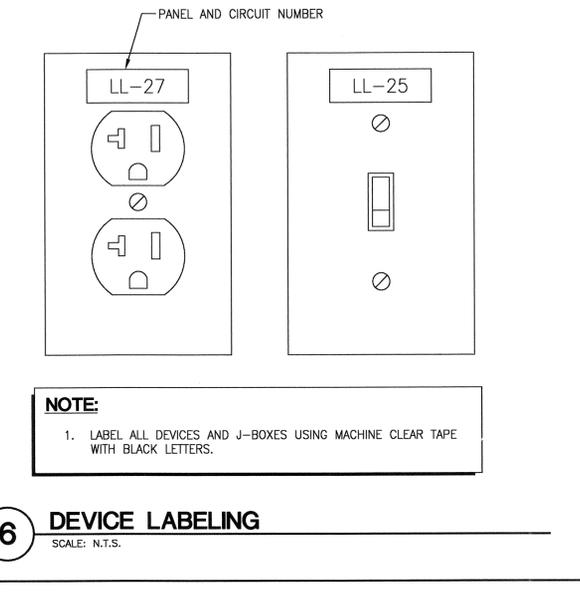
4 GROUNDING WELL
SCALE: N.T.S.



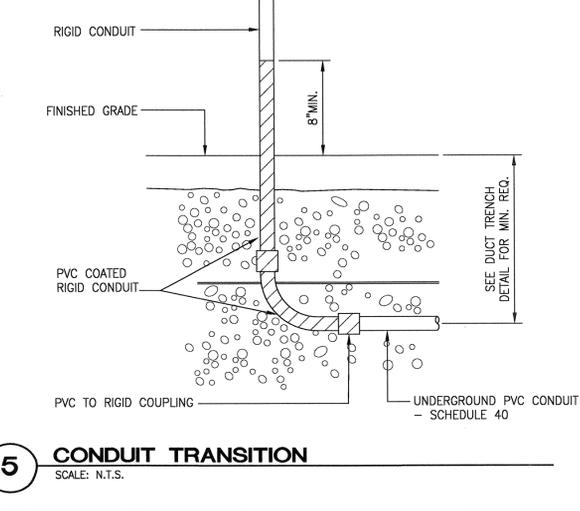
2 TYPICAL UNDERGROUND PULLBOX INSTALLATION
SCALE: N.T.S.



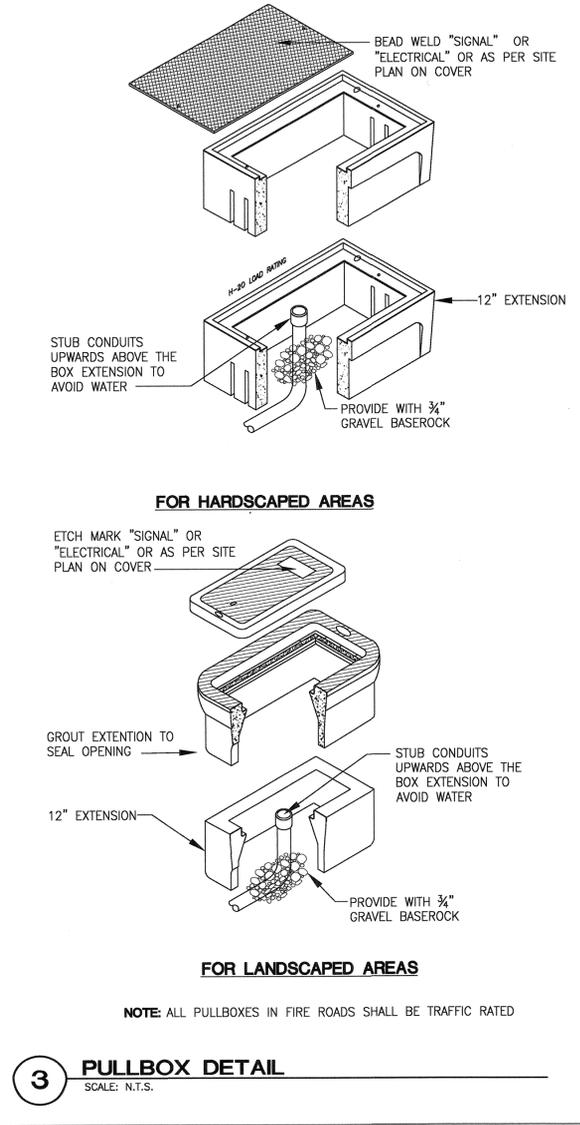
8 POWER RECEPTACLE AT STORAGE CONTAINER
SCALE: N.T.S.



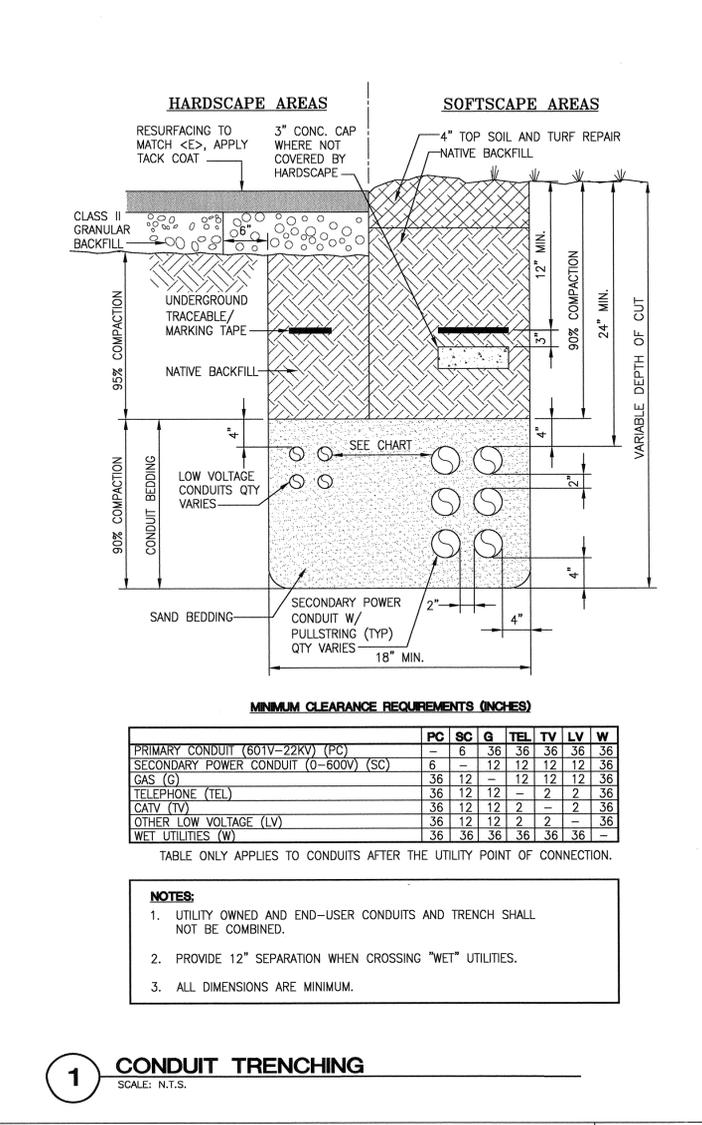
6 DEVICE LABELING
SCALE: N.T.S.



5 CONDUIT TRANSITION
SCALE: N.T.S.



3 PULLBOX DETAIL
SCALE: N.T.S.



1 CONDUIT TRENCHING
SCALE: N.T.S.

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VERDE DESIGN
LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORT PLANNING & DESIGN
2455 The Alameda
Santa Clara, CA 95050
tel: 408.985.7200
fax: 408.985.7260
www.VerdeDesignInc.com

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on _____ Res. No. _____

Drawn By: **MO** Date: **04/26/19**
Checked By: **JG** Date: **04/26/19**
Designed By: **JM** Date: **04/26/19**

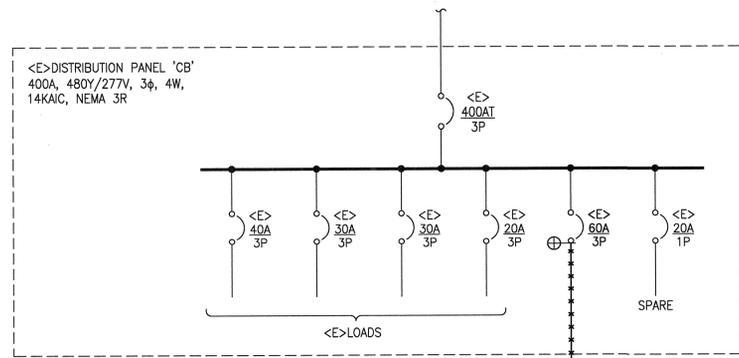
Revisions				
Num.	Description	Engr. Appr.	Date	

CITY OF MILPITAS
ENGINEERING DIVISION
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133
RESTROOM ELECTRICAL DETAILS

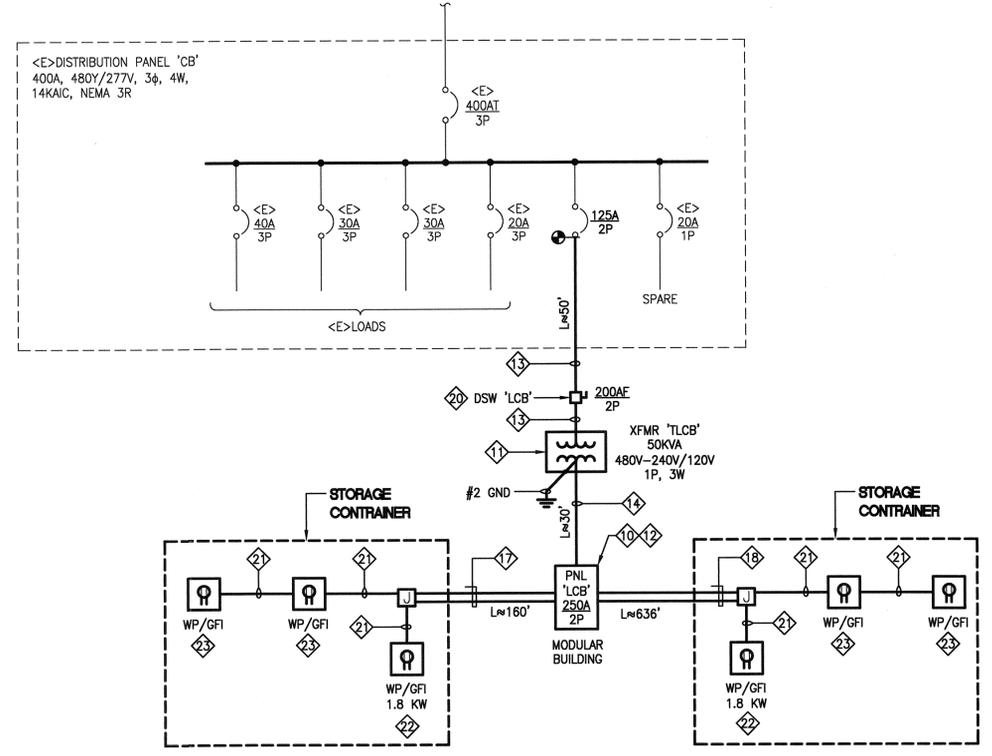
RECOMMENDED FOR BIDDING BY: *WooJae Kim* DATE: **5/1/19**
WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. **RE-5.1**
Rec. Dwg No. **2-####**
SCALE: **AS NOTED**
SHEET **85** OF **87**

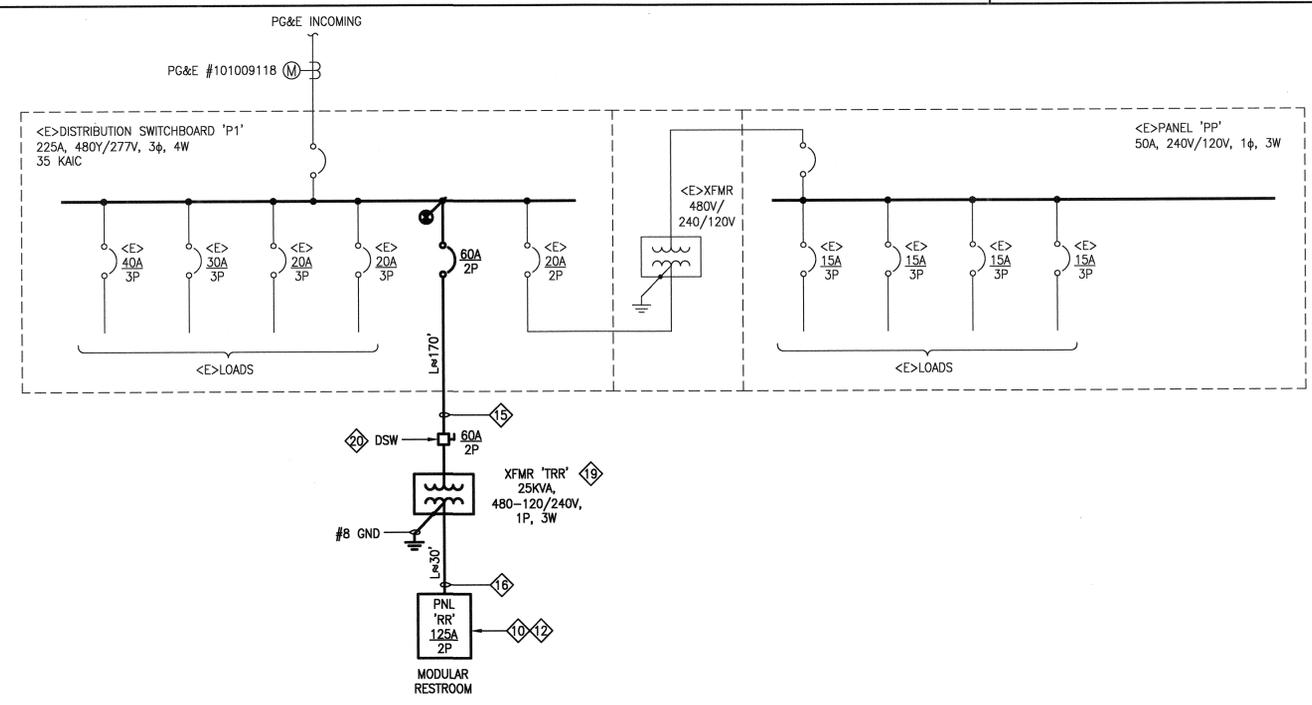
BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19



2 DISTRIBUTION PANEL 'CB' SINGLE LINE DIAGRAM - DEMO
SCHEMATIC



1 DISTRIBUTION PANEL 'CB' SINGLE LINE DIAGRAM - NEW
SCHEMATIC



3 DISTRIBUTION PANEL SINGLE LINE DIAGRAM
SCHEMATIC

- REFERENCE SHEET NOTES**
- DEMO:**
- 1 DEMO ELECTRICAL EQUIPMENT. DISCONNECT AND REMOVE CONDUITS AND WIRES.
- NEW:**
- 10 PROVIDE POWER TO MODULAR BUILDING PANELBOARD. COORDINATE CONDUIT ROUTING WITH MODULAR BUILDING INSTALLER.
 - 11 50KVA, 480-120/240V, 1P, 3W TRANSFORMER, NEMA 1. COORDINATE CONDUIT ROUTING WITH MODULAR BUILDING INSTALLER.
 - 12 PANELBOARD PROVIDED BY MODULAR BUILDING.
 - 13 2" - (2)#1/0 + #6 GND.
 - 14 2-1/2" - (3)300KCMIL + #4 GND.
 - 15 1" - (2)#4 + #8 GND.
 - 16 1-1/2" - (3)#1 + #6 GND.
 - 17 1" - (4)#8 + #10 GND.
 - 18 1-1/2" - (4)#4 + #8 GND.
 - 19 25KVA, 480-120/240V, 1P, 3W, NEMA 1 TRANSFORMER. COORDINATE CONDUIT ROUTING WITH MODULAR BUILDING INSTALLER.
 - 20 HEAVY DUTY NEMA 1 DISCONNECT SWITCH.
 - 21 ROUTE (2)#10 + #10 GND.
 - 22 DUPLEX GFI RECEPTACLE, 20A, 125V, NEMA 5-20. DEDICATED CIRCUIT FOR GOLF CART CHARGER. COORDINATE LOCATION IN FIELD.
 - 23 DUPLEX GFI RECEPTACLE, 20A, 125V, NEMA 5-20. COORDINATE LOCATION IN FIELD.

- GENERAL SHEET NOTES**
- A. CIRCUIT BREAKER TERMINALS IN PANELBOARD SHALL BE U.L LISTED AND APPROVED FOR USE COPPER 75 DEGREE CELSIUS CONDUCTORS.
 - B. FINAL TERMINATIONS OF CONDUCTORS TO ELECTRICAL EQUIPMENT AND DEVICES SHALL BE TORQUE WRENCH TIGHTENED TO THE MANUFACTURER'S RECOMMENDED SPECIFICATION, NO EXCEPTION. PROVIDE NEUTRAL TEST AND PROOF OF TORQUE DURING FINAL INSPECTION FOR ALL UNITS.
 - C. SIZES OF BREAKERS, SWITCHES, FUSES AND FEEDERS ARE BASED ON DESIGNED EQUIPMENT SIZES. THESE SIZES SHALL BE ADJUSTED TO SATISFY REQUIREMENTS OF ACTUAL INSTALLED OR SUBSTITUTE EQUIPMENT. UP SIZING OR DOWNSIZING OF FEEDERS SHALL BE PROVIDED WITHOUT ADDITIONAL COST TO THE OWNER.
 - D. AS REQUIRED ALL OVERSIZED FEEDERS THAT WERE ADJUSTED IN SIZE TO COMPENSATE FOR VOLTAGE DROP SHALL BE PROVIDED WITH ADAPTER LUGS OR SPLICE BOX. ADAPTER LUGS SHALL BE PROVIDED IF SIZE IS AVAILABLE. OTHERWISE PROVIDE CABLE SPLICES IN THE SPLICE BOX TO REDUCE CABLES TO THE MAXIMUM SIZE THAT THE BREAKER LUGS CAN ACCOMMODATE.

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Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
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Public Improvements Initially Accepted by the City Council on _____ Res. No. _____

Drawn By: MO Date: 04/26/19
Checked By: JG Date: 04/26/19
Designed By: JM Date: 04/26/19

Revisions

Num.	Description	Engr. Appr.	Date

CITY OF MILPITAS ENGINEERING DIVISION
MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133
RESTROOM ELECTRICAL SINGLE LINE DIAGRAM

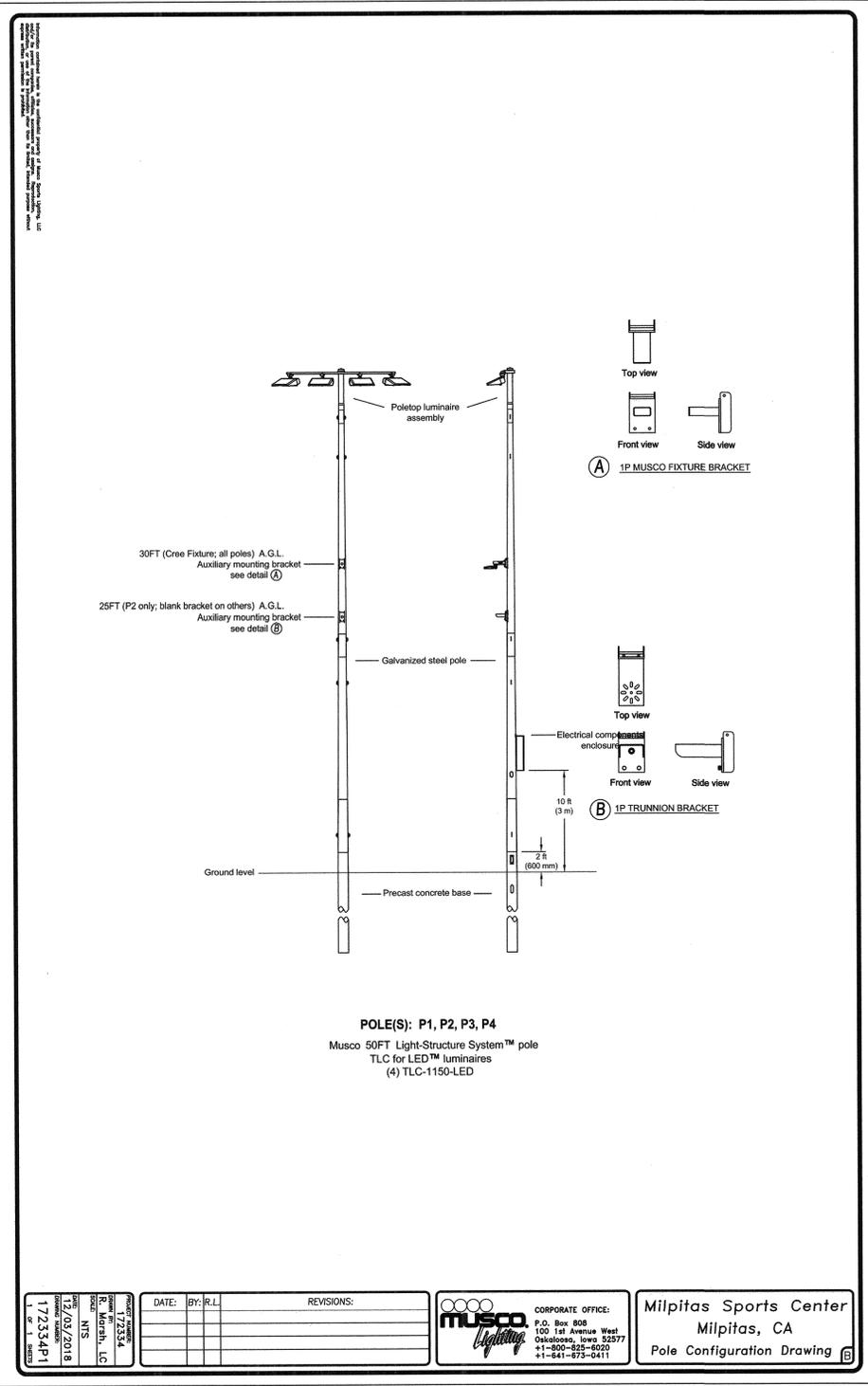
RECOMMENDED FOR BIDDING BY: WJK DATE: 5/1/19
WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133
DRAWING NO. RE-7.1
Rec. Dwg No. 2-####
SCALE: AS NOTED
SHEET 86 OF 246

ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED ON THIS DRAWING ARE OWNED BY AND THE PROPERTY OF VERDE DESIGN, INC. AND WERE CREATED, EVOLVED, AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED, REPRODUCED, OR PUBLISHED BY ANY METHOD, IN WHOLE OR IN PART, OR IN CONNECTION WITH ANY PROJECT, WITHOUT WRITTEN PERMISSION OF VERDE DESIGN, INC.

BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19

ALL IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF VERDE DESIGN, INC. AND WERE CREATED, DEVELOPED, AND DESIGNED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED, REPRODUCED, OR PUBLISHED IN ANY MANNER, OR FOR ANY PURPOSE WHATSOEVER WITHOUT WRITTEN PERMISSION OF VERDE DESIGN, INC.



DATE: 11/23/2018	BY: NIS	REVISIONS:
Milpitas Sports Center Milpitas, CA Pole Configuration Drawing		

POLE FOUNDATION SCHEDULE (SEE LIGHT POLE FOUNDATION DETAIL)					
TYPE	ASD GROUNDLINE FORCES (MAXIMUM)			C.I.P. DEEP FOUNDATION	
	MOMENT (M) KIP-FT	SHEAR (V) KIPS	VERTICAL (P) KIPS *	DIAMETER INCHES	EMBEDMENT FEET
LSS50-AB	26.460	0.900	0.898	30"	10'-0"

* VERTICAL FORCE DOES NOT INCLUDE WEIGHT OF PRECAST BASE. VERTICAL (P) LOAD IS THE DRESSED POLE WEIGHT FOR ERECTION PURPOSES.

PRECAST BASE IDENTIFICATION				
PRECAST BASE TYPE	WEIGHT LBS	OVERALL LENGTH FEET	HEIGHT ABOVE GRADE FEET	OUTSIDE DIAMETER INCHES
2B	1,840	17'-3"	7'-3"	12.00"

POLE IDENTIFICATION				
LOCATION MARK	POLE TYPE	PRECAST BASE TYPE	FIXTURE CONFIGURATION (MAX # OF FIXTURES PER CROSSARM)	FIXTURE EPA (MAXIMUM)
P1, P2, P3, P4	LSS50-AB	2B	4	7.2

LED600 FIXTURE: EPA = 1.8 SQ-FT MAX & WEIGHT = 40 LBS (FIXTURE ALONE), PER MUSCO LIGHTING, INC.

POLE AUXILIARY ATTACHMENTS		
LOCATION MARK	ATTACHMENT TYPE & QUANTITY	ATTACHMENT ELEVATION A.G.L. - FT
P1, P2, P3, P4	(1) CREE OSQ	30

GENERAL NOTES

ALL CONSTRUCTION AND WORKMANSHIP SHALL CONFORM TO THE CALIFORNIA BUILDING CODE, 2016 EDITION.

WIND - ASCE 7-10, Vult = 110 MPH (EXPOSURE C); Vasd = 85 MPH (EXPOSURE C), RISK CATEGORY II

SEISMIC - SS=2.002; S1=0.815; SDS=1.34; SD1=1.20; Risk Category=II; I=1.0; SITE CLASS=I; R=1.5; SEISMIC DESIGN CATEGORY=I

ISOLATION AND PLACED ON NON-BUILDING STRUCTURE, NOT SIMILAR TO BUILDINGS; ANALYSIS PROCEDURE-EQUIVALENT LATERAL FORCE PROCEDURE.

REFERENCE POLE LOCATION DRAWING FOR ACTUAL POLE PLACEMENT AND SITE LOCATION.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION PROCEDURES AND SAFETY CONDITIONS AT THE JOB SITE.

SOIL DESIGN PARAMETERS

REFERENCE CHAPTER 18 SECTIONS 1806, 1807 AND 1810 OF THE 2016 EDITION OF THE CALIFORNIA BUILDING CODE. ASSUME CLASS 3 SOILS.

ASSUMED ALLOWABLE END BEARING SOIL PRESSURE: 1,500 PSF (TABLE 1806.2) OR 250 PSF SKIN FRICTION (SECTION 1810.3.3.1.4)

ASSUMED ALLOWABLE LATERAL PASSIVE SOIL BEARING PRESSURE: 200 PSF/FT FOR ISOLATED POLES NOT AFFECTED BY A 0.5 INCH MOTION AT THE GROUND SURFACE (SECTION 1806.3.4)

ASSUMED DESIGN SOIL PARAMETERS ARE AS NOTED. ACTUAL ALLOWABLE SOIL DESIGN PARAMETERS AT LEVEL OR SLOPING CONDITIONS (IF ANY) MUST BE VERIFIED BY A GEOTECHNICAL ENGINEER.

ENCOUNTERING SOIL FORMATIONS THAT WILL REQUIRE SPECIAL DESIGN CONSIDERATIONS OR EXCAVATION PROCEDURES MAY EXIST. POLE FOUNDATIONS MAY NEED TO BE REANALYZED ACCORDING TO THE SOIL CONDITIONS THAT EXIST.

IF ANY DISCREPANCIES OR INCONSISTENCIES ARISE, NOTIFY THE ENGINEER OF SUCH DISCREPANCIES. FOUNDATIONS WILL THEN BE REVISED ACCORDINGLY.

ALL PRECAST BASES AND CONCRETE BACKFILL MUST BEAR ON AND AGAINST FIRM, UNDISTURBED SOIL OR AS APPROVED BY A GEOTECHNICAL ENGINEER.

ALL EXCAVATIONS MUST BE FREE OF LOOSE SOIL AND DEBRIS PRIOR TO FOUNDATION CONSTRUCTION AND SOILS TO BE EXCAVATED AND REMOVED MUST BE PROPERLY CAVING OCCURS. IN SUCH A CASE, APPROVAL BY A GEOTECHNICAL ENGINEER IS REQUIRED.

ALL EXCAVATIONS MUST BE FREE OF WATER OR CONCRETE SHALL BE PLACED WITH A TRENCH PIPE IN ACCORDANCE WITH ALL STANDARDS. CONCRETE PLACED BY THE TRENCH METHOD SHALL BE PLACED WITH A MINIMUM STRENGTH OF 1,000 PSI GREATER THAN REQUIRED SINGLE CONCRETE BACKFILL BELOW.

CONCRETE BACKFILL

CONCRETE BACKFILL WITHOUT STEEL REINFORCEMENT SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH AT 28 DAYS OF 3,000 PSI (2,500PSI USED FOR STRUCTURAL DESIGN).

CONCRETE BACKFILL SHALL ATTAIN A MINIMUM STRENGTH OF 2,500 PSI PRIOR TO STEEL POLE ERECTION.

MIX TYPE II/V PORTLAND CEMENT OR AS RECOMMENDED BY THE ENGINEER.

MIX IN CONFORMANCE WITH ASTM C-94

AGGREGATES PER ASTM C-33 (1" MAX AGG. SIZE) 3/4" MAX AGG. SIZE ACCEPTABLE WHERE PUMP MIXES ARE USED AT UNREINFORCED CONCRETE BACKFILL.

PLACE CONCRETE IMMEDIATELY AFTER COMPLETION OF EXCAVATION AND INSPECTION BY THE GEOTECHNICAL ENGINEER. NO EXCAVATIONS SHALL BE LEFT UNPROTECTED OR OPEN OVERNIGHT.

CONCRETE SHALL BE PLACED IN ONE CONTINUOUS OPERATION (NO CONSTRUCTION JOINT) TO GRADE WITH SPECIAL EQUIPMENT WITH A MAXIMUM FREEFALL OF 5 FT AND TO PREVENT CONCRETE FROM STRIKING THE SIDES OF THE EXCAVATION. VIBRATE TOP 5 FT.

MISCELLANEOUS

POLES MUST BE LOCATED TO MAINTAIN 10'-0" MINIMUM HORIZONTAL CLEARANCE FROM ANY OBSTRUCTION.

POLES, FIXTURES, PRECAST BASES, ELECTRICAL ITEMS, PLATFORMS, SPECIFICATIONS, AND INSTALLATION PER MUSCO LIGHTING, INC.

SCALE: NO SCALE

STATEMENT OF SPECIAL INSPECTIONS*		
ITEM	CONTINUOUS/PERIODIC	SCOPE
1. PIER FOUNDATIONS	CONTINUOUS	INSPECT INSTALLATION OF DRILLED PIER FOUNDATIONS. VERIFY DIAMETER, EMBEDMENT DEPTHS AS SCHEDULED, DEPTHS OF FILL, AND BEARING STRATA
2. CONCRETE PLACEMENT	CONTINUOUS	INSPECT PLACEMENT OF CONCRETE FOR PROPER APPLICATION TECHNIQUES. VERIFY THAT CONCRETE CONVEYANCE AND DEPOSITING AVOIDS SEGREGATION OR CONTAMINATION. VERIFY THAT CONCRETE IS PROPERLY CONSOLIDATED.
3. CRETEX PRECAST/PRESTRESSED CONCRETE BASES	(PCI CERTIFIED)	FABRICATOR EXEMPT.** REFERENCE ICC ESR-3765.
4. STRUCTURAL STEEL	(L.A. CITY APPROVED)	FABRICATOR EXEMPT.** REVIEW CERTIFIED MILL TESTS REPORTS AND IDENTIFICATION MARKINGS.

* The Special Inspector shall be a qualified person who shall demonstrate competence to the satisfaction of the Building Official for inspection of the particular type of construction or operation requiring special inspection.
**Special inspections shall not be required when the work is done on the premises of a fabricator registered and approved by the City to perform such work without special inspection.



POLE SUPPORT FOUNDATION	MUSCO LIGHTING, INC. 2107 STEWART ROAD MUSCATINE, IOWA 52761 MUSCO No. 189971	DATE 03/18/19
MILPITAS SPORTS CENTER SKATE PARK MILPITAS, CA	KNA STRUCTURAL ENGINEERS 9931 MUIRLANDS BLVD. IRVINE CA, 92618 KNA No. 363.460	SHEET C1 OF 1



Record Drawings	
Designer: _____	Date: _____
Public Works Inspector: _____	Date: _____
Utility/Facility Dept. Head: _____	Date: _____
Project Engineer: _____	Date: _____
Public Improvements Initially Accepted by the City Council on: _____	Res. No. _____

Drawn By: RK/JJ Date: 04/26/19

Checked By: JM Date: 04/26/19

Designed By: CS Date: 04/26/19

Revisions			
Num.	Description	Engr. Appr.	Date
1			



CITY OF MILPITAS
ENGINEERING DIVISION

MILPITAS SKATE PARK AND CONCESSION / STORAGE / RESTROOM BUILDINGS
PROJECT NO. 5111, 3424 AND 6133

MUSCO LIGHTING PLAN AND DETAILS

RECOMMENDED FOR BIDDING BY: WJK DATE: 5/1/19
WooJae Kim, P.E., CIP Manager

PROJECT NO. 5111, 3424 & 6133	DRAWING NO. ML.1
REC. DWG NO. 2-###	SCALE: AS NOTED
SHEET: 87 OF 87 247	

BID SUBMITTAL - BUILDING DEPARTMENT SUBMITTAL CONSTRUCTION DRAWINGS - 04/26/19



CITY OF MILPITAS
ENGINEERING DIVISION
BID SUMMARY

Project Name: Milpitas Skate Park & Concession/Restroom Building
Project No.: 5111
Bid Date: May 24, 2019 at 10 am

ITEM	DESCRIPTION	Qty.	UNIT	Engineer's Estimate		Apparent Low Bidder		Saboco Inc.		Integra Construction	
				Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	Mobilization (Max. 5% of total base bid)	1	LS	208,210.00	\$208,210.00	40,000.00	\$40,000.00	200,000.00	\$200,000.00	207,500.00	\$207,500.00
2	Site Clearing and Demolition	1	LS	125,415.00	\$125,415.00	165,000.00	\$165,000.00	310,000.00	\$310,000.00	225,311.00	\$225,311.00
3	Storm Water Pollution Prevention	1	LS	70,000.00	\$70,000.00	15,000.00	\$15,000.00	68,000.00	\$68,000.00	26,000.00	\$26,000.00
4	Construction Facilities and Temporary Controls	1	LS	\$67,647.00	\$67,647.00	\$32,000.00	\$32,000.00	\$52,000.00	\$52,000.00	\$20,500.00	\$20,500.00
5	Earthwork	1	LS	\$107,817.00	\$107,817.00	\$624,000.00	\$624,000.00	\$218,000.00	\$218,000.00	\$436,658.00	\$436,658.00
6	Miscellaneous Concrete Work including Paving, ADA ramps, curbs, cheek walls, ramps, mat slab and stairs	1	LS	\$375,000.00	\$375,000.00	\$500,000.00	\$500,000.00	\$261,000.00	\$261,000.00	\$534,287.00	\$534,287.00
7	Skate Park Facility	1	LS	\$1,800,000.00	\$1,800,000.00	\$700,000.00	\$700,000.00	\$1,210,000.00	\$1,210,000.00	\$1,079,636.00	\$1,079,636.00
8	Decomposed Granite Paving and Header	1	LS	\$3,840.00	\$3,840.00	\$15,000.00	\$15,000.00	\$211,000.00	\$211,000.00	\$20,098.00	\$20,098.00
9	Sports and Safety Lighting	1	LS	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$570,000.00	\$570,000.00	\$607,238.00	\$607,238.00
10	Site Furnishings	1	LS	\$122,061.00	\$122,061.00	\$900,000.00	\$900,000.00	\$90,000.00	\$90,000.00	\$708,786.00	\$708,786.00
11	Miscellaneous Fencing	1	LS	\$141,082.00	\$141,082.00	\$150,000.00	\$150,000.00	\$315,000.00	\$315,000.00	\$164,697.00	\$164,697.00
12	Irrigation	1	LS	\$62,071.00	\$62,071.00	\$65,000.00	\$65,000.00	\$110,000.00	\$110,000.00	\$47,255.00	\$47,255.00
13	Landscaping - 24-inch box trees	5	EA	\$2,900.00	\$14,500.00	\$350.00	\$1,750.00	\$2,400.00	\$12,000.00	\$1,950.00	\$9,750.00
14	Landscaping - 1 gallon shrubs	426	EA	\$25.00	\$10,650.00	\$14.00	\$5,964.00	\$188.00	\$80,088.00	\$130.00	\$55,380.00
15	Landscaping - Sod	10,486	SF	\$2.50	\$26,215.00	\$1.00	\$10,486.00	\$4.00	\$41,944.00	\$1.17	\$12,268.62
16	Landscaping- Soil Preparation	11,536	SF	\$1.00	\$11,536.00	\$1.00	\$11,536.00	\$2.00	\$23,072.00	\$2.60	\$29,993.60
17	Landscaping - 3-inch mulch layer	3,040	SF	\$1.00	\$3,040.00	\$4.00	\$12,160.00	\$1.50	\$4,560.00	\$2.60	\$7,904.00
18	Landscaping - Root Barrier	113	LF	\$20.00	\$2,260.00	\$20.00	\$2,260.00	\$25.00	\$2,825.00	\$32.50	\$3,672.50
19	60 Day Landscape Maintenance Period	1	LS	\$2,000.00	\$2,000.00	\$7,000.00	\$7,000.00	\$20,000.00	\$20,000.00	\$7,741.58	\$7,741.58
20	Domestic Water System	1	LS	\$13,909.00	\$13,909.00	\$15,000.00	\$15,000.00	\$96,000.00	\$96,000.00	\$39,780.00	\$39,780.00
21	Building Sanitary Sewer System	1	LS	\$15,088.00	\$15,088.00	\$7,000.00	\$7,000.00	\$48,000.00	\$48,000.00	\$20,540.00	\$20,540.00
22	8-inch Sanitary Sewer System	1	LS	\$160,053.00	\$175,000.00	\$25,000.00	\$25,000.00	\$119,000.00	\$119,000.00	\$37,856.00	\$37,856.00
23	Storm Drainage System, including lift station and biofiltration	1	LS	\$157,383.00	\$157,383.00	\$300,000.00	\$300,000.00	\$282,000.00	\$282,000.00	\$122,148.00	\$122,148.00
Total Base Bid					\$4,014,724.00		\$4,104,156.00		\$4,344,489.00		\$4,425,000.30

Alternative Bids

1	Shade Structure - Metal	Add			\$50,800.00						\$35,000.00
2	Shade Structure - Fabric	Add			\$158,750.00						\$80,000.00
3	Picnic Tables	Add			\$7,239.00						\$15,000.00
4	Northern modular restroom building including site clearing and demolition, SWPP, earthwork, concrete, fencing, landscaping, site furnishings, domestic water, sanitary sewer, and storm drainage systems, and electrical	Add			\$362,110.00					\$410,000.00	\$141,207.00
5	Stucco at concession/restroom building	Add			\$25,000.00					\$51,000.00	\$30,000.00
6	60 foot flag pole and foundation	Add			\$19,050.00					\$6,500.00	\$9,000.00
7	Class 2 Aggregate base at storage containers	Deduct			-\$14,884.00					-\$25,000.00	-\$7,500.00
Total Alternative Bid					\$608,065.00		\$652,500.00		\$697,500.00		\$302,707.00
Total Base Bid Plus Alternative Bid					\$4,622,789.00		\$4,756,656.00		\$5,041,989.00		\$4,727,707.30

Calculation Error

List of Sub-Contractors

Description	Suarez & Munoz	Saboo Inc.	Integra Construction
Skate Park	California Skate Parks	Evergreen	California Skate Park
Grading & Paving		A&A Paving	
Electrical	Columbia Electric	Carma Professional Services	
Plumbing	AAA Fence	USA Shade & Fabric Structures	Triple A Fence
Fencing	Bay Area Welding		
Shade Structure	Public Restroom Co.		James Brennan
Hand Rails & Guard Rails			Public Restroom Co.
Site Work & Utilities			
Restroom			

Construction Change Order Policy for Milpitas Skate Park and Concession/Restroom Buildings, Project No. 5111, 3424, 6133.

2007 City Council Approved Construction Change Order Policy

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

Milpitas Skate Park and Concession/Restroom Buildings Project Change Order Policy

<u>Construction Award Award Amount</u>	<u>Individual Administrative Change Order Authority</u>	<u>Cumulative Change Order Authority</u>
\$4,579,156	N/A	\$690,000

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	Amount	Account	Amount
Check one: <input checked="" type="checkbox"/> Budget Appropriation <input type="checkbox"/> Budget Transfer	100-3940 321-9515111153831	\$800,000 \$800,000	100-2940 321-951511174800	\$800,000 \$800,000

Approve Project Plans and Specifications, Approve a Budget Appropriation, Adopt a Resolution to Award a Construction Contract, Authorize the City Manager to Execute the Contract to the Lowest Responsible Bidder Submitting a Responsive Bid, Suarez and Munoz Construction, Inc., in the amount of \$4,579,156 for the Milpitas Skate Park and Concession/Storage/Restroom Buildings, Project No. 5111, CP No. 3424, and CP No. 6133; and Authorize the Engineering Director/City Engineer to Negotiate and Execute Contract Change Order(s) in an Aggregate Amount Not to Exceed \$690,000 for the Project.

Background:

The Milpitas Skate Park and Concession/Storage/Restroom Buildings, Project No. 5111, CP No. 3424, and CP No. 6133, (collectively referred to herein as the "Project"), is included in the approved 2018-2023 Capital Improvement Program. The Project provides for the construction of a 20,000-square foot skate park facility, replacement of the aging concession/ restroom building, addition of a second two stall restroom building, installation of new equipment storage for the sports leagues, and rehabilitation of a sanitary sewer pipeline at the Milpitas Sports Center Complex located at 1325 E. Calaveras Boulevard.

On September 4, 2018, the City Council approved the conceptual design for the Project, and staff has completed the Plans and Specifications in accordance with the approved concept design (**Attachment 2**), and they are now ready for City Council approval. A copy of the construction plans and specifications are included as (**Attachment 3**).

The Project was advertised for bid proposals in the Milpitas Post on April 26th and May 3, 2019. The bid documents included seven Add Alternate bid items (1 to 7). The Add Alternate bid items include; Metal roof shade structure (Alternate Bid Item 1) Fabric Shade structure (Alternate Bid Item 2), additional picnic tables (Alternate Bid Item 3), installation of an additional two stall modular restroom building (Alternate Bid Item 4); Stucco finish on the concession/restroom building (Alternate Bid Item 5), 60-foot flag pole (alternate bid item 6), and a credit for an aggregate base foundation in lieu of mat slab foundation for storage containers (Alternate bid item 7).

The Engineer's estimate for the Project base bid is \$4,014,724, and the estimated cost for the seven Alternate bid items is an additional \$608,065. Bid opening was held on May 24, 2019.

Analysis:

The May 24, 2019 bid opening resulted in the City receiving three sealed bid proposals, which ranged in pricing from \$4,104,156 to \$4,425,000 for the base bid. The lowest responsible bidder submitting a responsive bid is Suarez and Munoz Construction, Inc. in the amount of \$4,104,156. No bid protests were filed with the City in regards to this project. The Summary of Bid Results is shown in **Attachment 4**, and shown in the table below:

Bidder	Location	Base Bid	Alternative Bid	Total Bid
Engineers Estimate		\$4,014,724	\$608,065	\$4,622,789
Suarez & Munoz Construction, Inc.	Hayward	\$4,104,156	\$652,500	\$4,756,656
Saboo Inc.	Brentwood	\$4,344,489	\$697,500	\$5,041,989
Integra Construction	Pleasanton	\$4,425,000	\$302,707	\$4,727,707

The bid pricing submitted by the apparently low bidder, Suarez & Munoz Construction is approximately 1.5% higher than the Engineer's Estimate, and the highest bid price submitted is just over 10% higher. The higher than anticipated pricing is due to the current Bay Area construction market, and related to the specialized and precise concrete work required for the skate park features.

Following review of proposals, staff recommends awarding the Project construction contract for the Base Bid and Alternate Bid Items 1 and 4 to Suarez & Munoz Construction Inc. for a total price of \$4,579,156. A budget appropriation of \$800,000 from the City's General Fund Reserves is required to award this contract.

As previously approved for the successful completion of recent projects with tight completion schedules, staff is requesting the use of the same change order policy, see **Attachment 5**. This policy allows for a timely completion of the Project, while addressing the need to respond swiftly to construction conditions and approve necessary change orders in order to limit potential claims or risks to the City. The construction contingency established for this Project is \$690,000, approximately 15% of the total contract value. The change order authority is not anticipated to exceed this amount.

Fiscal Impact: A budget appropriation of \$800,000 from the City's General Fund Reserves is required to award the construction contract.

As of April 30, 2019, the available/uncommitted balances for Project No. 5111, CP No. 3424, and CP No. 6133 are as follows:

CP 5111	\$4,805,000
CP 3424	\$75,000
CP 6133	\$200,000
Requested Budget Appropriation	\$800,000
Total Balance Available for the Project:	\$5,880,000

Summary of Estimated Construction Cost:

Lowest Responsive Bidder	\$ 4,579,156
15% Construction Contingency	\$ 690,000
Administration	\$ 150,000
Inspection & Testing	\$ 460,000
Total	\$ 5,879,156

The estimated annual maintenance cost for the improvements at Milpitas Sports Center Complex is \$5,000, and it is recommended the Public Works Park Maintenance Budget be adjusted to account for this additional cost upon completion of the project.

Recommendation:

Staff recommends the City Council to approve Project Plans and Specifications; approve budget appropriation, adopt a resolution awarding a construction contract to and authorizing the City Manager to execute a contract with the lowest responsible bidder submitting a responsive bid, Suarez and Munoz Construction, Inc. in the amount of \$4,579,156; and authorize the Engineering Director/City Engineer to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$690,000 for the Project.

Attachments:

- Attachment 1: Resolution
- Attachment 2: Approved Concept Plan
- Attachment 3: Project Plans
- Attachment 4: Bid Summary
- Attachment 5: Change Order Policy

Check if City Council Approval required.

Meeting Date: June 18, 2019

Requested by:	Steve Erickson, Director of Engineering	Date: June 18, 2019
Reviewed by:	Finance Director: Walter C. Rossmann <i>WCR</i>	Date: June 18, 2019
Date approved by City Council, if required:		Confirmed by:

Item Attachment Documents:

- C7. Adopt a Resolution Authorizing the City Manager to Execute a Lease with Xerox Corporation for Copier/Multifunction Digital Devices and Full Service Maintenance through a Cooperative Procurement Contract by Region 4 Educational Services Center for a maximum contract amount of \$292,867 for 60 months (5 years).

Chris Schroeder, 408-586-3161

Recommendation:

Adopt a Resolution authorizing the City Manager to execute a Lease with Xerox Corporation for copier/multifunction digital devices and full service maintenance through a Cooperative Procurement Contract by Region 4 Educational Services Center for a 60-month (5 year) maximum contract amount of \$292,867



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Authorizing the City Manager to Execute a Lease with Xerox Corporation for Copier/Multifunction Digital Devices and Full Service Maintenance through a Cooperative Procurement Contract by Region 4 Educational Services Center for a maximum contract amount of \$292,867 for 60 months (5 years).
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	6/18/2019
Staff Contact:	Chris Schroeder, 408-586-3161
Recommendation:	Adopt a Resolution authorizing the City Manager to execute a Lease with Xerox Corporation for copier/multifunction digital devices and full service maintenance through a Cooperative Procurement Contract by Region 4 Educational Services Center for a 60-month (5 year) maximum contract amount of \$292,867

Background:

The City requires copier/multifunction digital devices and full service maintenance for the devices for the day-to-day operations of every department. The City entered into the current contract for copier/multifunction devices with Ricoh USA, Inc., on June 4, 2014 for the 60-month full service lease of 20 reconditioned copier/multi-function devices of various configurations. The lease expires on June 30, 2019.

The City of Milpitas Municipal Code Section I-2-3.08 (“Cooperative Procurement”) specifically authorizes the Purchasing Agent to make such purchases based on an agreement or cooperative purchasing program entered into by a public agency, as defined by Government Code Section 6500, regardless of whether the City is a named party to the agreement or an actual participant in such a program, provided that the underlying purchase was made using competitive negotiation or bidding procedures at least as restrictive as the City’s, and that the supplies or general services purchased must be the same and be offered at the same price as the supplies and general services subject to the agreement or program.

The Cooperative Purchasing Network (TCPN) was, as its name suggests, a cooperative purchasing organization. On July 28, 2015, TCPN was acquired by National Intergovernmental Purchasing Alliance (National IPA), another cooperative purchasing organization. On August 16, 2017 National IPA formed OMNIA Partners, a shared services and supply chain optimization company dedicated to government, which began operation on January 1, 2019. Each contract in the OMNIA Partners cooperative contract portfolio has been competitively solicited by a lead public agency. Neither OMNIA Partners nor any of the aforementioned cooperatives conduct solicitations; rather, they partner with various public agencies in soliciting solid cooperative contracts. All contracts previously solicited, issued and awarded by lead public agencies remain in full force and effect in accordance with their respective contract terms and conditions. The City of Milpitas is a member of OMNIA Partners cooperative purchasing organization by virtue of its membership with National IPA, effective September 26, 2012, and is assigned participation number 1036843.

On August 28, 2014, Region 4 Education Service Center (Region 4 ESC) issued on behalf of itself, other government agencies, non-profits, and all members of TCPN, Request for Proposal (RFP) #15-03. As a result of that solicitation, Region 4 ESC awarded to Xerox Corporation contract No. R150302 entitled “Copier Printers” which includes multifunction digital devices and full service maintenance. The contract run

March 17, 2015 for three years to March 17, 2018 with three, one-year extensions through May 31, 2020. The 60-month term of the lease will extend beyond the termination of contract R150302. Per Item #6.2 (Survivor Clause) of the cooperative contract "All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Filler shall survive expiration or termination of the Contract".

Analysis:

The City entered into a contract with Ricoh USA, Inc., on June 4, 2014 for the 60-month full service lease of twenty reconditioned copier/multi-function devices of various configurations. City staff compared new equipment offerings from Ricoh and Xerox as available on nationally bid cooperative contracts. Staff considered the number of copies per minute, the ability to fax, scan and use Postscript print drivers. It also took into consideration the number and size of paper trays, the type and paper capacity of the finisher and included color coping where appropriate. Both companies have nationally bid cooperative contracts. After several rounds of negotiation, Xerox offered discount pricing that was \$32,344.00 dollars less expensive over the 60-month life of the lease than Ricoh USA's offer.

Region 4 ECS, meets the definition of a public agency as defined by Government Code section 6500. OMNIA Partners makes contract No. R150302 available through its cooperative purchasing organization to all of its public agency members. Pursuant to the contract between Region 4 ESC and MRC Smart Technology Solutions is the regional branch of Xerox Corporation, the first year cost of the Multifunction Digital Devices and Full Service Maintenance is \$58,573 including "click" or use charges which may vary depending on equipment use. The 60-month (5 year) contract amount is \$292,867.

The Purchasing Agent has reviewed all of the documentation related to RFP #15-03 and contract #R150302 awarded to Xerox Corporation by Region 4 ESC, and has determined that the contract is current through December 31, 2020, and that the underlying purchase was made using competitive bidding procedures at least as restrictive as those of the City of Milpitas, and that the price for the equipment is the same as that offered in the original contract.

Policy Alternatives:

Alternative: Do not replace the old equipment.

Pros: The lease price would remain essentially the same, with a slight increase in the "click" charge per copy.

Cons: The current equipment was reconditioned to start with and was not new. It has reached the end of its useful life and many units are experiencing regular breakdowns and poor copy quality.

Reason not recommended: Under the contract the maximum extension is six months and then the machines have to be returned.

Fiscal Impact:

The annual cost of \$58,573 will be funded from each departments' FY19/20 Operating Budget.

California Environmental Quality Act:

By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a "project" for the purpose of CEQA.

Recommendation:

The City Manager is authorized to execute the lease for Xerox Corporation multifunction digital devices and execute the Full Service Maintenance Agreement from MRC Smart Technology Solutions/Xerox Corporation for the initial cost of \$58,573. The 60-month (5 year) contract amount is \$292,867.

Attachments:

Resolution

Xerox Proposal/Lease

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT WITH XEROX CORPORATION FOR COPIER/MULTIFUNCTION DIGITAL DEVICES AND FULL SERVICE MAINTENANCE THROUGH A COOPERATIVE PROCUREMENT CONTRACT THROUGH A COOPERATIVE PROCUREMENT CONTRACT BY REGION 4 EDUCATIONAL SERVICES CENTER

WHEREAS, the City requires copier/multifunction digital devices and full service maintenance for the devices for the day-to-day operations of every department; and

WHEREAS, Municipal Code Section I-2-3.08 (“Cooperative Procurement”) specifically authorizes the Purchasing Agent to make such purchases based on an agreement or cooperative purchasing program entered into by a public agency, as defined by Government Code Section 6500, regardless of whether the City is a named party to the agreement or an actual participant in such a program, provided that the underlying purchase was made using competitive negotiation or bidding procedures at least as restrictive as the City’s, and that the supplies or general services purchased must be the same and be offered at the same price as the supplies and general services subject to the agreement or program; and

WHEREAS, The Cooperative Purchasing Network (TCPN) was, as its name suggests, a cooperative purchasing organization. On July 28, 2015, TCPN was acquired by National Intergovernmental Purchasing Alliance (National IPA), another cooperative purchasing organization. On August 16, 2017 National IPA formed OMNIA Partners, a shared services and supply chain optimization company dedicated to government, which began operation on January 1, 2019. Each contract in the OMNIA Partners cooperative contract portfolio has been competitively solicited by a lead public agency. Neither OMNIA Partners nor any of the aforementioned cooperatives conduct solicitations; rather, they partner with various public agencies in soliciting solid cooperative contracts. All contracts previously solicited, issued and awarded by lead public agencies remain in full force and effect in accordance with their respective contract terms and conditions; and

WHEREAS, on January 15, 2015, Region 4 Education Service Center (Region 4 ECS) of Houston Texas issued on behalf of itself, other government agencies, non-profits, and all members of TCPN, Request for Proposal (RFP) #15-03 for “Copiers and Printers.” As a result of that solicitation, Region 4 ESC awarded to Xerox Corporation contract No. R150302 entitled “Copiers and Printers,” which includes Multifunction Digital Devices and Full Service Maintenance; and

WHEREAS, the contract is a lease agreement that runs from March 17, 2015 for three years to March 17, 2018 with three, one-year extensions through May 31, 2020. The 60-month term of the lease will extend beyond the termination of contract R150302. Per Item #6.2 (Survivor Clause) “All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Filler shall survive expiration or termination of the Contract,” and;

WHEREAS, the City of Milpitas is a member of OMNIA Partners cooperative purchasing organization by virtue of its membership with National IPA, effective September 26, 2012, and is assigned participation number 1036843; and

WHEREAS, Region 4 ECS meets the definition of a public agency as defined by Government Code section 6500; and

WHEREAS, OMNIA Partners has made contract No. R150302 available through its cooperative purchasing organization to all of its public agency members; and

WHEREAS, pursuant to the contract between Region 4 ESC and Xerox Corporation, the first year cost of the multifunction digital devices and full service maintenance is \$58,573. The 60-month (5 year) contract amount is \$292,867; and

WHEREAS, MRC Smart Technology Solutions is the Regional Branch of Xerox Corporation; and

WHEREAS, the Purchasing Agent has reviewed all of the documentation related to RFP #15-03 and contract No. R150302 awarded to Xerox Corporation by Region 4 ESC, and has determined that the contract is current through December 31, 2020, and that the underlying purchase was made using competitive bidding procedures at least as restrictive as those of the City of Milpitas, and that the price for the equipment is the same as that offered in the original contract.

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

1. 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 it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Manager is authorized to execute the 60-month Lease Agreement with Xerox Corporation for copier/multifunction digital devices and full service maintenance through a Cooperative Procurement Contract by Region 4 Educational Services Center for a 60-month (5 year) contract amount of \$292,867, a copy of which is attached hereto as **Exhibit A**.

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

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney



Proposal prepared for:

City of Milpitas

June 5, 2019

Tel: 925-225-8910 ext. 6413

Cell: (925) 519-9231

kmccarthy@mrc360.com



New Equipment Cost Proposal

This proposal provides for twenty-two (22) new multifunction devices and one eCopy ScanStation, including one new device for the City Emergency Operations Center. All twenty-one (21) Ricoh devices will be picked up by MRC and returned to Ricoh in Irvine, and all Ricoh hard drives will be wiped prior to return.

COST / ANNUAL BUDGET	Monthly Cost	Annual Cost
Xerox Multifunction Fleet	\$ 2,602.80	\$ 31,233.60
Usage	\$ 2,044.06	\$ 24,528.77
Tax	\$ 234.25	\$ 2,811.00
TOTAL COST	\$ 4,881.12	\$ 58,573.37

Contract Dates

Upon Board Approval and generation of a Purchase Order, MRC/Xerox will initiate implementation planning and provide a proposed schedule to Milpitas. MRC can deliver and install the Xerox Fleet early and delay lease funding, allowing the City an additional benefit of utilizing the lower cost-per-copy new fleet while MRC returns the Ricoh Fleet.

The 60-month term of this agreement will extend beyond the current TCPN master contract. Item #6.2 (Survivor Clause) on page #10 of the T&C explains that individual unit orders/Purchase orders survive the termination of the master contract.

Thank you,

Kevin McCarthy
Fed. & SLED Regional Manager
kmccarthy@mrc360.com

Street	Site Reference	BW Average Monthly Volume	Xerox Blended BW Click Rate	Xerox Blended Color Click Rate	80% of AMV for (BW) Where Applicable	20% of AMV (Color) Where Applicable	Est. Monthly Click Charge +20%	Xerox Chosen Model	Number of Paper Trays	Finisher	3-Hole Punch	Postscript	Fax	Monthly Payment	9% Tax Included
455 E CALAVERAS BLVD	City Manager's Office	7,158	\$ 0.0051	\$ 0.0456	5726	1432	\$ 94.49	C8070	4	BR Finisher	Yes	Yes	Yes	\$ 131.89	\$ 143.76
455 E CALAVERAS BLVD	1 st Floor Building & Safety	13,075	\$ 0.0051	\$ 0.0456	10460	2615	\$ 172.59	C8070	4	BR Finisher	Yes	Yes	Yes	\$ 131.89	\$ 143.76
455 E CALAVERAS BLVD	2 nd Floor Planning	8,110	\$ 0.0051	\$ 0.0456	6488	1622	\$ 107.05	C8055	4	Office Finisher LX	Yes	Yes	Yes	\$ 115.27	\$ 125.64
455 E CALAVERAS BLVD	Human Resources	8,995	\$ 0.0051		8995		\$ 45.87	B8045	4	Office Finisher	No	Yes	Yes	\$ 112.53	\$ 122.66
455 E CALAVERAS BLVD	1st Floor, Cashiers	12,635	\$ 0.0051		12635		\$ 64.44	B8055	4	Office Finisher	No	Yes	Yes	\$ 118.43	\$ 129.09
1275 N MILPITAS BLVD	4 th Floor Engineering	8,410	\$ 0.0051	\$ 0.0456	6728	1682	\$ 111.01	C8055	4	Office Finisher LX	Yes	Yes	Yes	\$ 115.26	\$ 125.63
1275 N MILPITAS BLVD	PD Property Room	335	\$ 0.0051		335		\$ 1.71	B7025	4	Office Finisher LX	No	No	No	\$ 69.92	\$ 76.21
1275 N MILPITAS BLVD	PD Comm. Relations	279													
DO NOT REPLACE															
1275 N MILPITAS BLVD	PD Records	17,670	\$ 0.0051		17670		\$ 90.12	D95	4	Standard Finisher with eCopy ScanStation	No	Yes	No	\$ 346.90	\$ 378.12
1275 N MILPITAS BLVD	Police Reporting	4,017	\$ 0.0051		4017		\$ 20.49	B7035	4	Office Finisher LX	No	No	Yes	\$ 83.69	\$ 91.22
1275 N MILPITAS BLVD	Police Command	2,437	\$ 0.0051		2437		\$ 12.43	B7035	4	Office Finisher LX	Yes	No	Yes	\$ 87.26	\$ 95.11
1275 N MILPITAS BLVD	PD Investigations	2,086	\$ 0.0051		2086		\$ 10.64	B7035	4	Office Finisher LX	No	No	Yes	\$ 83.69	\$ 91.22
1275 N MILPITAS BLVD	Records Color Copier/Fax	5,017	\$ 0.0051	\$ 0.0456	5017	3918	\$ 204.25	C8045	4	BR Booklet Maker Finisher	Yes	Yes	Yes	\$ 131.35	\$ 143.17
40 N MILPITAS BLVD	Senior Center	30													
DO NOT REPLACE															
40 N MILPITAS BLVD	Senior Center	9,148	\$ 0.0051		9148		\$ 46.65	B8045	4	Office Finisher	Yes	No	Yes	\$ 115.10	\$ 125.46
457 E CALAVERAS BLVD	Community Center	10,617	\$ 0.0051	\$ 0.0456	8494	2123	\$ 140.14	C8055	4	Office Finisher LX	Yes	Yes	Yes	\$ 115.26	\$ 125.63
1285 N MILPITAS BLVD	2nd Floor Public Works	1,441	\$ 0.0051	\$ 0.0456	1153	288	\$ 19.02	C8035	4	Office Finisher LX	Yes	Yes	Yes	\$ 98.24	\$ 107.08
1285 N MILPITAS BLVD	1 st Floor Public Works	4,664	\$ 0.0051		4664		\$ 23.79	B8045	4	Office Finisher	Yes	Yes	Yes	\$ 115.10	\$ 125.46
1285 N MILPITAS BLVD	Fleet	1,558	\$ 0.0051		1558		\$ 7.95	B7035	4	Office Finisher LX	No	No	Yes	\$ 83.69	\$ 91.22
1335 E CALAVERAS BLVD	Sports Center	13,299	\$ 0.0051		13299		\$ 67.82	B8055	4	Office Finisher	Yes	Yes	Yes	\$ 120.99	\$ 131.88
777 S MAIN ST	Fire Admin.	3,021	\$ 0.0051	\$ 0.0456	2417	604	\$ 39.88	C8035	4	Office Finisher LX	No	No	Yes	\$ 94.65	\$ 103.17
455 E CALAVERAS BLVD	3 rd Floor Finance	29,450	\$ 0.0051	\$ 0.0456	23560	5890	\$ 388.74	C8070	4	BR Finisher	Yes	Yes	Yes	\$ 131.89	\$ 143.76
455 E CALAVERAS BLVD	1 st Floor Fire Prevention	6,528	\$ 0.0051		6528		\$ 33.29	B8045	4	Office Finisher	No	No	Yes	\$ 112.53	\$ 122.66

Street	Site Reference	BW Average Monthly Volume	Xerox Blended BW Click Rate	Xerox Blended Color Click Rate	80% of AMV for (BW) Where Applicable	20% of AMV (Color) Where Applicable	Est. Monthly Click Charge +20%	Xerox Chosen Model	Number of Paper Trays	Finisher	3-Hole Punch	Postscript	Fax	Monthly Payment	9% Tax Included
172E N MILPITAS BLVD	ECC New Device	200	\$ 0.0051		200		\$ 1.02	B7035	4	Office Finisher LX	No	No	Yes	\$ 87.27	\$ 95.12
					No. Usage	Total	\$ 2,044.06								

Monthly Lease + Tax Total	\$ 2,897.05
Monthly Usage Total	\$ 2,044.06
Monthly Total (Lease + Usage)	\$ 4,881.12

Lease Agreement



Customer: MILPITAS, CITY OF

BillTo: CITY OF MILPITAS
455 E CALAVERAS BLVD
MILPITAS, CA 95035-5411

Install: CITY OF MILPITAS
455 E CALAVERAS BLVD
MILPITAS, CA 95035-5411

Tax ID#: .

State or Local Government Negotiated Contract : 072714800
Per TCPN Contract R150302

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8070H (XEROX C8070H)	- Br Finisher-2/3 Hp - 1 Line Fax - Analyst Services	Lease Term: 60 months Purchase Option: FMV	6/24/2019
2. C8070H (XEROX C8070H)	- Br Finisher-2/3 Hp - 1 Line Fax - Analyst Services	Lease Term: 60 months Purchase Option: FMV	6/24/2019
3. C8055H (XEROX C8055H)	- 1 Line Fax - 2/3 Hole Punch - Office Finisher Lx - Analyst Services	Lease Term: 60 months Purchase Option: FMV	6/24/2019
4. B8045H (XEROX B8045H)	- 1 Line Fax - Office Finisher - Analyst Services	Lease Term: 60 months Purchase Option: FMV	6/24/2019
5. B8055H (XEROX B8055H)	- 1 Line Fax - Office Finisher - Analyst Services	Lease Term: 60 months Purchase Option: FMV	6/24/2019

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 11 pages including this face page.

Signer: STEVEN MCHARRIS

Phone: (408)586-3059

Signature: _____

Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Mr. Copy Mrc
(858)573-6300

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

Solution (Cont'd)

Item	Product Description	Agreement Information	Requested Install Date
6. C8055H (XEROX C8055H)	- 1 Line Fax - 2/3 Hole Punch - Office Finisher Lx - Analyst Services	Lease Term: 60 months Purchase Option: FMV	6/24/2019
7. C8070H (XEROX C8070H)	- Br Finisher-2/3 Hp - 1 Line Fax - Analyst Services	Lease Term: 60 months Purchase Option: FMV	6/24/2019
8. B8045H (XEROX B8045H)	- 1 Line Fax - Office Finisher - Analyst Services	Lease Term: 60 months Purchase Option: FMV	6/24/2019

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8070H	\$131.89	1: Black and White Impressions	All Prints	\$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0456	
2. C8070H	\$131.89	1: Black and White Impressions	All Prints	\$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0456	
3. C8055H	\$115.27	1: Black and White Impressions	All Prints	\$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0456	
4. B8045H	\$112.53	1: Black and White Impressions	All Prints	\$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term

Monthly Pricing (Cont'd)

Item	Lease Minimum Payment	Meter	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	
5. B8055H	\$118.43	1: Black and White Impressions	All Prints	\$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
6. C8055H	\$115.27	1: Black and White Impressions	All Prints	\$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0456	
7. C8070H	\$131.89	1: Black and White Impressions	All Prints	\$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0456	
8. B8045H	\$112.53	1: Black and White Impressions	All Prints	\$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$969.70	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: CITY OF MILPITAS
 455 E CALAVERAS BLVD
 MILPITAS, CA 95035-5411

Install: CITY OF MILPITAS
 1275 N MILPITAS BLVD
 MILPITAS, CA 95035-3153

Tax ID#: .

State or Local Government Negotiated Contract : 072714800
 Per TCPN Contract R150302

Solution			
Item	Product Description	Agreement Information	Requested Install Date
1.	B7025H (XEROX B7025 TND TRAY) - No Post Script - Office Finisher Lx - Analyst Services	Lease Term: 60 months Purchase Option: FMV	6/24/2019
2.	D95CP (D95 COPIER/PRINTER) - 100 Ppm Kit - Bypass Chute - Standard Install - D4 Stapler Finisher 2-3 Hole - Third Party Equipment (TXC) - Analyst Services	Lease Term: 60 months Purchase Option: FMV	6/14/2019
3.	B7035H (XEROX B7035 TND TRAY) - Embedded 1-line Fax - No Post Script - Office Finisher Lx - Analyst Services	Lease Term: 60 months Purchase Option: FMV	6/24/2019
4.	B7035H (XEROX B7035 TND TRAY) - Embedded 1-line Fax - 2/3 Hole Punch - No Post Script - Office Finisher Lx - Analyst Services	Lease Term: 60 months Purchase Option: FMV	6/24/2019
5.	B7035H (XEROX B7035 TND TRAY) - Embedded 1-line Fax - No Post Script - Office Finisher Lx - Analyst Services	Lease Term: 60 months Purchase Option: FMV	6/24/2019
6.	C8045H (XEROX C8045H) - Br Booklet Mk-2/3 Hp - 1 Line Fax - 2/3 Hole Punch - Analyst Services	Lease Term: 60 months Purchase Option: FMV	6/24/2019

Solution (Cont'd)

Item	Product Description	Agreement Information	Requested Install Date
7. B7035H (XEROX B7035 TND TRAY)	<ul style="list-style-type: none"> - Embedded 1-line Fax - 2/3 Hole Punch - No Post Script - Office Finisher Lx - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	6/24/2019

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. B7025H	\$69.92	1: Black and White Impressions	All Prints	\$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. D95CP	\$346.90	1: Black and White Impressions	All Prints	\$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
3. B7035H	\$83.69	1: Black and White Impressions	All Prints	\$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
4. B7035H	\$87.27	1: Black and White Impressions	All Prints	\$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
5. B7035H	\$83.69	1: Black and White Impressions	All Prints	\$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
6. C8045H	\$131.35	1: Black and White Impressions 2: Color Impressions	All Prints All Prints	\$0.0051 \$0.0456	- Consumable Supplies Included for all prints - Pricing Fixed for Term
7. B7035H	\$87.27	1: Black and White Impressions	All Prints	\$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$890.09	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: CITY OF MILPITAS
 455 E CALAVERAS BLVD
 MILPITAS, CA 95035-5411

Install: CITY OF MILPITAS
 40 N MILPITAS BLVD
 MILPITAS, CA 95035-4403

Tax ID#: .

State or Local Government Negotiated Contract : 072714800
 Per TCPN Contract R150302

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. B8045H (XEROX B8045H)	<ul style="list-style-type: none"> - 3 Hole Punch Kit - 1 Line Fax - Office Finisher - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	6/24/2019

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. B8045H	\$115.10	1: Black and White Impressions	All Prints	\$0.0051	<ul style="list-style-type: none"> - Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$115.10	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: CITY OF MILPITAS
 455 E CALAVERAS BLVD
 MILPITAS, CA 95035-5411

Install: CITY OF MILPITAS
 457 E CALAVERAS BLVD
 MILPITAS, CA 95035-5411

Tax ID#: .

State or Local Government Negotiated Contract : 072714800
 Per TCPN Contract R150302

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8055H (XEROX C8055H)	<ul style="list-style-type: none"> - 1 Line Fax - 2/3 Hole Punch - Office Finisher Lx - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	6/24/2019

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8055H	\$115.27	1: Black and White Impressions	All Prints	\$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0456	
Total	\$115.27	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: CITY OF MILPITAS
 455 E CALAVERAS BLVD
 MILPITAS, CA 95035-5411

Install: CITY OF MILPITAS
 1265 N MILPITAS BLVD
 MILPITAS, CA 95035-3153

Tax ID#: .

State or Local Government Negotiated Contract : 072714800
 Per TCPN Contract R150302

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8035H (XEROX C8035H)	- 1 Line Fax - 2/3 Hole Punch - Office Finisher Lx - Analyst Services	Lease Term: 60 months Purchase Option: FMV	5/31/2019
2. B8045H (XEROX B8045H)	- 3 Hole Punch Kit - 1 Line Fax - Office Finisher - Analyst Services	Lease Term: 60 months Purchase Option: FMV	6/24/2019
3. B7035H (XEROX B7035 TND TRAY)	- Embedded 1-line Fax - No Post Script - Office Finisher Lx - Analyst Services	Lease Term: 60 months Purchase Option: FMV	6/24/2019

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8035H	\$98.24	1: Black and White Impressions 2: Color Impressions	All Prints All Prints	\$0.0051 \$0.0456	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. B8045H	\$115.10	1: Black and White Impressions	All Prints	\$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
3. B7035H	\$83.69	1: Black and White Impressions	All Prints	\$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$297.03	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: CITY OF MILPITAS
 455 E CALAVERAS BLVD
 MILPITAS, CA 95035-5411

Install: CITY OF MILPITAS
 BLVD
 1325 E CALAVERAS
 MILPITAS, CA 95035-5707

Tax ID#: .

State or Local Government Negotiated Contract : 072714800

Per TCPN Contract R150302

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. B8055H (XEROX B8055H)	<ul style="list-style-type: none"> - 3 Hole Punch Kit - 1 Line Fax - Office Finisher - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	6/24/2019

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. B8055H	\$120.99	1: Black and White Impressions	All Prints	\$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$120.99	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: CITY OF MILPITAS
 455 E CALAVERAS BLVD
 MILPITAS, CA 95035-5411

Install: CITY OF MILPITAS
 777 S MAIN ST
 MILPITAS, CA 95035-5322

Tax ID#: .

State or Local Government Negotiated Contract : 072714800

Per TCPN Contract R150302

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8035H (XEROX C8035H)	- 1 Line Fax - Office Finisher Lx - Analyst Services	Lease Term: 60 months Purchase Option: FMV	6/24/2019

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8035H	\$94.65	1: Black and White Impressions	All Prints	\$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0456	
Total	\$94.65	Minimum Payments (Excluding Applicable Taxes)			

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the

current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

5. NON-XEROX PRODUCTS. Third Party Equipment (TXC) were selected by you and are not sold by Xerox in the normal course of its business ("Non-Xerox Products"). If you signed a purchase contract for Non-Xerox Products, you assign to Xerox your rights but none of your obligations under such purchase contract. Xerox is leasing Non-Xerox Products to you "AS IS, WHERE IS" and XEROX MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND REGARDING NON-XEROX PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. To the extent permitted to do so, Xerox assigns to you any warranty rights it has to Non-Xerox Products (which rights shall revert to Xerox if you default under this Agreement). Non-Xerox Products are not covered by Maintenance Services, and you will maintain throughout the initial Term a service agreement for Non-Xerox Products with a service provider acceptable to Xerox. You will pay all personal property taxes related to Non-Xerox Products. You assign to Xerox any rights you have to Non-Xerox Products and title will pass or revert to you (subject to any software licenses relating to Non-Xerox Products) upon expiration of the initial Term.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Item Attachment Documents:

- C8. Approve a Professional Services Agreement with Strategic Economics to develop an Economic Development Strategy

Alex Andrade, Economic Development Director 408-586-3046

Recommendation:

Approve and Authorize the Interim City Manager to execute a Professional Services Agreement with consultant Strategic Economics for development of an Economic Development Strategy in the amount of \$129,985.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve a Professional Services Agreement with Strategic Economics to develop an Economic Development Strategy
Category:	Consent Calendar-Community Development
Meeting Date:	6/18/2019
Staff Contact:	Alex Andrade, Economic Development Director 408-586-3046
Recommendation:	Approve and Authorize the Interim City Manager to execute a Professional Services Agreement with consultant Strategic Economics for development of an Economic Development Strategy in the amount of \$129,985.

Background:

One of City Council's identified priorities is Economic Development and Job Growth, which is vital to the health of the Milpitas local economy. The Office of Economic Development's mission is to provide services and resources to the business and development communities with the purpose of attracting, retaining and expanding business and employment opportunities for residents, stimulating the local economy and expanding local retail sales, transient occupancy and commercial property tax bases while maintaining a positive balance between growth, social equity and the economic vitality of Milpitas.

The current Milpitas Economic Strategic Plan was adopted by City Council in 2005. As a policy document, an Economic Development Strategic Plan is intended to identify specific strategies and create a work plan to stimulate economic and business development by providing a roadmap for the formulation and implementation of a program that creates opportunities to maximize economic growth. In 2005, the Economic Strategic Plan focused on improving Milpitas' image as a place to live, work and shop, improving retail opportunities, balancing housing supply for local workforce, business retention, improving employability, and diversifying the economic base since the current Plan is almost fifteen years old, an update is overdue.

An updated Economic Development Strategy is necessary to proceed with the City Council's priority of Economic Development and Job Growth. In the intervening years, significant changes have occurred, including major residential development around the new Milpitas Transit Center, a changing retail landscape and transformative innovations in technology and advanced manufacturing. The purpose of an updated Economic Development Strategy is to prepare Milpitas for a resilient and sustainable local economy that captures emerging innovation and technology, growth opportunities and establishes creative strategies to support economic vitality today and for future generations, which improves the quality of life for residents, employees and visitors alike.

Analysis:

The Office of Economic Development seeks to collaborate with a creative consultant to produce a 5-year Economic Development Strategy that is forward thinking and inclusive, resulting in positioning Milpitas as a regional and global center of business, technology and culture within the Silicon Valley. The selected consultant will establish an Economic Development Strategy based on the following goals:

1. Cultivate a strong stable and diverse local economy;
2. Achieve fiscal sustainability and maintain adequate revenues to provide quality and essential public services;
3. Encourage new development in key opportunity areas that provide high-quality work environments and competitive business locations;
4. Pursue economic development opportunities that foster and improve quality of life; and
5. Increase community workforce preparedness and cultivate an entrepreneurial environment that fosters innovation.

On May 3, 2019, the Purchasing Division released RFP No. 2335 for an Economic Development Strategy on PublicPurchase.com, the City’s eProcurement website. Aside from the goals described above, the RFP’s scope of work focused on a review of current economic conditions; develop an economic development work plan, community engagement, and recommendations and implementation of the City’s economic development efforts. Thirty four firms were notified of the issuance of the RFP and twenty vendors downloaded the bid document. The RFP closed on May 21, 2019 and there were four proposers. Three of the four proposers met all of the criteria for the solicitation, they are:

- Economic & Planning Systems, Inc.
- Strategic Economics, Inc.
- Applied Development Economics, Inc.

The evaluation committee reviewed proposals based on the merits of the cover letter, company profile, execution plan, personnel assigned, references and proposed compensation. After an initial assessment by the evaluation committee, all three firms met with an interview panel comprised of City staff to clarify various parts of the proposals prior to a final scoring. Interviews were conducted on May 29, 2019, and scoring was finalized on the same day. The table below shows the final evaluation scores with Strategic Economics as the recommended firm.

Economic Development Strategy RFP No. 2335	Strategic Economics, Inc.	Applied Development Economics, Inc.	Economic & Planning Systems, Inc.
Evaluation Score	87.33	81.83	78.00

Staff recommends that City Council approve Strategic Economics as the most qualified consultant for the development of the City of Milpitas’ Economic Development Strategy and authorize the Interim City Manager to execute a Professional Services Agreement. There are various reasons for Strategic Economics being deemed the most qualified consultant including, but not limited to, identification of forward-looking economic development growth opportunities with place-making solutions, expanding workforce development opportunities for local residents, strategies to prevent small business displacement, inclusive community engagement plans, identification of new funding sources, and attracting emerging technologies while retaining valuable industry sectors.

If the City Council approves Strategic Economics as the consultant, next steps include commencing the analysis of economic development conditions and opportunities, stakeholder interviews and community engagement, and delivery of a draft industry analysis report for review and feedback. Staff and consultant will present findings to the community and Economic Development and Trade Commission, and City Council will have an opportunity to review, provide feedback and consider the Economic Development Strategy for adoption at a future City Council meeting. Staff expects the Economic Development Strategy to be complete in the first Quarter of 2020.

The Office of Economic Development’s vision for local economic development is to preserve and enhance Milpitas’ business climate to ensure the City is financially stable to provide essential services and collaborate with the community in its commitment to improve quality of life. Thus, the Economic Development Strategy is important for a sustainable and healthy economy, and to achieve the City Council’s priority of Economic Development and Job Growth.

Policy Alternatives:

Alternative 1: Select a different consultant.

Pros: An Economic Development Strategy would still be developed with the selection of a different consultant.

Cons: The evaluation committee determined that Strategic Economics is the most qualified vendor to develop the City of Milpitas' Economic Development Strategy based on a comprehensive evaluation of proposals.

Reason not recommended: Selecting a different vendor may result in pursuing a contract with an organization that is not recommended by the evaluation committee, which based its vendor recommendation on the merits of RFP proposals and interviews.

Alternative 2: Do not approve a consultant at this time.

Pros: The City would not spend the \$129,985 on developing an Economic Development Strategy.

Cons: The City will continue to operate without a current Economic Development Strategy potentially resulting in missed opportunities for job growth, workforce development and additional revenue generation.

Reason not recommended: The City has not updated its Economic Development Strategy since 2005. Further delaying the selection of a qualified consultant would postpone the development of an Economic Development Strategy resulting in missed opportunities for job growth, workforce development and additional revenue generation.

Fiscal Impact:

The funding for the development of an Economic Development Strategy is currently budgeted in the Office of Economic Development's contractual services budget for Fiscal Year 2018-2019.

California Environmental Quality Act:

By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a "project" for the purpose of CEQA as this action has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Recommendation:

Approve and authorize the Interim City Manager to execute a Professional Services Agreement with consultant Strategic Economics for development of an Economic Development Strategy in the not to exceed amount of \$129,985.

Attachments:

Professional Services Agreement



CITY OF MILPITAS PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of _____ (“Effective Date”) by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”), and **Strategic Economics, Inc.**, a **California corporation**, with its principal place of business at **2991 Shattuck Avenue, Suite 203, Berkeley, CA 94705** (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Economic Development Strategy Plan
(hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit A.

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **One Hundred Twenty Nine Thousand Nine Hundred Eighty Five Dollars and Zero Cents (\$ 129,985.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement term and for four (4) years from the date of final payment under the Agreement for inspection by City.

5. Term

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon the Effective Date. Consultant shall complete the services required hereunder by June 18, 2020.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit D (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

12. Indemnification.

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

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents (\$1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

16. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

c. The Consultant understands and accepts that at all times the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of Agreement term. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other contracts. City budget decisions are subject to the discretion of the Mayor and City Council. Consultant's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

17. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Organization

Consultant shall assign **Sujata Srivastava** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:
City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 95035
Attn: Economic Development Director

CONSULTANT:
Strategic Economics, Inc.
2991 Shattuck Avenue
Suite 203
Berkeley, CA 94705
Attn: Sujata Srivastava

and shall be effective upon receipt thereof.

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. Successors and Assigns

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

26. Non-Waiver

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

27. Time of Essence

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

28. City's Right to Employ Other Consultants

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

29. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

30. Wage Theft Prevention

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

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

c. If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Consultant or a subconsultant it employs to perform work under this Agreement has violated any applicable wage and hour law, or Consultant learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Consultant shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order.

Consultant or its subconsultant(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Consultant or its subconsultant is subject to a payment or other alternative plan, the Consultant or its subconsultant shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

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

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

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

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

CITY OF MILPITAS

Approved By:

Julie Edmonds-Mares
City Manager

Date

Approved As To Form:

Christopher J. Diaz
City Attorney

Approved As To Scope:

Walter C. Rossmann
Director of Finance

Approved As To Content:

Alex Andrade
Economic Development Director

STRATEGIC ECONOMICS, INC.

Signature

Name

Title

Date

DIR Registration Number (If Applicable)

EXHIBIT A

Scope of Work, with Task Options

Data Assumptions

Note that the scope assumes that the City will provide certain confidential data, including establishment-level employer data from the California Employment Development Department, establishment-level sales tax data, business license data, and parcel data including building characteristics and ownership. Strategic Economics will sign any necessary confidentiality agreements to view and analyze this data.

Task 1: Analysis of Economic Conditions and Opportunities

1.1: Request and Review of Existing Data and Background Materials

Prior to the kick-off meeting, Strategic Economics will review the current Economic Development Strategy and Work Program, and work completed to date as listed in the RFP. Strategic Economics will also request relevant data from the City, including GIS shape files, financial data, development projects, etc.

1.2: Kick-Off Meeting and Site Visit

Strategic Economics and Plan to Place will attend a project initiation meeting with City staff to review the scope of work and the schedule of deliverables, and meetings with stakeholders and the Economic Development and Trade Commission. During the kick-off meeting, the SE team will also begin to identify stakeholders, discuss the engagement strategy, and discuss project role and responsibilities. The kick-off meeting will be an opportunity to make refinements to the scope and schedule, if needed. After the meeting, Strategic Economics and Plan to Place will tour the city with City staff, with a special focus on the City's key economic generators and opportunity areas.

1.3: Industry Analysis

While the previous economic analysis for the General Plan Update provides an overview of economic activity and trends in Milpitas, there is a need to gain a more nuanced understanding of the types of industries and businesses that are successful, have potential for growth, or require additional support from the City.

Building on the economic and fiscal analyses completed for the General Plan Update, the SE Team will selectively analyze employment, industry, and business trends by examining local and regional Silicon Valley trends and projections using a combination of California Employment Development Department Data, County Business Patterns, City business license data (if

available), and Plan Bay Area 2040 regional employment projections. If the data is available, the SE team will also evaluate start-ups and entrepreneurial activity in the city.

These analyses will identify the city's strengths beyond the two-digit NAICS code level to gain a more fine-grained understanding of the types of businesses that drive the regional economy (e.g., computer software and hardware), those that support the regional economy (e.g., professional and business services), and those that serve local residents (e.g., convenience retail and restaurants). The task will also provide insights into Milpitas's specific strengths and weaknesses relative to the Silicon Valley region, and identify emerging technologies and innovative clusters in the city. Finally, the SE Team will also examine the sources of Milpitas's General Fund revenues and the connections between these revenues and the City's different businesses and land uses.

Task 1.4.1 Workforce Development and Jobs-Skills Match

The composition of jobs available in Milpitas may not meet the advanced skill levels of the local resident workforce, requiring many residents to commute to other cities. In this task, Strategic Economics will analyze the demographic and commute characteristics of the resident labor force in Milpitas, and identify the potential types of occupations that the City could attract that would better match their skills. The sub-tasks include:

- Analyze educational attainment of workers at jobs currently located in Milpitas and compare against resident educational attainment and occupational profiles.
- Interview NOVA and other workforce development organizations to gain current information about the jobs-skills match issues in Santa Clara County and, to the extent possible, in Milpitas. Review relevant workforce development reports and literature on workforce needs for emerging industries.
- Conduct interviews with Silicon Valley employers in the industries and clusters that have been targeted for growth and attraction in Milpitas based on Task 1.3 analysis. These interviews will be structured to reveal the location decisions of these industries vis-à-vis access to workforce/talent, and the pros and cons of locating in Milpitas.
- Describe the findings of the interviews and analyses in the Industry Analysis Report.
- Based on these findings, recommend and incorporate strategies and implementation actions in the Economic Development Strategy.

1.4.2 Preventing Displacement of Small Businesses

Strategic Economics will evaluate current conditions and recent trends affecting small businesses in Milpitas, and assess the potential risk of displacement. The assessment will include:

- Existing business mix (retail, restaurants, personal services, automobile-oriented retail, production, distribution and repair businesses, etc.) and overall business trends (change in number and composition of small businesses over time).
- Interviews with business owners, commercial brokers, and business associations.
- Retail and restaurant sales trends over time, compared to citywide trends, based on sales tax data.

Based on the analysis of trends, Strategic Economics will identify the key issues faced by small businesses in Milpitas, and their potential risk of displacement. The findings of the interviews and analyses will be described in the Industry Analysis Report.

Based on these findings, Strategic Economics will recommend and incorporate strategies and implementation actions in the Economic Development Strategy to help prevent displacement as a result of redevelopment. The recommendations may include strategies related to leveraging new development to preserve space for small businesses and implementing district-based strategies for supporting small businesses (e.g., technical assistance, marketing, grants/loans for façade or tenant improvements). The recommendations will draw on targeted research of how other jurisdictions have addressed similar challenges.

1.5: Stakeholder Interviews

Strategic Economics will facilitate a series of up to six in-person stakeholder group meetings. The stakeholders will be defined in close coordination with City staff, but could potentially include: key business representatives representing retail/restaurants, advanced manufacturing, other high tech industries; brokers, developers, hotel operators, community leaders, property owners, and City staff. In addition to gathering qualitative information and answering key questions raised in the RFP, the stakeholder groups will help to build support for the Economic Development Strategy and achieve “buy-in” from community leaders. Strategic Economics will facilitate each of the meetings, formulating specific topics and questions with the goal of gathering required information and generating ideas for potential strategies. It is assumed that City staff will contact all stakeholders to schedule and coordinate the meetings.

Task 1 Deliverables:

- Final scope of work and project schedule, defining key meetings and dates for submittal of draft and final deliverables (Word and PDF)
- Administrative draft and final draft of Industry Data Analysis Report (incorporating the findings of tasks 1.3 through 1.5)
- Summary notes from stakeholder interviews

Task 2: Develop Economic Development Strategy Report and Implementation Matrix

The SE team will then incorporate the results of the Economic Conditions and Opportunities analyses to draft an initial document framework for review by City staff. Based on feedback on the framework from City staff, the SE team will prepare an Administrative Draft of the Economic Development Strategy Report with an implementation matrix. Upon review by appropriate parties, the SE team will deliver a revised Public draft Economic Development Strategy Report and implementation matrix. Upon vetting of this public draft by the community, Economic Development and Trade Commission (EDTC), and City Council, the SE team will provide a final Economic Development Strategy Report and implementation matrix for approval by the City Council.

The plan will describe economic context, existing conditions, and future changes necessary to maintain Milpitas’s competitiveness in attracting cutting edge emerging technologies, retaining and expanding existing businesses and industries, preparing the local workforce for future jobs, encouraging development activity, and sustaining the City’s fiscal health. Strategies will address key issues identified by the City, including the creation of a strategic workforce development initiative and the EDTC’s roles. The plan will also incorporate place-based strategies related to revitalizing Main Street, implementing the Midtown Specific Plan, attracting innovative jobs to an “innovation district” near the Milpitas Transit Center, and strategies for pursuing a Smart City Initiative. Team member Plan to Place will provide guidance on how best to roll out Milpitas’s new branding efforts, and provide strategies related to future outreach to key economic development stakeholders.

The implementation matrix will identify specific prioritized actions for the next five years, with implementation guidelines, schedule, and identification of responsible parties and funding sources. The matrix will include strategies and actions for both the City as a whole and for the opportunity areas. The actions will incorporate measurable annual performance objectives, including the Office of Economic Development’s new performance metrics. The Economic Development Strategy will recommend new potential sources of funding to achieve the plan’s objectives, including consideration of a Strategic Property Acquisition Revenue fund, Transportation Management Association, Parking Assessment District, and a Property-based Improvement District for Midtown.

Task 2 Deliverables:

- Administrative draft Economic Development Strategy report and implementation matrix (with budget and schedule)
- Public draft Economic Development Strategy report and implementation matrix (with budget and schedule)
- Final draft Economic Development Strategy report and implementation matrix (with budget and schedule)

Task 3: Community Engagement and Meetings

The SE team will engage the community throughout the project. Through a series of two community workshops, the SE team will receive input on the Milpitas community’s economic development priorities, present analytical findings and vet preliminary strategy focus areas, and present and receive feedback on the strategies and implementation actions incorporated in the Economic Development Strategy.

Task 3.1: Community Engagement Plan

At the onset of the project, Plan to Place will prepare an engagement strategy to:

- Outline project goals and objectives;

- Identify engagement activities;
- Identify target demographic and interest groups and identify methods of communication and engagement;
- Confirm coordination, facilitation and communication responsibilities; and
- Outline schedule, format, and resources for all engagement activities.

Task 3.2: Community Workshops

The SE team will prepare for and execute up to two (2) community workshops to discuss topics related to the economic development strategy. The anticipated team's roles and responsibilities include:

- Plan to Place will work with the project team to prepare an overall purpose, approach, objective and anticipated outcome of the community workshops.
- Plan to Place will prepare meeting materials including agendas, sign-in sheets and assist with interactive activities to get input on the strategies and deliverables prepared by SE.
- Plan to Place will co-facilitate each workshop.
- City staff will coordinate meeting location logistics (e.g., room, a/v equipment, refreshments).
- Plan to Place will assist with meeting logistics including room set up and break-down.
- Plan to Place will prepare summary notes.

Task 3.3: Economic Development and Trade Commission and City Council Meetings

SE will attend up to two (2) meetings with the EDTC to report on the findings of the study, refine the EDTC's roles within the Economic Development Strategy's recommendations, and to receive input on the Public draft plan. SE will also attend one (1) meeting with the City Council to present the plan findings and recommendations. The timing and content of all of these meeting will be coordinated with City staff.

Task 3 Deliverables:

- Community Engagement Plan
- Materials for each community workshop (agendas, sign in sheets, PowerPoint presentations, any feedback activity materials)
- Summary notes from each community workshop
- PowerPoint presentations for the EDTC and City Council meetings

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials Agreement.

The Strategic Economics team has provided a budget based on the scope (Table 1, below). The total budget is \$129,985, including expenses and a contingency budget of \$5,000.

TABLE 1: BUDGET

Tasks	Strategic Economics		Plan to Place		Total		
	Hours	Cost	Hours	Cost	Hours	Cost	
Task 1	Analysis of Economic Conditions and Opportunities						
Task 1.1.	Request & Review of Existing Data & Background Materials	14	\$2,390	0	\$0	14	\$2,390
Task 1.2.	Kick-Off Meeting & Site Visit	14	\$2,700	8	\$1,340	22	\$4,040
Task 1.3.	Industry Analysis	150	\$23,350	0	\$0	150	\$23,350
Task 1.4.1.	Workforce Development & Jobs-Skills Match	61	\$9,285	0	\$0	61	\$9,285
Task 1.4.2.	Preventing Displacement of Small Businesses	105	\$15,645	0	\$0	105	\$15,645
Task 1.5.	Stakeholder Interviews	32	\$5,960	0	\$0	32	\$5,960
Task 2	Economic Development Report & Matrix						
Task 3	Community Engagement & Meetings						
Task 3.1.	Community Engagement Plan	3	\$635	12	\$2,010	15	\$2,645
Task 3.2.	Community Workshops (2)	44	\$8,540	48	\$7,820	92	\$16,360
Task 3.3.	EDTC Meetings (2) & City Council Meeting	30	\$6,630	0	\$0	30	\$6,630
	Task Subtotals	653	\$107,635	96	\$15,750	749	\$123,385
	Expenses (travel to meetings, materials)		\$1,000		\$600		\$1,600
	Contingency (including EDD data purchase, if necessary)						\$5,000
TOTAL BUDGET							\$129,985

EXHIBIT C

Activity Schedule

[RESERVED]

EXHIBIT D

Insurance Requirements

Please refer to the insurance requirements listed below. Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor’s or Consultant’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

Coverage at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 per accident for bodily injury and property damage.

___ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 per accident for bodily injury and property damage.

___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

X Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

___ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

___ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Contractor or Consultant makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor/Consultant Signature

Builder’s Risk (Course of Construction):

___ Insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Surety Bonds:

___ Contractor shall provide the following Surety Bonds:

- 1. Bid Bond
- 2. Performance Bond
- 3. Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Contractor’s or Consultant’s Pollution Legal Liability:

___ Contractor’s or Consultant’s pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X **Additional Insured Status:**

The insurance policies are to contain, or be endorsed to contain the following provision:

The City, its elected and appointed officials, officers, attorneys, agents, and employees are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor or Consultant or any subcontractors including materials, parts, or equipment furnished in connection with such work or operations, including completed operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s or Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

X **Primary Coverage:**

The insurance policies are to contain, or be endorsed to contain the following provision:

For any claims related to this contract, the Contractor's or Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees. Any insurance or self-insurance maintained by the City, its elected and appointed officials, officers, attorneys, agents, and employees shall be in excess of the Contractor's or Consultant's insurance and shall not contribute with it.

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

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

X **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

Each insurance policy required above shall contain, or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

X **Waiver of Subrogation:**

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of

any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

Completed Operations

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

Acceptability of Insurers:

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

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

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor or Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor’s Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

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

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor’s work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Item Attachment Documents:

- C9. Partial Assignment and Assumption Agreement of First Amendment to the McCarthy Ranch Development Agreement to Embarcadero Capital Partners and Bridge Development Partners

Alex Andrade, Economic Development Director 408-586-3046, Noa Kornbluh, Economic Development Specialist 408-586-3047

Recommendation:

Approve form Partial Assignment and Assumption Agreements to Embarcadero Capital Partners and Bridge Development Partners and authorize Interim City Manager or designee to execute the assignments subject to minor conforming and clarifying changes approved by City Attorney



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Partial Assignment and Assumption Agreement of First Amendment to the McCarthy Ranch Development Agreement to Embarcadero Capital Partners and Bridge Development Partners
Category:	Consent Calendar-Community Development
Meeting Date:	6/18/2019
Staff Contact:	Alex Andrade, Economic Development Director 408-586-3046, Noa Kornbluh, Economic Development Specialist 408-586-3047
Recommendation:	Approve form Partial Assignment and Assumption Agreements to Embarcadero Capital Partners and Bridge Development Partners and authorize Interim City Manager or designee to execute the assignments subject to minor conforming and clarifying changes approved by City Attorney

Background:

In May of 2000, the City adopted the McCarthy Ranch Development Agreement, which vested certain rights for future development on a previously vacant parcel located north of Interstate 237 and west of North McCarthy Boulevard. The Development Agreement involved approximately 139 acres of industrial land owned at the time by Muriel M. Harris and Joseph A. McCarthy as Trustees of MGM Revocable Trust (“McCarthy”). As these properties are sold, the rights granted under the Development Agreement are transferred to the new property owners through Partial Assignment and Assumption Agreements.

Shortly after executing the Development Agreement in March 2000, McCarthy sold 65 acres (“Campus Center”) of property associated with the McCarthy Ranch Development Agreement to Veritas Operating Corporation (“Veritas”) and with the City’s consent, assigned its rights and obligations relating to the Campus Center (115-155 N. McCarthy Blvd.) under the Development Agreement to Veritas. Veritas constructed the first phase of the development consisting of three office buildings totaling approximately 469,464 square feet, which have remained vacant since 2017 when Cisco left the site.

In September 2006, Veritas sold the 65-acre Campus Center to BRE/Milpitas LLC (“Blackstone”) and with the City’s consent, Veritas assigned its rights and obligations relating to Campus Center to Blackstone. In March 2009, the City approved the First Amendment to the McCarthy Ranch Development Agreement affecting the 65-acre property known as the Campus Center. This amendment allowed the property owner to intensify development on the site from .35 Floor Area Ratio (FAR) to .50 FAR (a 15% increase), which equates to 424,814 additional square feet. The Amendment also extended the Development Agreement until 2025. An Environmental Impact Report (EIR) was prepared since the additional square footage has potential impacts to the environment such as traffic and storm utilities.

In March 2015, the City approved a Partial Assignment and Assumption Agreement allowing Hudson Campus Center, LLC (“Hudson”) to purchase the 65-acre campus from Blackstone with three existing buildings on the site measuring approximately 469,464 square feet. The City of Milpitas has approved the Partial Assignment and Assumption of the property five times. Hudson is now seeking the consent of the City to sell the property to two new property owners. The proposed new property owners are Embarcadero Capital Partners (“ECP”) and Bridge Development Partners (“Bridge”).

ECP intends to purchase the 30 acres with the three existing buildings totaling 469,464 square feet and a parking lot known as parcels A, 1, 2, and 3 (See attached parcel map).

Bridge intends to purchase and develop the vacant 35-acre parcel known as parcel 4 (see attached parcel map). As part of their due diligence, Bridge has been in contact with the City's Planning Department to ensure that their project is compliant with the existing amended Development Agreement, although no formal application has yet been submitted to date. Bridge plans to develop the site with approximately 780,000 square feet of industrial space.

Since 2000, only 469,464 square feet of the proposed development was constructed. Because the property is now being split between two prospective owners resulting in potential changes to the original proposed development project, the assignment of the conditions of approval must be clarified as it applies to each new owner and their associated responsibilities to make the City whole.

Analysis:

The purpose of the Partial Assignment and Assumption Agreements is to ensure that the new property owners comply with the terms of the First Amendment to the McCarthy Ranch Development Agreement in effect on the overall 65-acre site (parcels A, 1, 2, 3 and 4). Staff has worked closely with Hudson, Bridge and ECP to ensure that all the terms of the Amended Development Agreement will be satisfied.

The terms of the First Amendment to the McCarthy Ranch Development Agreement established certain fees developers are required to pay. All fees and obligations are outlined in the Partial Assignment and Assumption Agreements. These fees include the following:

- 1) Contribution of \$96,000 from EPC and \$104,000 from Bridge to a future shuttle program due six months after the execution of the attached Partial Assignment and Assumption Agreements. Detailed in 3(a) of the Partial Assignment and Assumption Agreements.
- 2) A onetime \$350,000 fee, to be escalated to present value, for traffic improvements due six months after final certificate of occupancy of an aggregate of 800,000 or more square feet of new building across both the EPC and Bridge parcels. The property owner who is issued the certificate of occupancy is responsible for fee. Detailed in 3(b) of the Partial Assignment and Assumption Agreements.
- 3) Additional traffic safety/operational improvements along North McCarthy Blvd. due prior to issuance of certificate of occupancy of the fourth new building aggregated across both the EPC and Bridge parcels. The property owner who applies for the certificate of occupancy is responsible for fee. Detailed in 3(c) of the Partial Assignment and Assumption Agreements.
- 4) A onetime \$125,000 sidewalk reimbursement fee due at the first building permit issuance to either property owner. The property owner who is issued the building permit is responsible for fee. Detailed in 3(d) of the Partial Assignment and Assumption Agreements.

Despite having approved site plans since 2006, 35 of the 65-acre site has remained undeveloped and the three buildings totaling 469,464 square feet have been vacant since 2017. By allowing Hudson to assign their rights and obligations under the First Amendment to the McCarthy Ranch Development Agreement to new property owners, there is an opportunity for the vacant land to be developed and the buildings to be occupied, bringing quality jobs and additional revenue to the City.

Policy Alternatives:

Alternative 1: City Council does not approve the form Partial Assignment and Assumption Agreements with Bridge and ECP, nor authorize City Manager or her designee to execute the assignments subject to minor conforming and clarifying changes approved by the City Attorney.

Pros: If the City does not authorize the Partial Assignment and Assumption Agreement of the First Amendment to the McCarthy Ranch Development Agreement, it is likely the properties will not be further developed avoiding any additional environmental and traffic impacts from potential new development on the site.

Cons: If the City Council does not approve the Partial Assignment and Assumption Agreement, Hudson will not be able to sell the property potentially jeopardizing future development of the site. And, Milpitas may miss out on the potential for additional quality jobs and revenue from future commercial development and corporate tenants.

Reason not recommended: Bridge and EPC have agreed to all Partial Assignment and Assumption Agreement conditions ensuring that they will continue to fulfill all the obligations under the First Amendment to the McCarthy Ranch Development Agreement.

Fiscal Impact:

The First Amendment to the McCarthy Ranch Development Agreement includes a \$200,000 contribution to the City for a shuttle program, and development fees for traffic impacts and sidewalk and traffic improvements along North McCarthy Blvd and associated streets as identified as items 1 – 4 above.

The project is subject to all other applicable site development and building permit fees in effect prior to February 1, 2009 including the Storm Water Connection Fee, Calaveras Widening Impact Fee, and Milpitas Business Park and McCarthy Ranch Traffic Impact Fees (Condition 26, 28 & 29 of Exhibit 2A of the First Amendment to the McCarthy Ranch Development Agreement).

California Environmental Quality Act:

By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a “project” for the purpose of CEQA as this action has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Recommendation:

1. Approve form Partial Assignment and Assumption Agreement to Embarcadero Capital Partners and authorize Interim City Manager or her designee to execute the assignment subject to minor conforming and clarifying changes approved by City Attorney.
2. Approve form Partial Assignment and Assumption Agreement to Bridge Development Partners and authorize Interim City Manager or her designee to execute the assignment subject to minor conforming and clarifying changes approved by City Attorney.

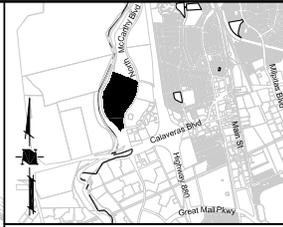
Attachments:

- Map of the 65-acre Campus Center property
- Partial Assignment and Assumption Agreement - Bridge Development Partners
- Partial Assignment and Assumption Agreement - Embarcadero Capital Partners

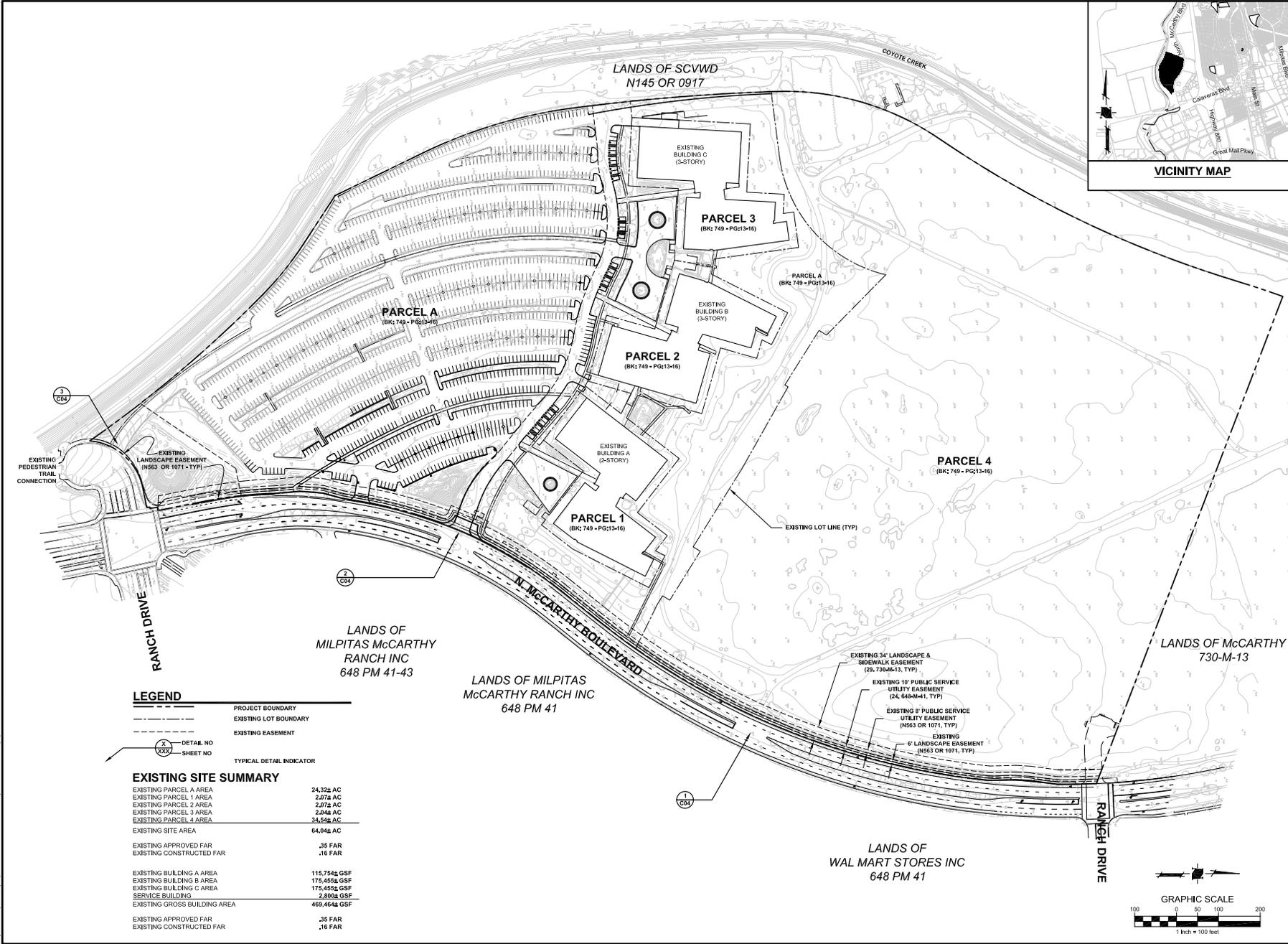


HMH ENGINEERS
 San Jose (408) 487-2200 Gilroy (408) 846-0707
 www.hmh-engineers.com

DMJM DESIGN AECOM



VICINITY MAP



LEGEND

- PROJECT BOUNDARY
- - - EXISTING LOT BOUNDARY
- - - EXISTING EASEMENT
- (X) DETAIL NO
- (XXX) SHEET NO
- TYPICAL DETAIL INDICATOR

EXISTING SITE SUMMARY

EXISTING PARCEL A AREA	24,324 AC
EXISTING PARCEL 1 AREA	2,074 AC
EXISTING PARCEL 2 AREA	2,074 AC
EXISTING PARCEL 3 AREA	2,074 AC
EXISTING PARCEL 4 AREA	34,554 AC
EXISTING SITE AREA	64,044 AC
EXISTING APPROVED FAR	.35 FAR
EXISTING CONSTRUCTED FAR	.16 FAR
EXISTING BUILDING A AREA	115,754z GSF
EXISTING BUILDING B AREA	175,455z GSF
EXISTING BUILDING C AREA	175,455z GSF
SERVICE BUILDING	2,300z GSF
EXISTING CROSS BUILDING AREA	459,454z GSF
EXISTING APPROVED FAR	.35 FAR
EXISTING CONSTRUCTED FAR	.16 FAR

**THE CAMPUS at
 MCCARTHY RANCH**
 #SZ2007-0002 (REF. PERMIT #82087)



NO	DATE	DESCRIPTION
1	11/17/2008	RESPONSE TO COMMENTS
2	04/14/2009	RESPONSE TO COMMENTS
3	01/25/2008	PER CITY COMMENTS

PROJECT NO:	364820
CAD DWG FILE:	36480002.DWG
DESIGNED BY:	VRAL/CT
DRAWN BY:	LRC
CHECKED BY:	MB
DATE:	APR. 14TH, 2008
SCALE:	1" = 10'

EXISTING SITE TOPOGRAPHY

C02

305

S:\PROJECTS\364800\364800.dwg - 2008 - 04 - 14 - 10:10 AM

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Attention: _____

(Space Above For Recorder's Use)

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT AND CERTIFICATE OF SATISFACTION

[Bridge Parcel]

This **PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT AND CERTIFICATE OF SATISFACTION** ("Agreement") is entered into as of _____ by and between the CITY OF MILPITAS, a municipal corporation in the State of California ("City"), HUDSON CAMPUS CENTER, LLC, a Delaware limited liability company ("Hudson") and BRIDGE POINT MILPITAS, LLC, a Delaware limited liability company ("Buyer"). Hudson and Buyer are collectively referred to herein as the "Parties."

RECITALS

A. On March 21, 2000, the City Council adopted Ordinance 38.755 approving a development agreement, the "Original Development Agreement") pursuant to Government Code § 65864, *et seq.*, by and between the City and Muriel M. Harris and Joseph A. McCarthy, each as trustees of the MGM Revocable Trust, dated December 14, 1982, as amended, and of the RIM Revocable Trust, dated February 12, 1982, as amended ("McCarthy"). The Original Development Agreement was recorded in the Santa Clara County Recorder's Office on May 1, 2000 as Document No. 15230737. The Original Development Agreement vested certain development rights in certain property commonly referred to as the McCarthy Ranch Property ("Property") including, but not limited to, the right to development of the Property pursuant to the adopted General Plan and zoning designations, and in conformance with the McCarthy Ranch Design Guidelines and Development Standards dated March 7, 2000 (the "Design Guidelines"), as said rights are more specifically described in the Original Development Agreement. The Original Development Agreement (as amended by the First Amendment (as defined below), the "Development Agreement")), General Plan designation, zoning designation, Design Guidelines, the Conditional Use Permit approved by the City on March 3, 2009, the Vesting Tentative Map approved by the City on March 3, 2009 and any other approvals granted

by the City with respect to the Hudson Parcel (as defined below) are collectively referred to as the "Project Approvals."

B. On July 6, 2000, the City, McCarthy, and Veritas Operating Corporation, a Delaware corporation ("Veritas") entered into that certain Partial Assignment and Assumption Agreement, and Certificate of Partial Satisfaction (the "McCarthy Assignment"), whereby McCarthy assigned to Veritas all of its rights in the Development Agreement relating to the vesting of the Project Approvals as applicable to approximately 65 acres of the Property which is described on Exhibit A attached hereto, and incorporated herein by this reference (the "Hudson Parcel"). The City consented to the McCarthy Assignment. The McCarthy Assignment was recorded in the Santa Clara County Recorder's Office on July 31, 2000 as Document No. 15337875.

C. On August 15, 2000, the City, Veritas, and Wells Fargo Bank Northwest, National Association, formerly known as and successor to First Security Bank National Association, a national banking association, not individually but solely as the Owner Trustee under the VS Trust 2000-2 ("Owner Trustee") entered into that certain Assignment and Assumption Agreement and Certificate of Satisfaction, recorded on October 30, 2000 as Document No. 15438291 (the "Veritas Assignment"), whereby Veritas assigned to Owner Trustee all of its rights in the Original Development Agreement relating to the vesting of the Project Approvals as applicable to the Hudson Parcel. The City consented to the Veritas Assignment.

D. On September 19, 2006, the City, Veritas and Owner Trustee entered into that certain Assignment and Assumption Agreement, recorded October 6, 2006 as Document No. 19133726 (the "Owner Trustee Assignment"), whereby Owner Trustee assigned to Veritas all of its rights in the Original Development Agreement relating to the vesting of the Project Approvals as applicable to the Hudson Parcel. The City consented to the Owner Trustee Assignment.

E. On September 19, 2006, the City, Veritas and BRE/Milpitas L.L.C., a Delaware limited liability company ("Blackstone") entered into that certain Assignment and Assumption Agreement and Certificate of Satisfaction, recorded October 6, 2006 as Document #19133727 (the "Second Veritas Assignment"), whereby Veritas assigned to Blackstone all of its rights in the Original Development Agreement relating to the vesting of the Project Approvals as applicable to the Hudson Parcel. The City consented to the Second Veritas Assignment.

F. On March 17, 2009, the City and Blackstone entered into that certain First Amendment to McCarthy Development Agreement, recorded June 2, 2009 as Document #20277017 (the "First Amendment"), which affected only the Hudson Parcel.

G. On April 1, 2015, the City, Blackstone and Hudson entered into that certain Assignment and Assumption Agreement, recorded April 3, 2015 as Document #22905018 (the "Blackstone Assignment"), whereby Blackstone assigned to Hudson all of its rights in the Development Agreement relating to the vesting of the Project Approvals as applicable to the Hudson Parcel. The City consented to the Blackstone Assignment.

H. A portion of the Hudson Parcel, described as Parcel A and Parcels 1, 2 and 3 on that certain Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on June 6, 2002 in Book 749 of Maps at Pages 13, 14, 15 and 16 (the "Remainder Hudson Parcel"), has been previously developed. Hudson intends to sell a portion of the Hudson Parcel, as more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "Bridge Parcel"), to Buyer.

I. Section 8 of the Blackstone Assignment provides that Hudson may assign any of its interests in the Development Agreement with the written consent of the City, which consent shall not be unreasonably withheld.

J. Hudson has agreed to assign to Buyer its interests in the Development Agreement as to the Bridge Parcel, in conjunction with the sale of the Bridge Parcel, and the City is willing to consent to the assignment made pursuant to this Agreement ("Assignment").

K. With this Agreement, the Parties also desire to clarify the specific obligations which will be assumed by Buyer, in connection with the Assignment, and to release Hudson from responsibility for any other Development Agreement obligations related to the Bridge Parcel.

L. Furthermore, pursuant to Section 15 of the Development Agreement, Hudson and Buyer have requested a statement from City regarding the status and effect of the Development Agreement on the Bridge Parcel.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants in this Agreement, the City, Hudson and Buyer agree as follows:

1. Assignment. As allowed under Section 19 of the Development Agreement on the Effective Date, as defined below, Hudson hereby assigns to Buyer all of its rights in and obligations under the Development Agreement relating to the vesting of the Project Approvals as applicable to the Bridge Parcel. The vested rights assignment hereunder shall continue in effect for the remaining term of the Development Agreement.

2. City's Consent to Assignment. In accordance with Section 19 of the Development Agreement, the City agrees to the Assignment to Buyer made pursuant to this Agreement.

3. Obligations Assumed by Buyer. As provided under Section 1.2 and Section 19 of the Development Agreement, which allow for the allocation of Development Agreement obligations in conjunction with the Assignment, on the Effective Date of this Assignment, Buyer shall assume and solely be liable and responsible for all of the obligations of Hudson (as owner and developer of the Bridge Parcel) related to the Bridge Parcel under the Development Agreement. Buyer shall not assume any obligations of Hudson that relate solely to the Remainder Hudson Parcel. For the avoidance of doubt, Buyer acknowledges that it shall

assume and be liable for the all of the obligations described in Exhibit A-2 to the First Amendment ("Exhibit A-2") that relate to the Bridge Parcel, with the following clarifications:

(a) Buyer shall have the obligation to pay the City, within six (6) months of the Effective Date (as defined herein), an amount of \$104,000 in full satisfaction of its obligation to contribute to the cost of the shuttle program as described in Condition 5 of Exhibit A-2 ("Condition 5") and, following Buyer's payment, City acknowledges that Buyer shall have no further obligation or liability with respect to Condition 5;

(b) In the event Buyer or any other person or entity constructs any new building(s) (i.e., a building not existing as of the date of the First Amendment) on the Bridge Parcel, and as a result of the construction of such new building(s), there is a total permitted occupancy (as evidenced by the issuance by the City of one or more final certificates of occupancy for such new building(s)) in the aggregate of 800,000 square feet or more of new buildings (i.e., a building or buildings not existing as of the date of the First Amendment) on the Bridge Parcel, then Buyer shall, within six (6) months of the issuance of such final certificate of occupancy, submit to the City a one-time payment of \$350,000 (2009 value and to be escalated to present value of the year the threshold is met by the Engineering News Record (ENR) construction index) (the "Traffic Fee") for the purposes of design and construction of one new traffic signal and related improvements and works at one of the two project driveways between Ranch Dr. (N) and Ranch Dr. (S) on N. McCarthy Blvd, as described in and in full satisfaction of Condition 18 of Exhibit A-2 ("Condition 18"), and, following the payment of the Traffic Fee by Buyer (or the payment of Traffic Fee by the owner of the Remainder Hudson Parcel in connection with construction of one or more new buildings on the Remainder Hudson Parcel – i.e., the Traffic Fee is only owed once), City acknowledges that Buyer shall have no further obligation or liability with respect to Condition 18;

(c) In the event Buyer or any other person or entity constructs a new building (i.e., a building not existing as of the date of the First Amendment) on the Bridge Parcel, and such new building is the fourth new building constructed on the Hudson Parcel and triggers the obligation under Condition 19 of Exhibit A-2 ("Condition 19"), then Buyer shall construct traffic safety/operational improvements (installation of new pedestrian crosswalk and pedestrian flashing warning signals and a vehicle speed feedback sign) in accordance with the requirements of Condition 19 (the "Traffic Improvements") and, following completion of the Traffic Improvements by Buyer (or the completion of the Traffic Improvements by the owner of the Remainder Hudson Parcel in connection with the construction of a new building on the Remainder Hudson Parcel – i.e., the Traffic Improvements only need to be completed once), City acknowledges that Buyer shall have no further obligation or liability with respect to Condition 19; and

(d) Prior to the issuance of a building permit for any new building(s) (i.e., a building not existing as of the date of the First Amendment) (excluding remodeling and retrofitting of existing building) on the Bridge Parcel, Buyer shall pay a one-time Sidewalk Reimbursement Fee of \$125,000 as specified in the "TRAFFIC SIGNAL AND SIDEWALK

IMPROVEMENTS REIMBURSEMENT AGREEMENT,” (the “Sidewalk Fee”) approved on February 5, 2002 between the City and Veritas, as described in and in full satisfaction of Condition 27 of Exhibit A-2, and, following payment of the Sidewalk Fee by Buyer (or the payment of the Sidewalk Fee by the owner of the Remainder Hudson Parcel in connection with the issuance of a building permit for any new building on the Remainder Hudson Parcel– i.e., the Sidewalk Fee is only owed once), City acknowledges that Buyer shall have no further obligation or liability with respect to Condition 27.

4. [Intentionally left blank]

5. Nonliability of Hudson. Hudson shall not be liable for and shall be released from any of the Development Agreement obligations assumed by Buyer pursuant to this Agreement but only to the extent said obligations have been assumed by Buyer.

6. Effective Date of Assignment. The Assignment shall be effective upon final execution of this Agreement by Hudson and Buyer and consented to by City (the “Effective Date”).

7. Development Agreement Status/Certificate of Satisfaction. In accordance with Section 15 of the Development Agreement, City states that, as of the date of this Agreement:

(a) The Development Agreement is in full force and effect.

(b) There are no defaults relating to the Bridge Parcel affecting the Development Agreement.

(c) All obligations to have been performed in conjunction with the development of the Bridge Parcel have been satisfied to the extent required. The only remaining obligations under the Development Agreement related to the Bridge Parcel are those described in Exhibit A-2 of the First Amendment to DA, as clarified in Section 3 above.

(d) There are no dedications, exactions, fees, assessments, taxes, charges, or other costs described in Exhibit A-2 that are currently owing relating to the Bridge Parcel or that will ever become owing, absent further development on the Bridge Parcel.

(e) The Development Agreement, and any rights and obligations thereunder, have not been assigned or assumed except as provided in this Agreement.

8. Binding Effect. Pursuant to Section 20 of the Development Agreement, this Agreement, and all the terms and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, heirs or other successors in interest, and may be relied on by Hudson, Buyer and any lender of Buyer. The terms and conditions of this Agreement shall remain in full force and unaffected notwithstanding (i) the subsequent termination of, or amendment to, the Development Agreement applicable to the Remainder Hudson Parcel, and/or (ii) any change in the General Plan, Zoning Ordinance or Design Guidelines which affects the Remainder Hudson Parcel.

9. Further Assignment. Buyer (after receiving the Assignment), and its respective successors and assigns, shall be entitled to assign its rights and obligations, subject only to City's consent, which consent shall not be unreasonably withheld, and to other applicable provisions affecting such Assignment as set forth in Section 19 of the Development Agreement.

10. Recordation. After its execution by the City, Hudson and Buyer, this Agreement shall be recorded with Santa Clara County Recorder's Office and a copy shall be provided to City.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

12. Declaration and Reservation of Reciprocal Access Easement Agreement. City agrees to the termination of the Declaration and Reservation of Reciprocal Access Easement Agreement, dated June 6, 2002, and recorded as Document No. 16302140 in the Official Records of Santa Clara County, California (the "**2002 Declaration**"), and agrees to execute a recordable instrument directing the termination of the 2002 Declaration, upon the City's approval (whether pursuant to Section XI-10-57.03(J) of the City's Municipal Code or otherwise) of a new (or modified) site plan for the Bridge Parcel that does not include any shared private utilities, shared access or shared landscape and maintenance requirements in common with the Remainder Hudson Parcel, unless the same are governed by an agreement other than the 2002 Declaration. The foregoing shall not be the sole reason that the City may agree to the termination of the 2002 Declaration, and the City reserves the right to agree to a termination of the 2002 Declaration for any other reason, as determined by the City. Furthermore, the City acknowledges and agrees that the termination of the 2002 Declaration will not impact any existing site development permits for the Hudson Parcel.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed to be effective on the date specified herein.

City: CITY OF MILPITAS,
a municipal corporation in the State of California

By: _____

Name: _____

Its: _____

[Signature Page Continues On Next Page]

[Signature Page Continued From Previous Page]

Parties: "HUDSON"

HUDSON CAMPUS CENTER, LLC,
a Delaware limited liability company

By: Hudson Pacific Properties, L.P.,
a Maryland limited partnership,
its sole member

By: Hudson Pacific Properties, Inc.,
a Maryland corporation,
its general partner

By: _____
Name: Mark Lammas
Title: Chief Financial Officer

"BUYER"

BRIDGE POINT MILPITAS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Legal Description of Hudson Parcel

All that certain real property situated in the City of Milpitas, County of Santa Clara, State of California, being more particularly described as follows:

All of Parcel A and Parcels 1, 2, 3 and 4, as said parcels are shown upon that certain Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on June 6, 2002 in Book 749 of Maps at Pages 13, 14, 15 and 16.

APN: 022-56-005 (Parcel 1), 022-56-006 (Parcel 2), 022-56-007 (Parcel 3), 022-56-008 (Parcel 4), 022-56-009 (Parcel A)

EXHIBIT B

Legal Description of Bridge Parcel

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

PARCEL ONE:

PARCEL 4, AS SHOWN UPON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JUNE 6, 2002 IN BOOK 749 OF MAPS AT PAGE 13, 14, 15 AND 16.

APN: 022-56-008

ARB: 022-31-005

BRIDGE ASSIGNMENT.DOCX

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Attention: _____

(Space Above For Recorder's Use)

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT AND CERTIFICATE OF SATISFACTION

[ECP Parcel]

This **PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT AND CERTIFICATE OF SATISFACTION** ("Agreement") is entered into as of _____ by and between the CITY OF MILPITAS, a municipal corporation in the State of California ("City"), HUDSON CAMPUS CENTER, LLC, a Delaware limited liability company ("Hudson") and [_____] ("Buyer"). Hudson and Buyer are collectively referred to herein as the "Parties."

RECITALS

A. On March 21, 2000, the City Council adopted Ordinance 38.755 approving a development agreement, the "Original Development Agreement") pursuant to Government Code § 65864, *et seq.*, by and between the City and Muriel M. Harris and Joseph A. McCarthy, each as trustees of the MGM Revocable Trust, dated December 14, 1982, as amended, and of the RIM Revocable Trust, dated February 12, 1982, as amended ("McCarthy"). The Original Development Agreement was recorded in the Santa Clara County Recorder's Office on May 1, 2000 as Document No. 15230737. The Original Development Agreement vested certain development rights in certain property commonly referred to as the McCarthy Ranch Property ("Property") including, but not limited to, the right to development of the Property pursuant to the adopted General Plan and zoning designations, and in conformance with the McCarthy Ranch Design Guidelines and Development Standards dated March 7, 2000 (the "Design Guidelines"), as said rights are more specifically described in the Original Development Agreement. The Original Development Agreement (as amended by the First Amendment (as defined below), the "Development Agreement")), General Plan designation, zoning designation, Design Guidelines, the Conditional Use Permit approved by the City on March 3, 2009, the Vesting Tentative Map approved by the City on March 3, 2009 and any other approvals granted by the City with respect to the Hudson Parcel (as defined below) are collectively referred to as the "Project Approvals."

B. On July 6, 2000, the City, McCarthy, and Veritas Operating Corporation, a Delaware corporation ("Veritas") entered into that certain Partial Assignment and Assumption Agreement, and Certificate of Partial Satisfaction (the "McCarthy Assignment"), whereby McCarthy assigned to Veritas all of its rights in the Development Agreement relating to the vesting of the Project Approvals as applicable to approximately 65 acres of the Property which is described on Exhibit A attached hereto, and

incorporated herein by this reference (the "Hudson Parcel"). The City consented to the McCarthy Assignment. The McCarthy Assignment was recorded in the Santa Clara County Recorder's Office on July 31, 2000 as Document No. 15337875.

C. On August 15, 2000, the City, Veritas, and Wells Fargo Bank Northwest, National Association, formerly known as and successor to First Security Bank National Association, a national banking association, not individually but solely as the Owner Trustee under the VS Trust 2000-2 ("Owner Trustee") entered into that certain Assignment and Assumption Agreement and Certificate of Satisfaction, recorded on October 30, 2000 as Document No. 15438291 (the "Veritas Assignment"), whereby Veritas assigned to Owner Trustee all of its rights in the Original Development Agreement relating to the vesting of the Project Approvals as applicable to the Hudson Parcel. The City consented to the Veritas Assignment.

D. On September 19, 2006, the City, Veritas and Owner Trustee entered into that certain Assignment and Assumption Agreement, recorded October 6, 2006 as Document No. 19133726 (the "Owner Trustee Assignment"), whereby Owner Trustee assigned to Veritas all of its rights in the Original Development Agreement relating to the vesting of the Project Approvals as applicable to the Hudson Parcel. The City consented to the Owner Trustee Assignment.

E. On September 19, 2006, the City, Veritas and BRE/Milpitas L.L.C., a Delaware limited liability company ("Blackstone") entered into that certain Assignment and Assumption Agreement and Certificate of Satisfaction, recorded October 6, 2006 as Document #19133727 (the "Second Veritas Assignment"), whereby Veritas assigned to Blackstone all of its rights in the Original Development Agreement relating to the vesting of the Project Approvals as applicable to the Hudson Parcel. The City consented to the Second Veritas Assignment.

F. On March 17, 2009, the City and Blackstone entered into that certain First Amendment to McCarthy Development Agreement, recorded June 2, 2009 as Document #20277017 (the "First Amendment"), which affected only the Hudson Parcel.

G. On April 1, 2015, the City, Blackstone and Hudson entered into that certain Assignment and Assumption Agreement, recorded April 3, 2015 as Document #22905018 (the "Blackstone Assignment"), whereby Blackstone assigned to Hudson all of its rights in the Development Agreement relating to the vesting of the Project Approvals as applicable to the Hudson Parcel. The City consented to the Blackstone Assignment.

H. A portion of the Hudson Parcel, described as Parcel A and Parcels 1, 2 and 3 on that certain Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on June 6, 2002 in Book 749 of Maps at Pages 13, 14, 15 and 16, has been previously developed. Hudson intends to sell a portion of the Hudson Parcel, as more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "ECP Parcel"), to Buyer.

I. Section 8 of the Blackstone Assignment provides that Hudson may assign any of its interests in the Development Agreement with the written consent of the City, which consent shall not be unreasonably withheld.

J. Hudson has agreed to assign to Buyer its interests in the Development Agreement as to the ECP Parcel, in conjunction with the sale of the ECP Parcel, and the City is willing to consent to the assignment made pursuant to this Agreement ("Assignment").

K. With this Agreement, the Parties also desire to clarify the specific obligations which will be assumed by Buyer, in connection with the Assignment, and to release Hudson from responsibility for any other Development Agreement obligations related to the ECP Parcel.

L. Furthermore, pursuant to Section 15 of the Development Agreement, Hudson and Buyer have requested a statement from City regarding the status and effect of the Development Agreement on the ECP Parcel.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants in this Agreement, the City, Hudson and Buyer agree as follows:

1. Assignment. As allowed under Section 19 of the Development Agreement on the Effective Date, as defined below, Hudson hereby assigns to Buyer all of its rights in and obligations under the Development Agreement relating to the vesting of the Project Approvals as applicable to the ECP Parcel. The vested rights assignment hereunder shall continue in effect for the remaining term of the Development Agreement.

2. City's Consent to Assignment. In accordance with Section 19 of the Development Agreement, the City agrees to the Assignment to Buyer made pursuant to this Agreement.

3. Obligations Assumed by Buyer. As provided under Section 1.2 and Section 19 of the Development Agreement, which allow for the allocation of Development Agreement obligations in conjunction with the Assignment, on the Effective Date of this Assignment, Buyer shall assume and solely be liable and responsible for all of the obligations of Hudson (as owner and developer of the ECP Parcel) related to the ECP Parcel under the Development Agreement. Buyer shall not assume any obligations of Hudson that relate solely to the parcel described as Parcel 4 on that certain Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on June 6, 2002 in Book 749 of Maps at Pages 13, 14, 15 and 16 ("Parcel 4"). For the avoidance of doubt, Buyer acknowledges that it shall assume and be liable for the all of the obligations described in Exhibit A-2 to the First Amendment ("Exhibit A-2") that relate to the ECP Parcel, with the following clarifications:

(a) Buyer shall have the obligation to pay the City, within six (6) months of the Effective Date (as defined herein), an amount of \$96,000 in full satisfaction of its obligation to contribute to the cost of the shuttle program as described in Condition 5 of Exhibit A-2 ("Condition 5") and, following Buyer's payment, City acknowledges that Buyer shall have no further obligation or liability with respect to Condition 5;

(b) In the event Buyer or any other person or entity constructs any new building(s) (i.e., a building in addition to any existing buildings as of the date of the First Amendment) on the ECP Parcel, and as a result of the construction of such new building(s), there is a total permitted occupancy (as evidenced by the issuance by the City of one or more final certificates of occupancy for such new building(s)) in the aggregate of 800,000 square feet or more of new buildings (i.e., a building or buildings not existing as of the date of the First Amendment) on the Hudson Parcel, then Buyer shall, within six (6) months of the issuance of such final certificate of occupancy, submit to the City a one-time payment of \$350,000 (2009 value and to be escalated to present value of the year the threshold is met by the Engineering News Record (ENR) construction index) (the "Traffic Fee") for the purposes of design and construction of one new traffic signal and related improvements and works at one of the two project driveways between Ranch Dr. (N) and Ranch Dr. (S) on N. McCarthy Blvd, as described in and in full satisfaction of Condition 18 of Exhibit A-2 ("Condition 18"), and, following the payment of the Traffic Fee

by Buyer (or the payment of Traffic Fee by the owner of Parcel 4 in connection with construction of one or more new buildings on Parcel 4 – i.e., the Traffic Fee is only owed once), City acknowledges that Buyer shall have no further obligation or liability with respect to Condition 18;

(c) In the event Buyer or any other person or entity constructs a new building (i.e., a building in addition to any existing buildings of the date of the First Amendment) on the ECP Parcel, and such new building is the fourth new building constructed on the Hudson Parcel and triggers the obligation under Condition 19 of Exhibit A-2 (“Condition 19”), then Buyer shall construct traffic safety/operational improvements (installation of new pedestrian crosswalk and pedestrian flashing warning signals and a vehicle speed feedback sign) in accordance with the requirements of Condition 19 (the “Traffic Improvements”) and, following completion of the Traffic Improvements by Buyer (or the completion of the Traffic Improvements by the owner of Parcel 4 in connection with the construction of a new building on Parcel 4 – i.e., the Traffic Improvements only need to be completed once), City acknowledges that Buyer shall have no further obligation or liability with respect to Condition 19; and

(d) Prior to the issuance of a building permit for any new building(s) (i.e., a building in addition to any existing buildings as of the date of the First Amendment) (excluding remodeling and retrofitting of existing building) on the ECP Parcel, Buyer shall pay a one-time Sidewalk Reimbursement Fee of \$125,000 as specified in the “TRAFFIC SIGNAL AND SIDEWALK IMPROVEMENTS REIMBURSEMENT AGREEMENT,” (the “Sidewalk Fee”) approved on February 5, 2002 between the City and Veritas, as described in and in full satisfaction of Condition 27 of Exhibit A-2, and, following payment of the Sidewalk Fee by Buyer (or the payment of the Sidewalk Fee by the owner of Parcel 4 in connection with the issuance of a building permit for any new building on Parcel 4 – i.e., the Sidewalk Fee is only owed once), City acknowledges that Buyer shall have no further obligation or liability with respect to Condition 27.

4. [Intentionally left blank]

5. Nonliability of Hudson. Hudson shall not be liable for and shall be released from any of the Development Agreement obligations assumed by Buyer pursuant to this Agreement but only to the extent said obligations have been assumed by Buyer.

6. Effective Date of Assignment. The Assignment shall be effective upon final execution of this Agreement by Hudson and Buyer and consented to by City (the “Effective Date”).

7. Development Agreement Status/Certificate of Satisfaction. In accordance with Section 15 of the Development Agreement, City states that, as of the date of this Agreement:

(a) The Development Agreement is in full force and effect.

(b) There are no defaults relating to the ECP Parcel affecting the Development Agreement.

(c) All obligations to have been performed in conjunction with the development of the ECP Parcel have been satisfied to the extent required. The only remaining obligations under the Development Agreement related to the ECP Parcel are those described in Exhibit A-2 of the First Amendment to DA, as clarified in Section 3 above.

(d) There are no dedications, exactions, fees, assessments, taxes, charges, or other costs described in Exhibit A-2 that are currently owing relating to the ECP Parcel or that will ever become owing, absent further development on the ECP Parcel.

(e) The Development Agreement, and any rights and obligations thereunder, have not been assigned or assumed except as provided in this Agreement.

8. Binding Effect. Pursuant to Section 20 of the Development Agreement, this Agreement, and all the terms and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, heirs or other successors in interest, and may be relied on by Hudson, Buyer and any lender of Buyer. The terms and conditions of this Agreement shall remain in full force and unaffected notwithstanding (i) the subsequent termination of, or amendment to, the Development Agreement applicable to the remaining portion of the Property (*i.e.*, that portion of the Property other than the ECP Parcel), and/or (ii) any change in the General Plan, Zoning Ordinance or Design Guidelines which affects the remaining portion of the Property.

9. Further Assignment. Buyer (after receiving the Assignment), and its respective successors and assigns, shall be entitled to assign its rights and obligations, subject only to City's consent, which consent shall not be unreasonably withheld, and to other applicable provisions affecting such Assignment as set forth in Section 19 of the Development Agreement.

10. Recordation. After its execution by the City, Hudson and Buyer, this Agreement shall be recorded with Santa Clara County Recorder's Office and a copy shall be provided to City.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

12. Declaration and Reservation of Reciprocal Access Easement Agreement. City agrees to the termination of the Declaration and Reservation of Reciprocal Access Easement Agreement, dated June 6, 2002, and recorded as Document No. 16302140 in the Official Records of Santa Clara County, California (the "**2002 Declaration**"), and agrees to execute a recordable instrument directing the termination of the 2002 Declaration, upon the City's approval (whether pursuant to Section XI-10-57.03(J) of the City's Municipal Code or otherwise) of a new (or modified) site plan for Parcel 4 that does not include any shared private utilities, shared access or shared landscape and maintenance requirements in common with the ECP Parcel, unless the same are governed by an agreement other than the 2002 Declaration. The foregoing shall not be the sole reason that the City may agree to the termination of the 2002 Declaration, and the City reserves the right to agree to a termination of the 2002 Declaration for any other reason, as determined by the City. Furthermore, the City acknowledges and agrees that the termination of the 2002 Declaration will not impact any existing site development permits for the Hudson Parcel.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed to be effective on the date specified herein.

City: CITY OF MILPITAS,
a municipal corporation in the State of California

By: _____

Name: _____

Its: _____

[Signature Page Continues On Next Page]

[Signature Page Continued From Previous Page]

Parties: "HUDSON"

HUDSON CAMPUS CENTER, LLC,
a Delaware limited liability company

By: Hudson Pacific Properties, L.P.,
a Maryland limited partnership,
its sole member

By: Hudson Pacific Properties, Inc.,
a Maryland corporation,
its general partner

By: _____
Name: Mark Lammas
Title: Chief Financial Officer

"BUYER"

[_____]]
a [_____]]

By: _____
Name: _____
Its: _____

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Legal Description of Hudson Parcel

All that certain real property situated in the City of Milpitas, County of Santa Clara, State of California, being more particularly described as follows:

All of Parcel A and Parcels 1, 2, 3 and 4, as said parcels are shown upon that certain Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on June 6, 2002 in Book 749 of Maps at Pages 13, 14, 15 and 16.

APN: 022-56-005 (Parcel 1), 022-56-006 (Parcel 2), 022-56-007 (Parcel 3), 022-56-008 (Parcel 4), 022-56-009 (Parcel A)

EXHIBIT B

Legal Description of ECP Parcel

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

PARCEL ONE:

ALL OF PARCEL A AND PARCELS 1, 2 AND 3, AS SAID PARCELS ARE SHOWN UPON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JUNE 6, 2002 IN BOOK 749 OF MAPS AT PAGE 13, 14, 15 AND 16.

APN: 022-56-006 (Affects PARCEL 2) and 022-56-005 (Affects PARCEL 1) and 022-56-009 (Affects PARCEL A) and 022-56-007 (Affects PARCEL 3)

ARB: 022-31-001 (Affects PARCEL A), 022-31-002 (Affects PARCEL 1), 022-31-003 (Affects PARCEL 2) and 022-31-004 (Affects PARCEL 3)

Item Attachment Documents:

C10. Direct the Interim City Manager to proceed with a City Digital Billboard Guidance Study through a Professional Services Agreement (Staff Contact: Alex Andrade, 408-586-3046)

Recommendation: Direct the Interim City Manager, or his designee, to proceed with a City Digital Billboard Guidance Study through a Professional Services Agreement.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	City Digital Billboard Guidance Study
Category:	Consent Calendar-Community Development
Meeting Date:	6/18/2019
Staff Contact:	Alex Andrade, 408-586-3046
Recommendation:	Direct the Interim City Manager, or his designee, to proceed with a City Digital Billboard Guidance Study through a Professional Services Agreement

Background:

Billboards have historically been one of the most popular forms of communicating and advertising to large audiences. Digital billboards are changing traditional forms of advertising from static to dynamic and the industry continues to grow with technological advances. The City’s purpose for allowing digital billboards is to promote economic development, expand communication of community services, and provide a sustainable source of revenue for the City of Milpitas.

On October 25, 2018, Councilmembers Nuñez and Phan issued a Memorandum titled, “City Digital Billboard Guidance Study” expressing concern about the interest of a new digital billboard located at the northern terminus of Barber Court proposed by Outfront Allvision, LLC (Attachment A). In addition, the City Digital Billboard Guidance Study Memorandum delineated a formal request to study electronic off-site advertising displays on both public and private properties located adjacent to interstate highways and state routes within the Milpitas jurisdiction. In order to better understand costs associated with these projects, community benefits and impacts, and opportunities within the emerging digital billboard industry, Councilmembers Nuñez and Phan expressed interest obtaining the following data and information:

- 1) An inventory of parcels along eligible freeways and highways within and adjacent to the City of Milpitas;
- 2) Development Standards;
- 3) Public Benefit Considerations;
- 4) Comparative analysis of city enterprise-type billboard operations vs. lease agreements; and
- 5) Potential amendments(s) to the Municipal Code regarding Signs (Section XI-10-24.01).

On February 5, 2019, Council directed staff to issue a Request for Proposals (RFP) to solicit bids for a digital billboard on City-owned property located at the northern terminus of Barber Court. The RFP process was utilized to ensure the City’s fair and impartial consideration of proposals from various vendors that specialize in outdoor advertising. Council direction included returning to Council for recommendation and consideration of a vendor by June 18, 2019, or earlier.

Analysis:

On March 6, 2019, the Purchasing Division released the RFP for Digital Billboard Design, Construction and Management in coordination with the Office of Economic Development and Planning Department. The RFP’s scope of work focused primarily on revenue generation, rent, lease term, branding and advertising, vendor experience, permits and design review, visual and glare analysis, operations and maintenance, and

indemnification and risk management. Three firms submitted proposals in response to the RFP on April 6, 2019. The three firms included Clear Channel Outdoor, Inc., Outfront Allvision, LLC, and Foster Interstate Media, Inc. The evaluation committee reviewed proposals based on the merits of the cover letter, company profile, execution plan, references and revenue sharing plan.

On June 4, 2019, the City Council approved staff's recommendation of Clear Chanel Outdoor as the most qualified vendor and directed staff to commence negotiations, in conjunction with the City Attorney, for the necessary agreements related to the digital billboard design, construction and management services. At the meeting, some Council members expressed interest in learning more about potential benefits and impacts to the Milpitas community, through an analysis similar to what was outlined in the previously proposed City Digital Billboard Guidance Study.

Staff recommends that Council direct the Interim City Manager, or his designee, to proceed with a City Digital Billboard Guidance Study through a Professional Services Agreement at the June 18, 2019 City Council meeting. Based on the June 4, 2019 City Council approval, staff expects to commence negotiations with Clear Channel Outdoor, and thus the proposed City Council direction to proceed with a City Digital Billboard Guidance Study will not be impacted.

Policy Alternatives:

Alternative 1: Do not proceed with the proposed City Digital Billboard Guidance Study.

Pros: Resources such as public funds and staff time will not be required for this action.

Cons: The community and City Council will not be informed about an inventory of parcels along eligible freeways, development standards, comparative analysis of city enterprise-type billboard operations vs. lease agreements, and possible amendments to the existing sign ordinance.

Reason not recommended: Conducting a City Digital Billboard Guidance Study will aide City Council and staff in future public benefit considerations of electronic billboards, developing a formal process, and determining the appropriate number of allowed digital billboards in Milpitas.

Fiscal Impact:

At this time, staff believes that a Professional Services Agreement will not exceed \$100,000. If it is determined that a Professional Services Agreement will exceed \$100,000, staff will seek Council approval with the associated Scope of Work in the near future. Based on the final contract amount, the cost for the contract may be absorbed within budgeted resources or staff may return to Council to seek an appropriation from the unassigned General Fund Reserve.

California Environmental Quality Act:

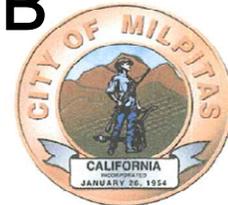
By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a "project" for the purpose of CEQA as this action has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Recommendation:

Direct the Interim City Manager, or his designee, to proceed with a City Digital Billboard Guidance Study through a Professional Services Agreement.

Attachments:

Attachment A: Memorandum – "City Digital Billboard Guidance Study," dated 10/25/2018



MEMORANDUM

Milpitas City Council

DATE: October 25, 2018

TO: Julie Edmonds-Mares, City Manager

FROM: Councilmember Bob Nuñez and Councilmember Anthony Phan

SUBJECT: City Digital Billboard Guidance Study

Purpose: The purpose of this memo is to request a study of potential electronic off-site advertising displays (Electronic Billboards) on both public and private properties adjacent to interstate highways and state routes within the jurisdiction of the City of Milpitas, prior to considering billboard proposals.

Background: We understand the City has received interest from Outfront Allvision LLC, a joint venture between Allvision and Outfront Media, in proposing an electronic billboard on a city-owned parcel. Outfront Allvision has applied for a preliminary plan review, which allows City departments, such as Planning, Building, Fire and Engineering Land Development, to comment on technical features of the potential project. This is not for a permit application, is for informational purposes only, and does not require property owner authorization. In addition, we understand lease terms and conditions have been explored between Outfront Allvision and City staff, and amenable with similar billboard proposals within the bay area.

Outfront Allvision currently seeks approval to submit an application on a city-owned parcel which cannot occur until the City Council provides authorization, pursuant to Milpitas Municipal Code Section 24 – Signs, XI-10-24.01.

Analysis: While the Outfront Allvision proposal may have its merits, it is incumbent of the City to establish policy guidance for applicants and staff when evaluating the merits of future billboard proposals along interstate highways and state routes within Milpitas' jurisdiction. At present we simply do not have enough information to understand the visual context and community impact of adding electronic billboards along the most highly traveled highways within Milpitas. In an effort to avoid the current "piece meal" approach of considering one billboard at a time, it seems we should have a plan to better understand the costs, benefits, and opportunities of this emerging billboard sign industry.

Recommendation: Prior to formal consideration of additional billboards along interstate highways and state routes, we recommend the City Council direct the City Manager to conduct a Digital Billboard Study to include:

- 1) An inventory of parcels along eligible freeways and highways within and adjacent to the City of Milpitas;
- 2) Development standards;
- 3) Public benefit considerations;
- 4) Analysis of city enterprise-type billboard operations vs. lease agreements;
- 5) Potential amendment(s) to Municipal Code Section 24 – Signs, XI-10-24.01.

cc: Milpitas City Council

Item Attachment Documents:

- C11. Approve an Agreement with Peninsula Pump & Equipment Inc. for Wet Well Rehabilitation and Annual Maintenance for a total Amount Not-to-Exceed \$457,800.00 for a Five-Year Period, Subject to the Annual Appropriation of Funds.

Chris Schroeder, 408-586-3161 and Tony Ndah, 408-586-2602

Recommendation:

Approve a 5-year Agreement with Peninsula Pump & Equipment Inc. from the date of execution through June 30, 2024, for a total maximum compensation of \$457,800.00, to provide Wet Well Rehabilitation and Annual Maintenance Services, Subject to the Annual Appropriation of Funds.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve an Agreement with Peninsula Pump & Equipment Inc. for Wet Well Rehabilitation and Annual Maintenance for a total Amount Not-to-Exceed \$457,800.00 for a Five-Year Period, Subject to the Annual Appropriation of Funds.
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	6/18/2019
Staff Contact:	Chris Schroeder, 408-586-3161 and Tony Ndah, 408-586-2602
Recommendation:	Approve a 5-year Agreement with Peninsula Pump & Equipment Inc. from the date of execution through June 30, 2024, for a total maximum compensation of \$457,800.00, to provide Wet Well Rehabilitation and Annual Maintenance Services, Subject to the Annual Appropriation of Funds.

Background:

The City operates and maintains 7 wet wells on its stormwater system. These wet wells are used as holding tubs for gravity-flow stormwater systems. As stormwater enters the wet well, the increased water levels trigger the storm pumps to engage and pump the stormwater out of the wet well and into nearby creeks and waterways. Solid material will often accumulate in the bottom of the wet well, which impacts the performance of the stormwater system.

Annual maintenance services performed on the City’s wet wells are essential to remove excessive sediment build-up in order to prevent pump failures and infrastructure damage, storm overflows and backups, and flooding. The services to be performed for each wet well include the complete removal of accumulated sediment and cleaning of storm pump station wet well floors and walls of unwanted materials, including debris, sand, trash, rubbish, and scum, including the off-haul and disposal of all materials cleaned out at the City’s storm pump stations.

Analysis:

On April 10, 2019 the Purchasing Division released an Invitation for Bid (IFB) after collaboration with the Public Works Department to develop a scope of work to perform wet well cleaning maintenance services at seven of the City’s storm water pump stations.

The IFB was publicly noticed in accordance with the City’s Municipal code, advertised on the City’s website, email notifications were sent to companies registered with the City via ProcureNow.com, the City’s eProcurement system. Upon release, 312 firms received the solicitation notification and four (4) firms downloaded the RFP documents. The Purchasing Division received one (1) proposal by the May 10, 2019 deadline in response to the IFB. Bid from Peninsula Pump & Equipment, Inc. was within the City’s estimate for these services.

The proposed agreement is for wet well rehabilitation and annual maintenance services for the City’s wet wells at the following pump stations:

1. Bellew Storm Pump Station - 481 Murphy Ranch Drive
2. McCarthy Ranch Storm Pump Station - 1001 North McCarthy Boulevard
3. Murphy Ranch Storm Pump Station - 801 Murphy Ranch Drive
4. Oak Creek Storm Pump Station - 1521 McCarthy Boulevard

5. Jurgens Storm Pump Station - 345 Jurgens Drive
6. Manor Storm Pump Station - 345 Marylinn Drive
7. Wrigley Ford Storm Pump Station - 75 Marylinn Drive

The proposed agreement will be for a five (5) year period, with the first year of the contract consisting of the rehabilitation of the wet wells, and the remaining four (4) years will be renewable options in one-year increments for annual wet well maintenance services, based on satisfactory performance.

Pending approval of the agreement with Peninsula Pump & Equipment Inc., the complete rehabilitation of the wet wells, as outlined in the scope of work is expected to be completed this year, and annual maintenance on the wet wells would be performed annually for the next four years. Staff recommends the City Council award the bid for Wet Well Rehabilitation and Annual Maintenance Services, for a five-year period to Peninsula Pump & Equipment Inc.

Policy Alternatives:

Alternative 1: Direct City staff to provide the required services with in-house resources.

Pros: Increased work options for City staff

Cons: City staff has limited resource in providing these services; hence, debris may build up from the rainy season, resulting in rising water levels in the wet wells. In addition, the City's wet wells may experience costly emergency cleaning and a decrease in reliability supporting critical City facilities.

Reason not recommended: The City does not have the manpower or equipment to perform wet well cleaning services. The City would need to purchase equipment and hire additional staff, which would likely delay this work. By utilizing a vendor, all of the wet wells will be well-maintained in order to prevent pump failure and infrastructure damage, storm overflows and backups, and flooding.

Fiscal Impact:

The Year 1 wet well rehabilitation cost of \$208,040 will be funded from Capital Improvement Project No. 3715 – Storm Drain System Rehab 17 – 19, and the remaining years on this agreement will be funded from the operations budget of the Public Works Department, subject to the annual appropriation of funds by Council during the annual budget process.

California Environmental Quality Act:

By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a "project" for the purpose of CEQA as this action has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Recommendation:

Approve a 5-year Agreement with Peninsula Pump & Equipment Inc. from the date of execution through June 30, 2024, for a total maximum compensation of \$457,800.00, to provide Wet Well Rehabilitation and Annual Maintenance Services, Subject to the Annual Appropriation of Funds.

Attachments:

1. Agreement with Peninsula Pump & Equipment Inc. for Wet Well Rehabilitation and Annual Maintenance

**CITY OF MILPITAS
MAINTENANCE SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2019 by and between the City of Milpitas, a municipal corporation organized under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”) and **Peninsula Pump & Equipment Inc.**, a corporation, with its principal place of business at **713 S Claremont St, San Mateo, CA 94402** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Wet Well Cleaning Maintenance** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the **Wet Well Cleaning Maintenance** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Wet Well Cleaning Maintenance** services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term.

The term of this Agreement shall be from **July 1, 2019** to **June 30, 2024**, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

3.2 **Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates the Director of Public Works, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Mark Victory**, or designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of One Hundred Dollars and Zero Cents (\$100.00) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for

all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to

immediately remove from the Project any person found not to be in compliance with such requirements.

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

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-

compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance. Contractor shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit “D” (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds. [RESERVED]

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation shall not exceed **Four Hundred Fifty-Seven Thousand Eight Hundred Dollars and Zero Cents (\$457,800.00)** without written approval of City’s Director of Public Works. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through

the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole

responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.4 Agreement Subject to Appropriation of Funds. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement

3.5 General Provisions.

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

Contractor:

Peninsula Pump & Equipment Inc.
713 S Claremont Street

San Mateo, CA 94402
Attn: Mark Victory

City:

City of Milpitas
1265 N Milpitas Boulevard
Milpitas, California 95035
Attn: Director of Public Works

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

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Santa Clara County, California. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.19 Wage Theft Prevention.

3.5.19.1 Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour

laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance.

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

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

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

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

3.5.19.6 Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this

Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

3.5.20 Federal Provisions. [RESERVED]

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND PENINSULA PUMP & EQUIPMENT INC**

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

CITY OF MILPITAS

Approved By:

Julie Edmonds-Mares
City Manager

Date

Approved As To Form:

Christopher J. Diaz
City Attorney

Approved As To Content:

Jane Corpus
Interim Director of Financial Services

Approved As To Scope:

Tony Ndah
Director of Public Works

PENINSULA PUMP & EQUIPMENT INC

Signature

Name

Title

Date

EXHIBIT “A”

SCOPE OF SERVICES

A. 1.01 Overview

- B. The City of Milpitas is issuing this agreement for **Wet Well Cleaning Services**.
- C. The Scope of Work under this project includes, but is not limited to, the complete cleaning of seven (7) storm pump station wet well floors and walls of unwanted materials (wet and/or dry materials), including debris, sand, trash, rubbish, and scum, including the off-haul and disposal of all materials cleaned out at the City’s storm pump stations.
- D. The wet wells have not been cleaned for several years. The quantities shown below are estimated quantities for bid evaluation purposes only. Actual quantities are uncertain. No quantities are guaranteed and are not intended as such.

	Pump Station	Estimated Material Quantity of Wet or Dry Debris Materials*
1.	Bellew Pump Station	80 cubic yards
2.	McCarthy Ranch Pump Station	80 cubic yards
3.	Murphy Ranch Pump Station	80 cubic yards
4.	Oak Creek Pump Station	80 cubic yards
5.	Jurgens Pump Station	60 cubic yards
6.	Manor Pump Station	60 cubic yards
7.	Wrigley Ford Pump Station	60 cubic yards

- E.
- F. The selected Contractor shall provide wet well cleaning services between the months of May through September for the City’s pump stations listed in this contract. The Contractor shall provide five (5) years of annual wet well cleaning services for these stations. Annual cleaning services will be scheduled at least one week in advance. Additional work provided above and beyond the contract allowance will be provided at the contract’s rates on a time-and-material basis.
- G. The selected Contractor shall furnish all labor, materials, tools, required testing, equipment, off-haul and disposal, fees, taxes, licenses, permits, and any and all incidentals necessary to perform the work involved in wet well cleaning, such as removal and replacing of fencing, screens, etc. and all other work described and specified in the bid document. No payment will be made until all work involved at each location is completed and inspected to the satisfaction of the Public Works Maintenance Manager for Utilities or by his designee (heretofore referred to as “City Personnel”).

H. 1.02 Qualifications

- A. All bidders shall, at a minimum, have the following qualifications:
 - 1. The Contractor shall have a minimum of five (5) years of wet well cleaning service or other related field service experience.

2. The Contractor's technicians shall have a minimum of three (3) years of wet well cleaning or other related field service experience.
3. The Bidder shall possess Class A, B, or C-42 license from the Contractor's State License Board. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board in accordance with Section 20103.5 of the Public Contract Code.
4. Entering the wet well will be necessary and it should be noted that this work is considered a "Permit Required" confined space entry requiring the contractor to provide qualified attendant and rescue personnel outside of the wet well, including all of the necessary confined space, atmospheric testing, and rescue equipment.

1.03 Scope of Services

A. General

1. Annual scheduled wet well cleaning shall be performed during normal business hours between 8:00 AM and 5:00 PM. The annual scheduled cleaning shall be coordinated with City personnel at least one week in advance.
2. The Contractor shall provide all tools and equipment necessary to perform the wet well cleaning services at all of the pump stations included in this contract.

B. Service Personnel

1. All technicians dispatched by the Contractor to perform the annual wet well cleaning services shall be certified to perform the services at the pump stations included in this contract.
2. The Contractor shall not dispatch any personnel to provide wet well cleaning services that are not fully certified to provide services.
3. The Contractor's personnel shall wear identifiable uniforms at all times on City of Milpitas property. The Contractor's personnel shall provide picture identification upon request at any time while on City property.

C. Mobilization, Demobilization, and Other Incidentals

1. The Contract shall provide, attain, ensure, or attend to all of the following:
 - i. Securing bonds and insurance.
 - ii. Mobilization of materials and equipment to the site.
 - iii. Providing all preparatory work prior to the commencement of productive work at the sites required.
 - iv. Preparation of all necessary permits, submittals, notifications, and other documentation.
 - v. Coordination and other items required to complete the work.
 - vi. Demobilization of all materials and equipment from the sites.
 - vii. On-going and final site clean-up.

D. Locations

1. Wet well cleaning shall be performed at the following locations:

	<u>Location</u>	<u>Address</u>
	<u>Jurgens Pump Station</u>	<u>345 Jurgens Drive</u>
	<u>Murphy Ranch Pump Station</u>	<u>801 Murphy Ranch Drive</u>
	<u>Bellew Pump Station</u>	<u>481 Murphy Ranch Drive</u>
	<u>Oak Creek Pump Station</u>	<u>1521 McCarthy Boulevard</u>
	<u>Wrigley Ford Pump Station</u>	<u>75 Marylinn Drive</u>
	<u>Manor Pump Station</u>	<u>345 Marylinn Drive</u>
	<u>McCarthy Pump Station</u>	<u>1001 North McCarthy Boulevard</u>

E. Provide Wet Well Cleaning

1. General

- i. All work shall be performed in accordance with all California Occupational Safety and Health Administration (CAL OSHA) and the Federal Occupational Safety and Health Administration (OSHA) regulations governing confined space entry.
- ii. The Contractor's technicians shall be trained in confined space entry. Lockout-tagout (LOTO) procedures shall be followed and emergency procedures shall be planned, documented, and practiced in advance.
- iii. The Contractor shall coordinate all work with City personnel prior, during, and after cleaning and when a wet well is returned to service.

2. Wet Well Cleaning

- i. Pump station wet wells identified within this bid shall be completely cleaned of all solid materials within subsurface storm water pump station wet wells that are fed by gravity storm drain system, including, but not limited to, sand, soil, trash, rubbish, debris, etc. These materials may be submerged below storm water that has accumulated within the wet well due to groundwater, summer storms, or other nuisance water flows that may collect within the pump station wet wells.
- ii. The Contractor shall coordinate with the City Personnel to determine optimal times for wet well cleaning.
- iii. Access to the wet wells is through the gates on the fence around the trash rack area of the wet wells.
- iv. The wet wells shall be cleaned either manually or mechanically. The Contractor shall provide the City Personnel with a proposed plan and methodology for wet well cleaning.

- v. Cleaning of the wet wells shall include, but not be limited to, the following:
 - a. Removal of the railing and covers from the wet well.
 - b. Pump the wet well dry all the way down to the floor.
 - c. Coordinate with City Personnel who will isolate the pumps. Apply LOTO.
 - d. Use plugs/sandbags/berm to stop the flow into wet well.
 - e. The Contractor shall remove from the wet well floors and walls unwanted materials (wet and/or dry materials), including debris, sand, trash, rubbish, and scum.
 - f. Wash down the entire wet well and scrape the walls, as necessary.
 - g. Remove all tools and equipment from the wet well.
 - h. Remove the plugs/sandbags/berm that isolate the wet well.
 - i. Return wet well covers and railings to their proper places.
 - 3. Control of Water
 - i. The Contractor is responsible for implementing measures as needed to remove, limit, and control storm water within and or entering the wet well as required to allow for work to proceed regardless of the weather.
 - ii. The Contractor shall use the outfall at each station for disposal of water, if necessary.
- F. Disposal of Materials (Wet and Dry)
- 1. The hauling and disposal of materials off the job site shall be performed by the contractor and the costs shall be included in the contract.
 - 2. The Contractor shall be responsible for the complete and immediate disposal of the materials and no stockpile of these materials shall be permitted on any of the station sites or City property.
 - 3. The Contractor shall be responsible for the prompt clean-up of any spilled materials during the loading and off-hauling phase.
 - 4. The Contractor shall keep the work site clean of all waste and debris at all times, and shall maintain the worksite in a clean and swept condition at all times to the satisfaction of City personnel.
 - 5. The Contractor will coordinate with City personnel to designate the appropriate discharge point for waste and debris materials collected.
- G. Equipment
- 1. All cleaning machines must be capable of efficient, reliable operation. All Contractors shall be expected to have and make available extension equipment on an as needed basis in order to properly clean deeper basins. Actual operation of equipment may need to be witnessed/verified by a Public Works Official upon and prior to awarding a purchase order for this requirement.
- H. Annual Service
- 1. Starting July 1, 2020, the Contractor shall provide annual wet well cleaning services at the storm pump stations listed in the bid document.
 - 2. Annual Maintenance shall include, but not be limited to the following: wet well cleaning of the walls, floors, bays, screens/trash racks, and as directed by the Public Works Maintenance Manager for Utilities.
- I. Additional Services
- 1. Additional services, outside of the work defined under "Section H – Annual Service," shall be offered by the Contractor at the standard rates provided on the bid sheet on a Time-&Material (T&M) basis.

2. Compensation

- i. Compensation to the Contractor for additional services shall be based on the hourly labor rates provided in the bid for the contract and a fixed trip charge when applicable. Hours shall be calculated daily from the time the Contractor's personnel arrive at a service location until the personnel leave the site. Travel time to and from the location will not be compensated, and travel time away from the service location will not be compensated on an hourly basis. However, one (1) Service Call Charge of a fixed amount may be added to a service call to cover all travel time.
- ii. Overtime labor rates may be charged for time outside of the "normal hours" specified in the bid.
- iii. Sub-contractor costs must be documented. All sub-contractors must be pre-approved by the City prior to the work being performed.
- iv. The City reserves the right to engage an alternate Contractor to carry out repair work if it is deemed to be in the best interest of the City when consideration is given to price, response time, or warranty work.

1.04 Measurement and Payment

Q. General

1. The total Bid price shall cover all work necessary for the proper and successful completion of the Contract. All work not specifically set forth as a pay item in the Bidder's Bid, but necessary to meet the requirements of this Contract, shall be considered a subsidiary obligation of the Contractor, and all costs in connection therewith shall be included in the prices Bid.
2. All estimated quantities stipulated in the Bid form are to be used only as a basis for estimating the probable cost of the work and/or for the purpose of comparing the Bids submitted for the work. The actual amounts of work completed under unit price items may differ from estimated quantities. The basis of payment for unit price work will be the actual amount of work completed. Contractor agrees to make no claim for damages, anticipated profits or otherwise on account of any difference in the amounts of work actually performed, and estimated amounts therefor.
3. Payment will be issued upon completion of each line item listed in the applicable bid schedule.

R. Mobilization, Demobilization, and Other Incidentals (YEAR 1 PRICING - BID ITEM NO. 1)

1. The work to be performed in accordance with this section includes the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of facilities necessary for work on the project; for premiums on bonds and insurance for the project; and for all the work and operations which must be performed or cost incurred before beginning work on the various contract items.
2. Demobilization at the end of the job includes removal of tools, materials, equipment, and facilities used by the Contractor during execution of the project. Also included is the final clean-up to leave the site with a neat, clean appearance.
3. Materials shall consist of equipment and tools necessary to move to the project site to perform work. Material for bid items shall not be included in Mobilization.
4. Payment will be provided at the contract bid fixed lump sum cost for item no. 1 upon completion of the project and upon approval by the City of the work.

- S. Wet Well Cleaning and Removal of Sediment at Storm Pump Stations (YEAR 1 PRICING - BID ITEMS NO. 2 & 3)
1. Under this bid item, the Contractor is responsible for furnishing all labor, materials, tools, required testing, equipment, off-haul and disposal, fees, taxes, licenses, permits, and any and all incidentals necessary to perform the work involved in wet well cleaning. Work shall include, but not be limited to, removal and replacement of fencing, screens, trash racks, etc.
 2. Under this bid item, the contractor is responsible for wet well cleaning activities, which includes, but is not limited to, cleaning of the interior walls, floors, bays, and screens/trash racks, removing all equipment, and hauling and disposal of all materials off the job site upon completion.
 3. Under this item, the Contractor is responsible for the removal of all materials (wet or dry) from the interior floor of the wet wells.
 4. No payment will be made until all work involved at each location is completed and inspected to the satisfaction of the Public Works Maintenance Manager for Utilities.
 5. Payment will be provided at the contract lump sum cost for items no. 2 & 3 upon completion and upon approval by the City of the work.
- T. Annual Wet Well Cleaning Services (YEAR 2 THROUGH YEAR 5 PRICING)
1. Under these bid items, the Contractor is responsible for providing annual wet well cleaning activities as detailed in Section 1.03, Section E, Part 2 (Scope of Services – Wet Well Cleaning).
 2. Under this item, the Contractor is responsible for the removal of all materials (wet or dry) at the interior floor of the wet wells.
 3. Payment for annual wet well cleaning services will be made at the contract bid lump sum cost upon completion and upon approval by the City of the work.

EXHIBIT “B”

SCHEDULE OF SERVICES

A. General

1. Annual scheduled wet well cleaning shall be performed during normal business hours between 8:00 AM and 5:00 PM. The annual scheduled cleaning shall be coordinated with City personnel at least one week in advance.

EXHIBIT “C”
COMPENSATION

Description	Quantity	Unit	Unit Cost	Total
Total cost for all labor, material, tools, management, travel, and equipment necessary for the initial cleaning of the seven (7) wet wells and the disposal of all materials (wet or dry) from the clean out.	7	each	\$29,720.00	\$ 208,040.00
Clean wet well walls and floors of all unwanted materials (wet or dry) including debris, sand, and scum.	1	lump sum	\$0.00	\$ -
Disposal of all materials (wet or dry) cleaned out of the wet wells.	1	lump sum	\$0.00	\$ -
ANNUAL WET WELL CLEANING SERVICES (Year 2) - Total cost for all labor, material, tools, management, travel, and equipment necessary for the cleaning of the seven (7) wet wells and the disposal of all materials (wet or dry) from the cleanout.	7	each	\$8,920.00	\$ 62,440.00
ANNUAL WET WELL CLEANING SERVICES (Year 3) - Total cost for all labor, material, tools, management, travel, and equipment necessary for the cleaning of the seven (7) wet wells and the disposal of all materials (wet or dry) from the cleanout.	7		\$ 8,920.00	\$ 62,440.00
ANNUAL WET WELL CLEANING SERVICES (Year 4) - Total cost for all labor, material, tools, management, travel, and equipment necessary for the cleaning of the seven (7) wet wells and the disposal of all materials (wet or dry) from the cleanout.	7		\$ 8,920.00	\$ 62,440.00
ANNUAL WET WELL CLEANING SERVICES (Year 5) - Total cost for all labor, material, tools, management, travel, and equipment necessary for the cleaning of the seven (7) wet wells and the disposal of all materials (wet or dry) from the cleanout.	7		\$ 8,920.00	\$ 62,440.00
			Five-year total for all work	\$ 457,800.00

EXHIBIT “D”

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor’s or Consultant’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

Coverage at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

X_ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 per accident for bodily injury and property damage.

___ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 per accident for bodily injury and property damage.

___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

___ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

___ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

___ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

X_ Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Contractor or Consultant makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor/Consultant Signature

Builder’s Risk (Course of Construction):

 Insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Contractor’s or Consultant’s Pollution Legal Liability:

 Contractor’s or Consultant’s pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X__ Additional Insured Status:

The insurance policies are to contain, or be endorsed to contain the following provision:

The City, its elected and appointed officials, officers, attorneys, agents, and employees are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor or Consultant or any subcontractors including materials, parts, or equipment furnished in connection with such work or operations, including completed operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s or Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

The Additional Insured coverage under the Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from the City’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City’s own insurance or self-insurance shall be called upon to protect it as a named insured.

X__ Primary Coverage:

The insurance policies are to contain, or be endorsed to contain the following provision:

For any claims related to this contract, the Contractor's or Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees. Any insurance or self-insurance maintained by the City, its elected and appointed officials, officers, attorneys, agents, and employees shall be in excess of the Contractor's or Consultant's insurance and shall not contribute with it.

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

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

X__ Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain, or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

X__ Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain

completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions (“SIR”):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

Acceptability of Insurers:

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

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

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor or Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor’s Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the

Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

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

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

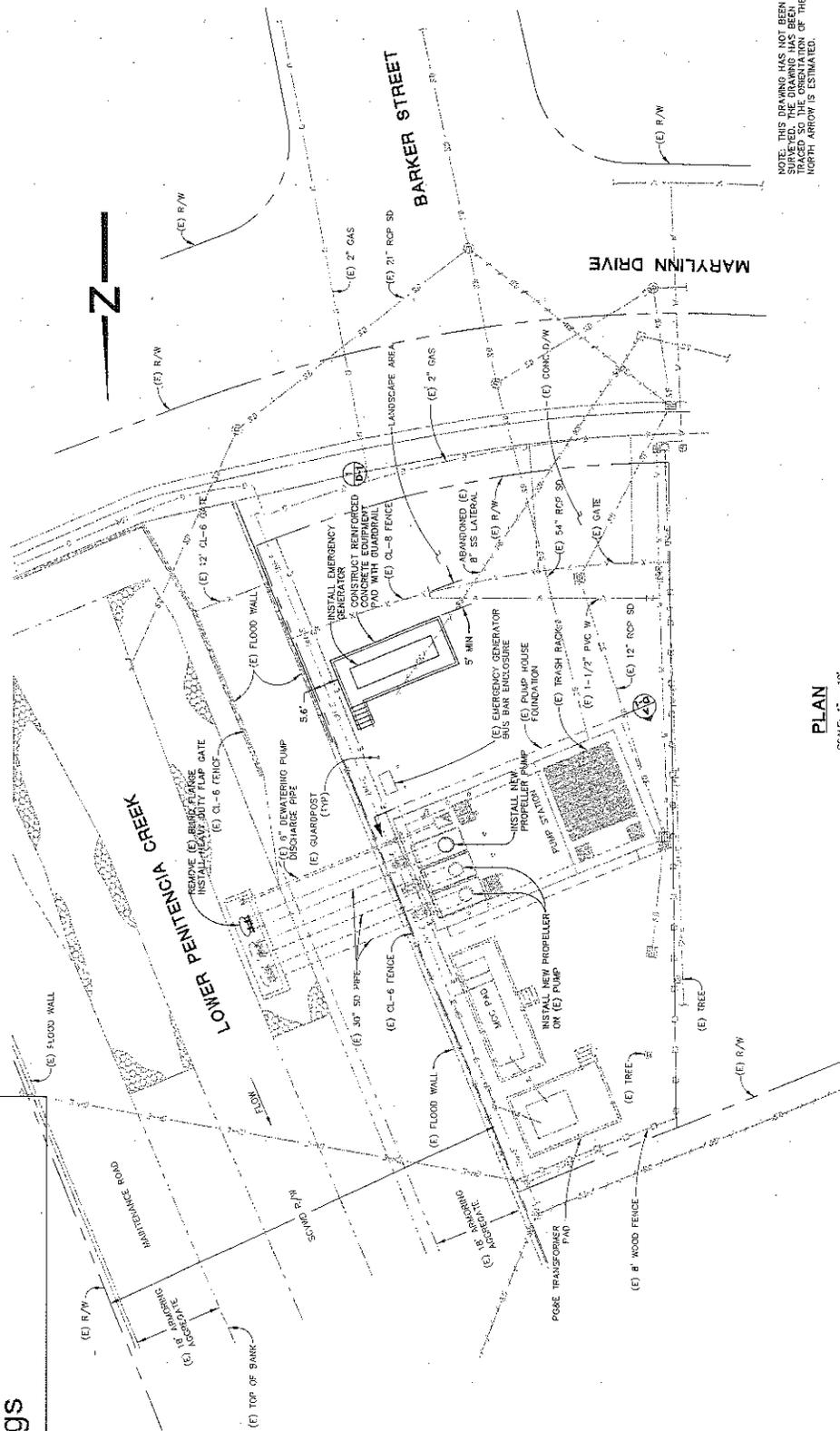
EXHIBIT “E”
FEDERAL REQUIREMENTS

[RESERVED]

ATTACHMENT A
SITE MAPS AND DRAWINGS

[BEGINS ON FOLLOWING PAGE]

Attachement A - Plans and Drawings



NOTE: THIS DRAWING HAS NOT BEEN VERIFIED BY THE CITY ENGINEER. THE SURVEY DATA HAS BEEN TRACED SO THE ORIENTATION OF THE NORTH ARROW IS ESTIMATED.

PLAN
SCALE: 1" = 10'

SHEET NUMBER	CIA
OF	6
DATE	11/18/10
PROJECT	PUMP STATION
SCALE	2-1000

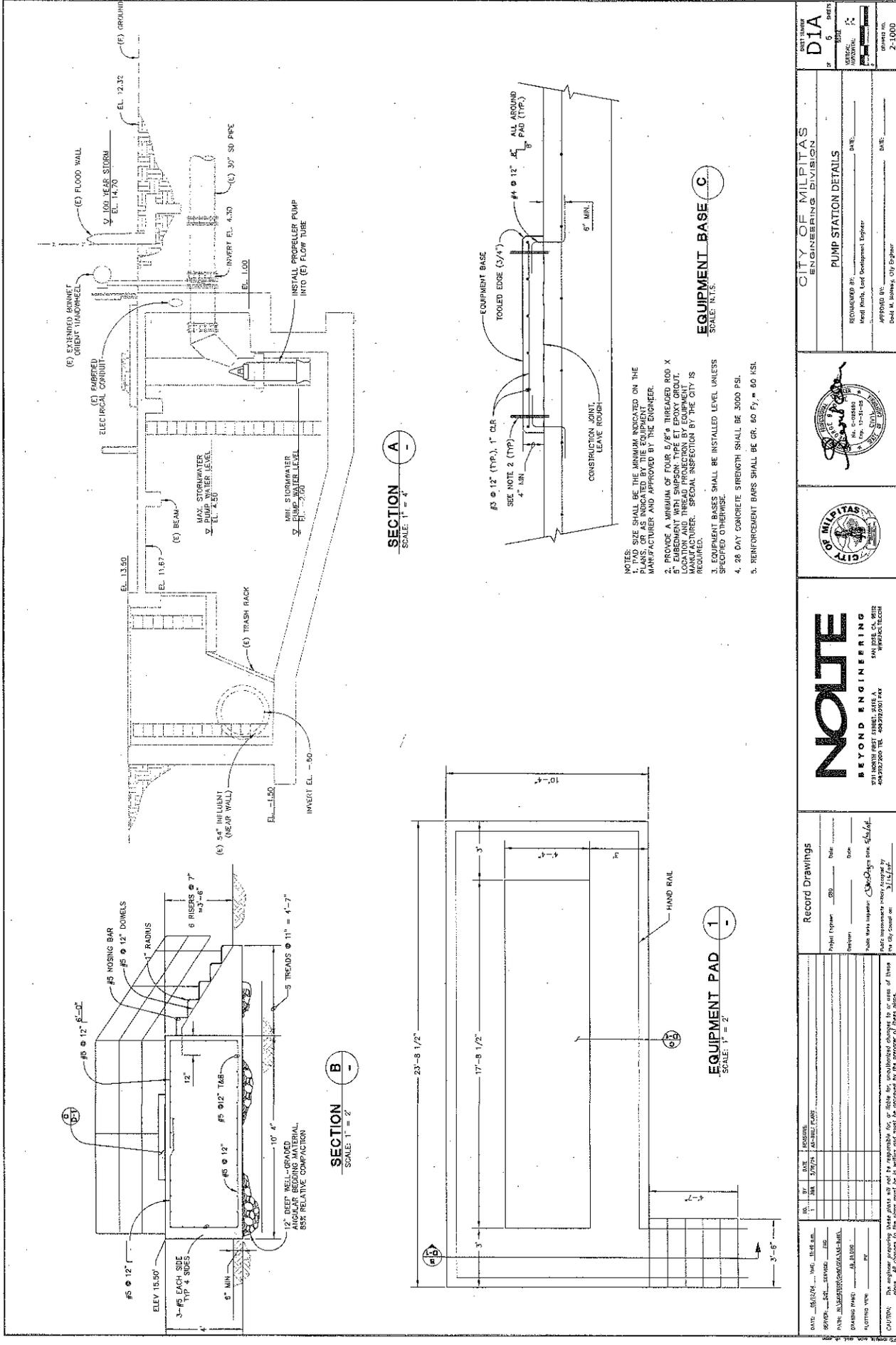
CITY OF MILPITAS
ENGINEERING DIVISION
PUMP STATION SITE PLAN
RECOMMENDED BY: David Baker, Land Development Engineer
APPROVED BY: David M. Johnson, City Engineer



NOTTE
BEYOND ENGINEERING
2724 MILPITAS STREET, SUITE 100
MILPITAS, CA 95035
408.392.2200 TEL. 408.392.0701 FAX

Record Drawings	
Project Engineer	DATE
Designer	DATE
Checker	DATE

CAUTION: The engineer responsible for the design, calculation, or construction of these drawings shall be responsible for the accuracy of the information provided. If changes to the plans must be made, the engineer shall be notified in writing and must be approved by the project manager.



RECORD DRAWINGS Project Engineer: _____ Date: _____ Designer: _____ Date: _____ Check: _____ Date: _____ In Charge: _____ Date: _____		DATE: 05/20/24, 146, 05/23/24 BY: JLM/SPR/05/23/24 PLOTTING VIEW: 05/23/24	CAUTION: The engineer preparing these plans will not be responsible for or liable for, unauthorized changing to or areas of these plans. All changes to the plans must be in writing and must be approved by the person of these plans.
PROJECT INFORMATION PROJECT: _____ SHEET NO.: _____ OF _____ DRAWING NO.: _____ DATE: _____			
REQUIREMENTS: Metal Bents, Leaf Development Engineer APPROVED BY: _____ DATE: _____ David M. Kawan, City Engineer		REVISIONS: NO. _____ DATE _____ BY _____ DESCRIPTION _____	
CITY OF MILPITAS ENGINEERING DIVISION PUMP STATION DETAILS		NOTICE BEYOND ENGINEERING 2000 WEST STREET, SUITE 100 SAN JOSE, CALIFORNIA 95128 408.433.8800 FAX 408.433.8801	
DIA SHEET NO. _____ OF _____ DRAWING NO. _____ DATE: _____		SCALE: 2"=1000'	

MAP AND CONSTRUCTION PLAN

FOR

WRIGLEY-FORD CREEK

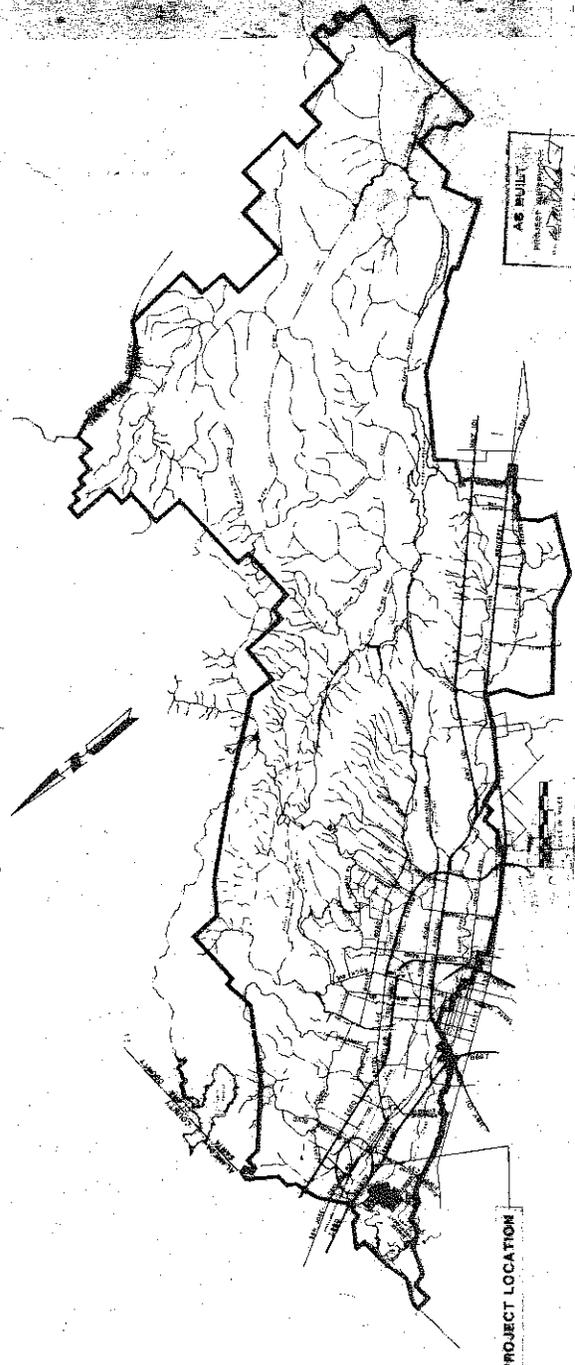
FROM BERRYESSA CREEK TO RAILROAD COURT

AND THE WRIGLEY-FORD PUMP STATION

Santa Clara Valley Water District

EAST FLOOD CONTROL ZONE

PROJECT NO. 4015



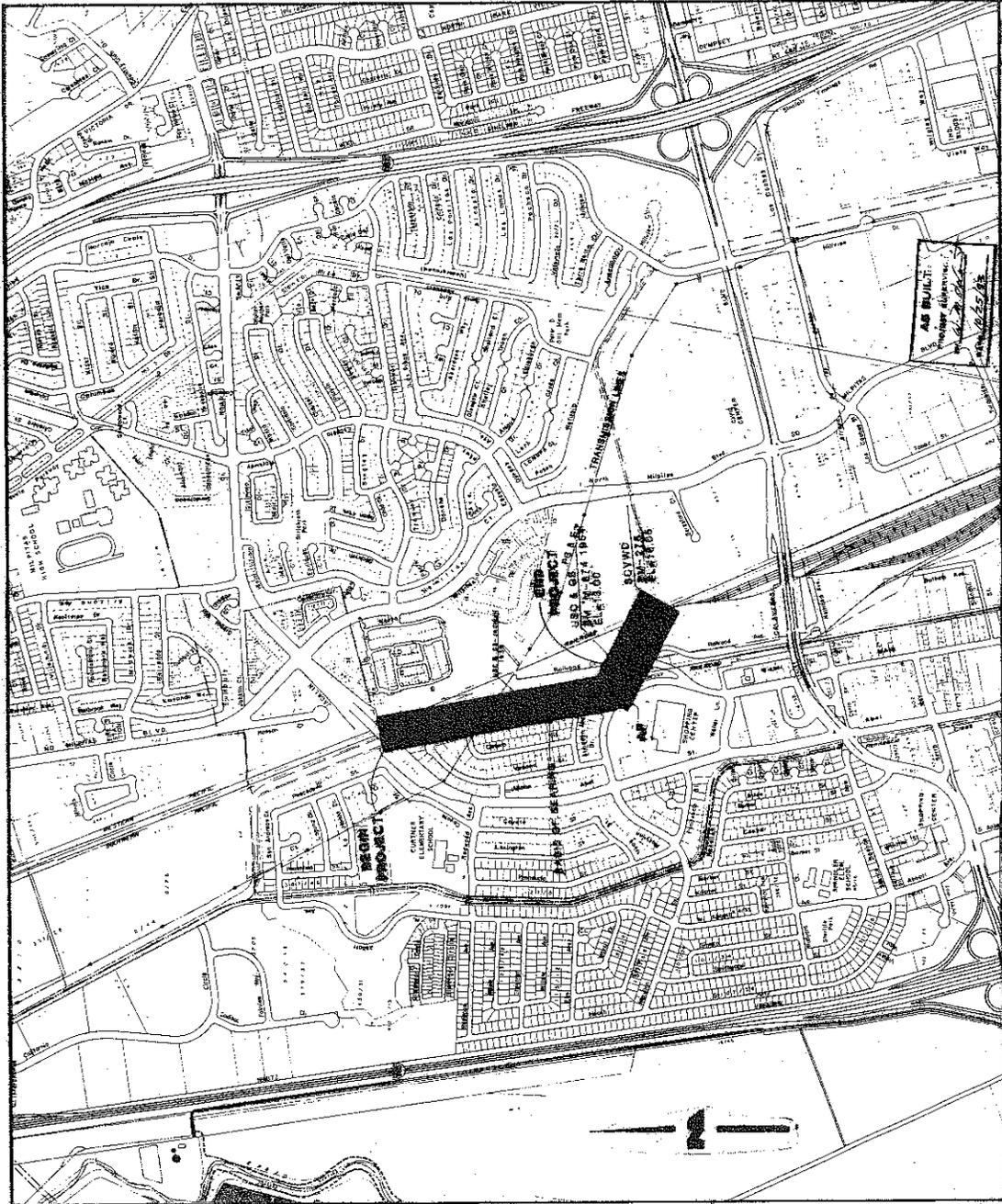
AS BUILT
PROJECT NO. 4015
DATE 10/15/14

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET, INDEX & PROJECT LOCATION
2	SITE MAP
3	GENERAL NOTES, ABBREVIATIONS & LEGEND
4-6	PLAN & PROFILE
7	PUMP STATION SITE PLAN
8	CIVIL DETAILS
9-16	CROSS SECTION
17-18 (801-803)	STANDARD DETAILS
19-24 (81-811)	STRUCTURAL DETAILS
25-26 (81-82)	MECHANICAL PLANS & DETAILS
27-34 (81-88)	ELECTRICAL PLANS

Handwritten signature and date: [Signature] April 10, 2011

2-825



SURVEY CONTROL DATA

BASIS OF ELEVATION:

NOV-1928 1986 CROSS VALLEY LEVEL RUN BY S.C.V.V.D.

BM-275

A SANTA CLARA VALLEY WATER DISTRICT BRASS DISC ON TOP OF CONCRETE BANK OF BERRYESSA CREEK BETWEEN UPPER & LOWER TRACKS. DISC IS LOCATED ABOUT 2' DOWNSTREAM OF UPPER BRIDGE, ON THE LEFT (LOOKING UPSTREAM) CONCRETE BANK OF BERRYESSA CREEK. ELEV. = 118.05'

BM H-874

A BRASS U.S. COAST AND GEODETIC SURVEY BRASS DISC STRAPPED, 71-874, LOCATED ABOUT 2 MILES NORTH ALONG THE SOUTHERN PACIFIC COMPANY RAILROAD TRACK FROM THE PHILIPAS SENIOR CENTER IN MILPITAS, ABOUT 2-1/2 MILES NORTH OF MILPITAS, ABOUT 11 MILES NORTH OF THE INTERSECTION OF MILPITAS AND SAN JOSE STREETS. THE DISC IS LOCATED AT THE NORTH END OF THE STREET, IN THE TOP OF THE NORTH END OF THE EAST WEST CONCRETE HEADWALL, 56.7 FEET EAST OF THE EAST WEST CONCRETE HEADWALL, AND ABOUT 1/2 FOOT HIGHER THAN THE STREET. ELEV. = 113.00'

BASIS OF BEARING:

THE BEARING N 10° 33' 10" W OF THE TANGENT PORTION OF THE MONUMENT LINE OF BERRYESSA STREET AS SHOWN ON TRACT MAP NO. 2545 ENTITLED "GUNTNER ESTATES" FILED IN BOOK 117 OF MAPS AT PAGE 52 SANTA CLARA COUNTY RECORDS WAS TAKEN AS N 10° 32' 41" W FOR THE BASIS OF BEARING SHOWN ON THESE PLANS.

WRIGLEY-FORD CREEK
SITE MAP

AS BUILT
NO. 2545
GUNTNER ESTATES
FILED IN BOOK 117 OF MAPS AT PAGE 52 SANTA CLARA COUNTY RECORDS WAS TAKEN AS N 10° 32' 41" W FOR THE BASIS OF BEARING SHOWN ON THESE PLANS.

Santa Clara Valley Water District
APPROVED BY DISTRICT
DATE: 11/11/08
BY: [Signature]

NOTES AND APPROVALS
APPROVED BY DISTRICT
DATE: 11/11/08
BY: [Signature]

18010

GENERAL NOTES

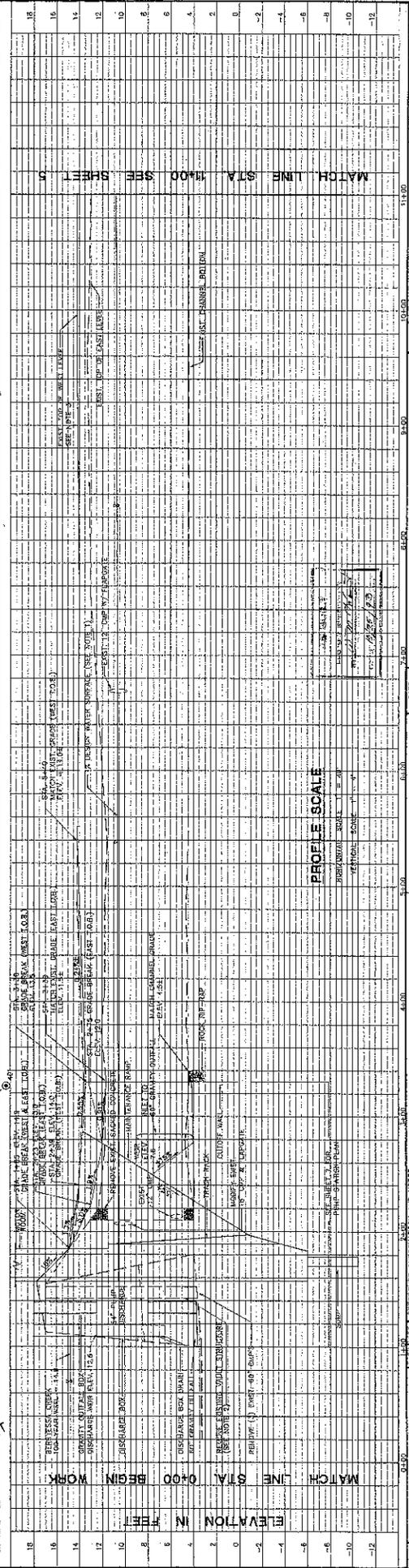
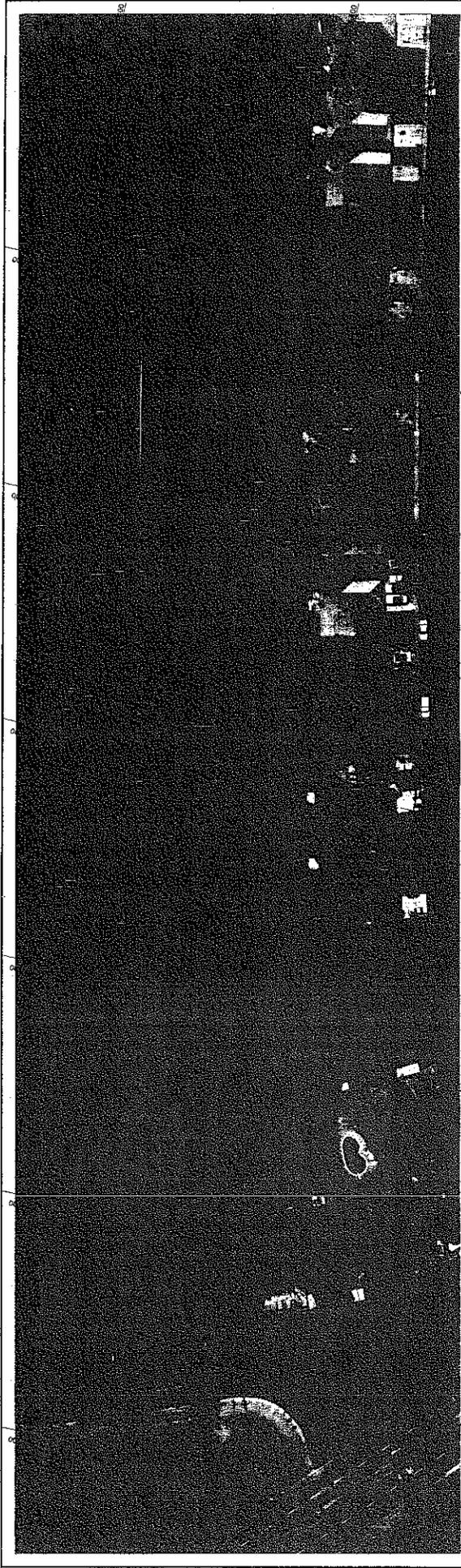
- All existing facilities, structures, trees, fences, undergrounds, etc. designated "EXIST" or shown existing (dashed lines) are to remain, UNLESS SPECIFICALLY DESIGNATED FOR REMOVAL, AS SHOWN ON THE DRAWINGS OR AS ORDERED BY THE ENGINEER. SHALL BE REMOVED.
- All references made to RIGHT or LEFT and all cross-sections shown on the plans are viewed looking UPSTREAM.
- Facilities and telephone lines shown on the plans are underground structures, UNLESS NOTED OTHERWISE.
- Locations and depths of existing underground utilities, as shown on the plans are based on information from the utility and are to be considered as APPROXIMATE ONLY.
- Prior to performing any work in the vicinity of existing underground utilities, the contractor shall verify their locations and depths and take proper precautions to avoid any damage to them. Call Underground Service Agency at (800) 625-2247 for location.
- See report titled "Geotechnical Investigations Wrigley-Ford Creek Pump Station" by Water Associates, dated July 9, 1994, for Log of Soil Straps.

DESIGN NOTES

- Design discharge (QD) is 432 CFS. For the Pump Station. Design flowrate (Q) is 148 CFS. For the Channel.
- Manning roughness coefficient (n) is as follows where applicable.
 - A. Concrete Channel = 0.013
 - B. Natural Channel = 0.035
- Unit weights for reinforced concrete are as follows
 - A. Concrete FC = 140.0 pcf
 - B. Steel FC pcf = 490.0 pcf

GENERAL ABBREVIATIONS

AL	Alternate (Alternative)	AL	Horizontal	SELY	Southeasterly
AG	Aggregate Base	AR	Recessed	SP	Spurline
ACI	American Concrete Institute	AS	As Shown	ST	Street
AD	Alignment (Design)	AW	As Wished	SV	Survey Van
APPX	Approximate (Approximately)	BA	Base	SW	Southwesterly
AVG	Average	BS	Bench Mark	SY	Survey
AW	As Wished	BU	Bulkhead	TA	Temporary
AWP	As Wished Profile	CA	Centerline	TC	Temporary Construction
AC	Access Point	CL	Centerline	TF	Traffic
AD	Access Drive	CR	Centerline	TR	Telephone
ADP	Access Point	CS	Centerline	TS	Telephone Station
ADP	Access Point	CT	Centerline	TV	Telephone
ADP	Access Point	CU	Centerline	UB	Utility Box
ADP	Access Point	CV	Centerline	UC	Utility Conduit
ADP	Access Point	CA	Centerline	UD	Underground
ADP	Access Point	CB	Centerline	US	United States
ADP	Access Point	CC	Centerline	USGS	United States Geological
ADP	Access Point	CD	Centerline	USGS	United States Geological
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REV	DESCRIPTION	DATE	BY	CHECKED	DATE
18	PROPOSED CHANNEL (WEST T.O.B.)				
16	EXISTING CHANNEL (EAST T.O.B.)				
14	EXISTING CHANNEL (WEST T.O.B.)				
12	EXISTING CHANNEL (EAST T.O.B.)				
10	EXISTING CHANNEL (WEST T.O.B.)				
8	EXISTING CHANNEL (EAST T.O.B.)				
6	EXISTING CHANNEL (WEST T.O.B.)				
4	EXISTING CHANNEL (EAST T.O.B.)				
2	EXISTING CHANNEL (WEST T.O.B.)				
0	EXISTING CHANNEL (EAST T.O.B.)				
-2	EXISTING CHANNEL (WEST T.O.B.)				
-4	EXISTING CHANNEL (EAST T.O.B.)				
-6	EXISTING CHANNEL (WEST T.O.B.)				
-8	EXISTING CHANNEL (EAST T.O.B.)				
-10	EXISTING CHANNEL (WEST T.O.B.)				
-12	EXISTING CHANNEL (EAST T.O.B.)				

WRIGLEY-FORD CREEK
PLAN AND PROFILE

Santa Clara Valley Water District
ACCEPTED BY DISTRICT: *[Signature]* DATE: 04/14/02

NOTE AND ASSOCIATES
1000 CALIFORNIA STREET
SAN JOSE, CA 95128
TEL: 408/291-1100
FAX: 408/291-1101
WWW.NOTEANDASSOCIATES.COM

REFERENCE INFORMATION AND NOTES
NOTE 1: 1% DESIGN FLOWRATE @ 400 CFS
NOTE 2: BALANCE (1) 60" SLOPE GATE AND (1) 60" FLAP GATE
NOTE 3: BLACK SEAL COAT ON APPROPRIATE BASE ACCESS ROAD, STA. P 1+31 - STA. C 0+81
SEE (E) PHOTOGRAPHY P. 2

SCALE: AS SHOWN
SHEET: 4
4 OF 34
Z-825



STATION	ELEVATION IN FEET	DESCRIPTION
18		
17		
16		
15		
14		
13		
12		
11		
10		
9		
8		
7		
6		
5		
4		
3		
2		
1		
0		
-1		
-2		
-3		
-4		
-5		
-6		
-7		
-8		
-9		
-10		
-11		
-12		

WRIGLEY-FORD CREEK
PLAN AND PROFILE

Santa Clara Valley Water District
 ACCEPTED BY DISTRICT: *[Signature]*
 DATE: *[Date]*

MOLE AND ASSOCIATES
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. *[Number]*
 DATE OF EXPIRATION: *[Date]*

PROFILE SCALE
 HORIZONTAL SCALE: 1" = 40'
 VERTICAL SCALE: 1" = 4'

DATE OF DESIGN: 04/20/00

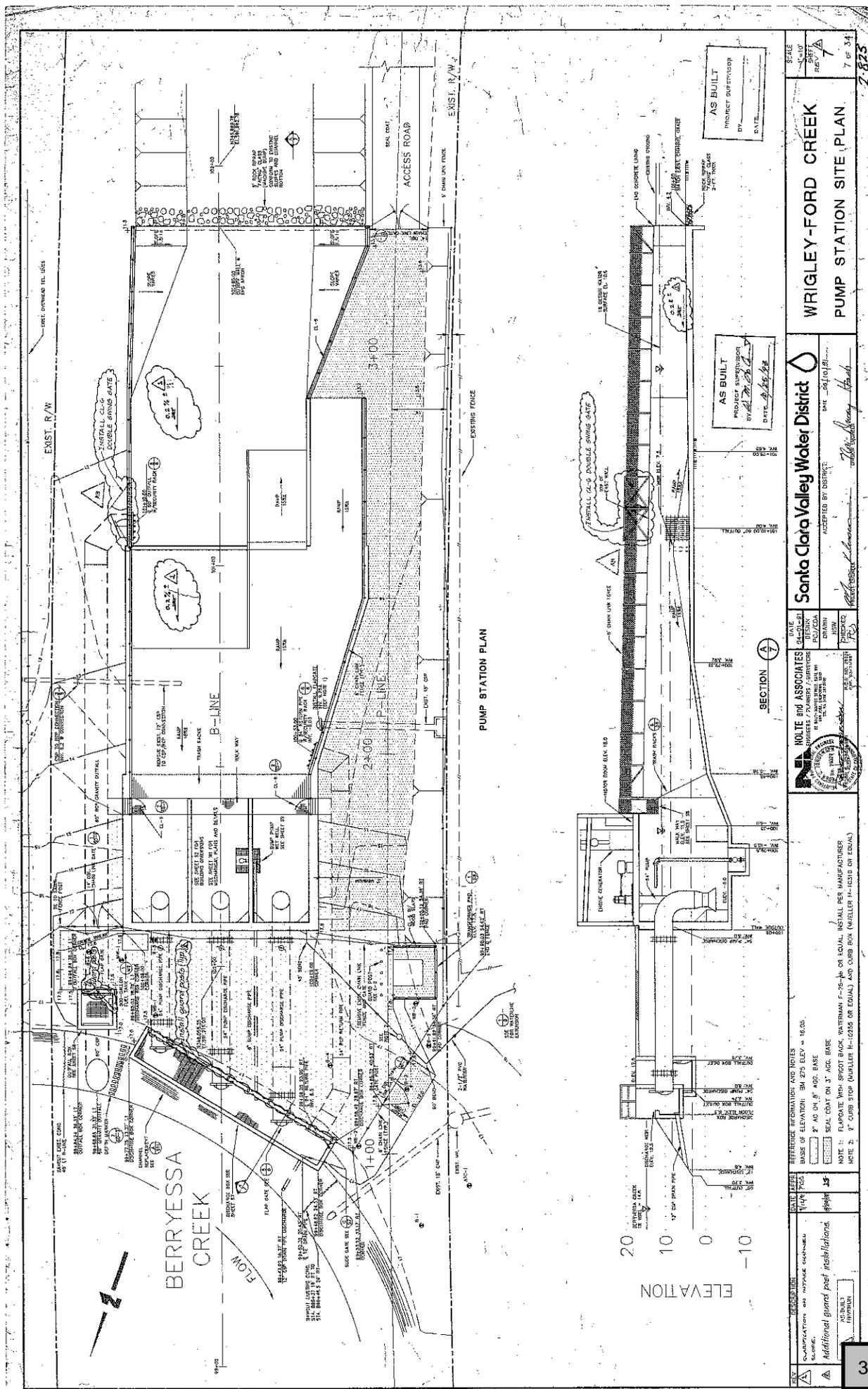
REFERENCE INFORMATION AND NOTES:
 NOTE 1: DESIGN FLOWRATE = 420 CFS
 NOTE 2: PLACE SEAL COAT ON AGGREGATE BASE ACCESS ROADS STA. P 3+31 - STA. O 0+81 SEE SHEET 9
 NOTE 3: MANHOLE US SHALL BE REPLACED BY VISIBILITY WITH TRAFFIC RAISED US. CONTRACTOR SHALL COORDINATE.

STATION 25+45.5 LIMIT OF WORK

MATCH LINE STA. 22+00 SEE SHEET 7

DATE: _____

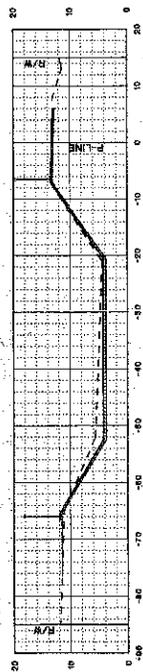
PROFESSOR BY: _____



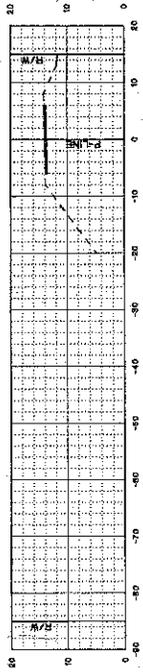
<p>AS BUILT PROJECT SUPERVISOR BY: _____ DATE: _____</p>		<p>AS BUILT PROJECT SUPERVISOR BY: _____ DATE: _____</p>	
<p>NOTICE AND ASSOCIATES ENGINEERS / PLANNERS / SURVEYORS REGISTERED PROFESSIONAL ENGINEERS 1000 N. 10TH STREET, SUITE 100 DENVER, CO 80202 TEL: 303.733.1100 WWW.NAASOCIATES.COM</p>		<p>Santa Clara Valley Water District ACCEPTED BY DISTRICT: _____ DATE: _____</p>	
<p>DATE: _____ DESIGN: _____ DRAWN: _____ CHECKED: _____ IN CHARGE: _____</p>		<p>WRIGLEY-FORD CREEK PUMP STATION SITE PLAN</p>	
<p>SCALE: _____ SHEET NO. 7 OF 34</p>		<p>DATE: _____ BY: _____ DATE: _____</p>	

REFERENCE SPECIFICATIONS AND NOTES:
BASES OF ELEVATION: BM 875 ELEV = 16.05
2" x 40 O.D. 3" AGG. BASE
3" x 40 O.D. 3" AGG. BASE
NOTE 1: ELARGATE WITH SPECT BACK, WATERMAN F-76 OR EQUAL, INSTALL PER MANUFACTURER.
NOTE 2: 2" CURB STOP (MULLER R-1055 OR EQUAL) AND CURB BOX (MULLER R-1042 OR EQUAL)

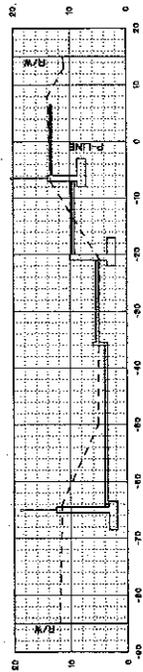
DESCRIPTION: _____
AS BUILT
INSTRUMENT: _____



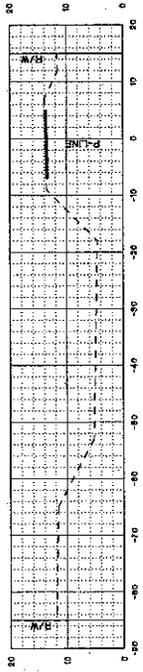
3+29



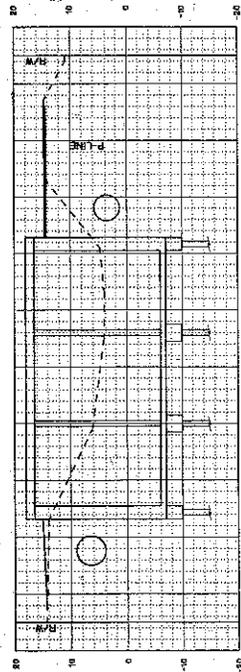
4+84



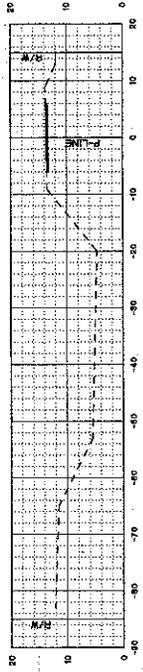
2+73



4+30



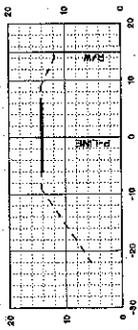
1+85



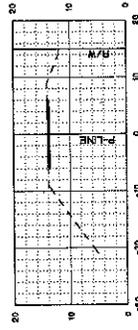
3+77

AS BUILT
PROJECT SUPERVISOR
BY: *[Signature]*
DATE: *04/18/03*

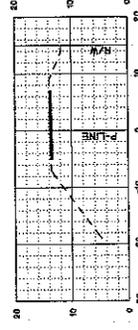
STATE 1-10' SHEET 9 9 OF 34 7-823	WRIGLEY-FORD CREEK CROSS SECTIONS	
	Santa Clara Valley Water District	DATE: <i>04/18/03</i> DRAWN BY: <i>[Signature]</i>
NOLTE and ASSOCIATES ENGINEERS, PLANNERS / SURVEYORS 1000 COLLEGE AVENUE, SUITE 100 SAN JOSE, CA 95128 TEL: (415) 435-1100 FAX: (415) 435-1101 WWW.NOLTE.COM	CHECKED BY: <i>[Signature]</i> DATE: <i>04/18/03</i>	ACCEPTED BY: DISTRICT: <i>[Signature]</i> DATE: <i>04/18/03</i>
REFERENCE TO DRAWING AND NOTES	DESCRIPTION	DATE



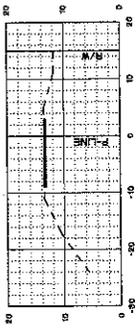
11+67



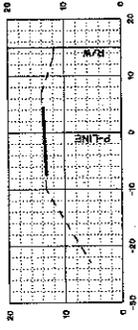
15+80



13+75



22+25



21+61

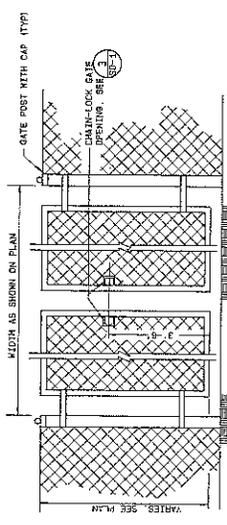
AS BUILT
PROJECT NO. 1000000000
DATE 11/15/75

Santa Clara Valley Water District
ACCEPTED BY DISTRICT: *[Signature]*
DATE: 11/15/75

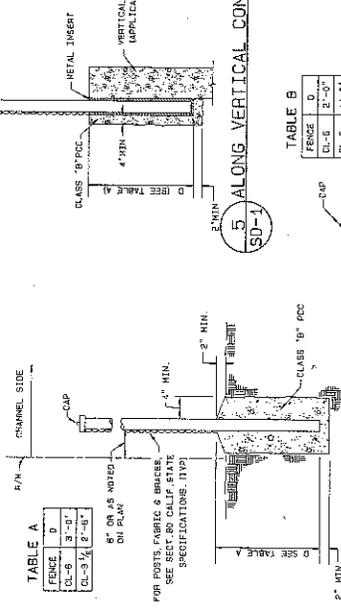
NOTE AND ASSOCIATES
ENGINEERS / ARCHITECTS
CHECKED: *[Signature]*
DATE: 11/15/75

WRIGLEY-FORD CREEK
CROSS SECTIONS

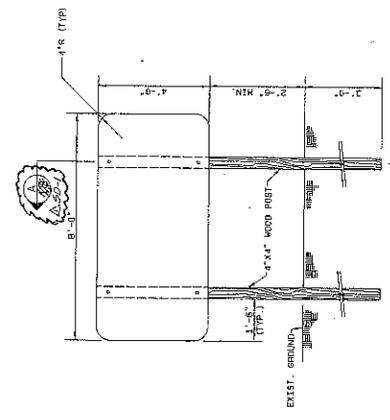
SCALE: 1"=10'
SHEET: 10
10 OF 34



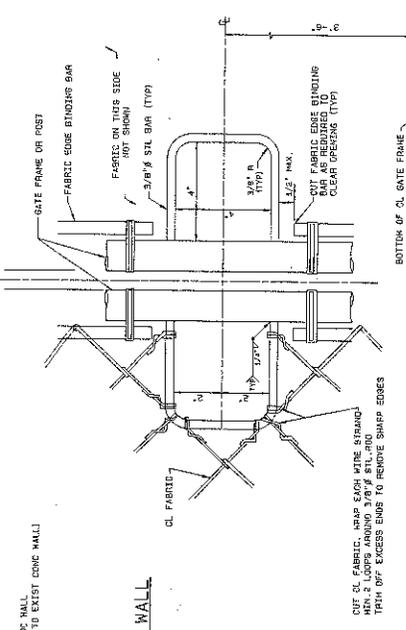
1 DOUBLE SWING DOUBLE DRIVE GATE
SD-1



2 SINGLE SWING GATE
SD-1



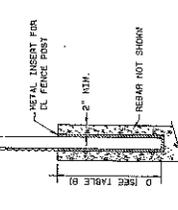
3 CHAIN-LOCK GATE OPENING
SD-1



4 ALONG VERTICAL CONC WALL
SD-1

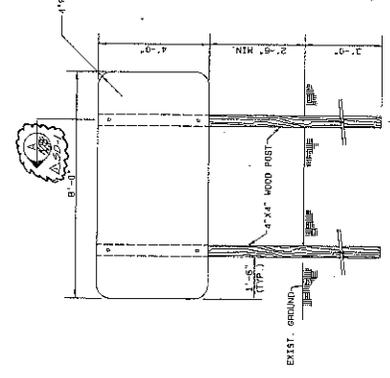
TABLE B

FENCE	D
DC-5	2'-0"
DC-6	1'-6"
DC-7	1'-0"
DC-8	3'-0"
DC-9	3'-0"

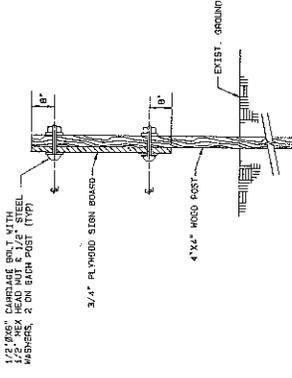


5 IN GROUND
SD-1

6 IN CONCRETE WALL
SD-1



7 PROJECT SIGN INSTALLATION
SD-1



8 SIGN BOLLING
SD-1

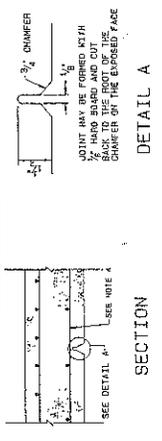


DATE: 08/27/19
DESIGN: SLS
DRAWN: P.V.
CHECKED: [Signature]
DATE: 08/27/19

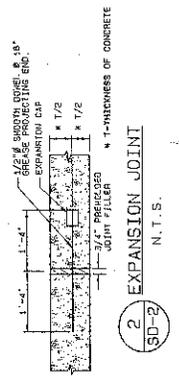


DATE: 08/27/19
DESIGN: SLS
DRAWN: P.V.
CHECKED: [Signature]
DATE: 08/27/19

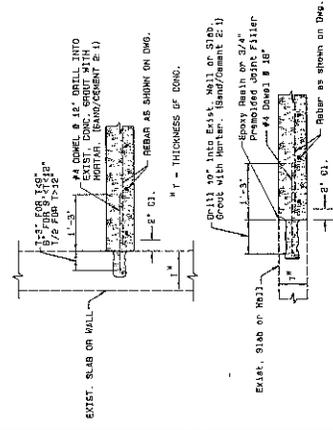
SCALE: 1"=10'	INDEX: SD-1	DATE: 08/27/19	PROJECT: Wrigley-Ford Creek
SANTA CLARA VALLEY WATER DISTRICT		ENGINEER: [Signature]	STANDARD DETAILS
DESCRIPTION: Chain-link fence installation	DATE: 08/27/19	DESIGNER: SLS	PROJECT: Wrigley-Ford Creek
UNDER SECTION: [Blank]	DATE: 08/27/19	DRAWN: P.V.	PROJECT: Wrigley-Ford Creek
DATE: 08/27/19	DATE: 08/27/19	CHECKED: [Signature]	PROJECT: Wrigley-Ford Creek
DATE: 08/27/19	DATE: 08/27/19	DATE: 08/27/19	PROJECT: Wrigley-Ford Creek



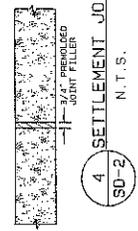
SECTION
1 CONTRACTION OR WEAKENED PLANE JOINT
N.T.S.



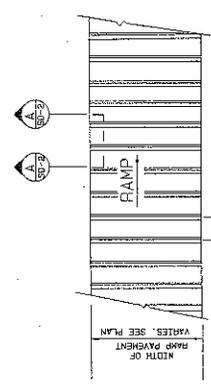
SECTION
2 EXPANSION JOINT
N.T.S.



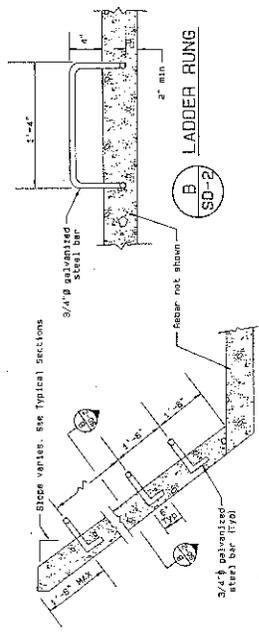
SECTION
3 CONSTRUCTION JOINT TO EXISTING CONCRETE
N.T.S.



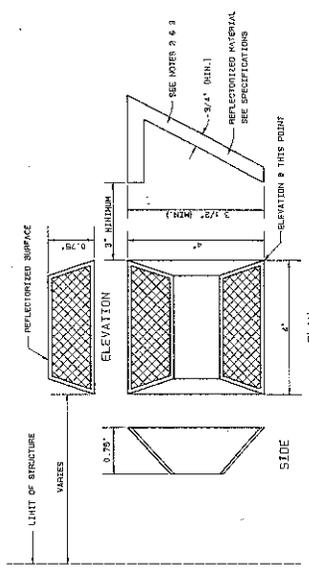
SECTION
4 SETTLEMENT JOINT
N.T.S.



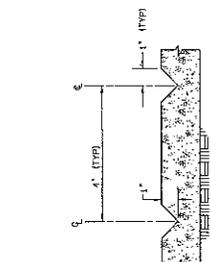
SECTION
5 PLAN-CONCRETE PAVEMENT GROOVING
N.T.S.



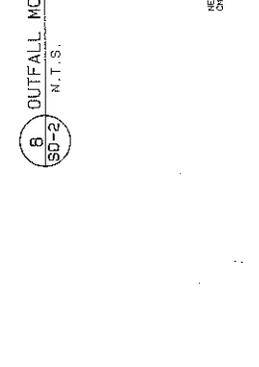
SECTION
6 LADDER
N.T.S.



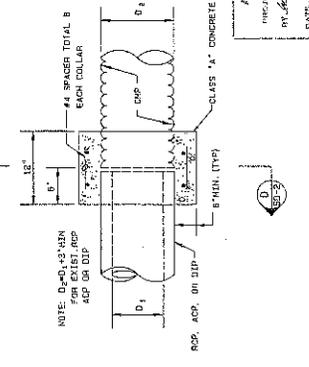
SECTION
7 REFLECTIVE DEPTH MARKER
N.T.S. SEE NOTE 1



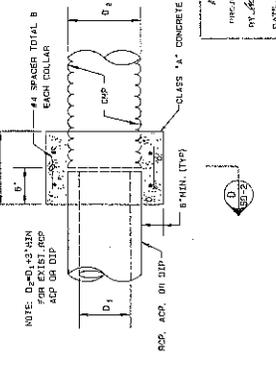
SECTION
8 OUTFALL MODIFICATION
N.T.S.



SECTION
9 CONCRETE COLLAR
N.T.S.



SECTION
10 OUTFALL MODIFICATION
N.T.S.



SECTION
11 CONCRETE COLLAR
N.T.S.

REV	DESCRIPTION	DATE/APP'R	REFERENCE INFORMATION AND NOTES
			NOTE 1: REFLECTIVE DEPTH MARKER SHALL BE INSTALLED AT THE STATIONS ON THE LEFT OR RIGHT BANK UPSTREAM AND DOWNSTREAM OF BRIGLEY-FORD CREEK AS SHOWN ON THE PLAN SHEETS.
			NOTE 2: NUMBER IS TO REPRESENT REMOVAL DISTANCE IN FEET ABOVE CHANNEL INVERT TO ONE FOOT INCREMENTS.
			NOTE 3: STATION NUMBERS SHALL BE SAME SIZE AND MATERIAL AS CENTER MARKERS.
			NOTE 4: CUT OR BUILT EVERY OTHER HORIZONTAL BAR WHERE THE CHANNEL WALL FACE IS EXPOSED.

DATE: 06/19/19
DESIGN: P. V.
DRAWN: P. V.
CHECKED: P. V.DATE: 06/19/19
DESIGN: P. V.
DRAWN: P. V.
CHECKED: P. V.

SCALE: 1/2" = 1'-0"
SHEET: SD-2
OF: 34

Santa Clara Valley Water District
ENGINEERING DIVISION
PROJECT MANAGER: *[Signature]*
DATE: 06/19/19

WRIGLEY-FORD CREEK
STANDARD DETAILS

18020

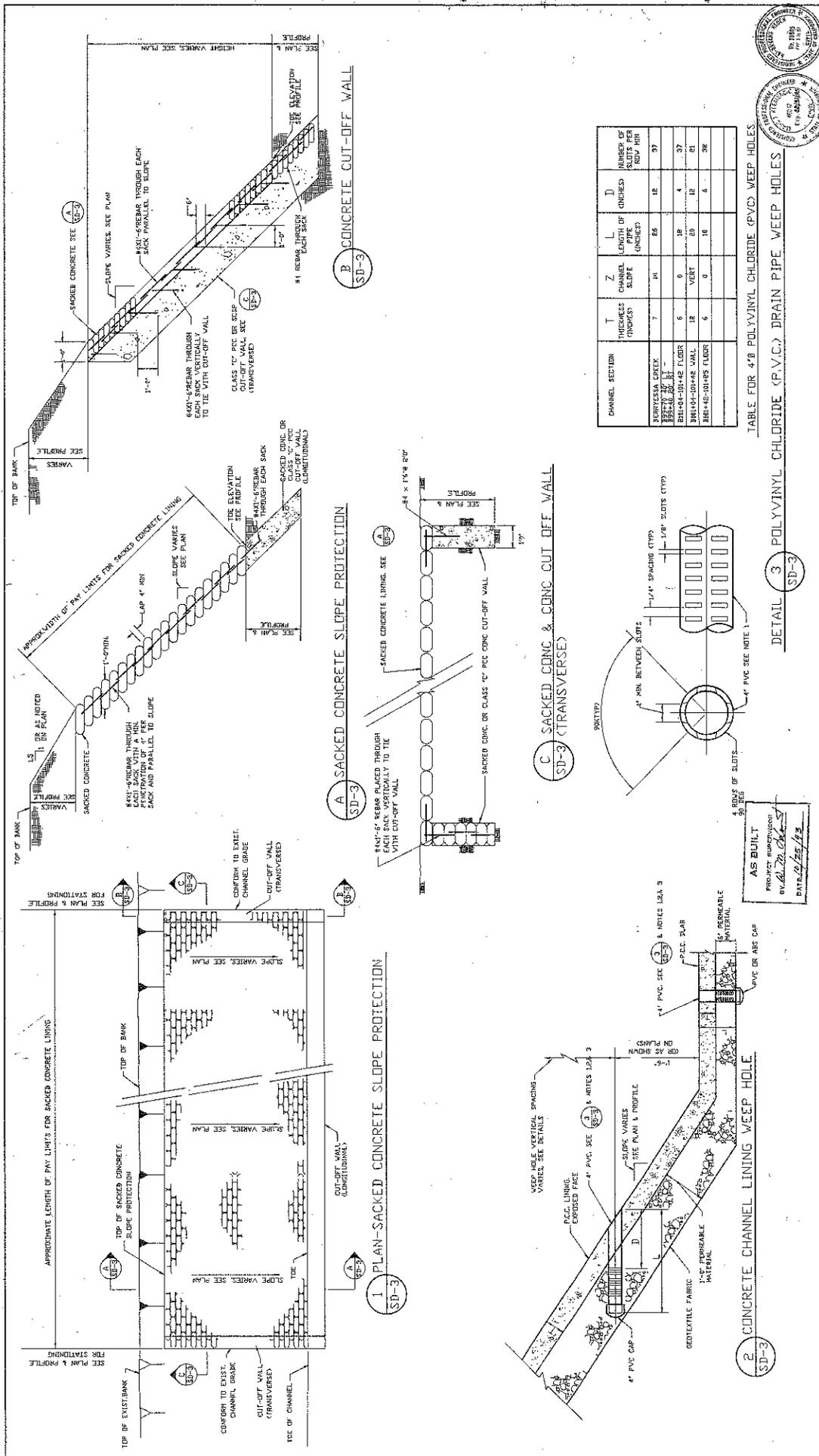


TABLE FOR 4" POLYVINYL CHLORIDE (PVC) DRAIN PIPE WEEP HOLES

CHANNEL SECTION	THICKNESS (INCHES)	Z	L	D	NUMBER OF SLOTS PER ROW PER
BERTESSA CREEK	7	14	26	18	37
BR143-10142 FLOORS	6	0	18	4	37
BR143-10142 WALL	12	0	18	12	21
BR143-10142 FLOORS	6	0	18	4	38

WRIGLEY-FORD CREEK
STANDARD DETAILS

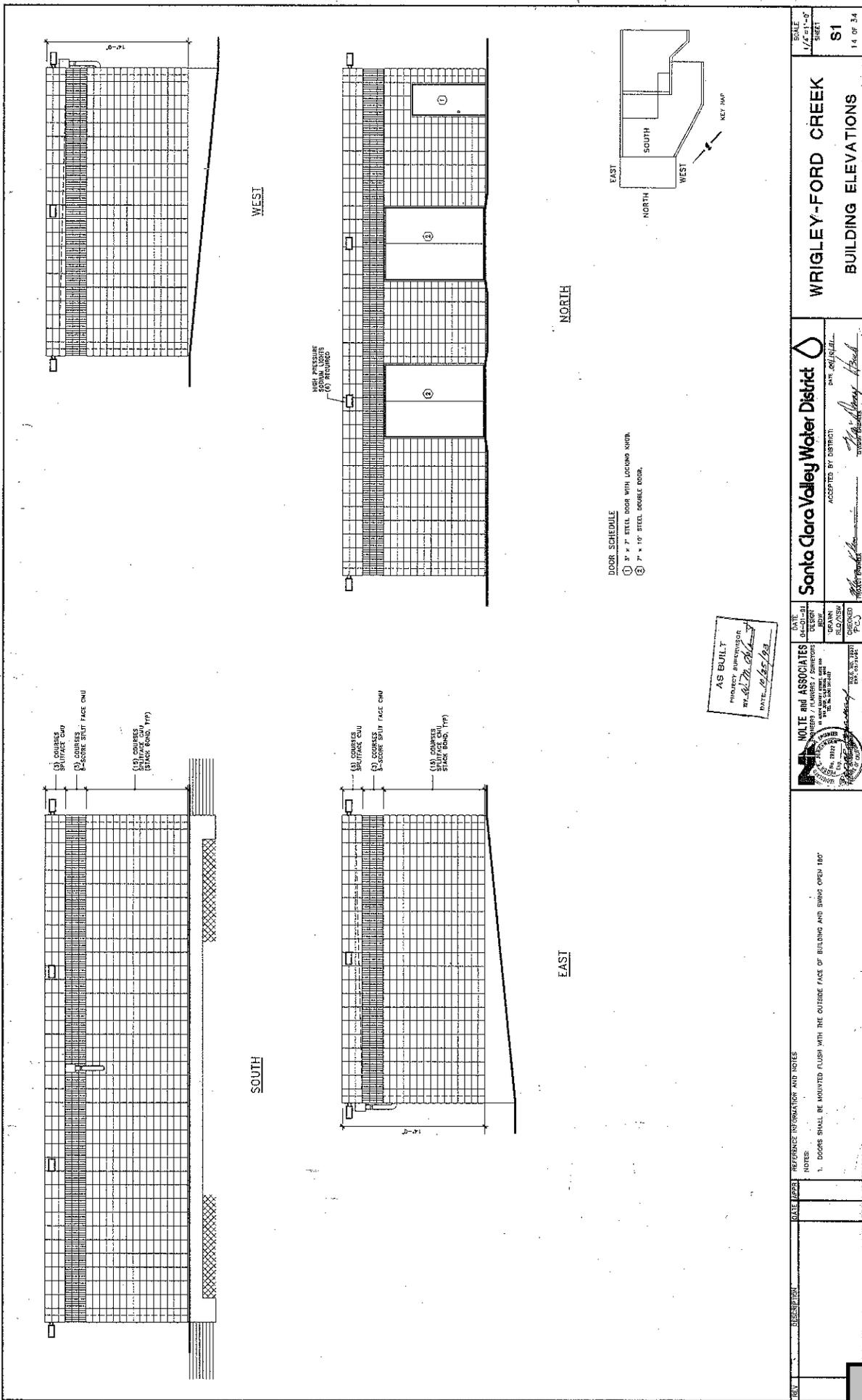
Santa Clara Valley Water District

DATE: 08-01-11
 DESIGN: J. HARRIS / J. HARRIS & ASSOCIATES
 CHECKED: J. HARRIS
 IN CHARGE: J. HARRIS

PROJECT: 18021
 SHEET: SD-3
 OF: 13 OF 34

AS BUILT
 PROJECT MODIFICATIONS
 DATE: 10/26/11

REFERENCE INFORMATION AND NOTES:
 NOTE 1 - WEEP HOLES SHALL BE 4" POLYVINYL CHLORIDE (PVC) DRAIN PIPE.
 NOTE 2 - MATERIAL SHALL BE PERMANENTLY CONCRETE CHANNEL LINING, SIDE SLOPE AND A CONTINUOUS 6" BLANKET OF PERMEABLE MATERIAL UNDER CHANNEL BOTTOM AND RAMPS.
 NOTE 3 - CUT PVC FLUSH WITH FACE OF SACKED CONCRETE CHANNEL LINING OR FILL CHANNEL LINING AND BUILT SLAB.



(1) COURSES
SAUTFACE CMU
(2) COURSES
S-Score SPIT FACE CMU

(13) COURSES
SAUTFACE CMU
S-Score SPIT FACE CMU

(1) COURSES
SAUTFACE CMU
(2) COURSES
S-Score SPIT FACE CMU

(13) COURSES
SAUTFACE CMU
S-Score SPIT FACE CMU

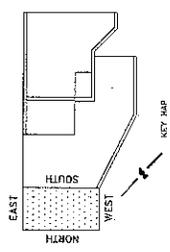
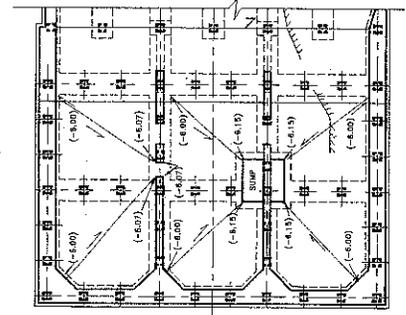
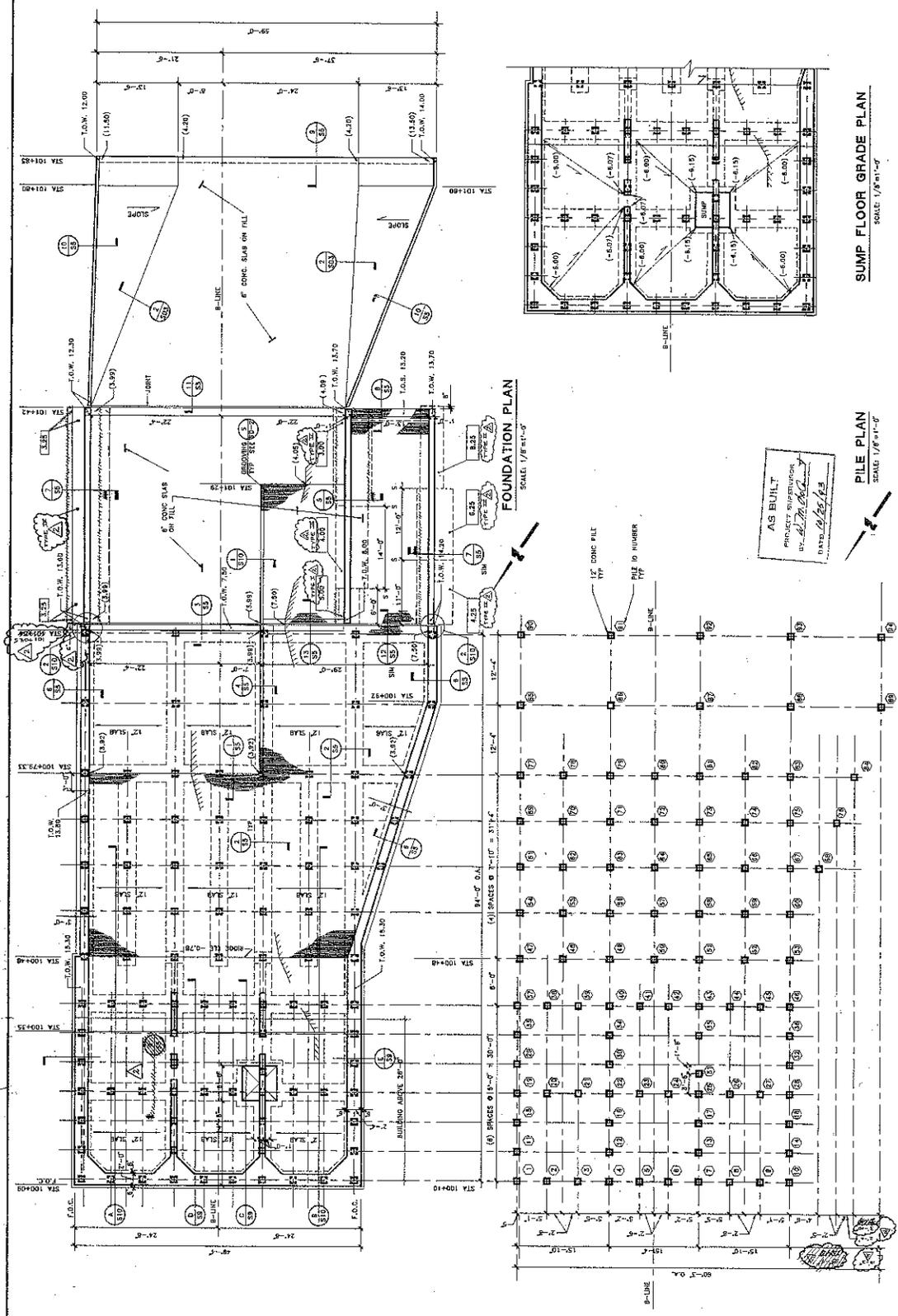
DOOR SCHEDULE
 ① 3' x 7' STEEL DOOR WITH LOCKING KNOB.
 ② 7' x 10' STEEL DOUBLE DOOR.

AS BUILT
 PROJECT APPROVED
 DATE: 10/25/13

DATE	10-20-13	DATE	10/25/13
DESIGN	BY: [Signature]	DESIGN	DATE: 10/25/13
BY: [Signature]	BY: [Signature]	BY: [Signature]	BY: [Signature]
CHECKED	BY: [Signature]	CHECKED	BY: [Signature]
DATE: 10/25/13	DATE: 10/25/13	DATE: 10/25/13	DATE: 10/25/13
Santa Clara Valley Water District ACCEPTED BY DISTRICT: <i>[Signature]</i> DATE: 10/25/13			
WRIGLEY-FORD CREEK BUILDING ELEVATIONS			
SHEET S1 14 OF 34			

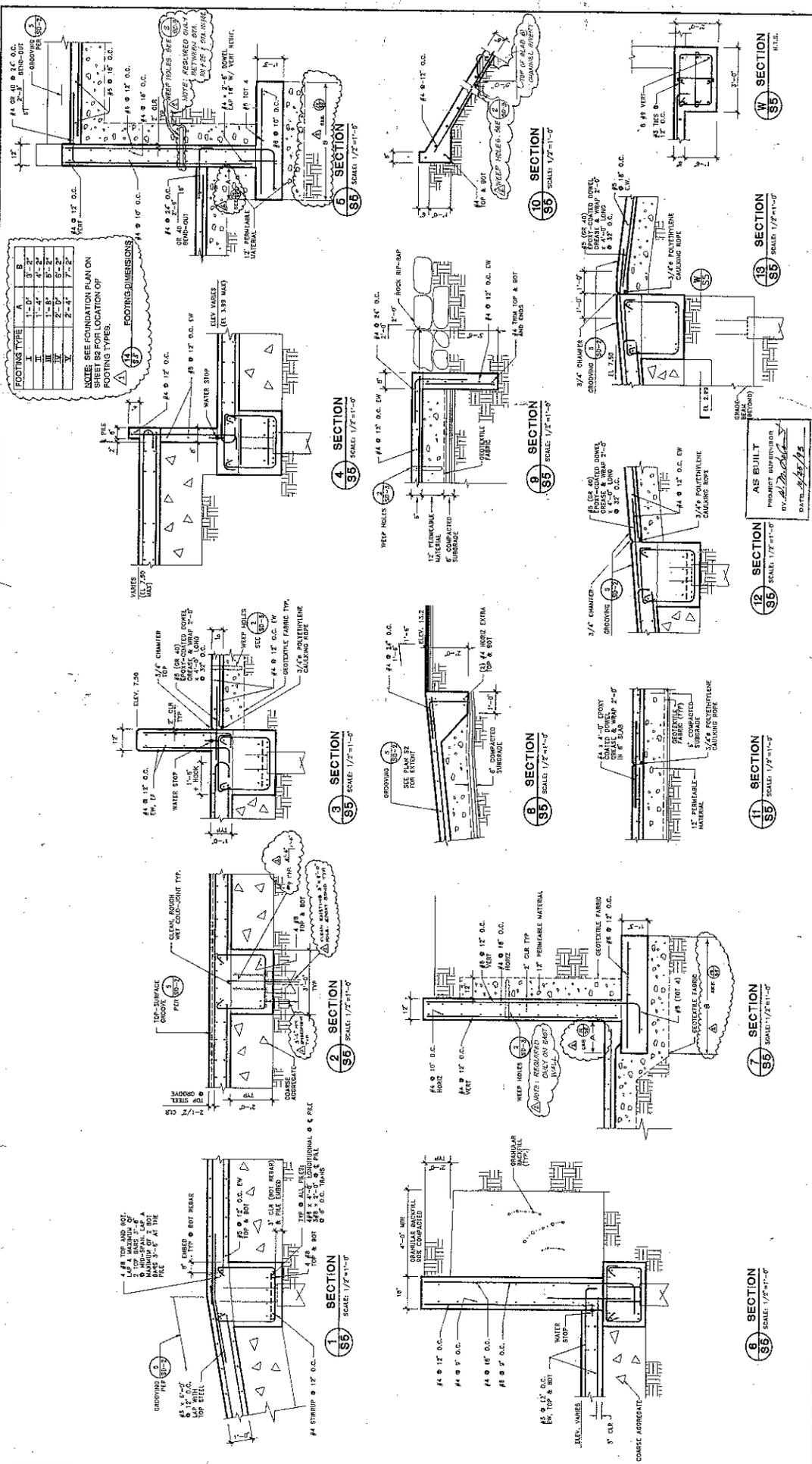
DATE: 10/25/13
 REFERENCE INFORMATION AND NOTES
 NOTES:
 1. DOORS SHALL BE MOUNTED FLUSH WITH THE OUTSIDE FACE OF BUILDING AND SWING OPEN 180°

- NOTES:
1. TOP OF FOOTING ELEVATION NOTED THUS: (10.00)
 2. T.O.S. ELEVATION NOTED THUS: (8.48)
 3. T.O.W. ELEVATION NOTED THUS: T.O.W. 13.30
 4. TOTAL PILE COUNT = 94
 5. FOOTING STEPS NOTED THUS: ...5
 6. DESIGN MEDIUM WATER ELEVATION 12.50.



AS BUILT
PROJECT SUPERVISOR
DATE: 12/22/13

SCALE 1/8"=1'-0" SHEET 15 OF 34 REV A	WRIGLEY-FORD CREEK FOUNDATION & PILE PLAN	
	ACCEPTED BY DISTRICT: <i>[Signature]</i> DATE: 12/22/13	
PROJECT SUPERVISOR DATE: 12/22/13	SANTA CLARA VALLEY WATER DISTRICT 1000 N. GARDEN AVENUE SAN JOSE, CA 95128	
	DISTRICT ENGINEER: <i>[Signature]</i> DATE: 12/22/13	
REVISIONS 1. Clarification on pile cap approximation.	DATE: 12/22/13	REFERENCE INFORMATION AND NOTES



FOOTING DIMENSIONS

FOOTING TYPE	A	B
I	1'-0"	3'-0"
II	1'-0"	3'-0"
III	1'-0"	3'-0"
IV	2'-0"	6'-0"
V	2'-0"	6'-0"
VI	2'-0"	6'-0"
VII	2'-0"	6'-0"
VIII	2'-0"	6'-0"
IX	2'-0"	6'-0"
X	2'-0"	6'-0"
XI	2'-0"	6'-0"
XII	2'-0"	6'-0"
XIII	2'-0"	6'-0"
XIV	2'-0"	6'-0"
XV	2'-0"	6'-0"
XVI	2'-0"	6'-0"
XVII	2'-0"	6'-0"
XVIII	2'-0"	6'-0"
XIX	2'-0"	6'-0"
XX	2'-0"	6'-0"
XXI	2'-0"	6'-0"
XXII	2'-0"	6'-0"
XXIII	2'-0"	6'-0"
XXIV	2'-0"	6'-0"
XXV	2'-0"	6'-0"
XXVI	2'-0"	6'-0"
XXVII	2'-0"	6'-0"
XXVIII	2'-0"	6'-0"
XXIX	2'-0"	6'-0"
XXX	2'-0"	6'-0"
XXXI	2'-0"	6'-0"
XXXII	2'-0"	6'-0"
XXXIII	2'-0"	6'-0"
XXXIV	2'-0"	6'-0"
XXXV	2'-0"	6'-0"
XXXVI	2'-0"	6'-0"
XXXVII	2'-0"	6'-0"
XXXVIII	2'-0"	6'-0"
XXXIX	2'-0"	6'-0"
XXXX	2'-0"	6'-0"
XXXXI	2'-0"	6'-0"
XXXXII	2'-0"	6'-0"
XXXXIII	2'-0"	6'-0"
XXXXIV	2'-0"	6'-0"
XXXXV	2'-0"	6'-0"
XXXXVI	2'-0"	6'-0"
XXXXVII	2'-0"	6'-0"
XXXXVIII	2'-0"	6'-0"
XXXXIX	2'-0"	6'-0"
XXXXX	2'-0"	6'-0"

NOTE: SEE CONNECTION PLAN ON SHEET 85 FOR LOCATION OF FOOTING TYPES.

WRIGHT-FORD CREEK
CONCRETE SECTIONS

Santa Clara Valley Water District

NOTICE AND ASSOCIATES
 ENGINEERS / PLANNERS / ARCHITECTS
 1000 W. BARTON AVENUE, SUITE 100
 SAN JOSE, CALIFORNIA 95128
 PHONE: (408) 291-1111
 FAX: (408) 291-1112

DESIGN: [Signature]
 CHECKED: [Signature]
 APPROVED: [Signature]

PROJECT SUPERVISION BY: [Signature]
 DATE: 12/15/12

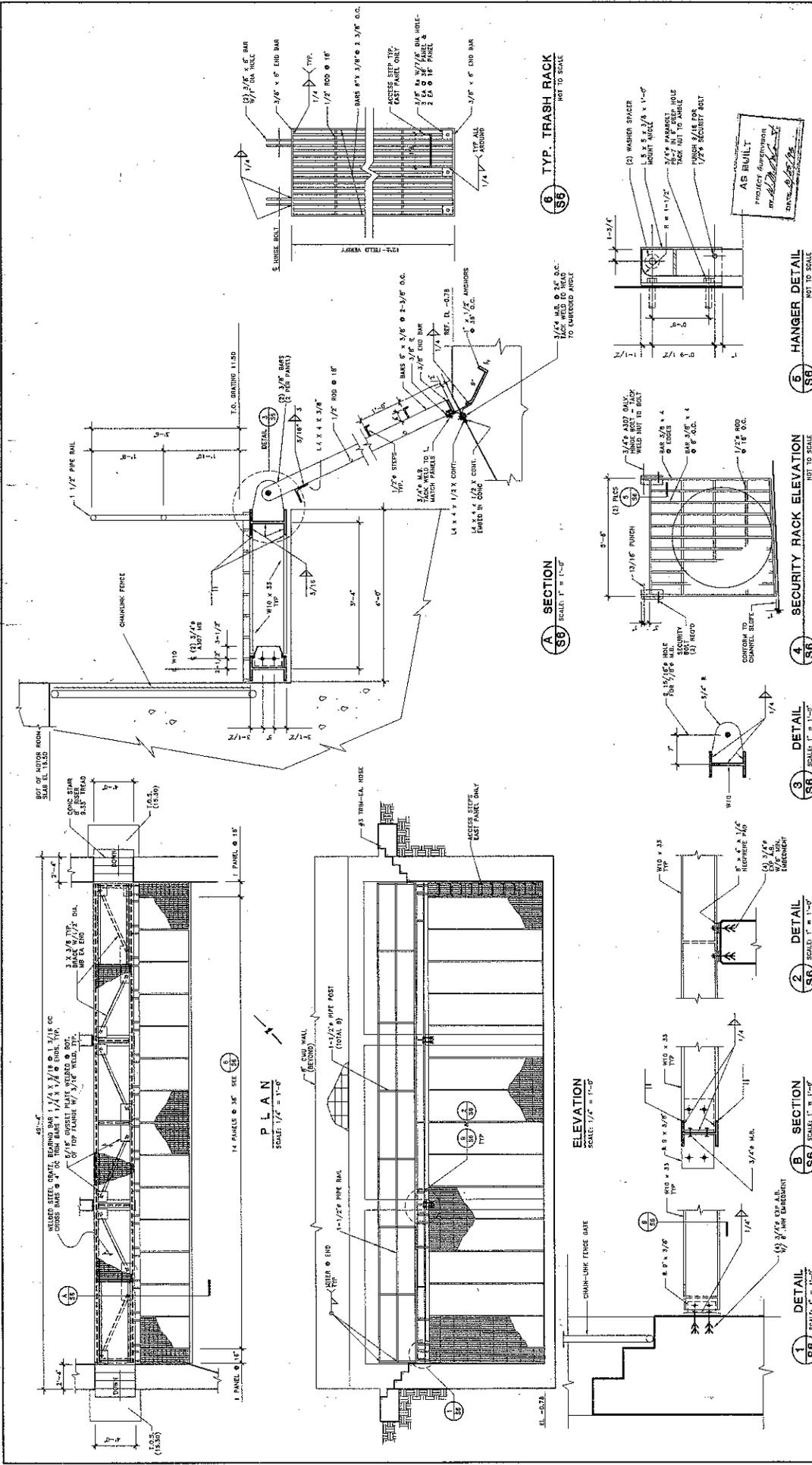
ACCEPTED BY DISTRICT: [Signature]
 DATE: 12/15/12

SCALE: 1/2" = 1'-0"
 SHEET: 85
 OF: 13

DATE REVISION: [Signature]
 REVISION: [Signature]

REFERENCE INFORMATION AND NOTES:

- 1. CONSULTATION ON PROTECTIVE MEASURES.
- 2. IF PILE CONNECTIONS TO FOOTINGS.
- 3. CLASSIFICATION ON WEAP HOLE LOCATIONS.

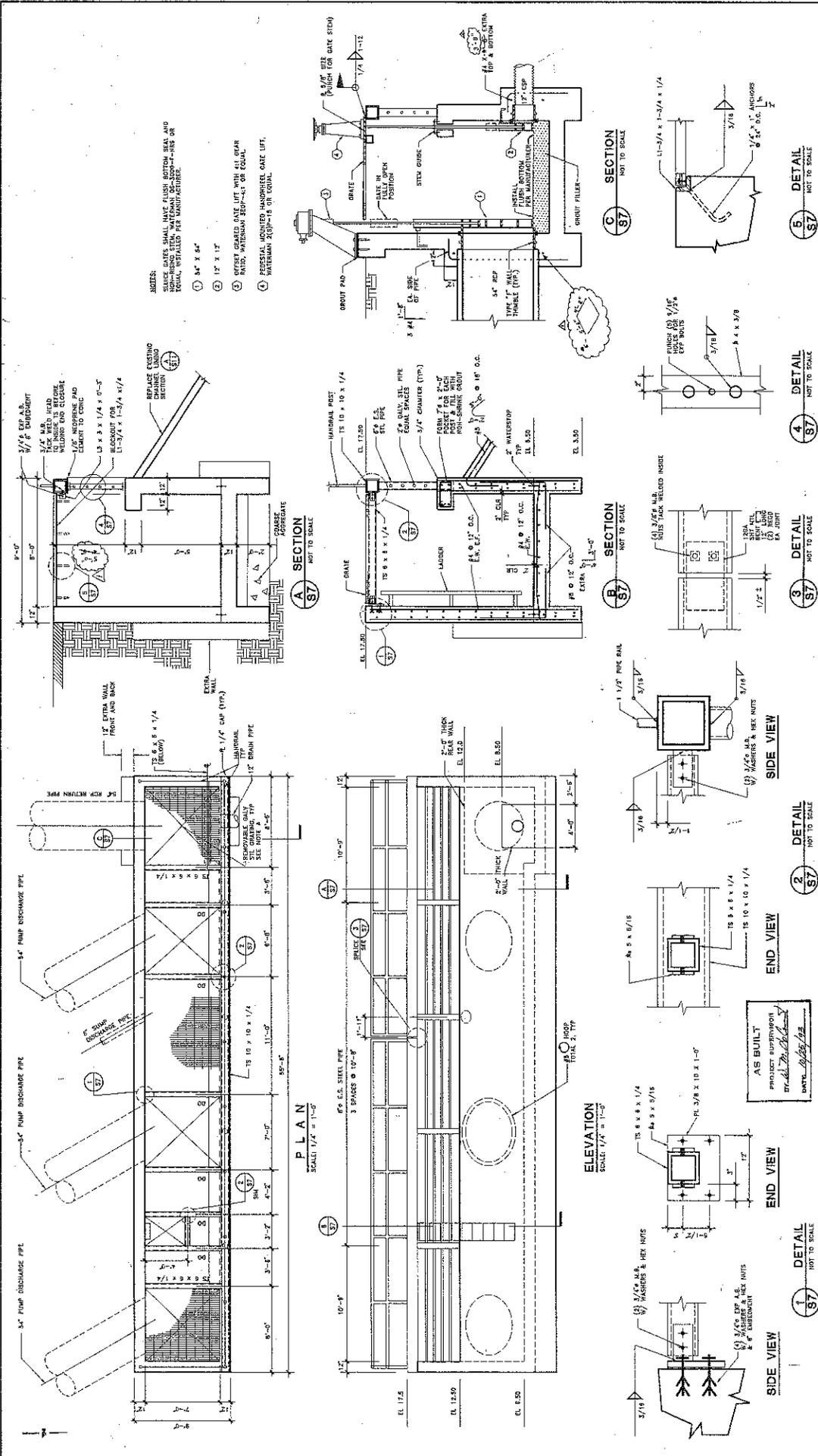


DATE	1/15/14	SCALE	1/2" = 1'-0"
DESCRIPTION	WALKWAY & TRASH RACK DET.	SHEET	S6
PROJECT	WRIGLEY-FORD CREEK	DATE	1/15/14
DESIGN	AS BUILT	PROJECT APPROVED BY	[Signature]
DRWING	[Signature]	DATE	1/15/14
CHECKED	[Signature]	ACCEPTED BY DISTRICT	[Signature]
IN CHARGE	[Signature]	DATE	1/15/14

Santa Clara Valley Water District
ACCEPTED BY DISTRICT

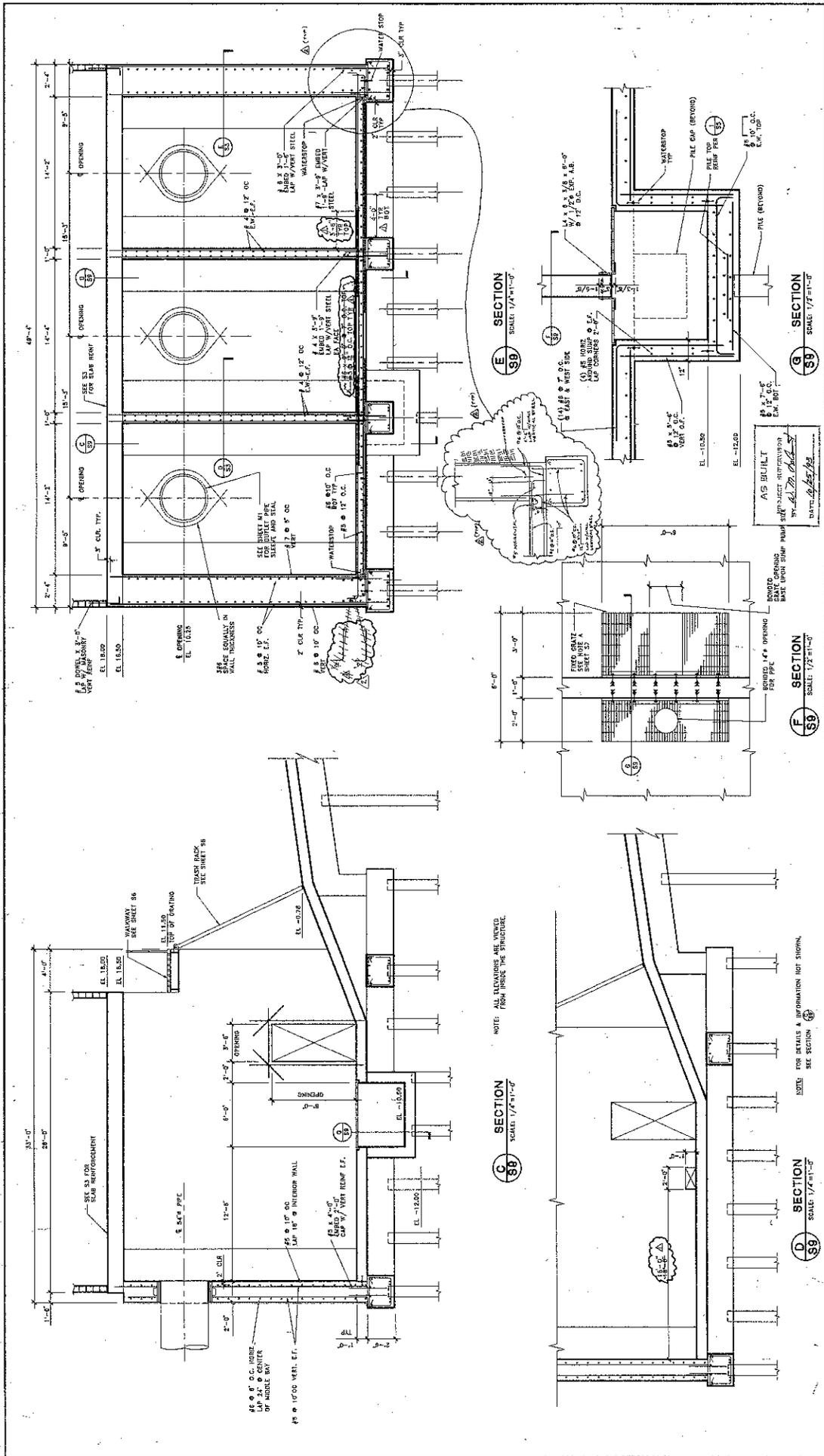
NOLTE and ASSOCIATES
DESIGN ENGINEERS / PLANNERS / ARCHITECTS
1000 N. 1ST ST., SUITE 100
SAN JOSE, CA 95128
TEL: 408.281.1111
WWW.NOLTEANDASSOCIATES.COM

AS BUILT
Product Approval
DATE: 1/15/14

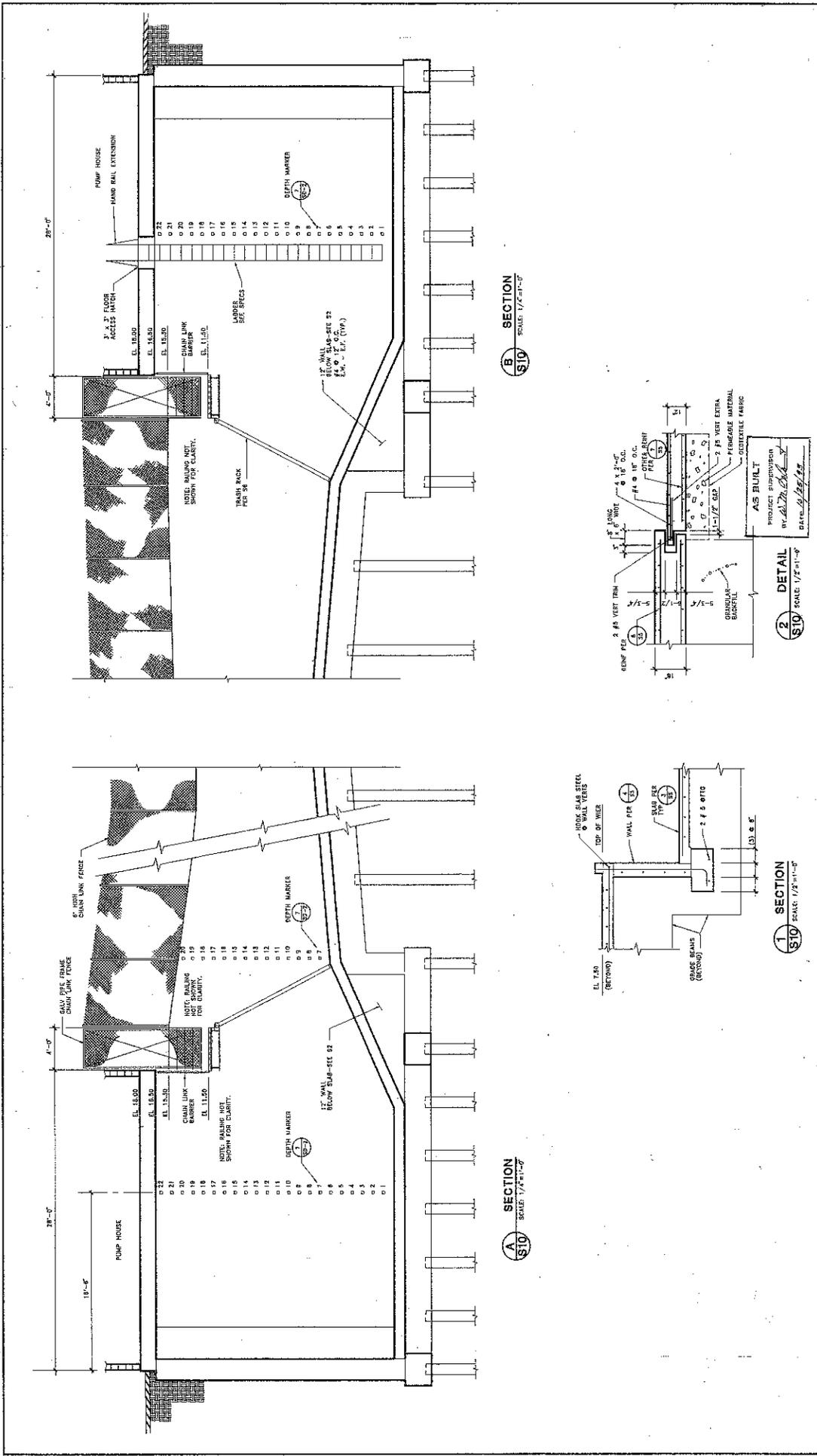


- NOTES:
1. GATE SHALL HAVE (1) 1/2" SECTION SEAL AND NON-RISING STEM. WATERMAN 2031P-18 IS OR EQUAL, INSTALLED PER MANUFACTURER.
 2. 12" x 12"
 3. GATE SHALL BE 1/2" WITH 41" CLEAR. WATERMAN 2031P-18 IS OR EQUAL.
 4. SPECIAL MANUFACTURER GATE LIFT. WATERMAN 2031P-18 IS OR EQUAL.

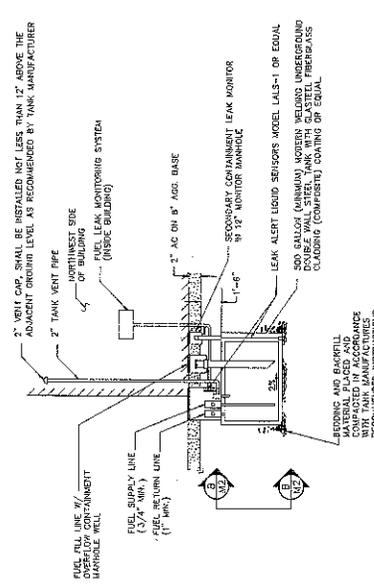
SCALE	AS SHOWN	SCALE	S7
DATE	10/20/13	DATE	10/20/13
DESIGN	W. J. B. / J. S. B.	DESIGN	W. J. B. / J. S. B.
CHECKED	W. J. B. / J. S. B.	CHECKED	W. J. B. / J. S. B.
PROJECT	DISCHARGE BOX	PROJECT	DISCHARGE BOX
CLIENT	Santa Clara Valley Water District	CLIENT	Santa Clara Valley Water District
LOCATION	WRIGLEY-FORD CREEK	LOCATION	WRIGLEY-FORD CREEK
DESCRIPTION	DISCHARGE BOX	DESCRIPTION	DISCHARGE BOX
DATE	10/20/13	DATE	10/20/13
BY	W. J. B. / J. S. B.	BY	W. J. B. / J. S. B.
CHECKED	W. J. B. / J. S. B.	CHECKED	W. J. B. / J. S. B.
APPROVED BY DISTRICT	<i>[Signature]</i>	APPROVED BY DISTRICT	<i>[Signature]</i>



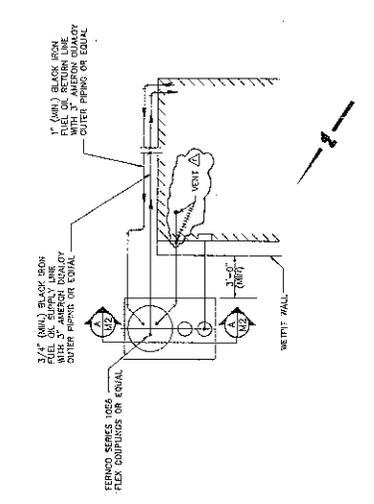
WALL SECTIONS WRIGLEY-FORD CREEK		SCALE: AS SHOWN SHEET: S9 22 REV. 1/25
Santa Clara Valley Water District		DATE: 04/13/10 ACCEPTED BY: <i>[Signature]</i> DATE: 04/25/10
DATE: 04/13/10 DESIGN: <i>[Signature]</i> CHECKED: <i>[Signature]</i> DRAWN: <i>[Signature]</i> SCALE: 1/4"=1'-0"	DATE: 04/13/10 DESIGN: <i>[Signature]</i> CHECKED: <i>[Signature]</i> DRAWN: <i>[Signature]</i> SCALE: 1/4"=1'-0"	DATE: 04/13/10 DESIGN: <i>[Signature]</i> CHECKED: <i>[Signature]</i> DRAWN: <i>[Signature]</i> SCALE: 1/4"=1'-0"
NOTE: ALL DIMENSIONS ARE VERTICAL UNLESS NOTED OTHERWISE.		
NOTE: FOR DETAILS & INFORMATION NOT SHOWN, SEE SECTION 6.		
REFERENCE INFORMATION AND NOTES:		
SEE SHEET 36 FOR SLAB REINFORCEMENT SEE SHEET 36 FOR SLAB REINFORCEMENT SEE SHEET 36 FOR SLAB REINFORCEMENT	SEE SHEET 36 FOR SLAB REINFORCEMENT SEE SHEET 36 FOR SLAB REINFORCEMENT SEE SHEET 36 FOR SLAB REINFORCEMENT	SEE SHEET 36 FOR SLAB REINFORCEMENT SEE SHEET 36 FOR SLAB REINFORCEMENT SEE SHEET 36 FOR SLAB REINFORCEMENT



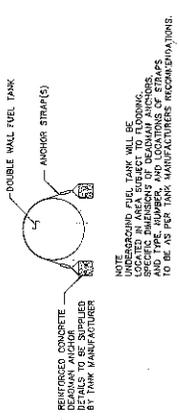
DATE	DESIGN	CHECKED	DATE	SCALE
04-01-91	GRAN	P.O.S.	01-01-91	1/2"=1'-0"
<p>NOLE and ASSOCIATES CONCRETE PLANNERS / ENGINEERS 1000 W. 10th Street, Suite 100 Tulsa, Oklahoma 74103 TEL: (918) 438-1111 FAX: (918) 438-1112</p>				
<p>Santa Clara Valley Water District ACCEPTED BY DISTRICT: <i>[Signature]</i> DATE: <i>[Date]</i></p>				
<p>WRIGLEY-FORD CREEK CONCRETE SECTIONS</p>				
<p>SCALE AS NOTED SHEET S10 23 OF 34</p>				<p>18031</p>



1 PLAN OF FUEL STORAGE TANK
SCALE: 1/8"=1'-0"



A ELEVATION - 500-GALLON DIESEL FUEL STORAGE TANK
SCALE: 1/8"=1'-0"

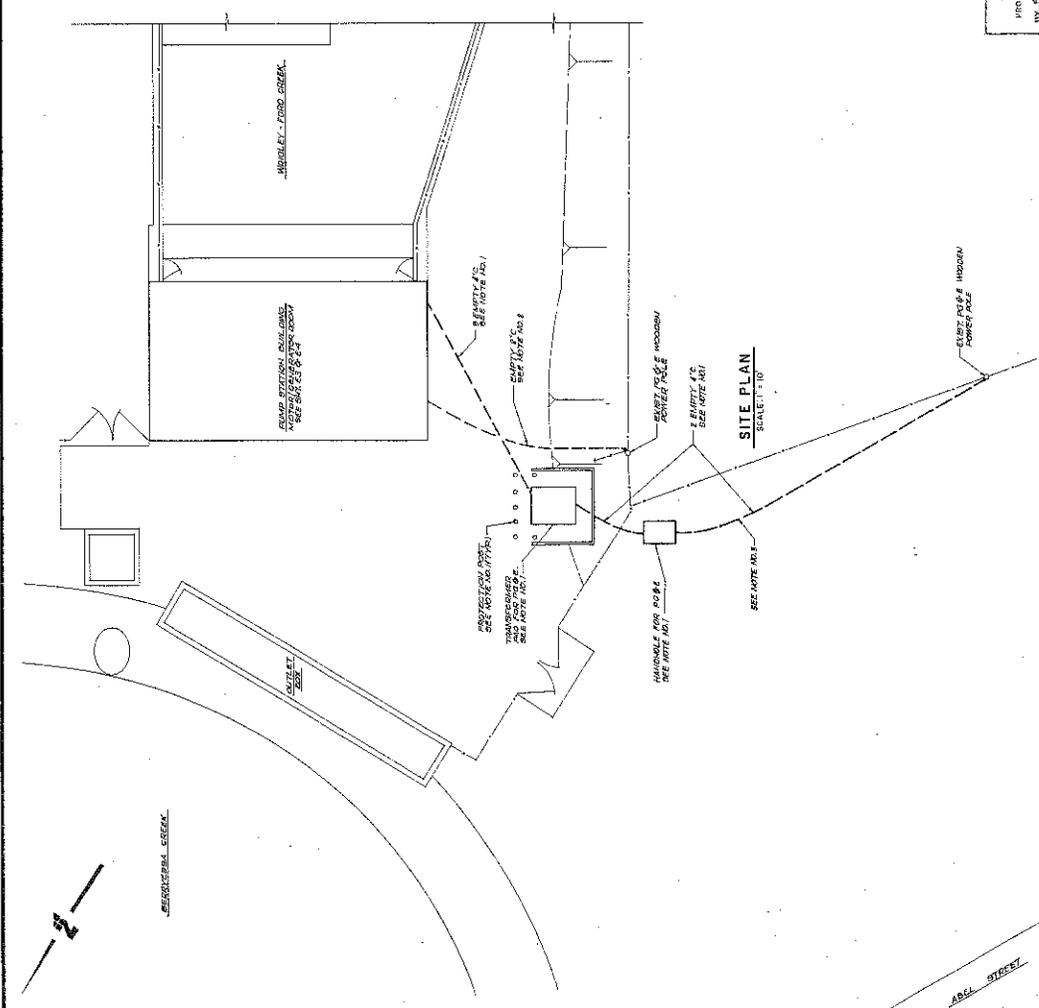


B SECTION - ANCHORING
SCALE: N.T.S.

AS BUILT
PROJECT SUBMITTED BY: *ALTA OIL*
DATE: *1/15/12*

<p>DATE: 12-11-11 DESIGN: HOLTZ AND ASSOCIATES DESIGNED BY: <i>ALTA OIL</i> CHECKED BY: <i>ALTA OIL</i> SCALE: 1/8"=1'-0"</p>		<p>DATE: 12-11-11 DESIGNED BY: <i>ALTA OIL</i> CHECKED BY: <i>ALTA OIL</i> SCALE: 1/8"=1'-0"</p>		<p>ACCEPTED BY DISTRICT: <i>Alta Oil</i></p>	<p>SCALE: AS SHOWN SHEET: M2 OF 34</p>
<p>DESCRIPTION: <i>Location of debrim from tank vent to the inside of the building.</i></p>		<p>REFERENCE INFORMATION AND NOTES</p>		<p>WRIGHT-FORD CREEK MECHANICAL PLANS & DETAILS</p>	

- NOTES
1. CONFORM WITH ALL CODE REQUIREMENTS
 2. CONFORM WITH ALL CITY REQUIREMENTS
 3. THE INSTALLATION OF TRINCH AND CONDUIT



SITE PLAN
SHEET 1 OF 1

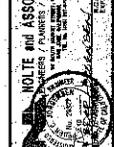


Terada Engineering, Inc.
San Jose, California

WRIGLEY-FORD CREEK
SITE PLAN - ELECTRICAL

Santa Clara Valley Water District
ACCEPTED BY DISTRICT: *[Signature]*

DATE	04-01-11
DESIGN	W. D. GILES
DRAWN	
CHECKED	
BY	



NOLTE AND ASSOCIATES
ELECTRICAL ENGINEERS / PLUMBERS / SANITARIANS

DATE	04-01-11
DESIGN	W. D. GILES
DRAWN	
CHECKED	
BY	

DATE	
DESCRIPTION	

DATE	
DESCRIPTION	

DATE	
DESCRIPTION	

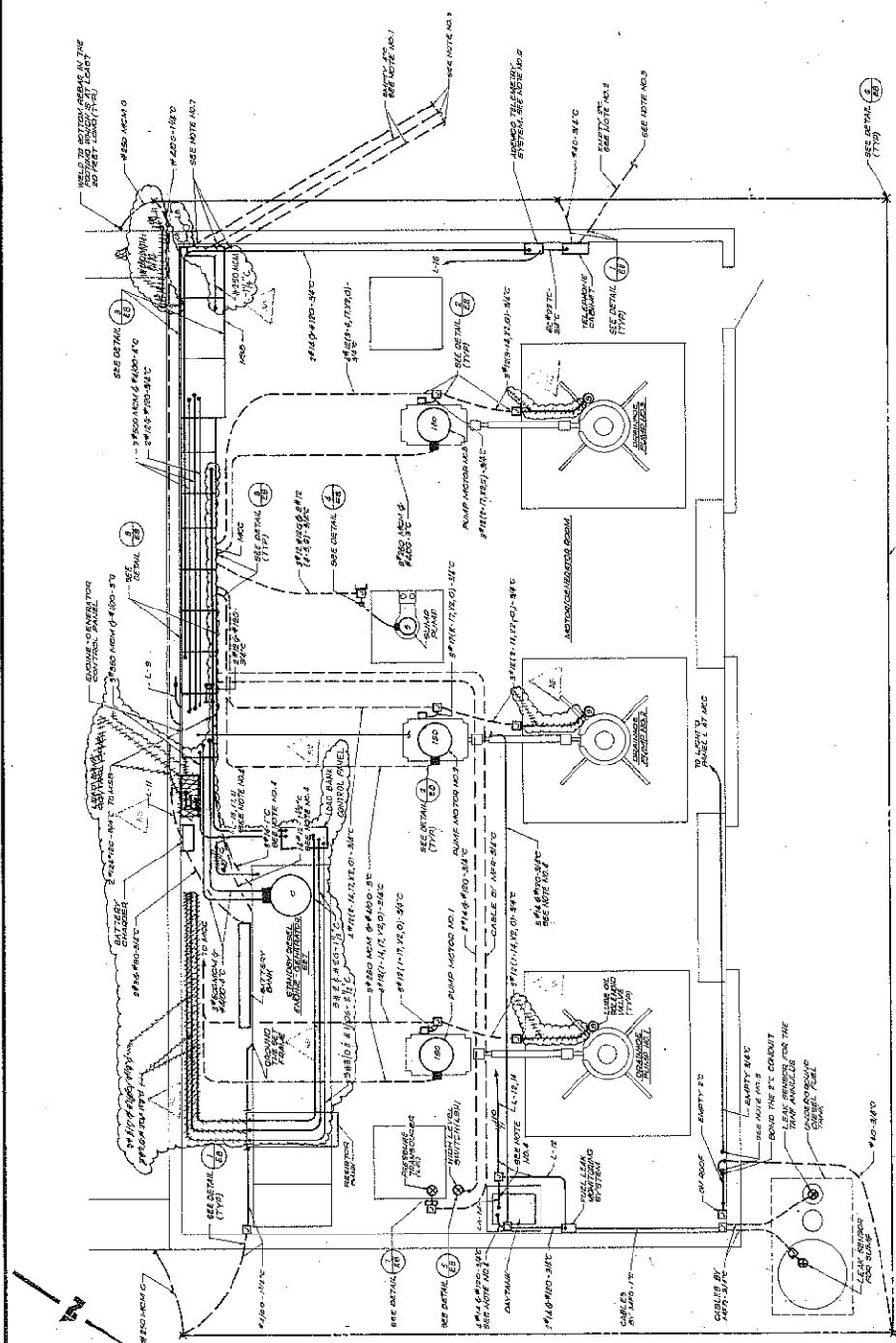
DATE	
DESCRIPTION	

DATE	
DESCRIPTION	

SCALE
1" = 10'
SHEET
E2
28 OF 34

18034

- NOTES:**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAN JOSE SPECIFICATIONS.
 2. ALL CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SAN JOSE.
 3. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).
 4. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAN JOSE SPECIFICATIONS.
 5. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAN JOSE SPECIFICATIONS.
 6. TERMINALS AND CABLES SHALL BE IDENTIFIED AND LABELED IN ACCORDANCE WITH THE CITY OF SAN JOSE SPECIFICATIONS.
 7. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAN JOSE SPECIFICATIONS.
 8. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAN JOSE SPECIFICATIONS.
 9. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAN JOSE SPECIFICATIONS.
 10. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAN JOSE SPECIFICATIONS.



PLAN - POWER
SCALE 1/8" = 1'-0"



AS BUILT
PROJECT NUMBER
DATE
BY
TERADA ENGINEERING, INC.

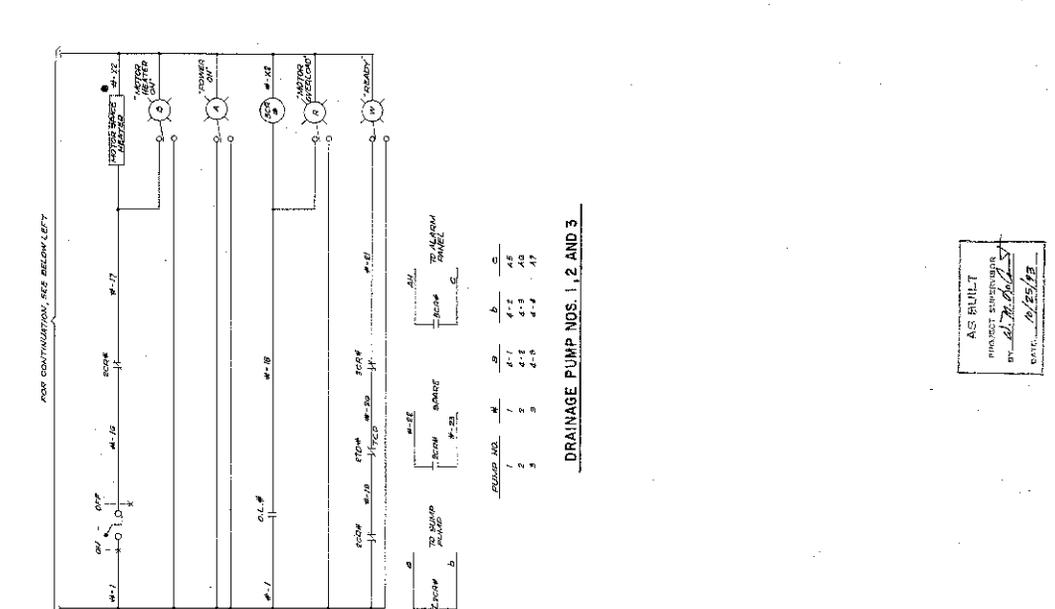
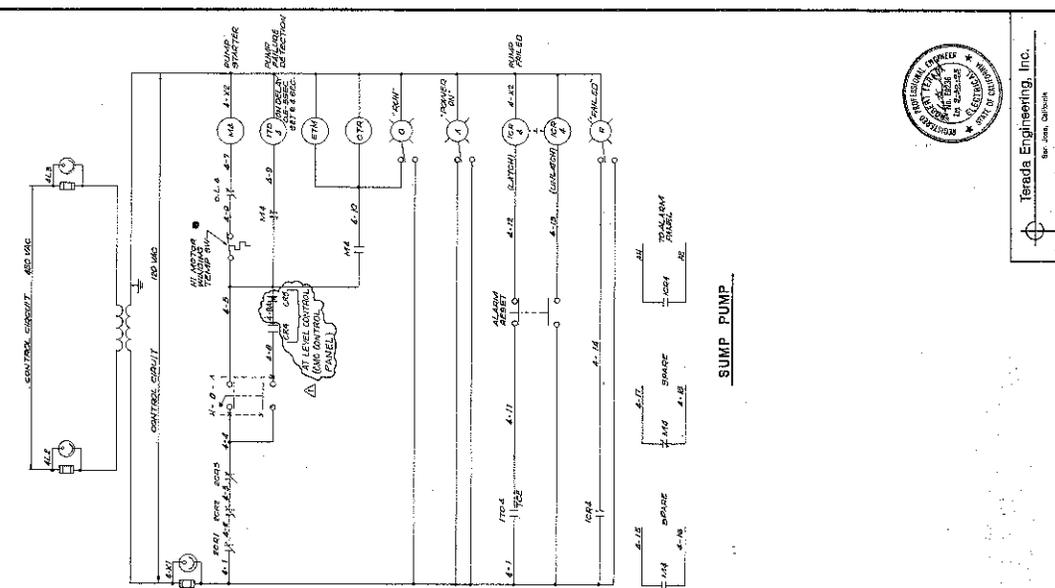
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SHEET: 159
DATE: 05/29/94

Santa Clara Valley Water District
WRIGLEY-FORD CREEK
PUMP STATION PLAN - POWER

DATE	BY	CHKD	APP'D
04-09-91	J. B. BERRY		
05-29-94	J. B. BERRY		

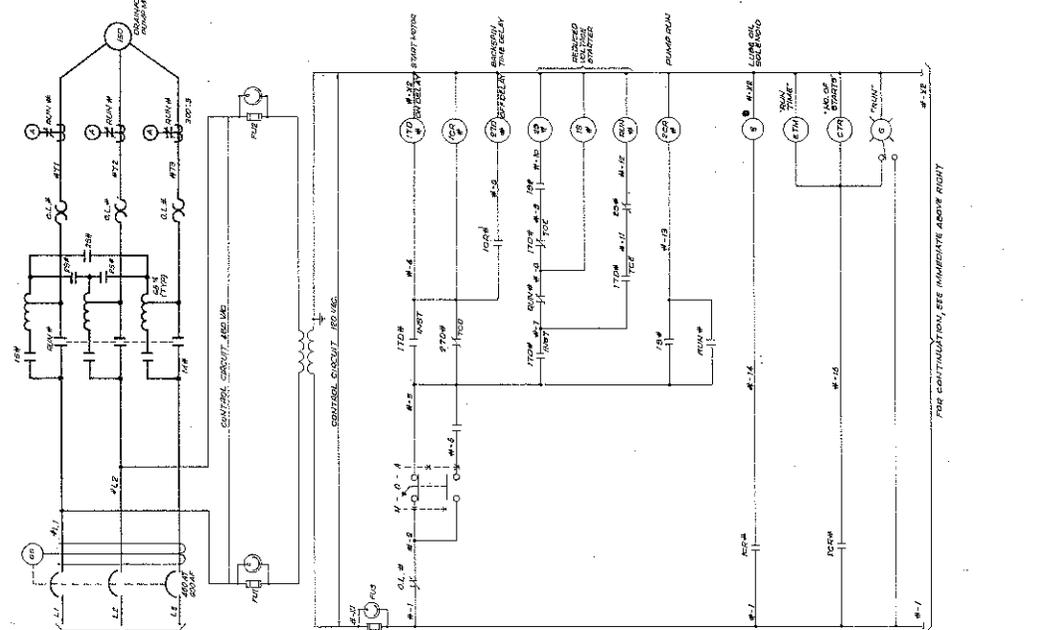
APPROVED BY DISTRICT
ACCEPTED BY DISTRICT
DATE: 05/29/94

REVISION	DATE	BY	DESCRIPTION
1	05/29/94	J. B. BERRY	ISSUE FOR CONSTRUCTION
2	05/29/94	J. B. BERRY	ISSUE FOR CONSTRUCTION



FOR CONTINUATION, SEE BELOW LEFT

WIRE NO.	TO	FROM
#1	TO SUMP PUMP	B
#2	TO SUMP PUMP	B
#3	TO SUMP PUMP	B
#4	TO SUMP PUMP	B
#5	TO SUMP PUMP	B
#6	TO SUMP PUMP	B
#7	TO SUMP PUMP	B
#8	TO SUMP PUMP	B
#9	TO SUMP PUMP	B
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#50	TO SUMP PUMP	B



Terada Engineering, Inc.
 1000 17th Street, Suite 100
 San Francisco, CA 94103
 (415) 774-1111

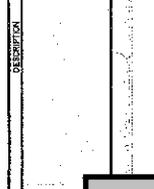
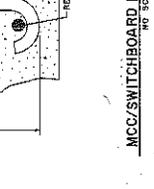
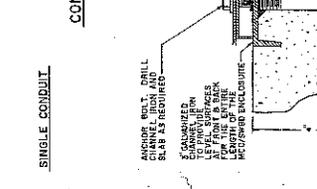
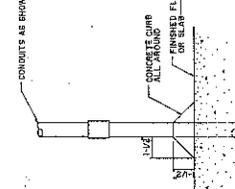
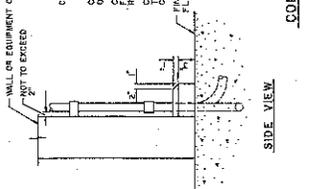
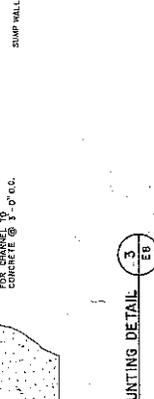
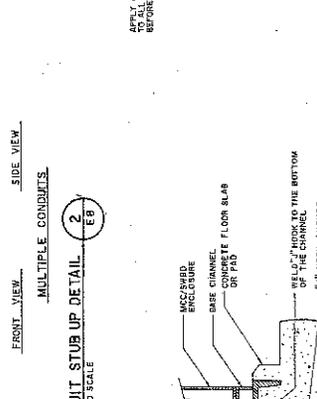
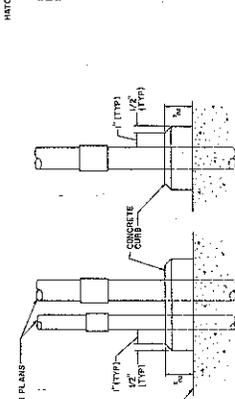
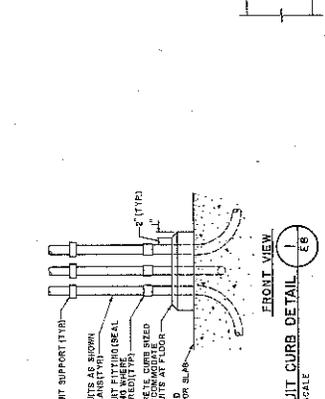
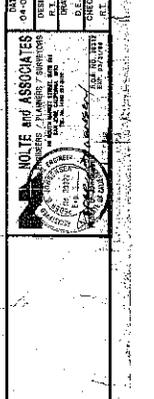
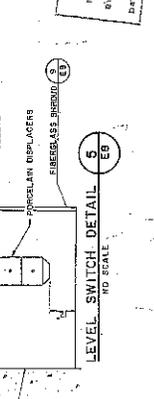
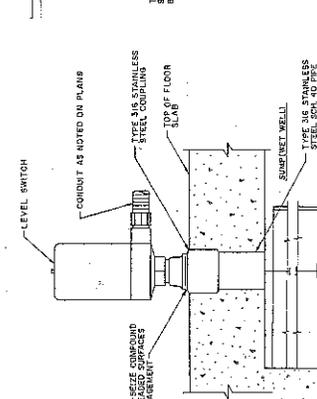
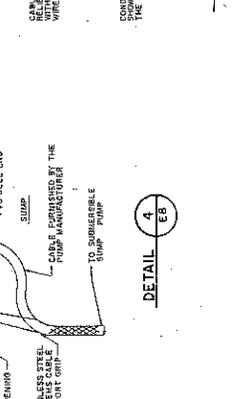
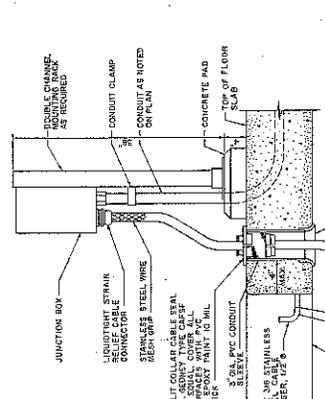
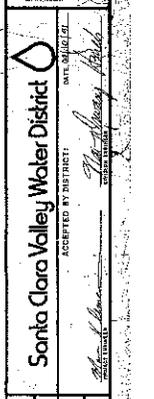
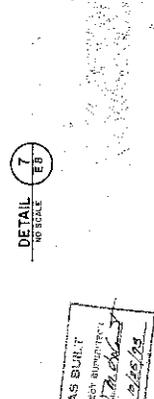
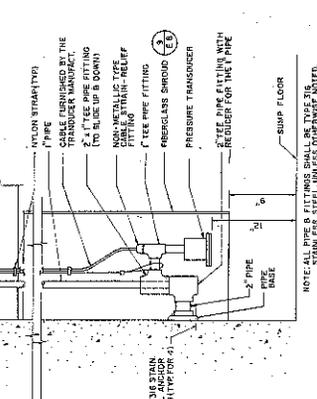
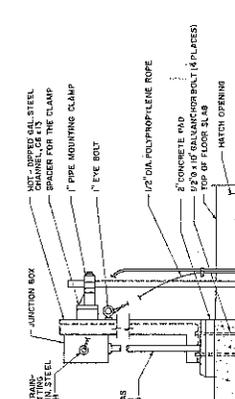
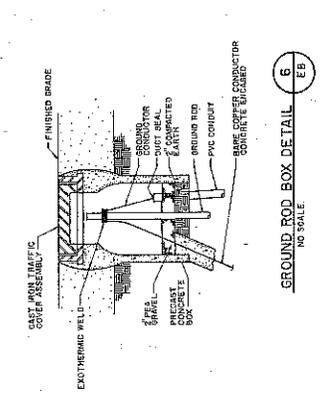
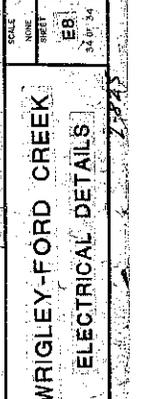
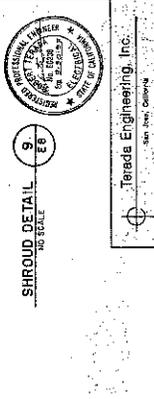
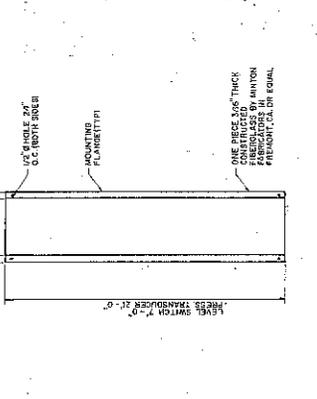
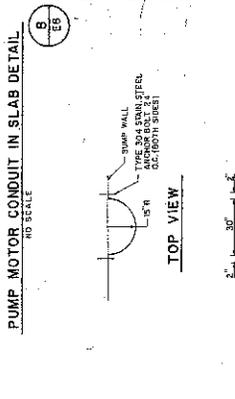
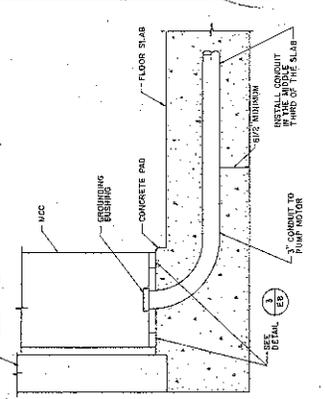
SCALE: NONE
 SHEET: E6
 OF: 3

WRIGLEY-FORD CREEK
 SCHEMATIC DIAGRAMS

Santa Clara Valley Water District
 PROJECT ENGINEER: [Signature]
 DATE: 02/25/23

NO.	DESCRIPTION	DATE	BY
1	AS BUILT	02/25/23	[Signature]

FOR CONTINUATION, SEE IMMEDIATE ABOVE RIGHT

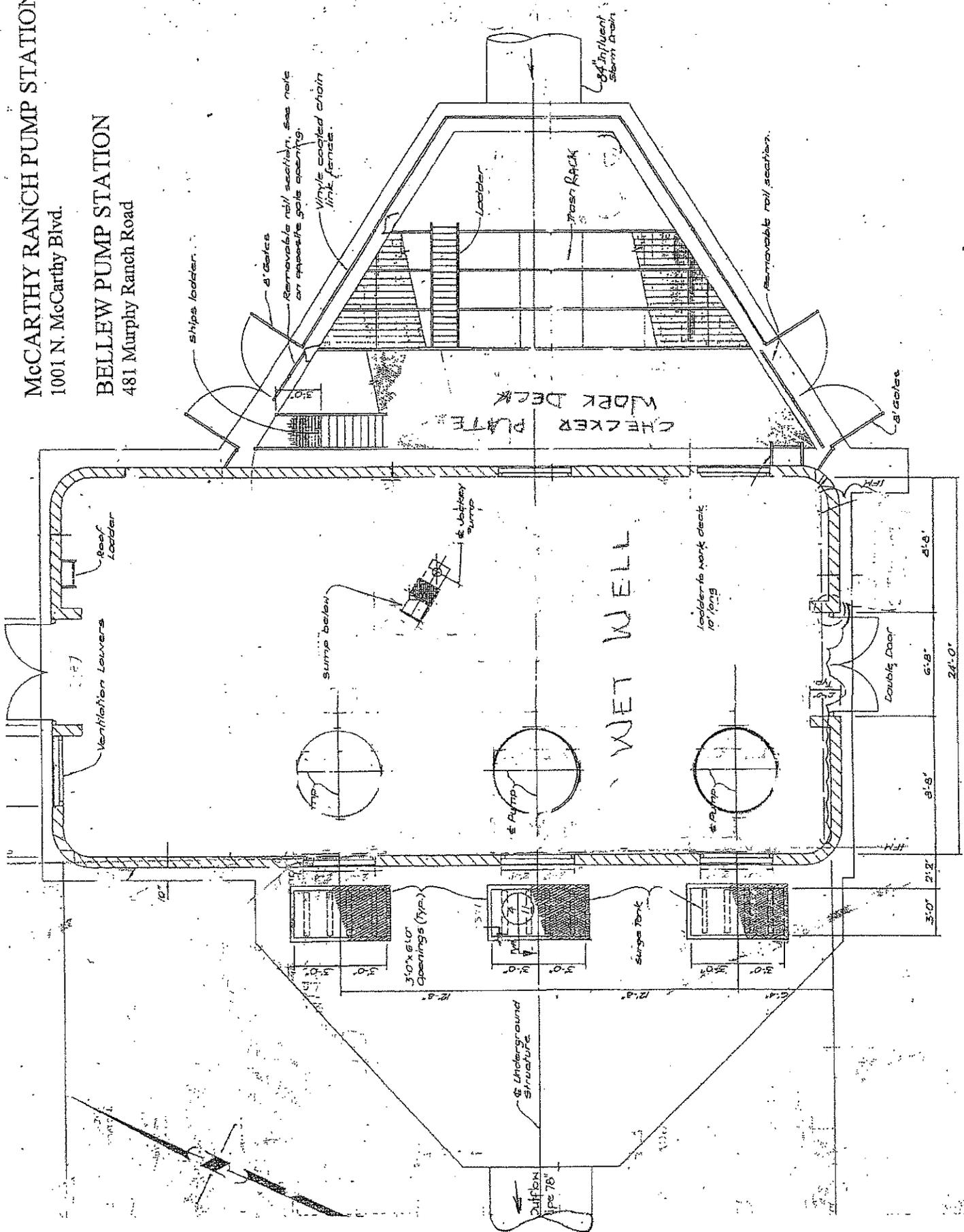


REV.	DESCRIPTION	DATE	BY	CHECKED	DATE

WRIGLEY-FORD CREEK
Santa Clara Valley Water District
ELECTRICAL DETAILS
 Terada Engineering, Inc.
 18012

McCARTHY RANCH PUMP STATION
 1001 N. McCarthy Blvd.

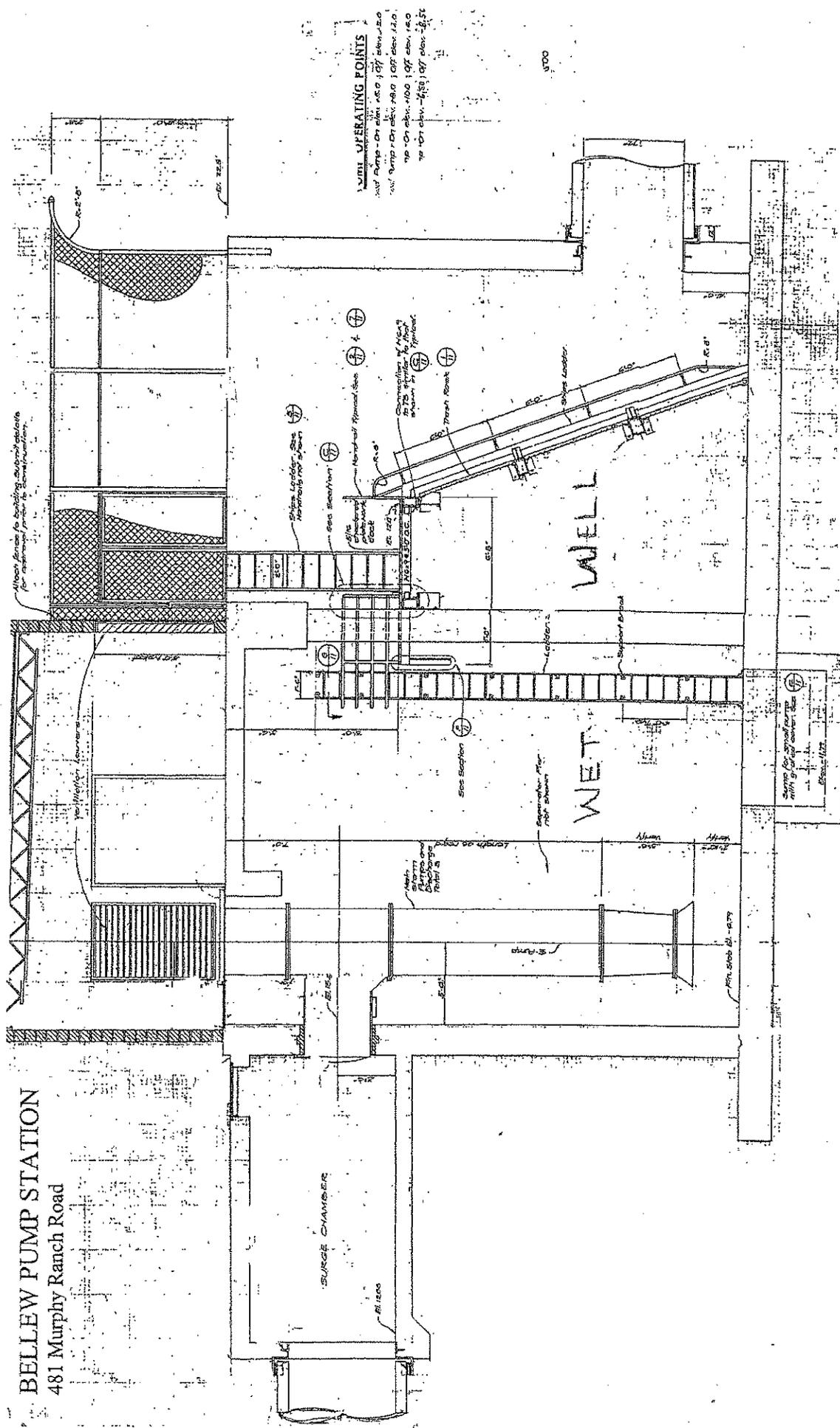
BELLEW PUMP STATION
 481 Murphy Ranch Road



PLAN

McCARTHY RANCH PUMP STATION
 1001 N. McCarthy Blvd.

BELLEW PUMP STATION
 481 Murphy Ranch Road

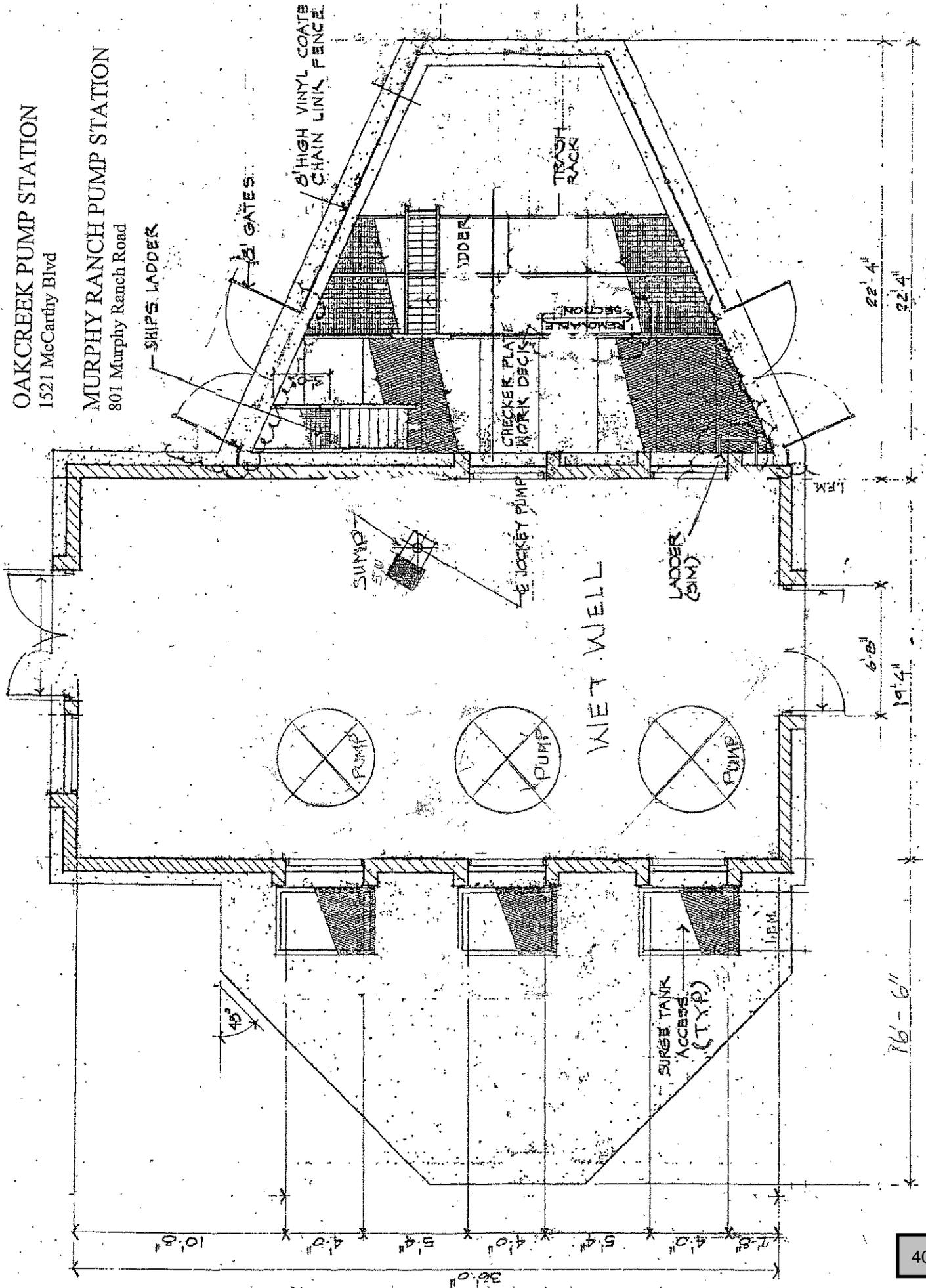


UNIT OPERATING POINTS
 Unit Pump - On elev. 145.0 107' elev. 12.0
 Unit Pump - Off elev. 145.0 107' elev. 12.0
 Unit Pump - On elev. 145.0 107' elev. 12.0
 Unit Pump - Off elev. 145.0 107' elev. 12.0

ELEVATION

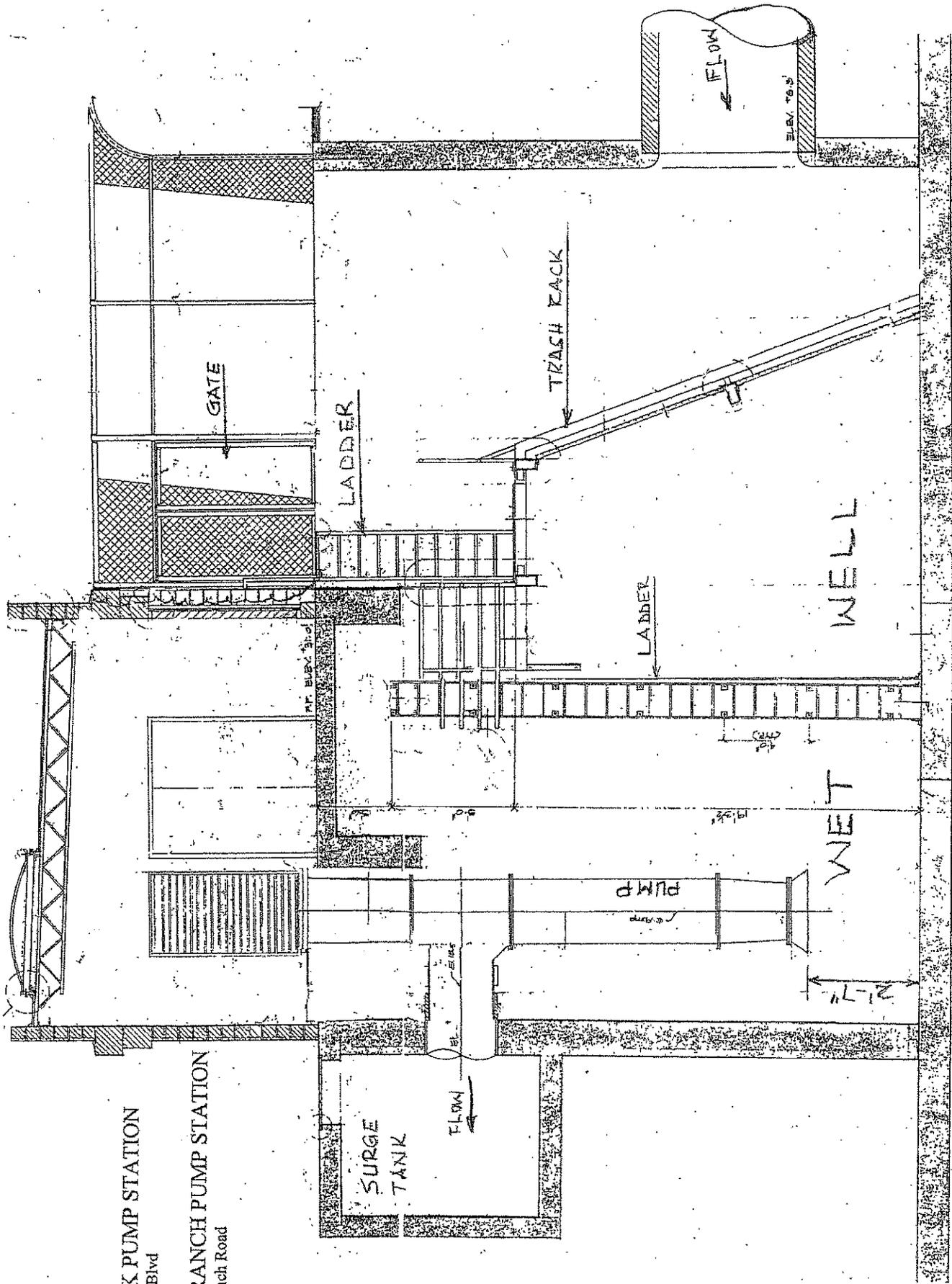
OAKCREEK PUMP STATION
1521 McCarthy Blvd

MURPHY RANCH PUMP STATION
801 Murphy Ranch Road



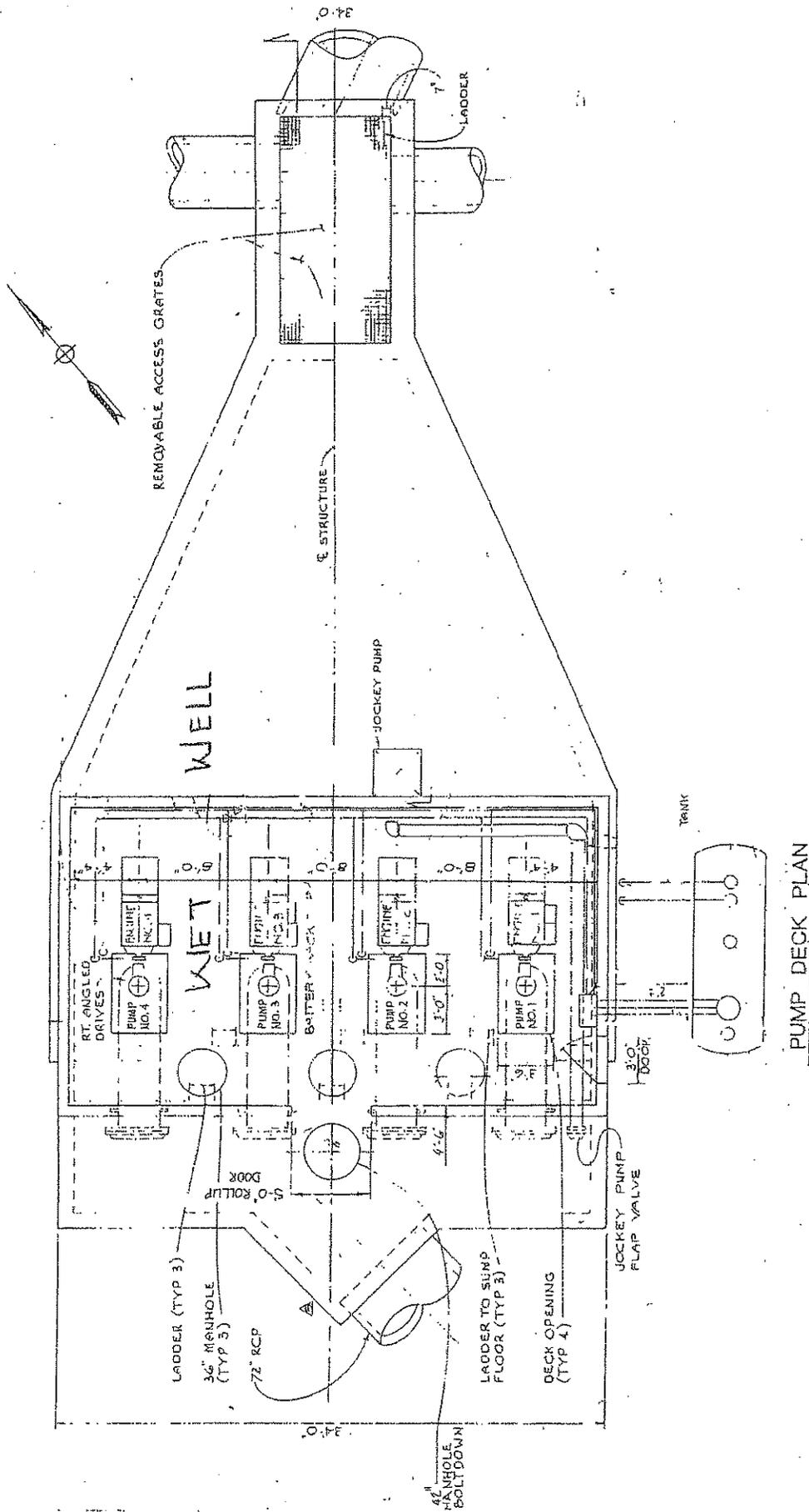
OAKCREEK PUMP STATION
1521 McCarthy Blvd

MURPHY RANCH PUMP STATION
801 Murphy Ranch Road



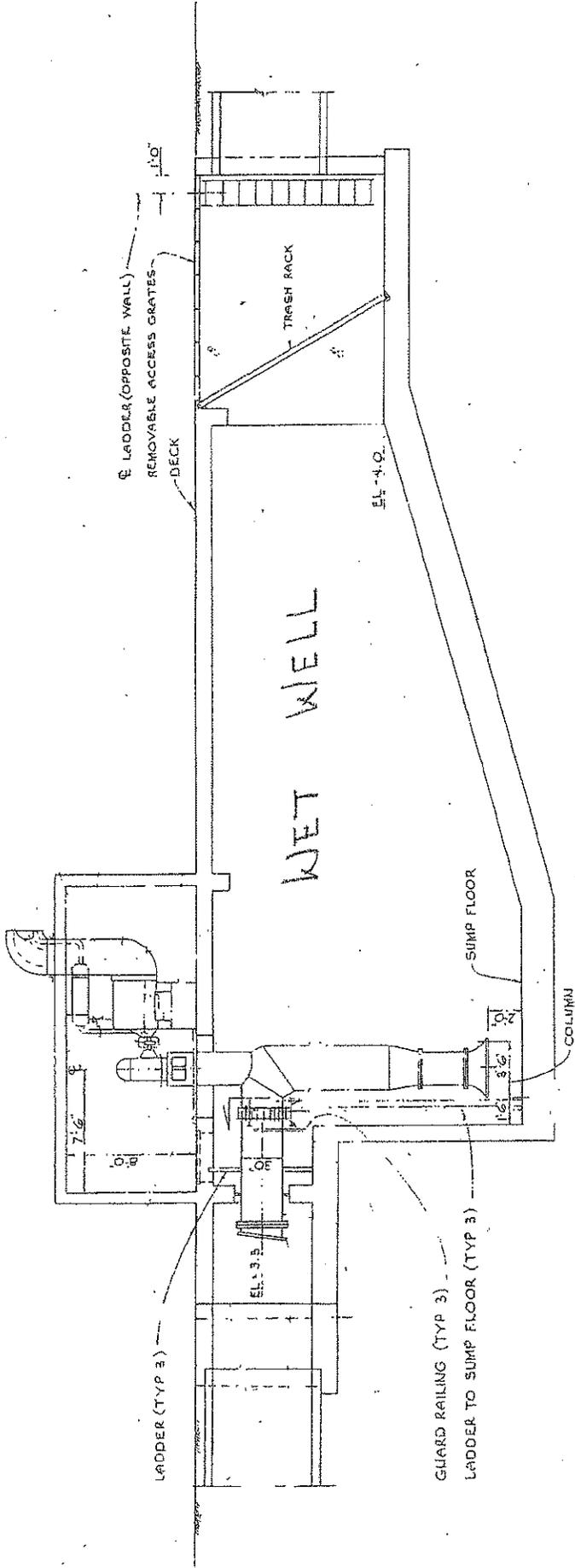
SECTION

JURGENS PUMP STATION
345 Jurgens Drive



PUMP DECK PLAN

JURGENS PUMP STATION
345 Jurgens Drive



SECTION

Item Attachment Documents:

- C12. Award the Contract to and Authorize the City Manager to Execute an Equipment Purchase Agreement with Stageline Mobile Stage, Inc., for an SL100 Mobile Stage

Renee Lorentzen, 408-586-3409

Recommendation:

Award the bid to and authorize the City Manager to execute an Equipment Purchase Agreement with Stageline Mobile Stage, Inc., in the amount of \$190,543, for the purchase of a Stageline SL100 Mobile Stage



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Award the Contract to and Authorize the City Manager to Execute an Equipment Purchase Agreement with Stageline Mobile Stage, Inc., for an SL100 Mobile Stage
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	6/18/2019
Staff Contact:	Renee Lorentzen, 408-586-3409
Recommendation:	Award the bid to and authorize the City Manager to execute an Equipment Purchase Agreement with Stageline Mobile Stage, Inc., in the amount of \$190,543, for the purchase of a Stageline SL100 Mobile Stage

Background:

For over 20 Years, the City’s Recreation and Community Services Department has had a mobile stage in their inventory to provide a safe concert stage for entertainment and events for the community. The stage is used 10 times a year for City events and is a key inventory item for the department. The current stage has far exceeded its useful life expectancy and has numerous safety concerns in addition to no longer being ADA compliant.

Analysis:

The City’s Purchasing Staff worked with the Recreation and Community Services Department to develop the specification for a mobile stage. Invitation for Bid #2343 was released on May 24, 2019. The bid was advertised on the City website and on Public Purchase the City’s eProcurement system. Email notification was sent to one hundred and two vendors, twenty-four vendors downloaded the bid package and one vendor submitted a bid. The results are summarized below:

<u>Bidder</u>	<u>Bid Amount</u>
Stageline Mobile Stage, Inc.	\$190,543.00

In addition to looking at the proposed option of buying a mobile stage, staff explored rental options. The cost to rent a stage is \$3,100 per day from the City’s current vendor Stage Unlimited. Based on the City’s current special events schedule, there are at least ten events a year that require a stage, (LGBTQ Celebration, Juneteenth Concert, Summer Concert Series (5), 4th of July, Hot August Bites and Oktoberfest) and would have the approximate annual rental cost of \$31,000 based on the rental rate of \$3,100 per day. Thus, the cost of buying the stage would be equivalent to the costs of renting a stage for about 6 years. Since the expected life of the stage is about 20 years, buying the stage is much more cost effective.

Furthermore, the City could rent out the stage for events through department promotions and the Stageline Mobile Stage, Inc. rental registry. The stage would rent from \$2,500 to \$3,500 per day depending on the rental package which can include extras options such as a light package, sound package, stage extensions, ADA ramp, and/or staff time (minimum of two staff at approximately \$30 per hr.) The revenue from rentals is estimated to be an average of \$3,000 per rental five times per year or approximately up to \$15,000 annually. Over the twenty-year life of the stage, rental revenue is estimated to be approximately \$300,000, thus further reinforcing the cost effectiveness of buying the stage. City events would take priority over rentals, the majority of which are expected to come from outside agencies such as private promoters and special events venues, i.e. Levi Stadium.

Policy Alternatives:

Alternative 1: Rent a mobile stage for City events at a cost of approximately \$31,000 per year.

Pros: The City would not have to incur \$190,543 in costs.

Cons: With the current mobile stage no longer usable, there would be annual costs to rent stages throughout the year of approximately \$31,000. With the purchase of a new mobile stage, there is also an opportunity to rent the stage for private events, garnering new revenue projected to be \$15,000 or more, annually.

Reason not recommended: Not purchasing a mobile stage would end up costing more in the long term, as the City would have to rent a stage for its ten scheduled events, as detailed above. With the purchase of a stage, the City would not have to rent a stage for its events and could rent the stage out when not in use, generating revenue over the expected 20-year useful lifespan of the stage.

Fiscal Impact: This would be a one-time purchase of \$190,543.00 with funds that are available in the current year's budget.

California Environmental Quality Act:

By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a "project" for the purpose of CEQA.

Recommendation:

Award the bid to and authorize the City Manager to execute an Equipment Purchase Agreement with Stageline Mobile Stage, Inc., in the amount of \$190,543.00 for the purchase of an SL100 Mobile Stage.

Attachments:

1. Equipment Purchase Agreement with Stageline Mobile Stage, Inc.

**CITY OF MILPITAS
EQUIPMENT PURCHASE AGREEMENT**

This Equipment Purchase Agreement (“Agreement”) is entered into this **19th day of June, 2019**, 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 a municipal corporation organized under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”), and **Stageline Mobile Stage, Inc.**, a **Quebec** corporation with its principal place of business at **700 Marsolais Street L’assomption Quebec, Canada J5W 2G9** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City issued a solicitation (“Solicitation”) seeking proposals, bids or quotes from qualified contractors to provide the required equipment, a copy of which is attached hereto as Exhibit “D” and incorporated herein by reference.

B. Contractor submitted a proposal in response to the Solicitation and City selected Contractor to provide the required equipment.

C. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Contractor shall provide the required equipment to City.

AGREEMENT

NOW, THEREFORE, the Parties hereto hereby agree as follows:

Section 1. DEFINITIONS.

A. “Equipment” means all machinery, equipment, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Contractor as specified in Exhibit “A,” attached hereto and incorporated herein by reference.

B. “Delivery Date(s)” means that date or dates upon which the Equipment is to be delivered to City, ready for approval, testing and/or use as specified in Exhibit “B.”

Section 2. MATERIALS AND WORKMANSHIP.

When Exhibit “A” specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without City’s written approval. Machinery, equipment or material installed in the Equipment without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit “A” as equal to any particular standard, City will decide the question of equality. When requested by City, Contractor will furnish City with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly

determine the quality and suitability of any machines, equipment and material to be incorporated in the Equipment. Material samples will be submitted at City's request.

The site of any installation work shall be kept clean and free of hazards at all times during performance of such installation services. After installation is completed at the site, as applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.

Section 3. INSPECTIONS AND TESTS.

City shall have the right to inspect and/or test the Equipment prior to acceptance. If upon inspection or testing the Equipment or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit "A," then without prejudice to any other rights or remedies, City may reject the Equipment or exercise any of its rights under Section 4.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City's right to reject nonconforming goods, irrespective of City's failure to notify Contractor of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the City.

Section 4. WARRANTY.

A. Contractor warrants that the Equipment will be of merchantable quality and free from defects in design, engineering, material and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty or as agreed to by Contractor and City, from the date of final written acceptance of the Equipment by City as required for final payment under Section 7. Contractor further warrants that any services provided in connection with the Equipment will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Contractor further warrants that all machinery, equipment or process included in the Equipment will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. City's inspection, testing, approval or acceptance of any such machinery, equipment or process will not relieve Contractor of its obligations under this Section 4.B.

C. For any breach of the warranties contained in Section 4.A and Section 4.B, Contractor will, immediately after receiving notice from City, at the option of City, and at Contractor's own expense and without cost to City:

1. Repair the defective Equipment;

2. Replace the defective Equipment with conforming Equipment, F.O.B. City's plant, office or other location of City where the Equipment was originally performed or delivered; or

3. Repay to City the purchase price of the defective Equipment.

If City selects repair or replacement, any defects will be remedied without cost to City, including but not limited to, the costs of removal, repair and replacement of the defective Equipment, and reinstallation of new Equipment. All such defective Equipment that is so remedied will be similarly warranted as stated above. In addition, Contractor will repair or replace other items of the Equipment which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to City.

D. Contractor also warrants that the Equipment is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Equipment. Contractor agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Contractor of its obligations under this Section 4, City will not be limited to the remedies set forth in this Section 4, but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to City under the California Commercial Code.

Section 5. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit "C," attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by City's authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Equipment furnished to City hereunder; and (ii) all charges for packing, freight and transportation to destination.

Section 6. CHANGES.

City, at any time, by a written order, and without notice to any surety, may make changes in the Equipment, including but not limited to, City's requirements and specifications. If such changes affect the cost of the Equipment or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between City and Contractor and such change will be authorized by a change order document signed by City and accepted by Contractor.

Section 7. PAYMENTS.

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by City after Contractor has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Equipment.

B. If Progress Milestones have been specified Exhibit "B," then payments for the Equipment will be made as the requirements of such Progress Milestones are met. Progress payments for the Equipment will be made by City upon proper application by Contractor during the progress of the Equipment and according to the terms of payment as specified in Exhibit "B." Contractor's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit "B" and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit "B" or a change order, must have subcontractor and/or supplier invoices attached to Contractor's invoice. Other format and support documents for invoices will be determined by City in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by City on account of defective Equipment not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect City against any liability arising out of Contractor's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, City may remove them at Contractor's expense.

D. Payment of the final Progress Milestone payment or any retention will be made by City upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit "B" and in the amount associated with the Progress Milestone;
2. Written acceptance of the Equipment by City;
3. Delivery of all drawings and specifications, if required by City;
4. Delivery of executed full releases of any and all liens arising out of this Agreement; and
5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to City to indemnify City against any claim or lien at no cost to City.

E. Acceptance by Contractor of payment of the final Progress Milestone payment pursuant to Section 7.D will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Contractor then has, or can subsequently acquire against City, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City will not constitute a waiver, release or discharge of any claims or demands which City then has, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

Section 8. SCHEDULE FOR DELIVERY.

A. The time of Contractor's performance is of the essence for this Agreement. The Equipment will be delivered in accordance with the schedule set forth in Exhibit "B." Contractor must immediately notify City in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights City may have under this Agreement or at law, Contractor shall pay City the sum of **\$100.00** per item of Equipment for each calendar day for which the item of Equipment is unavailable beyond the scheduled delivery date(s) specified in Exhibit "B."

B. In the event that the Equipment is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that City can maximize the efficient completion of such project(s).

Section 9. TAXES.

A. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Equipment provided under this Agreement.

B. Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Equipment provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Equipment such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.

D. Contractor will, upon written request, submit to City written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.

Section 10. INDEPENDENT CONTRACTOR.

Contractor enters into this Agreement as an independent contractor and not as an employee of City. Contractor shall have no power or authority by this Agreement to bind City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section 11. SUBCONTRACTS.

Unless otherwise specified, Contractor must obtain City's written permission before subcontracting any portion of the Equipment. Except for the insurance requirements in Section 13.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Equipment, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to City, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind City.

Section 12. TITLE AND RISK OF LOSS.

Unless otherwise agreed, City will have title to, and risk of loss of, all completed and partially completed portions of the Equipment upon delivery, as well as materials delivered to and stored on City property which are intended to become a part of the Equipment. However, Contractor will be liable for any loss or damage to the Equipment and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Equipment or materials at its own cost to the complete satisfaction of City. Notwithstanding the foregoing, in the event that the City has paid Contractor for all or a portion of the Equipment which remains in the possession of Contractor, then City shall have title to, and the right to take possession of, such Equipment at any time following payment therefor. Risk of loss for any Equipment which remains in the possession of Contractor shall remain with Contractor until such Equipment has been delivered or City has taken possession thereof. Contractor will have risk of loss or damage to Contractor's property used in the construction of the Equipment but which does not become a part of the Equipment.

Section 13. INDEMNIFICATION.

A. Contractor shall defend, indemnify and hold the City, its elected 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, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions,

negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Equipment or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

B. Contractor's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents or volunteers shall be at Contractor's own cost, expense and risk. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its elected officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its elected officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its elected officials, officers, employees, agents or volunteers.

Section 14. INSURANCE.

A. General. Contractor shall take out and maintain:

1. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and

4. Pollution Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate shall be provided by the Contractor if transporting hazardous materials.

5. If Contractor is also the manufacturer of any equipment included in the Equipment, Contractor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give City, its elected officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Contractor's policy is primary insurance and that any insurance, self-insurance or other coverage

maintained by the City or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers. 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. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City.

D. Evidence of Insurance. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by the Agreement. 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 supplied or approved by the City. All certificates and endorsements must be received and approved by the City before delivery commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Freight. Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Equipment.

Section 15. LIENS.

A. Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Equipment, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Contractor will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 16. TERMINATION OF AGREEMENT BY CITY.

A. Should Contractor at any time refuse or fail to deliver the Equipment with promptness and diligence, or to perform any of its other obligations under the Agreement, City may terminate Contractor's right to proceed with the delivery of the Equipment by written notice to Contractor. In such event City may obtain the Equipment by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Contractor. In such case Contractor will not be entitled to receive any further payments until the Equipment is delivered. If City's cost of obtaining the Equipment, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Contractor will be liable for and will pay the difference to City.

B. City may, for its own convenience, terminate Contractor's right to proceed with the delivery of any portion or all of the Equipment by written notice to Contractor. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Contractor, and will not affect the obligations and duties of Contractor under the Agreement with respect to portions of the Equipment not terminated.

C. On receipt of notice under Section 16.B, Contractor will, with respect to the portion of the Equipment terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Equipment and the placing of orders for materials, facilities, and supplies in connection with the Equipment,
2. Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and
3. Deliver only such portions of the Equipment which City deems necessary to preserve and protect those portions of the Equipment already in progress and to protect material, plant and equipment at the Equipment site or in transit to the Equipment site.

D. Upon termination pursuant to Section 16.B, Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Equipment already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to Section 7.C.

Section 17. MISCELLANEOUS PROVISIONS.

A. 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: Chris Schroeder, Purchasing Agent

CONTRACTOR:

Stageline Mobile Stage, Inc.

700 Marsolais Street

L'Assomption, Quebec

Canada J5W 2G9

Attn: Tony Beresford

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.

B. Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Contractor from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

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

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

F. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Santa Clara County.

G. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

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

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

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

K. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

L. City's Right to Employ Other Contractors. City reserves its right to employ other contractors in connection with the Equipment.

M. Compliance with Law. Contractor shall comply with all applicable laws and regulations of the federal, state and local government and shall be responsible for obtaining any required licenses, permits or certifications necessary to perform this Agreement. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of its performance of this Agreement. Contractor is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *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 work being performed under this Agreement is 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, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of work under this Agreement, including any delay, shall be Contractor's sole responsibility and Contractor shall indemnify City from liability arising out of the same. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815), contractor registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 and to be registered with the Department of Industrial Relations 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 1771.4, 1725.5 and 1771.1.

N. Wage Theft Prevention.

1. Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws.

Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance.

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

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

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.

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.

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.

O. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Equipment specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR EQUIPMENT PURCHASE AGREEMENT

BETWEEN THE CITY OF MILPITAS

AND STAGELINE MOBILE STAGE, INC.

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

CITY OF MILPITAS

STAGELINE MOBILE STAGE, INC.

Approved By:

T. Balesford

Steve McHarris
Acting City Manager

Signature

TONY BALESFORD

Name

Date

SENIOR ACCOUNT DIRECTOR

Title

Approved As To Form:

7th June 2019

Date

Christopher J. Diaz
City Attorney

Approved As To Content:

Jane Corpus
Interim Director of Financial Services

Approved As To Content:

Renee Lorentzen
Director of Recreation and Community
Services

EXHIBIT "A"
EQUIPMENT SPECIFICATIONS

See Attached

Floor Size: 24' x 20'
 Trailer Weight: 9,980 lb

SPECIFICATION

STANDARD EQUIPMENT*

ROOF STRUCTURE & RIGGING

4 Built-in trusses / aluminum 2" diameter tube trussing 24 Built-in rigging points - 4 movable rigging brackets included Rigging bar / 14' - spans 2 rigging points from left to right 2 side overhang rigging beams 6' Rigging points in front of corner posts 4 Aluminum corner posts Fiberglass roof molded and wrapped around structure - black roof Rigging load capacity tested at twice the working load Total roof load capacity with sound wings: Galvanized steel column - one on each side Reversible as standard	Compatible with industry clamps Capacity: up to 1,500lb Capacity: 30 lb / ft Capacity: 1500 lb per side Capacity: 1500 lb per side Added roof stability and safety 11,800 lb System safely hoists rigged loads Downstage will reverse in difficult to access venues
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HYDRAULICS

Double mast lifting mechanism (for a fully hydraulic set up of the stage, roof, sound, lighting and other equipment) High power integrated hydraulic system 4 Hydraulic stabilizers / stage levels from 3' 6" to 4' 3" Vertical support capacity (each): 15,000 lb Lateral support capacity (each): 2,000 lb Gas engine	Lifting Capacity: 3,800 lb - balanced load Equipped with safety valves on all cylinders No tools required No other power source required
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STAGE

Plywood, black finish, non slip / quick levelling legs Multifunctional extruded aluminum deck edges Guardrails (stage model) / aluminum Support brackets built-in for Stageline platforms Aluminum stairway - 7 steps - adjustable - 35" wide - with handrails 4 LED work lights	24' x 20' Rated 150 Lbs. Per SqFt. To install decks, skirts, guardrails & staircases 5 x 5' 9" + 2 x 2' 8" Full perimeter 2 in the roof, 2 on the chassis
---	--

TRAILER

Drawbar with pintle eye 2 Leaf spring axles 4 Tires Electric brakes on all wheels Emergency breakaway system Storage compartment Spare wheel / full-size rim / integrated storage 2 Storage bumpers 10 Equipment tie-downs Storage weight capacity Storage space capacity	Capacity: 14,980 lb 0.40 m (16") DOT requirement 14" x 16" x 36" Protects structure GVWR: 15,000 lb - adaptable to your requirements 23' 10" x 5' 6" x 5' 6" = 720 ft ³
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STANDARDS & CERTIFICATIONS

Applicable regulations Vertical load: Wind resistance: Certificate stamped by professional engineers All technical documents supplied 24/7 service support	IBC, SAE, DOT, NFPA, CBC, NBC & CWB Floor: 7.18 KPa (150 psf) / Roof: 1 KPa (20 psf) 115 mph without windwalls 77 mph with windwalls
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OTHER REQUIREMENTS

Upstage fire retardant windwall - 44' long x full height (with doors) (Keder aluminum track system for easy installation) - black
 Skirting - 40' x 4' - black

VINYL
VINYL

Reinforced flybays with line array and screen rigging points (set of 2)
 FOH pipes - capacity: 700 lb - (set of 2)
 Movable rigging brackets - (set of 2)
 2 Cylinder locks (corner post substitute)
 PA Extension bars (set of 2)

Rooftop banner support posts - 37" x 4'
 Banner framing bars
 Lateral banner supports - 6' x 15' 10" - includes pulley rigging points for retractable banner system
 Lateral bars at stage level / keeps lateral banners taut

Windwall to cover increased area

Hydraulic quick connectors
 Electric motor, 1 hp, 110 V, hydraulic connections and pump for dual power (steel storage compartment included)
 Safety cut off switch

Keder for windwalls on downstage roof panels
 Multi-purpose, heavy-duty structural connectors for side overhang rigging beams and lateral banners. FOH pipe sliders included.

Gooseneck / kingpin for 5th wheel hook up (instead of drawbar with pintle eye)
 Aluminum stairway - 7 steps - adjustable - 35" wide - with handrails
 Underfloor storage for loading ramp
 Loading ramp / aluminum - 4' x 12'
 ADA lift - up to 5' - 600 lb max load - portable - access from all sides
 Extension platform (black non-slip) & accessories - 4' x 4'
 Underfloor storage system for options and accessories

Training course - 3 day comprehensive
 Transport to City of Milpitas, CA
 Trailer shrink wrap for delivery

EXHIBIT "B"
DELIVERY SCHEDULE

See Attached



Stageline SL100 Delivery Schedule

Item	Approx date
Purchase Order received from City of Milpitas, CA	Mid-June 2019
VIN/Unit # assigned	Mid-June 2019
Manufacture commences	End-September 2019
Stage and rigging testing	Mid-October 2019
Road testing	Mid-October 2019
Manufacturing and testing complete	End-October 2019
Delivery to City of Milpitas, CA	Early November 2019
Training at City of Milpitas, CA	Mid-November 2019
Payment – 30 days net post delivery	Mid-December 2019

Stageline Mobile Stage Inc.

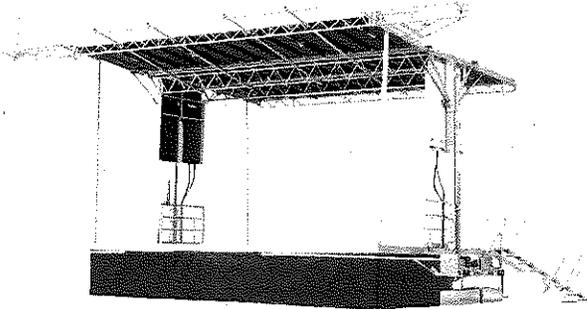
700 Marsolais, L'Assomption, Quebec, Canada J5W 2G9 • Tel: 450-589-1063 • 1-800-26-stage (North America) • Fax 450-589-1711
Web: <http://www.stageline.com> • E-mail: info@stageline.com

EXHIBIT "C"
FEE SCHEDULE

See Attached

Stageline SL100 Mobile Stage

Floor Size: 24' x 20'
 Wind Resistance: 115 mph without windwalls
 Trailer Weight: 9,990 lb



Standard Equipment *	\$	122,500
Options & accessories	\$	39,620
Services	\$	17,690
Sub-Total	\$	179,810
Discount	-\$	5,000
Sub-Total	\$	174,810
Milpitas, CA - Sales Tax (9%)	\$	15,733
Will not shown on Stageline invoice		
Total	\$	190,543

All prices are in USD

Approval

Date:
Signature:
Name:
EIN # (if applicable):

STANDARD EQUIPMENT *

ROOF STRUCTURE & RIGGING

4 Built-in trusses / aluminum 2" diameter tube trussing	Compatible with industry clamps
24 Built-in rigging points - 4 movable rigging brackets included	Capacity: up to 1,500lb
Rigging bar / 14' - spans 2 rigging points from left to right	Capacity: 30 lb / ft
2 side overhang rigging beams 6'	Capacity: 1500 lb per side
Rigging points in front of corner posts	Capacity: 1500 lb per side
4 Aluminum corner posts	Added roof stability and safety
Fiberglass roof molded and wrapped around structure - black roof	
Rigging load capacity tested at twice the working load	
Total roof load capacity with sound wings:	11,800 lb
Galvanized steel column - one on each side	System safely hoists rigged loads
Reversible as standard	Downstage will reverse in difficult to access venues

HYDRAULICS

Double mast lifting mechanism (for a fully hydraulic set up of the stage, roof, sound, lighting and other equipment)	Lifting Capacity: 3,800 lb - balanced load
High power integrated hydraulic system	Equipped with safety valves on all cylinders
4 Hydraulic stabilizers / stage levels from 3' 6" to 4' 3"	No tools required
Vertical support capacity (each): 15,000 lb	
Lateral support capacity (each): 2,000 lb	
Gas engine	No other power source required

STAGE

Plywood, black finish, non slip / quick levelling legs	24' x 20'
Multifunctional extruded aluminum deck edges	To install decks, skirts, guardrails & staircases
Guardrails (stage model) / aluminum	5 x 5' 9" + 2 x 2' 8"
Support brackets built-in for Stageline platforms	Full perimeter
Aluminum stairway - 7 steps - adjustable - 35" wide - with handrails	
4 LED work lights	2 in the roof, 2 on the chassis

TRAILER

Drawbar with pintle eye	
2 Leaf spring axles	Capacity: 14,990 lb
4 Tires	0.40 m (16")
Electric brakes on all wheels	
Emergency breakaway system	DOT requirement
Storage compartment	14" x 16" x 36"
Spare wheel / full-size rim / integrated storage	
2 Storage bumpers	Protects structure
10 Equipment tie-downs	
Storage weight capacity	GVWR:15,000 lb - adaptable to your requirements
Storage space capacity	23' 10" x 5' 6" x 5' 6" = 720 ft³

STANDARDS & CERTIFICATIONS

Applicable regulations	IBC, SAE, DOT, NFPA, CBC, NBC & CWB
Vertical load:	Floor: 7.18 KPa (150 psf) / Roof: 1 KPa (20 psf)
Wind resistance:	115 mph without windwalls
	77 mph with windwalls
Certificate stamped by professional engineers	
All technical documents supplied	
24/7 service support +1(800) 267-8243	

OPTIONS & ACCESSORIES

		VINYL/ SCRIM	Price (USD)	Quantity	
A	WINDWALLS - SKIRTS				
a1	Upstage fire retardant windwall - 44' long x full height (with doors) (keder aluminum track system for easy installation) - black	VINYL	\$ 4,200	1	\$ 4,200
a2	Backdrop - 24' x 15' - black		\$ 1,650		
a3	Downstage windwall extensions - 10' 3" x 15' (with doors) - (Set of 2) - black		\$ 2,300		
a4	Skirting - 40' x 4' - black	VINYL	\$ 1,350	1	\$ 1,350
a5	Skirt extension - 8' 6" - black - (set of 2)		\$ 396		

* for options a1 to a5, select material - also available in grey - fabrication delay
 * if option a3 selected, f1 (keder for windwalls on downstage roof panels) must be selected

		Price (USD)	Quantity	
B	SOUND WINGS & RIGGING			
b1	Extension platforms (black non-slip) & accessories - 4' x 8' - (sugg'd qty: 4)	\$ 990		
b2	Guardrails (platform model) / aluminum - 3' 8" - (sugg'd qty: 8)	\$ 180		
b3	Reinforced flybays with line array and screen rigging points (set of 2)	\$ 1,750	1	\$ 1,750
b4	FOH pipes - capacity: 700 lb - (set of 2)	\$ 1,830	1	\$ 1,830
b5	Movable rigging brackets - (set of 2)	\$ 150	1	\$ 150
b6	2 Cylinder locks (corner post substitute)	\$ 500	1	\$ 500
b7	PA Extension bars (set of 2)	\$ 450	1	\$ 450

		Price (USD)	Quantity	
C	BANNER SUPPORTS			
c1	Rooftop banner support posts - 37' x 4'	\$ 725	1	\$ 725
c2	Banner framing bars	\$ 450	1	\$ 450
c3	Lateral banner supports - 6' x 15' 10" - includes pulley rigging points for retractable banner system	\$ 800	1	\$ 800
c4	Lateral bars at stage level / keeps lateral banners taut	\$ 900	1	\$ 900

		Price (USD)	Quantity	
D	UPSTAGE DECK UPGRADE - Extend to 24' x 24'			
d1	3 Extension platforms & accessories - 4' x 24'	\$ 2,970		
d2	8 Guardrails (platform model) / aluminum - 3' 8"	\$ 1,440		
d3	Bracing system for extension platforms	\$ 810		
d4	Windwall to cover increased area	\$ 540	1	\$ 540

		Price (USD)	Quantity	
E	HYDRAULICS			
e1	Hydraulic quick connectors	\$ 450	1	\$ 450
e2	Electric motor, 1 hp, 110 V, hydraulic connections and pump for dual power (steel storage compartment included)	\$ 3,250	1	\$ 3,250
e3	Safety cut off switch	\$ 675	1	\$ 675

		Price (USD)	Quantity	
F	ENHANCED REVERSIBILITY OPTIONS			
f1	Keder for windwalls on downstage roof panels	\$ 350	1	\$ 350
f2	Multi-purpose, heavy-duty structural connectors for side overhang rigging beams and lateral banners. FOH pipe sliders included.	\$ 2,160	1	\$ 2,160
f3	Reinforced 6' flybay trusses (b3) with all hinged and articulated components on upstage roof panel (set of 2) - f2* required	\$ 4,300		

Note: Options f1, f2 and f3 need to be selected for full reversibility

		Price (USD)	Quantity	
H	TRAILER HITCH			
h1	Gooseneck / kingpin for 5th wheel hookup (instead of drawbar with pintle eye)	\$ 2,100	1	\$ 2,100
h2	Gooseneck / ball hitch hookup (instead of drawbar with pintle eye)	\$ 2,100		
h3	Ball hitch (attachment only)	\$ 1,100		
h4	Drawbar / pintle hitch (in addition to gooseneck)	\$ 2,400		
h5	Hydraulic foldable gooseneck for kingpin or ball hitch (instead of drawbar with pintle eye)	\$ 5,500		

		Price (USD)	Quantity	
I	ACCESSORIES			
i1	Aluminum stairway - 7 steps - adjustable - 35" wide - with handrails	\$ 1,500	1	\$ 1,500
i2	Loading ramp / aluminum - 3' x 12'	\$ 1,325	1	\$ 1,325
i2a	Underfloor storage for loading ramp	\$ 675	1	\$ 675
i3	Loading ramp / aluminum - 4' x 12'	\$ 2,300		
i4	ADA lift - up to 5' - 600 lb max load - portable - access from all sides	\$ 9,790	1	\$ 9,790
i5	Extension platform (black non-slip) & accessories - 4' x 8'	\$ 990		
i6	Extension platform (black non-slip) & accessories - 4' x 4'	\$ 800		
i7	Guardrail (platform model) / aluminum - 3' 8"	\$ 180		
i8	Guardrail (stage model) / aluminum - 2' 8"	\$ 160		
i9	Guardrail (stage model) / aluminum - 5' 9"	\$ 320		
i10	Guardrail (stage model) / aluminum - 5 x 5' 9" + 2 x 2' 8"	\$ 1,900		
i11	Quick shelter, polyester roof and walls - 8' x 8'	\$ 1,600		
i12	Quick shelter, polyester roof and walls - 10' x 10'	\$ 1,800		
i13	Storage compartment / steel - 14" x 16" x 36"	\$ 775	1	\$ 775
i14	Spares kit	\$ 425	1	\$ 425
i15	Underfloor storage system for options and accessories	\$ 2,500	1	\$ 2,500
i16	Skids/skis	\$ 6,650		
i17	Aluminum mags - 16" x 6" 8/6.5 bolt pattern	\$ 1,200		

OPTIONS & ACCESSORIES

K TRAILER GRAPHICS		Price (USD)	Quantity
k1	Logo only	TBD	
k2	Full graphic trailer wrap - (2 x (24' 7" x 7' 2") - 2 x (4' 11" x 7'))	\$ 3,675	
Customized scrim* banners - printed graphics - 4 color process			
k3	Rooftop header banner - 24' x 3' 10"	\$ 970	
k4	Rooftop header banner - 37' x 3' 10" - spans lateral banners	\$ 1,390	
k5	Lateral banners - 6' 6" x 15' 9" (Set of 2)	\$ 1,045	
k6	Rear banner - 23' 4" x 12' 11" - installs full size, with or without backdrop <i>*available in vinyl - prices vary</i>	\$ 2,725	
L MISCELLANEOUS		Price (USD)	Quantity
l1	Misc_1	TBD	
l2	Misc_2	TBD	
Total for Options & Accessories		\$	39,620

SERVICES			
SERVICES		Price (USD)	Quantity
m1	Trailer shrink wrap	\$ 700	
m2	Transport - to City of Milpitas, CA - includes customs paperwork	\$ 11,750	1 \$ 11,750
m2a	Transport to Champlain, NY - includes customs paperwork	\$ 1,200	
m3	Training course - 3 day comprehensive (subject to options chosen) - maximum 4 technicians	\$ 2,440	1 \$ 2,440
m4	Trainer expenses - to, in & from training site (n/a when training given at Stageline)	\$ 3,500	1 \$ 3,500
Total for Services		\$	17,690

TRANSPORTATION, TRAINING AND TRAINER'S EXPENSES WILL BE INVOICED SEPARATELY.

*Prices & specifications subject to change without notice Stageline SL100 - Sales Quote 2019



Costs related to transportation, training and trainer expenses (travel, accommodation and per diem) not included.
EXW: L'Assomption, Quebec, Canada

Stageline Mobile Stage Inc.
700 Marsolais Street, L'Assomption, Quebec, Canada J5W 2G9

Tel.: (450) 589-1063, Fax: (450) 589-1711
www.stageline.com

EXHIBIT "D"
SOLICITATION

See Attached

Show Tutorial



Mobile Stage

Invitation For Bid

Purchasing

Project ID: 2343

All dates & times in Pacific Time



Following



[Project Documents \(/governments/669/projects/1920/sourcing\)](/governments/669/projects/1920/sourcing)

[Question & Answer \(/governments/669/projects/1920/sourcing/q-and-a\)](/governments/669/projects/1920/sourcing/q-and-a)

[Proposals \(/governments/669/projects/1920/sourcing/proposals\)](/governments/669/projects/1920/sourcing/proposals)

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Notice Inviting Bids

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Notice Inviting Bids

1. Public Notice

Notice is hereby given that the City of Milpitas ("City") will receive electronic bids for Mobile Stage until Jun 4, 2019 2:00 pm at which time they will be opened and read aloud. Bids shall be valid for 90 Days after the bid opening date.

Bidders may obtain a copy of the Contract Documents at no charge from the City's electronic bid management system, ProcureNow, at <https://secure.procurenow.com/portal/milpitas-ca> or by calling (855) 680-4747.

All bidders must register on ProcureNow. To receive registration instructions call the Purchasing Division at (408) 586-3161 or visit <http://help.procurenow.com/vendor-guides> for registration instructions. Bids must be submitted on the City's Bid Forms.

It is the responsibility of each prospective bidder to download all bid documents for review before submitting a bid. Any Addenda will be posted on ProcureNow. It is the responsibility of each prospective bidder to check ProcureNow on a daily basis 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, scanning, downloading or printing of the bid documents. Information on ProcureNow may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by ProcureNow.

2. Pre-Bid Conference

A Pre-Bid Conference is not scheduled.

3. Prevailing Wage

IF APPLICABLE, pursuant to section 1770 et seq. of the California Labor Code, the Contractor and all subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and comply with all applicable Labor Code provisions, which include, but are not limited to the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors. And 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. This project is also 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.

4. Contact Information

For further information, contact Chris Schroeder at (408) 586-3161 or email at cschroeder@ci.milpitas.ca.gov.

Introduction

1. Summary

The City of Milpitas is soliciting bids for a mobile stage equivalent to the Stageline SL 100 as outlined in the specification.

2. Contact Information

Chris Schroeder
Purchasing Agent
455 E. Calaveras Blvd
Milpitas, CA 95035-5411
Email: cschroeder@ci.milpitas.ca.gov (mailto:cschroeder@ci.milpitas.ca.gov)
Phone: (408) 586-3161 (tel:(408)586-3161)

Department:
Purchasing

Department Head:
Christopher Schroeder
Purchasing Agent

3. Timeline

Release Project Date:
May 24, 2019

Question Submission Deadline:
May 31, 2019 2:00 PM

Question Response Deadline:
Jun 3, 2019 2:00 PM

Proposal Submission Deadline:
Jun 4, 2019 2:00 PM

Contractor Selection Date:
Jun 18, 2019

Scope of Work

1. Stage Specification

See PDF A - Mobile Stage Specification

Vendor Questionnaire

1. Addenda Acknowledgement*

Bidder acknowledges receipt of the following Addenda Number(s) from the ProcureNow site pertaining to this IFB. List the Addenda Number here.

Enter response

*Response required

2. Question and Answer Acknowledgement*

By checking the "Yes" option, Bidder acknowledges receipt of Questions and Answers from the ProcureNow website pertaining to this IFB (if any).

Yes

No

*Response required

3. Forms to be Filled Out and Uploaded*

Please Upload the Attached Forms Here

Drop some files here or click to select files to upload.



*Response required

4. Stage Performance Worksheet*

Please upload your completed worksheet here.

Drop some files here or click to select files to upload.



*Response required

5. Mobile Stage Product Information*

In as much detail as possible, please provide information on the Stage (Model Number) listed in the Stage Performance Worksheet. Product brochure, technical specifications, exceptions, construction drawings, etc.

Drop some files here or click to select files to upload.



*Response required

6. Does your bid include any and all transportation, shipping and handling, (including import fees, if any)? *

- Yes
- No

*Response required

7. Does your bid include comprehensive on-site (City of Milpitas) training on the setup and operation of the stage?*

- Yes
- No

*Response required

8. Sales Tax*

Does your bid include City of Milpitas sales tax at 9%?

- Yes
- No

*Response required

9. Rental Registry*

The City requires the successful bidder to provide a rental registry. Please describe your system.

Enter response

*Response required

Pricing Proposal

PRICE TABLE

Description	Quantity	Unit	Cost per Unit	Total Cost
1. Stage - Model number as specified on the Stage Performance Worksheet	1	lump sum		
2. Shipping and Handling (if any)	1	lump sum		
3. 9.00% TAX	1	lump sum		
4. Comprehensive 3 day training in Milpitas, California	1	lump sum		

TOTAL

Bid Instructions

1. General

Bids must be submitted via the City's electronic bid management system (<https://secure.procurenow.com/portal/milpitas-ca>). The Contract Documents may be obtained from the City's electronic bid management system.

Mandatory Vendor Registration: All Bidders must register with the City's electronic bid management system, referenced above. For vendor registration assistance, contact the City's Purchasing Agent at (408) 586-3161. Any Bidder obtaining a set of contract documents from any source other than the City is responsible for also registering on the City's bid management website (<https://secure.procurenow.com/portal/milpitas-ca>). The City is not responsible for the accuracy and completeness of any contract documents not downloaded directly from ProcureNow.

2. Examination of Contract Documents

Bidders shall be solely responsible for examining the Contract Documents, including any addenda issued during the bidding period, and for informing themselves with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders shall be solely responsible for their failure to examine the documents.

The submission of a Bid shall constitute an acknowledgment upon which the City may rely that the Bidder has thoroughly examined and is familiar with the Contract Documents. Bids shall include complete compensation for all work to be performed under the Contract Documents.

3. Interpretation of Contract Documents

Discrepancies in, and/or omissions from the Contract Documents or questions as to the meaning of any part thereof shall be immediately brought to the attention of the City by submission of a written request for an interpretation or correction. Any such submission must be sent through the ProcureNow website as provided below. Questions sent directly to City Staff will not be addressed and you will be directed to submit your question(s) online. Questions related to this solicitation may not be asked via any other method.

To submit a question/request for clarification: 1) Log into the ProcureNow website; 2) click on the title of the solicitation and the solicitation page will open up; 3) find the Question/Answer tab; and 4) type in your question or request for clarification.

The deadline for submitting questions related to this IFB is 2:00 p.m. PT on deadline date found in the Timeline section of this IFB.

All questions issued by the City shall be included in the bid and made part of the Contract Documents. All questions will be answered by the City through ProcureNow. Please Note: Bidders are responsible for ensuring that they have received any and all questions. Each bidder should check ProcureNow to verify that it has received all questions issued, if any, prior to the bid opening.

Any bid submitted that does not acknowledge each and every question issued may be considered non-responsive. Questions, if any, must be acknowledged on the IFB Bid Response Questionnaire.

4. Addenda

Any interpretation of the Contract Documents will be made only by written addenda from the City, which will be posted on the ProcureNow website. The City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in these Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

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. Copies of addenda will be issued by the City through ProcureNow. It is the responsibility of each Bidder to ensure that they have registered on ProcureNow to receive all notifications. Each bidder should check ProcureNow to verify that it has received all addenda issued, if any, prior to the bid opening.

Any bid submitted that does not acknowledge each and every addenda issued may be considered non-responsive. Addenda, if any, must be acknowledged through the IFB Bid Response Questionnaire.

5. Completion of Bid Response

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of Bid Forms other than those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. 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. Deviations in the Bid Forms may result in the bid being deemed non-responsive.

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.

6. Bid Submittals

Bids shall be submitted electronically through the ProcureNow website. No other method of submitting bids will be accepted. Bidders may not submit bids by fax, email, telephone or other means; any bids received through any other means than ProcureNow will be returned unopened.

Bidders are solely responsible for the on time submission of their electronic Bid. The City will only consider Bids that have transmitted successfully and have been issued a confirmation number with a time stamp from ProcureNow indicating that the Bid was submitted successfully. Transmission of Bids by any other means will not be accepted. Bidders shall be solely responsible for informing itself with respect to the proper utilization of the online bid management system, for ensuring the capability of their computer system to upload the required documents, and for their stability of their internet service. The City shall not be responsible for any transmission errors or delays. Failure of the Bidder to successfully submit an electronic Bid shall be the Bidder's sole risk and no relief will be given for late and/or improperly submitted Bids.

Bidder experiencing any technical difficulties with the bid submission process may contact ProcureNow at (855) 680-4747. If you continue to have difficulty, call the City's Purchasing Agent. Neither the City, nor ProcureNow, make any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission date and/or time.

7. Local Purchasing Preference

Purchases or contracts executed in excess of Five Thousand Dollars and Zero Cents (\$5,000.00) for supplies, materials, equipment and certain nonprofessional services allow for application of a local purchasing preference.

Pursuant to Section I-2-3.14 "Local Purchasing Preference" of the City Municipal Code, the City grants preference to a local provider who submits a bid within ten percent (10%) of the lowest responsible bidder and who is otherwise responsive and responsible to the invitation for bids, which preference shall allow the local provider the opportunity to reduce its bid to an amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than an Eligible Local Provider. In the event an Eligible Local Provider reduces its bid to the amount of the lowest responsible bid, the Eligible Local Provider shall be deemed to have provided the lowest responsible bid and shall be awarded the contract.

All bidders must complete the Local Provider Certification included in the bid forms. The local provider shall certify under penalty of perjury, as a part of its bid and using the form provided by the City, that the bidder qualifies as a local provider. The purchasing preference shall be waived if the Local Preference Certification form is not submitted with the respective bid.

8. Piggyback Clause

It is intended that any other public agency be permitted to purchase under the terms submitted in response to this procurement. By submitting a bid, the bidder acknowledges and agrees that, to the extent permitted by law, and during the period in which the applicable contract is in effect (including, without limitation any extensions thereto), other public agencies shall be permitted to make purchases under the same terms and conditions set forth in the resulting contract with the successful bidder.

To the extent other public agencies elect to "piggyback" on the contract, the City shall have no liability whatsoever in connection with any orders submitted to the Successful Bidder by such other public agencies and, in each case, any and all liabilities associated with a piggyback order shall be the sole responsibility of the Successful Bidder and the public agency that submitted the order to the Successful Bidder.

9. Recycled Product Procurement

The City is committed to the conservation and protection of state and local resources, therefore:

1. For all paper materials of any kind delivered to the City, by a contractor, supplier, or consultant, whether in the form of a product such as a cup or a deliverable such as a report, shall use recycled paper that bears an imprint identifying the recycled content of the paper as not less than the thirty percent (30%) post-consumer fiber as specified in Section 12209 of the Public Contract Code. A product such as a cup may have the identifying logo and/or language on the packaging, while a deliverable such as a report shall have the identifying logo on the first page. This shall apply for all paper materials delivered to the city whenever practicable.
2. Contractors and consultants shall use both sides of paper sheets whenever practicable.
3. The Purchasing Agent shall provide to the suppliers of recycled products a preference of ten percent (10%) of the lowest bid or price quoted by suppliers of non-recycled products.

Suppliers claiming the recycled products preference must complete the Recycled Products Certification and certify in writing the minimum, if not exact, percentage of postconsumer materials in the products or supplies offered or sold to the City. Such recycled products must meet any performance standards as specified in the solicitation.

10. Taxes

Successful Bidder shall pay all federal, state and local taxes, levies, duties, and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless the City from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Bid prices shall include said taxes.

11. Award of Contract; Basis of Award

The City shall award the bid to the lowest responsible bidder submitting a responsive bid who shall give such security as the City may require. The City reserves the right to accept or reject any and all bids. The City will award on the basis of the total bid. The determination of the lowest bid shall be based on the base bid alone

12. Execution of Agreement

The Bidder will sign and deliver to the City the written Agreement, together with all certificates, evidence of insurance and bonds (if applicable) required by the Contract Documents within fifteen (15) days after receipt of the City's Notice of Award. Failure or refusal to execute the Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the bid security.

13. Rejection of Bids and Waiver of Informalities

The City of Milpitas reserves the right to waive any immaterial informalities or irregularities or reject any bid, all bids, or any part of any bid presented and re-advertise for bids. The City reserves the right to cancel the solicitation and make no award. The City of Milpitas reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the City of Milpitas or any other governmental agency. The City of Milpitas expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due to the City of Milpitas.

14. Authority of the City of Milpitas

Subject to the power and authority of the City of Milpitas as provided by law in this contract, the City of Milpitas shall in all cases determine the quantity, quality, and acceptability of the work, materials, and supplies for which payment is to be made under this contract. The City of Milpitas shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

15. Laws Governing Contract

Any contract issued as a result of this solicitation shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in Santa Clara County, in the State of California. The parties further stipulate that Santa Clara County, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

16. Bid Protest Procedure

Any bid protest relating to the form or content of the Contract Documents must be submitted in writing to the City Clerk at least ten (10) business days before the original date set for the bid opening. Any bidder who submits a bid without making a protest shall be deemed to have waived any objection to the form of content of the Contract Documents not previously stated in writing.

Submitted bids will be timely made available for review upon written request of any bidder.

Bidders may file a "protest" of a Bid with the City Clerk. The protest must:

1. Be filed in writing within five (5) business days after the bid opening date;
2. Clearly identify the alleged irregularity or other basis for the protest;
3. Specify, in detail, the factual and legal grounds for the protest; and
4. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not meet all of these requirements, the City may reject it without further review.

If the protest is timely and complies with all of the above requirements, the City Manager, or other designated City staff member, shall review the protest, any response from the challenged bidder, and all other relevant information. The City will provide a written response to the protester.

The procedure and time limits set forth in this paragraph 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.

17. Brand Names

Manufacturer's names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids proposing substitute brands will be considered provided the substitute brand meets or exceeds the quality and requirements of the item listed in the specifications.

18. Brand Substitutions

Bids will be considered on equipment or material complying substantially with specifications, provided any deviation is stated and each substitution is described in detail. Standard catalog sheets and/or technical data supporting any substitution **MUST** be submitted, but will not be accepted in lieu of this requirement. The City will be the sole determiner of whether such substitutions are equivalent to the materials or equipment specified.

Terms & Conditions

1. Completeness of Bid

1. The Bidder shall furnish a price for all bid items scheduled (both base bid schedule and alternate bid schedule(s), if any) and failure to do so will render the Bid non-responsive.
2. 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.
3. In case of discrepancy between the "Unit Price" and the "Line 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 "Line Item Price" column, then the amount se

forth in the "Line 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

4. 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 City from measured quantities of work performed based upon the Unit Price.

2. Non-Collusion

Bidder declares that the only persons or parties interested in this bid are those named herein, and that this bid is made without collusion with any person, firm or corporation. Bidder proposes and agrees, if the bid is accepted, that Bidder will execute a contract with the City, in in the form set forth in the Contract Documents, and will perform the entire work for the prices set forth in this Bid, upon which the award of contract is made.

3. Performance

In response to the Notice Inviting Bids for this solicitation and in accordance with the other Contract Documents relating thereto, the undersigned Bidder hereby proposes to furnish to the City all materials and equipment, labor, technical and professional services, supervision, and to perform all operations necessary and required to complete the Project in accordance with the provisions of the Contract Documents and any addenda thereto, and at the prices set forth herein.

4. Firm Offer

This Bid constitutes a firm offer to which cannot be withdrawn for ninety (90) days after the date set for opening of Bids, or until a Contract is executed by the City and a third party, whichever is earlier.

5. Accuracy

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and any addenda thereto; that it has carefully checked all of the figures shown in its Bid Schedule; that it has carefully reviewed the accuracy of all statements in this Bid and attachments hereto; and that it understands and agrees that the City will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.

Attachments

Document	Date Added
 A - Mobile Stage Specification (F) (https://government-project.s3.us-west-2.amazonaws.com/1920/839b899a-988d-47a5-9473-931f92456b3c_Mobile_Stage_Specification_%28F%29.pdf?AWSAccessKeyId=AKIAJX4CP36AEOP5JL2A&Expires=1559819038&Signature=VNmMdSY1KnaMUuY4UhrCmMG0k%2Bo%3D&response-content-disposition=attachment%3B%20filename%3D%22Mobile_Stage_Specification_%28F%29.pdf%22)	May 24, 2019 11:41 AM
 B - Milpitas Equipment Purchase Agreement (https://government-project.s3.us-west-2.amazonaws.com/1920/540bace0-d0a1-494f-88b7-12bb638b2339_Milpitas_Equipment_Purchase_Agreement.doc?AWSAccessKeyId=AKIAJX4CP36AEOP5JL2A&Expires=1559819038&Signature=MNUK5dASn%2FD2WdK1P6p21qOx7A%3D&response-content-disposition=attachment%3B%20filename%3D%22Milpitas_Equipment_Purchase_Agreement.doc%22)	May 24, 2019 7:11 AM
 C - Milpitas_IFB_Forms_TO_BE_RETURNED (https://government-project.s3.us-west-2.amazonaws.com/1920/cb7dc918-9b5b-4226-9cc4-efd1c9b77dc1_Milpitas_IFB_Forms_TO_BE_RETURNED.docx?AWSAccessKeyId=AKIAJX4CP36AEOP5JL2A&Expires=1559819038&Signature=LfzMFPhiYfj5jdHO6mv4AURnf0%3D&response-content-disposition=attachment%3B%20filename%3D%22Milpitas_IFB_Forms_TO_BE_RETURNED.docx%22)	May 24, 2019

Document	Date Added
 D - Stage Performance Worksheet (https://government-project.s3.us-west-2.amazonaws.com/1920/5b853efb-89c3-4746-8a5f-7b56f4883cea_Stage_Performance_Worksheet.pdf?AWSAccessKeyId=AKIAJX4CP36AEP5JL2A&Expires=1559819038&Signature=Oo6p1uHfm0k2fc8jSNtd9Jln1Y%3D&response-content-disposition=attachment%3B%20filename%3D%22Stage_Performance_Worksheet.pdf%22)	May 24, 2019 12:30 PM

BIDDER EXPERIENCE STATEMENT

THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PROCURENOW SYSTEM

Bidder submits, as a part of its Bid, the following statements as to its experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the City to make inquiry as appropriate regarding its experience.

- a. Bidder has been engaged in business under its present business name for 32 years.
- b. Bidder's experience in Work of a nature similar in type and magnitude to that set forth in the Specification extends over a period of 32 years.
- c. Bidder has satisfactorily completed all contracts awarded to it, except as follows:

(Name any and all exceptions and reasons therefor. Bidder shall attach and designate additional pages if necessary.)

- d. Within the last three years Bidder has satisfactorily completed the following contracts covering Work similar in type and magnitude to that set forth in the specifications for the following owners: (person, firms, or authorities)

Owner's Name, Address & Telephone	Name of Owner's Representative	Type of Work and Year	Contract Amount (rounded to closest thousand dollars)
City of Carlsbad 3096 Harding Street Carlsbad CA 92008 (760) 434-2826	Richard Sholtz	SL100 purchase 2016	\$137,000 (exclusive of tax)
City of Valdez 212 Chenega Avenue Valdez AK 99686 (907) 835-4313	Laurine Regan	SL100 purchase 2019	\$170,000 (exclusive of tax)
City of Las Vegas 495 S Main Street Las Vegas NV 89101 (702) 229-5052	David Lewis	SL100 purchase 2 units 2018	\$300,000 (exclusive of tax)
Shawnee County 3137 SE 29th Street Topeka KS 66605 (785) 251-2600	Brian Toby	SL100 purchase 2018	\$150,000 (exclusive of tax)
Borough of Seaside Heights 901 Boulevard Seaside Heights NJ 08751 (732) 793-9100 x 130	Christopher Vaz	SL100 purchase 2017	\$136,000 (exclusive of tax)

(Bidder shall attach and properly identify additional pages if necessary.)

LOCAL PURCHASING PREFERENCE CERTIFICATE

**THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE
PROCURENOW SYSTEM**

I, Tony Beresford, certify under penalty of perjury that Stageline Mobile Stage inc.

[Check one:]

is

is not

a Local Provider as defined in Milpitas Municipal Code Section I-2-1.03-15, which states:

LOCAL PROVIDER. A supplier or provider of equipment, materials, supplies or services which has an established place of business within the City of Milpitas, which has a City of Milpitas business license, which has paid all currently due business license fees and taxes, and which began doing business within the City of Milpitas at least one (1) year prior to the City's inviting bids or quotations for the respective purchase.

T. Beresford

Signature of Bidder's Authorized Representative

TONY BERESFORD
Name & Title of Authorized Representative

3rd June 2019
Date of Signing

NON-DISCRIMINATORY EMPLOYMENT CERTIFICATE

THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PROCURENOW SYSTEM

Certificate Generally

Consistent with a policy of non-discrimination in employment on contracts of the City and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all RFQ specifications and contracts of the City for the construction, repair, or improvement of public works.

Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows:

In performing the work of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act – Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

2. The Contractor will take positive action or ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act – Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act – Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

4. The Contractor will send to each labor union or representative of workers, with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will permit access to the Contractor's records of employment, employment advertisements, application forms, and other pertinent data and records by the City, the Fair Employment Practices Commission, or any other appropriate Agency of the State designated by the City for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.

6. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City as a basis for determining that as to future contracts for which the Contractor may submit quotes, the Contractor is a "disqualified bidder" for being "non-responsible".

7. The City shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

8. Upon receipt of any such written notice, the City shall notify the Contractor that unless he or she demonstrates to the satisfaction of the City within a stated period that the violation has been corrected, he or she shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he or she has implemented remedial measures, satisfactory to the City, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

9. Upon receipt from any person of a complaint of alleged discrimination under any City contract, the City Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

10. In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees that, should the Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the City may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such monies shall be recovered from the Contractor. The City may deduct any such penalties from any monies due the Contractor from the City.

11. The Contractor certifies to the City that he or she has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the City:

a. The Contractor shall notify all supervisors and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.

b. The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.

c. The Contractor shall file a basic compliance report as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the workforce and who has the responsibility for determining whom to hire, or whether or not to hire.

d. The Contractor shall notify the City of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this contract.

12. Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the City from pursuing any other remedies that may be available at law.

13. The Contractor certifies to the City that the Contractor will comply with the following requirements with regard to all subcontractors and suppliers:

a. In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.

b. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigations with a subcontractor or supplier as a result of such direction by the

City, the Contractor may request the City to enter into such litigation to protect the interests of the City.

Stageline Mobile Stage inc.
Name of Bidder (Person, Firm, or Corporation)

T. Beresford

Signature of Bidder's Authorized Representative

TONY BERESFORD
Name of Authorized Representative

SENIOR ACCOUNT EXECUTIVE
Title of Authorized Representative

3rd June 2019
Date of Signing

RECYCLED PRODUCTS CERTIFICATE

THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PROCURENOW SYSTEM

The City requires all businesses doing business with the City to certify in writing the minimum, if not exact, percentage of postconsumer materials in the products or supplies offered or sold to the City. Contractors and consultants shall use environmentally preferable products, and/or products manufactured with the maximum practicable amount of post-consumer material, whenever the fitness and quality are equal to or better than that of non-recycled products and they are available at the same total cost and to the extent practicable. All paper products sold or delivered to the City must contain at least thirty percent (30%) postconsumer fiber. Such recycled products must meet any performance standards as specified in the solicitation.

Materials and Products Please give the name of the material or product, and the percentage of postconsumer recycled material it contains, one line item at a time.

1. All Stageline equipment are manufactured in a LEED (Leadership in Energy and Environmental Design) certified facility
2. 80% of Stageline mobile stages are recyclable
3. No damage made to event sites, no anchoring systems required
4. Reduction in the carbon footprint compared to traditional staging structures as no heavy duty, emitting machinery required
5. Electric motor option available with all Stageline units

PLEASE USE EXTRA TYPE WRITTEN SHEETS AS NECESSARY.

Equipment Please give the brand, make, and model of the equipment. Indicate the percentage of postconsumer material it contains, and give a brief description of how that material is incorporated into the equipment, one line item at a time.

1. Stageline SL100 mobile stage – 80% recyclable
2. 25 to 30 year life cycle
3. _____
4. _____

PLEASE USE EXTRA TYPE WRITTEN SHEETS AS NECESSARY.

I certify under penalty of perjury that STAGELINE MOBILE STAGE INC. is a supplier or provider of recycled products and/or equipment, containing postconsumer material.

T. Beresford
Signature of Bidder's Authorized Representative

3rd June 2019
Date of Signing

TONY BERESFORD
Name of Authorized Representative

SENIOR ACCOUNT EXECUTIVE
Title of Authorized Representative

NON-COLLUSION DECLARATION

**THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE
PROCURENOW SYSTEM**

The undersigned declares:

I am the SENIOR ACCOUNT EXECUTIVE of STAGELINE MOBILE STAGE INC., the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal 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 proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. All statements contained in the proposal are true. The bidder has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal 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 3rd June 2019, at L'assomption., Quebec (QC).

Name of Bidder STAGELINE MOBILE STAGE INC.

Signature T. Beresford

Name TONY BERESFORD

Title SENIOR ACCOUNT EXECUTIVE

WORKER'S COMPENSATION INSURANCE CERTIFICATION

**THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE
PROCURENOW SYSTEM**

The bidder shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.

STAGELINE MOBILE STAGE INC.

Name of Bidder (Person, Firm, or Corporation)

T. Beresford

Signature of Bidder's Authorized Representative

TONY BERESFORD – SENIOR ACCOUNT EXECUTIVE

Name and Title of Authorized Representative

3rd June 2019

Date of Signing

Quebec workers are covered anywhere in the world by CNESST – see letter/certificate attached

WAGE THEFT CERTIFICATION

THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PROCURENOW SYSTEM

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

- Neither the Contractor 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 Contractor 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 Contractor 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 Contractor or its subcontractors are in compliance with that plan as of the bid submission deadline.

- The City has exempted the Contractor from the requirements of the City of Milpitas Wage Theft Procurement Policy.

Signature: T. Beresford

Printed Name: TONY BERESFORD

Title: SENIOR ACCOUNT EXECUTIVE

Firm Name: STAGELINE MOBILE STAGE INC.

Date: 3rd June 2019

Stage Performance Worksheet

THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PROCURENOW SYSTEM

Co. Name: Stageline Mobile Stage inc.

Model # SL100

We are seeking a mobile stage with the following minimum features

- Standard size 24 X 20: Your Size: 24' x 20' expandable to 40 X 28: Your size: 40' x 28'

- Can your stage be opened on driver and passenger side Yes , No

- Confirm your capacity for banner advertising on the stage header and both side fills? Describe:

The SL100 offers significant promotional and advertising opportunities to include roof top banners of 2 sizes: 24' x 3' 10" or the extended 37' x 3' 10", plus 2 side banners of 6' 6" x 15' 9" and the opportunity to hang a backdrop banner 23' 4" x 12' 11". Simple installation with Stageline's new and improved banner hardware system.

- Is your stage a "festival" style stage with a double mast hydraulic lift system Yes , No

- What is the lifting capacity? 3,800lb in pounds?

- Must have full hydraulic set up including floor and roof panels, requiring no nuts, bolts, or cranks Yes , No

- Must have full hydraulic stabilizing (the ability to lift an unbalanced load of up to 3,800 lbs. and be adjustable on uneven ground). Yes No

- Describe your roof structure:

The SL100 aluminium roof structure is designed to support 11,400 lb of equipment or 20 psf and deflects beyond L/180 under live load. The roof is covered by seamless 1/8" gel coat fiberglass panels wrapped and moulded around the aluminum structure which eliminates damage from weather conditions and from road vibrations adding to the strength of the SL100.

- What is the roof maximum rigging capacity in pounds? 11,400lb

- Do you have rigging points on both sides that extend at least 6' Yes , No

- Rigging capacity per side of a minimum of 1500 lbs. without needing the addition of cables Yes , No

- Are the stage with chassis and stage made of 6000 grade aluminum. Yes , No . If not please specify the material.

- Do you have an ADA compliant lift that can be positioned anywhere around the stage. Please describe.

Yes. A portable ADA compliant lift that can be stored inside the trailer and positioned at any point around the stage. It offers a capacity of 600lb lifting. See brochure enclosed separately.

- Warranty: Please specify number of years.
 - Standard manufacturer's warranty 1 (one)
 - Welded structures including the chassis 3 (three)
 - Roof 5 (five)
- What is the pounds per square foot rating of the floor? 150lb

- Safety:

Do you meet the following safety codes? Check all that apply.

North American Building Codes including ANSI E.1.2 (American National Standards Institute) for high wind and outdoor stage requirements Yes The code is ANSI E1.21

IBC (International Building Code eg. 115 mph wind resistant, and 150 pounds per square foot rated floor) Yes

SAE (Society of Automotive Engineers) Yes

DOT (US Department of Transportation) Yes

NFPA (National Fire Protection Association) Yes

BOCA (Building Officials Code Administrators International) Yes

AWS (American Welding Society) Yes - see equivalent CWB below

NBC (National Building Code - Canada) Yes

CWB (Canadian Welding Bureau) Yes

Is your stage certified by professional Engineers? Please specify.

Yes, the SL100 is certified by world renowned McLaren Engineers in every US State and Canadian Province. Sample stamps are enclosed separately.

- What is the wind gust rating on your stage in MPH 115mph
- What is the Gross vehicle weight (GVW) 15,000lb maximum
- What is the weight distribution foot print of your stage in pounds per square foot? See page 10 of the attached SL100 drawings
The highest dead load on a stabilizer is 1,500lb when installed as a stage.
- Can your stage be pulled on a California highway by a non-commercial driver Yes x, No .
- What type of trailer braking system do you have, please specify:
The SL100 comes standard with electric brakes on all wheels and an emergency breakaway system.

Item Attachment Documents:

- C13. Approve and Authorize the Interim City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement for Waterstone Community Association for Waterstone Residential Project at 1494-1600 California Circle.**

Recommendation:

Approve and Authorize the Interim City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement for Waterstone Community Association for Waterstone Residential Project at 1494-1600 California Circle.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the Interim City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement for Waterstone Community Association for Waterstone Residential Project at 1494-1600 California Circle.
Category:	Consent Calendar-Community Development
Meeting Date:	6/18/2019
Staff Contact:	Steve Erickson, 408-586-3301
Recommendation:	Approve and Authorize the Interim City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement for Waterstone Community Association for Waterstone Residential Project at 1494-1600 California Circle.

Background:

On November 19, 2013, the City Council approved General Plan Amendment No. GP12-0003, Zoning Amendment No. ZA12-0004, Site Development Permit No. SD12-0002, Planned Unit Development No. PD12-0001 and Major Vesting Tentative Map No. TM12-0001 (“Waterstone Residential Project”) for the development of an 84-unit residential subdivision on approximately 10.7 acres located at 1494-1600 California Circle (Project).

In accordance with State Law and the City’s Municipal Regional Stormwater NPDES Permit (“MRP”) issued by the Regional Water Quality Control Board (RWQCB), new development and redevelopment projects that create and/or replace 10,000 square feet or more of impervious surface are required to incorporate Low Impact Development (LID) post construction stormwater control measures into the project. LID control measures include bioretention areas, flow-through planters, permeable pavement, infiltration trenches and tree well filters.

Analysis:

MRP section C3.h.ii.(1)(a) and Milpitas Municipal Code Title XI Chapter 16 requires development project property owners meeting the 10,000 sqft threshold to execute and record a Stormwater Management Facilities Operation and Maintenance Agreement (O&M) (“Agreement”) with the City for the perpetual operation, maintenance and annual inspection of LID stormwater treatment facilities.

The Project owner has complied with the LID requirements and has executed the required O&M Agreement, which has been reviewed by the City Attorney as to form and by the City Engineer as to content.

Policy Alternatives:

Alternative 1:

Not approve the Agreement with the City for operation, maintenance and annual inspection of stormwater treatment facilities.

Pros: None

Cons: Not approving the Agreement would cause the project to be not in compliance with the MRP and would be prohibitive by federal and state law.

Reason not recommended: To be in compliance with federal and state law and to allow for the on-going maintenance and annual City Inspection of the installed stormwater treatment devices, staff recommends approval of the Agreement.

Fiscal Impact:

The developer will pay for the required annual maintenance and inspection of the stormwater facilities.

California Environmental Quality Act:

Execution of the Agreement is not considered a project under CEQA as there will be no direct or reasonably foreseeable indirect physical change in the environment.

Recommendation:

Approve and Authorize the Interim City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement for Waterstone Community Association for Waterstone Residential Project at 1494-1600 California Circle.

Attachments:

Stormwater Management Facilities Operation and Maintenance Agreement

Control No. 2019- _____
Recording Requested by
and when Recorded, return to:

CITY OF MILPITAS
455 E. CALAVERAS BOULEVARD
MILPITAS, CA 95035-5479

Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Document Transfer Tax is \$ 0

() Computed on full value of property conveyed

() Computed on full value less value of liens and encumbrances remaining

City transfer tax is \$ 0

APN: 022-37-011 & 022-37-012

STORMWATER MANAGEMENT FACILITIES OPERATION AND MAINTENANCE AGREEMENT

This Stormwater Management Facilities Operation and Maintenance Agreement ("AGREEMENT") is made and entered into this _____ day of _____ 2019 ("Effective Date"), by and between WATERSTONE COMMUNITY ASSOCIATION ("Property Owner") and the City of Milpitas, a municipal corporation of the State of California ("City").

RECITALS

This AGREEMENT is made and entered into with reference to the following facts:

- A. **WHEREAS**, the Property Owner is the owner of real property more particularly depicted and described on the attached as **Exhibit A** ("Property") and fully incorporated herein by reference; and
- B. **WHEREAS**, the Property Owner received entitlements from the City allowing the development of the Property, including the construction of 84 residential units with, emergency vehicle access, utilities, and associated offsite and onsite improvements landscaping, irrigation, and stormwater treatment measures on a 10.7 acre site located at 1494-1600 California Circle in Milpitas and more commonly known as Waterstone, Project No. PJ 2830, (the "Project") on the Property; and subject to conditions set forth in the following (collectively "City Approvals"):
1. Resolution No. 8319 approving Site Development Permit No. SD12- 0002,
 2. Resolution No. 8319 approving Major Vesting Tentative Map No. TM12- 0001,

3. Resolution No. 8319 approving General Plan Amendment No. GP12-0003,
4. Resolution No. 8319 approving Zoning Amendment No. ZA12-0004, and
5. Resolution No. 8319 approving Planned Unit Development No. PD12-0001;

- C. WHEREAS**, discharges to the City's municipal separate storm sewer system ("MS4") are regulated under state and federal law pursuant to Waste Discharge Requirements and National Pollutant Discharge Elimination System permit ("MS4 Permit") issued by the Regional Water Quality Control Board, San Francisco Region ("Regional Board").
- D. WHEREAS**, pursuant to the requirements of the MS4 Permit and the City's Stormwater and Urban Runoff Pollution Control Ordinance as codified in Milpitas Municipal Code Chapter 16 ("Ordinance"), the City Approvals require the Property Owner to install, operate and maintain, at no cost or expense to the City, the Permanent Stormwater Pollution Prevention Measures ("BMPs") more particularly described in the City-approved Stormwater Control Operation and Maintenance Plan (sometimes referred to herein as "Plan") for the Project attached hereto as **Exhibit B** and fully incorporated herein by reference; and
- E. WHEREAS**, the Stormwater Control Operation and Maintenance Plan may be subsequently modified from time to time with City's written approval and such changes shall be fully incorporated as part of this Agreement by this reference; and
- F. WHEREAS**, the Stormwater Control Operation and Maintenance Plan includes provisions for the BMP Operation and Maintenance and an annual inspection checklist for the BMPs constructed on the Property, and
- G. WHEREAS**, this Agreement memorializes the Property Owner's maintenance, operations, and inspection obligations under the City's Ordinance and the approved Stormwater Control Operation and Maintenance Plan.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

SECTION 1. Responsibility for Operation and Maintenance:

The Property Owner, at its sole cost and expense, shall construct and install the BMPs shown in Exhibit B in accordance with the plans approved by and on file with the City. Property Owner shall diligently maintain in perpetuity the BMPs in a manner assuring peak performance at all times, shall make such changes or modifications to the BMPs, subject to City's prior approval as may be reasonably necessary for the BMPs to continue to operate as designed and approved and to accomplish its intended purpose and in good repair, and in compliance with all applicable Federal, State, County and local laws and regulations, including but not limited to the Ordinance, as the same may be amended, revised, and/or replaced from time to time. The Owner shall be responsible for the costs incurred in operating, maintaining, repairing and replacing the BMPs. Property Owner shall not destroy or remove the BMPs or modify any measure in any manner that would lessen its effectiveness. Property Owner shall make available copies of the approved Stormwater Control Operation and Maintenance Plan at the site with the facility or property manager.

SECTION 2: Inspection by Property Owner:

The Property Owner, at its sole cost and expense, shall conduct annual inspections of all permanent installed BMPs per the Plan. The annual inspection report shall include completion of the checklist described in the approved Stormwater Control Operation and Maintenance Plan. The BMPs must be inspected by a qualified independent inspector who is acceptable to the City. The Property Owner shall submit the Inspection Report on these BMPs to the City Engineer no later than July 15th of each year.

SECTION 3. Facility Inspection by the City:

- (a) **Right of Entry.** The Property Owner, on its behalf and on behalf of its successors and assigns, grants permission to the City, the inspectors of the Regional Board, and local mosquito and vector control agency, and their authorized agents and employees, to enter the Property, and to inspect the BMPs whenever the City deems necessary to enforce provisions of the Ordinance, this Agreement, or any other local or state requirements. The City may enter the premises at any reasonable time during normal business hours and upon at least 48 hours prior written notice (except that prior written notice is not required in case of emergency) to inspect the premises related to BMPs and BMP operation and maintenance, to inspect and copy records related to storm water compliance, and to collect samples and take measurements related to BMPs. The Property Owner shall deposit and maintain a Private Job Account with the City a minimum balance of **Four Thousand Dollars (\$4,000)** for inspection by City Staff pursuant to this Section 3. The deposit of **Four Thousand Dollars (\$4,000.00)** shall be made simultaneously with the execution of this Agreement.
- (b) **Security.** The City may require the Owner, its successors and assigns, from time to time, to post security in a form, amount, and for a time period satisfactory to City to guarantee performance of the obligations stated herein. Should the Owner, its successors and assigns, fail to perform the obligations under this Agreement, the City may, in the case of a cash bond, act for the Owner, its successors and assigns, using the proceeds from such cash bond, or in the case of a surety bond, require the surety to perform the obligations of this Agreement.

SECTION 4. Failure to Perform Required Facility Repairs or Maintenance by the Property Owner:

- (a) **Enforcement Action.** If the Property Owner or its successors fail to operate and maintain the BMPs in good working order and in accordance with the approved Plan and the City's Ordinance, the City may, but is not required to, pursue any enforcement action available at law or in equity to cause the completion of all maintenance and may charge the costs of such enforcement action against the Property Owner in any manner authorized by law or in equity.
- (b) **City Maintenance.** In the event of Property Owner's failure to operate and maintain BMPs in accordance with the Plan and the City's Ordinance, the City may also, with prior written notice, enter the Property to return the BMPs to good working order; provided however that the Property Owner shall have 30 days after any such notice, or such other time provided by law, to cure the relevant failure and provided further that the Property Owner shall have such additional time after the initial 30 days to complete a cure so long as Property Owner commences the cure within the initial 30 days and diligently prosecutes the cure to completion. Notwithstanding the foregoing, City may in its sole discretion enter the Property to return the BMPs to good working in an emergency and take any other necessary action to mitigate an emergency without any notice to Property Owner. The City is under no obligation to maintain or repair the BMPs, and this Agreement may not be construed to impose any such obligation on the City. If the City,

under this Section 4 takes any action to return the BMPs to good working order, the Property Owner shall reimburse the City for all the reasonable costs and expenses incurred by the City. The City will provide the Property Owner with an itemized invoice of the City's costs and expenses and the Property Owner shall make full payments to the City within thirty (30) days of the date of the invoice. If the Property Owners fails to pay the invoice within thirty (30) days, the City shall be entitled to cause a lien for any such unpaid maintenance expense bill to be recorded against the Property. In addition, the City shall be entitled to have the unpaid amount of the invoice placed as a special assessment on the next regular tax bill levied against the Property, after which such assessment shall be collected in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedures under foreclosure and sale in the case of delinquency as provided for ordinary municipal taxes. The actions described in this section are in addition to and not in lieu of other legal remedies provided by law. Notwithstanding the above, it is understood that City is under no obligation to repair or maintain the BMPs, and in no event shall this Agreement be construed to impose any such obligation on City.

- (c) Specific Performance. The provisions of this Agreement are expressly declared to be for the benefit of the City. The City may bring an action to obtain specific performance of this Agreement and may recover its costs, including attorney fees, incurred in bringing such action.

SECTION 5: Successors and Assigns:

Property Owner hereby declares that the Property shall be held, transferred, encumbered, used, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements and rights set forth herein for the use and benefit of each of the Lots. All of the limitations, easements, uses, obligations, covenants, restrictions and conditions stated herein shall run with the Property and shall be binding upon Property Owner, its successors and assigns, any and all parties having or acquiring any right, title or interest in or to the Property or any part thereof or interest therein and shall inure to the benefit of and be binding upon each successor-in-interest thereto.

Upon transfer of the property, the Property Owner shall provide the new owner with the current Plan and a copy of this Agreement and shall, in any event, be released from all obligations under this Agreement as of the effective date of the transfer of the Property.

SECTION 6. Indemnity:

The Property Owner, on Property Owner's behalf and on behalf of all successors in interest pursuant to Section 5 of this Agreement, shall indemnify, release, hold harmless, and defend the City and its authorized agents and employees from and against any and all demands, suits, liabilities, fines, losses, damages, accidents, casualties, occurrences or claims, including reasonable attorneys' fees, against the City which may in anyway arise or relate to the construction, operation, presence, existence or maintenance of the BMPs, or from any personal injury or property damage that may arise or relate from the City entering the property under Section 4. If a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend the claim and any resulting litigation at its sole cost and expense, with counsel approved by City. If any judgment is entered against the City, or its authorized agents or employees, the Property Owner must pay all costs and expenses to satisfy the judgment.

SECTION 7. Severability:

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions, and all other provisions shall remain in full force and effect.

SECTION 8. Non-Discrimination:

The Property Owner shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

SECTION 9. Governing Law:

City and Property Owner agree that the law governing this Agreement shall be that of the State of California and that Property Owner shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 10. Recordation:

Property Owner shall, within 10 days after the effective date of this Agreement, record or cause the Agreement to be recorded in the Office of the Recorder, Santa Clara County, California, at the expense of the Property Owner, which recording shall constitute notice of the obligations herein set forth and a covenant running with the land and shall be binding upon all of the successors and assigns in title to the Property. In the event Property Owner fails to timely record this Agreement, City shall be authorized but not required to record the Agreement.

SECTION 11. Books and Records:

- A. The Property Owner shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements or in anyway relating to the performance of this Agreement for a minimum period of three (3) years, or for any longer period required by law.
- B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at no cost to City, at reasonable any time during regular business hours, upon at least 48 hours' prior written request by the City Attorney, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the Property Owner's address indicated for receipt of notices in this Agreement.

SECTION 12. Notices:

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CITY:

City of Milpitas (Utility Engineering)
Attn: Utility Engineer
455 East Calaveras Blvd.
Milpitas, CA 95035

To PROPERTY OWNER:

Waterstone Community Association
c/o The Helsing Group
Attn: Eve Halderson
4000 Executive Parkway, Suite 100
San Ramon, CA 94583

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 13. Venue:

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

SECTION 14. Interpretation, Prior Agreements:

This Agreement, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. In the event that the terms specified in any of the Exhibits attached hereto conflict with any of the terms specified in the body of this Agreement, the terms specified in the body of this Agreement shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may be modified only by a written amendment duly executed by the parties to this Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties execute this Stormwater Management Facilities Operation and Maintenance Agreement as of the last date set forth below:

PROPERTY OWNER:

By: WATERSTONE COMMUNITY ASSOCIATION

By: _____
Name: Bonita Wasson
Title: Waterstone Community Association, Secretary

CITY:

CITY OF MILPITAS, A MUNICIPAL CORPORATION:

Recommended for approval
By: _____
Steven Erickson,
Engineering Director/City Engineer

Approved as to form
By: _____
Christopher Diaz, City Attorney

Approved as to content

By: _____
Julie Edmonds-Mares, City Manager

By: _____
Walter Rossmann, Director of Financial
Services

Please note that this is a placeholder for the acknowledgement. So use the most current version of the acknowledgement

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

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____

CAPACITY CLAIMED BY SIGNER:

Though statute does not require the notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

_____ Individual(s)
_____ Corporate Officer(s) Titles _____ and _____
_____ Partner(s) _____ Limited _____ General
_____ Attorney-in-Fact
_____ Trustee(s)
_____ Guardian/Conservator
_____ Other : _____

Signer is representing: _____

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or type of document _____

Number of pages: _____ Date of document: _____

Signer(s) other than named above: _____

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED ABOVE

EXHIBIT A

Plat and Description for the site

EXHIBIT B
Operation and Maintenance Plan

Item Attachment Documents:

C14. Approve Amendment No. 1 to the Agreement with Best, Best & Krieger, LLP and a Budget Amendment (Staff Contact: Jane Corpus, 408-586-3125)

Recommendations:

Approve the Amendment No. 1 to the agreement with Best, Best & Krieger, LLP increasing the Agreement's not-to-exceed amount to \$2,862,250.00 and extending the term to June 30, 2021.

Approve a budget amendment to appropriate an additional \$337,000 to the City Attorney's operating budget from the Contingency Reserve.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve Amendment No. 1 to the Agreement with Best, Best & Krieger, LLP and a Budget Amendment
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	6/18/2019
Staff Contact:	Jane Corpus, 408-586-3125
Recommendation:	<ol style="list-style-type: none"> 1. Approve the Amendment No. 1 to the agreement with Best, Best & Krieger, LLP increasing the Agreement's not-to-exceed amount to \$2,862,250.00 and extending the term to June 30, 2021. 2. Approve a budget amendment to appropriate an additional \$337,000 to the City Attorney's operating budget from the Contingency Reserve.

Background:

At the September 22, 2015, Special City Council Meeting, the City Council approved the Legal Services Agreement with the law firm Best, Best & Krieger, LLP (BBK) for City Attorney services. The initial agreement expired on September 30, 2018 necessitating a new agreement be approved and executed.

At the September 18, 2018 City Council meeting the current agreement with BBK was approved and the agreement was effective October 1, 2018. This initial agreement was approved for the not to exceed amount per fiscal year of \$663,000.00 and a total of \$1,354,250.00 for the two-year term of the agreement, currently set to expire on September 30, 2020.

Analysis:

Due to a higher than anticipated volume of work related to contracts, special projects, litigation, real estate negotiations, and labor matters, the initial not-to-exceed amount of \$663,000.00 per fiscal year will not be adequate to fund City Attorney services through the remainder of Fiscal Year 2018-19. In order to continue prompt payment to BBK for City Attorney services, staff recommends increasing the annual contract amount to \$1,000,000.00, for a new not to exceed total contract amount of \$2,862,500.00.

Additionally, staff recommends amending the end date of the current agreement from September 30, 2020 to June 30, 2021 in order to assist the Finance Department in the administration of the contract and its tracking of funds per fiscal year. The current contract requires pro-rating of funds across fiscal years to align with the verbiage in the agreement.

Policy Alternative:

Alternative 1: The City Council does not approve Amendment No. 1

Pros: The City will save approximately \$1,508,250.00 in expected City Attorney fees.

Cons: The City will not be able to pay for City Attorney services already rendered it expects to be billed for during the remainder of FY 2018-19. Additionally, not increasing the second year of the Agreement will likely result in inadequate funding in FY2019-20 and FY 2020-21.

Reason not recommended: City Attorney services are a vital component of the City's ability to offer services and adequate funding for BBK to provide those services is necessary and streamlining of agreement administration will allow staff to more easily track expenditures.

Fiscal Impact:

A Budget Amendment to the City Attorney's operating budget is required to appropriate an additional \$337,000 to the City Attorney's operating budget from the Contingency Reserve. There is sufficient balance remaining in the reserve; the current balance is approximately \$355,000. This will increase the current appropriation for City Attorney contractual services from \$663,000 to \$1,000,000.

California Environmental Quality Act:

Not applicable to this item.

Recommendations:

1. Approve the Amendment No. 1 to the agreement with Best, Best & Krieger, LLP increasing the Agreement's not-to-exceed amount to \$2,862,250.00 and extending the term to June 30, 2021.
2. Approve a budget amendment to appropriate an additional \$337,000 to the City Attorney's operating budget from the Contingency Reserve.

Attachments:

1. Amendment No. 1 to the Agreement with Best, Best & Krieger
2. Budget Change Form

**FIRST AMENDMENT TO CITY ATTORNEY LEGAL SERVICES AGREEMENT BY AND BETWEEN
THE CITY OF MILPITAS AND BEST, BEST & KREIGER, LLP**

THIS FIRST AMENDMENT is entered into this ____ day of _____, 2019, by and between the City of Milpitas, hereinafter the "City" and Best, Best & Krieger, LLP, hereinafter "BBK." City and BBK are jointly referred to herein as the "parties."

Recitals:

Whereas, on September 18, 2018, the City Council of the City of Milpitas approved the City Attorney Legal Services Agreement with BBK (the "Agreement"); and

Whereas, on September 19, 2018, the parties entered into the Agreement, which provides for a term period through September 30, 2020, unless terminated by either party; and

Whereas, the Agreement provides for total compensation to BBK for the period of October 1, 2018 to June 30, 2019 in the maximum amount of \$525,000, for the period of July 1, 2019 to June 30, 2020 in the maximum amount of \$663,000, and for the period of July 1, 2020 to September 30, 2020 in the maximum amount of \$165,750; and

Whereas the parties now wish to amend the Agreement by extending the term of the Agreement and increasing the total maximum compensation to \$1,000,000 per fiscal year of the agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. Subsection 3.1 'Term' is hereby deleted in its entirety and replaced with the following:
The term of this Agreement shall commence on October 1, 2018 and shall continue in full force and effect until June 30, 2021 or until terminated in accordance with Section 3.12.
2. Subsection 3.7.1 'Fees and Costs' is hereby deleted in its entirety and replaced with the following:
At no time shall fees and costs under this Agreement exceed \$1,000,000.00 per fiscal year plus annual cumulative adjustments as specified in Exhibit "A" Section 6 of the Agreement. For the fiscal year starting July 1, 2018 total fees and costs shall be inclusive of \$137,500.50 specified in the immediately prior executed agreement between BB&K and the Client for City Attorney legal services for the period of July 1, 2018 to September 30, 2018. Any deviations from the maximum compensation limited established in this section in any fiscal year or City Attorney office hours identified in Exhibit "A" Section 1 of the Agreement shall require the approval of the City Council. Third Party Reimbursement Legal Services discussed in Exhibit "B" to this Agreement shall not be included within the maximum fees and costs in subsection 3.7.1.
3. All other terms and conditions of the Agreement not amended by this Amendment No. 1 remain unchanged.

APPROVED BY:

CITY OF MILPITAS

BEST, BEST & KRIEGER, LLP

Signature

Signature

Name

Name

Title

Title

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	Amount	Account	Amount
Check one: <input checked="" type="checkbox"/> Budget Appropriation <input type="checkbox"/> Budget Transfer	100-2940	\$337,000	100-1204237	\$337,000

Background:

At the September 22, 2015, Special City Council Meeting, the City Council approved the Legal Services Agreement with the law firm Best, Best & Krieger, LLP (BBK) for City Attorney services. The initial agreement expired on September 30, 2018 necessitating a new agreement be approved and executed.

At the September 18, 2018 City Council meeting the current agreement with BBK was approved and the agreement was effective October 1, 2018. This initial agreement was approved for the not-to-exceed amount per fiscal year of \$663,000.00 and a total of \$1,354,250.00 for the two-year term of the agreement, currently set to expire on September 30, 2020.

Analysis:

Due to a higher than anticipated volume of work related to contracts, special projects, litigation, real estate negotiations, and labor matters, the initial not-to-exceed amount of \$663,000.00 per fiscal year will not be adequate to fund City Attorney services through the remainder of Fiscal Year 2018-19. In order to continue prompt payment to BBK for City Attorney services, staff recommends increasing the annual contract amount to \$1,000,000.00, for a new not-to-exceed total contract amount of \$2,862,500.00.

Additionally, staff recommends amending the end date of the current agreement from September 30, 2020 to June 30, 2021 in order to assist the Finance Department in the administration of the contract and its tracking of funds per fiscal year. The current contract requires pro-rating of funds across fiscal years to align with the verbiage in the agreement.

Policy Alternatives:

Alternative 1: The City Council does not approve Amendment No. 1

Pros: The City will save approximately \$1,508,250.00 in expected City Attorney fees.

Cons: The City will not be able to pay for City Attorney services already rendered it expects to be billed for during the remainder of FY 2018-19. Additionally, not increasing the second year of the Agreement will likely result in inadequate funding in FY2019-20 and FY 2020-21.

Reason not recommended: City Attorney services are a vital component of the City's ability to offer services and adequate funding for BBK to provide those services is necessary and streamlining of agreement administration will allow staff to more easily track expenditures.

Fiscal Impact:

A Budget Amendment to the City Attorney's operating budget is required to appropriate an additional \$337,000 to the City Attorney's operating budget from the Contingency Reserve. There is sufficient balance remaining in the reserve; the current balance is approximately \$355k. This will increase the current appropriation for City Attorney contractual services from \$663,000 to \$1,000,000.

California Environmental Quality Act:

Not applicable to this item.

Recommendation:

1. Approve the Amendment No. 1 to the agreement with Best, Best & Krieger, LLP increasing the Agreement's not-to-exceed amount to \$2,862,250.00 and extending the term to June 30, 2021.
2. Approve a budget amendment to appropriate an additional \$337,000 to the City Attorney's operating budget from the Contingency Reserve.

Attachments:

1. Amendment No. 1 to the Agreement with Best, Best & Krieger
2. Budget Change Form

Check if City Council Approval required.

Meeting Date: June 18, 2019

Requested by:	Jane Corpus, Assistant Director of Finance	Date: June 13, 2019
Reviewed by:	Finance Director: Walter C. Rossmann	Date: June 13, 2019
Date approved by City Council, if required:		Confirmed by:

FI/24786/V

Form 30-222 (Rev. 1/92)

Item Attachment Documents:

15. **Conduct a Public Hearing and Introduce Ordinance No. 38.834 Amending Milpitas Municipal Code Title XI, Chapter 10, Sections 2, 13, 15, 24, 53, 55, 57, and 64 to Streamline the Development Review Process by Establishing an Administrative Hearing Process and Discontinuing the Planning Commission Subcommittee (Staff Contact: Rozalynne Thompson, 408-586-3278)**

Recommendation:

Conduct a public hearing and move to close the hearing following comments.

Consider the Exemption in accordance with the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) and CEQA Guidelines **Section 15378(b)(5) (Not a Project)**.

City Attorney shall read aloud title of Ordinance No. 38.834.

Move to waive the first reading beyond the title and introduce Ordinance No. 38.834 Amending Milpitas Municipal Code Title XI, Chapter 10, Section 2 ("Definitions"), Section 13 ("Special Uses"), Section 15 ("Special Events and Activities"), Section 24 ("Signs"), Section 53 ("Off-Street Parking Regulations"), Section 55 ("Exceptions"), Section 57 ("Applications"), and Section 64 ("Development Review Process")



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Conduct a Public Hearing and Introduce Ordinance No. 38.834 Amending Milpitas Municipal Code Title XI, Chapter 10, Sections 2, 13, 15, 24, 53, 55, 57, and 64 to Streamline the Development Review Process by Establishing an Administrative Hearing Process and Discontinuing the Planning Commission Subcommittee
Category:	Public Hearings-Community Development
Meeting Date:	6/18/2019
Staff Contact:	Rozalynne Thompson, Senior Planner, 408-586-3278
Recommendation:	<ol style="list-style-type: none"> 1) Conduct a public hearing and move to close the hearing following comments. 2) Consider the Exemption in accordance with the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) and CEQA Guidelines Section 15378(b)(5) (Not a Project). 3) City Attorney shall read aloud title of Ordinance No. 38.834. 4) Move to waive the first reading beyond the title and introduce Ordinance No. 38.834 Amending Milpitas Municipal Code Title XI, Chapter 10, Section 2 (“Definitions”), Section 13 (“Special Uses”), Section 15 (“Special Events and Activities”), Section 24 (“Signs”), Section 53 (“Off-Street Parking Regulations”), Section 55 (“Exceptions”), Section 57 (“Applications”), and Section 64 (“Development Review Process”)

Background:

In 2018, the City retained Matrix Consulting Group to assess the organizational structure, staffing levels, service delivery, and user fees related to the development review, permitting, and inspection process. At the conclusion of the assessment, the Matrix Consulting Group summarized their findings, conclusions, and recommendations regarding the organizational structure, staffing levels, and the efficiency and effectiveness of the development review, permitting, and inspection processes in a report to the City. City staff, and the Matrix Consulting Group presented the report’s analysis and recommendations to the City Council on April 16, 2019. The City Council accepted the report, including a recommendation to prepare a Zoning Ordinance Amendment to streamline the development review process by establishing an Administrative Hearing process and discontinuing the Planning Commission Subcommittee.

At present, different types of planning entitlement applications are reviewed and approved by staff, the Planning Commission (PC) Subcommittee, Planning Commission, or City Council. Generally, staff and the PC Subcommittee review minor site development permits and minor conditional use permits, while the Planning Commission and the City Council review more complex entitlement requests. Given that applications reviewed by the PC Subcommittee, Planning Commission, and City Council take significantly more time to process, the Matrix report recommended establishing a Zoning Hearing Officer (also referred to as a Zoning Administrator), who is a City staff designee, to streamline the review process for minor entitlement applications that currently require PC Subcommittee approval. The Zoning Administrator would conduct public hearings on a regular basis for the review and subsequent approval or denial of minor entitlement applications, providing greater flexibility and frequency of hearing dates and reducing processing times of minor entitlement applications.

On May 22, 2019, the Planning Commission held a public hearing in accordance with Government Code Section 65854 and reviewed the draft ordinance. The Planning Commission voted five to two (Alcorn, N

Chuan, Chua, and Tao in favor; Ciardella, Morris opposed) to recommend that the City Council approve the Ordinance. The Planning Commission included an additional recommendation that the City Council consider directing Planning staff to develop specific criteria for determining when the Zoning Administrator should refer projects to the Planning Commission for their review.

Analysis:

This proposed Administrative Hearing process requires amending the City’s Zoning Ordinance (Title XI “Zoning, Planning and Annexation” of the Municipal Code). Based on the direction received from the City Council at the April 16, 2019 meeting, staff prepared a draft zoning ordinance amendment to establish a Zoning Administrator and discontinue the Planning Commission Subcommittee. Specifically, the zoning text amendment amends Section 2 (“Definitions”), Section 13 (“Special Uses”), Section 15 (“Special Events and Activities”), Section 24 (“Signs”), Section 53 (“Off-Street Parking Regulations”), Section 55 (“Exceptions”), Section 57 (“Applications”), and Section 64 (“Development Review Process”) of the Zoning Code.

Staff proposes the following changes to the Zoning Ordinance to establish a Zoning Administrator role, implement its review authority, and discontinue the Planning Commission Subcommittee.

Add “Zoning Administrator” and Delete “Planning Commission Subcommittee” from Subsection XI-10-2.02 “General Definitions”

Subsection XI-10-2.02 “General Definitions” of the Zoning Ordinance lists and defines general terms and phrases of terms found throughout the zoning code, including City officials. Given that this zoning text amendment also discontinues the Planning Commission Subcommittee as a decision-making authority, staff recommends deleting “Planning Commission Subcommittee” from the “General Definitions” subsection and adding “Zoning Administrator.” Consistent with the definitions for other City officials, the “Zoning Administrator” will be defined as the “Zoning Administrator of the City or designee”.

Delete References to “Planning Commission Subcommittee” and “Hearing Officer” and Replace with “Zoning Administrator” Throughout the Zoning Code

Generally, the Planning Commission Subcommittee is referenced throughout the Zoning Ordinance to identify the extent of its review authority. As this zoning text amendment will discontinue the Planning Commission Subcommittee as a decision-making body, staff recommends deleting all references to the “Planning Commission Subcommittee” in the Zoning Code and replacing each reference with “Zoning Administrator.” The Planning Commission will be the appellate body to decisions previously under Planning Commission purview but proposed to be under the authority of the Zoning Administrator.

Moreover, there are three references in the Zoning Ordinance to a “Hearing Officer” in two subsections. Because the Zoning Administrator will also replace that function, all references to “Hearing Officer” in the Zoning Ordinance will also be deleted and replaced with “Zoning Administrator.”

Change Decision-Making Authority for Site Development Permits from Planning Commission to Zoning Administrator

Subsection XI-10-57.03(B)(1)(a) of the Zoning Ordinance confers the authority to review Site Development Permits to the Planning Commission. Projects subject to the Site Development Permit requirement include, but are not limited to, new main buildings, new accessory buildings over 2,500 square feet, new parking lots, and additions to multi-family residential projects. Consistent with the Matrix Study recommendations, staff recommends transferring the authority to grant or deny Site Development Permits to the Zoning Administrator.

Granting the authority to review Site Development Permits to the Zoning Administrator would continue to provide a public hearing process for input on architectural and site design, parking, and other development issues and reduce the overall time and expense involved in getting scheduled on a bi-monthly Planning Commission agenda. Moreover, the Zoning Administrator may refer Site Development Permits to the Planning Commission if the Zoning Administrator determines that the extraordinary complexity of the proposed project or extraordinary public interest in the Site Development Permit warrants consideration by the Planning Commission.

Site Development Permits for projects within the Hillside Combining District would remain subject to review and approval by the Planning Commission and City Council pursuant to Subsection XI-10-45.09 of the Zoning Code. In all cases, the City Council would continue to retain authority to call up any project for consideration and a final decision.

Reduce Noticing Distance for Minor Conditional Use Permits from 1,000 Feet to 300 Feet

Table XI-10-64.04-1 “Public hearing Requirements” of the Zoning Code enumerates the required notification radius by project type. Currently, Minor Conditional Use Permits require a 1,000-foot notification radius, which is the same radius as Conditional Use Permits, Environmental Impact Reports, General Plan Amendments, and Zoning Amendments. Staff recommends reducing the notification radius for Minor Conditional use Permit from 1,000 feet to 300 feet, which is the same notification radius as Site Development Permits. Minor Conditional Use Permits requiring a public hearing would be under the purview of the Zoning Administrator.

Policy Alternatives:

Alternative 1: Do not establish an Administrative Hearing Process (Zoning Administrator) and continue review of minor entitlement applications by the Planning Commission Subcommittee

Pros: Continue processing entitlement applications according to established procedures.

Cons: Requires significantly more time and expense to process, less flexibility and frequency of hearing dates.

Reason Not Recommended:

As discussed above, the intent of establishing an administrative hearing process is to streamline the development review process and reduce overall costs by providing greater flexibility and frequency of hearing dates and reducing processing times. If the City Council does not establish an administrative hearing process, entitlement applications would continue to take significantly more time to process and hearings would be held less frequently and with less flexibility. This will slow down the development process and result in a requirement to increase the associated planning permit fees.

California Environmental Quality Act:

Staff has determined that the proposed Ordinance is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines. Introduction and adoption of this Ordinance is not subject to review under CEQA, pursuant to the “common sense exemption” that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines, § 15061(b)(3)) A “significant effect on the environment” means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project. (CEQA Guidelines, § 15382.) This Ordinance would establish an administrative hearing process, but would not permit any particular project. Therefore, it can be seen with certainty that there is no possibility that the Ordinance in question may have a significant effect on the environment; accordingly, the Ordinance is exempt from CEQA review.

Moreover, this Ordinance is not a “project” under CEQA per Section 15378(b)(5) of the CEQA Guidelines. Section 15378(b)(5) of the CEQA Guidelines excludes from the definition of “project” “[o]rganizational and administrative of governments that will not result in direct or indirect physical changes in the environment.” The subject of this Ordinance is the establishment of the Zoning Administrator and discontinuance of the Planning Commission, which is both an organizational and administrative change. Further, this Ordinance would not permit any particular project and, therefore, would not result in direct or indirect physical changes in the environment. Therefore, this Ordinance is not a “project” under CEQA Guidelines Section 15378 and, accordingly, is exempt from CEQA review.

Recommendation:

- 1) Conduct a public hearing and move to close the hearing following comments.

- 2) Consider the Exemption in accordance with the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) and CEQA Guidelines Section 15378(b)(5) (Not a Project).
- 3) City Attorney shall read aloud title of Ordinance No. 38.834.
- 4) Move to waive the first reading beyond the title and introduce Ordinance No. 38.834 Amending Milpitas Municipal Code Title XI, Chapter 10, Section 2 (“Definitions”), Section 13 (“Special Uses”), Section 15 (“Special Events and Activities”), Section 24 (“Signs”), Section 53 (“Off-Street Parking Regulations”), Section 55 (“Exceptions”), Section 57 (“Applications”), and Section 64 (“Development Review Process”)

Attachments:

- a) Planning Commission Resolution No. 19-016
- b) Proposed City Council Ordinance No. 38.834 – for Introduction

PLEASE NOTE:

This copy of Ordinance No. 38.834 is a “redlined” version for your convenience. Text additions are designated by an underline and text deletions are designated with a strikethrough.

REGULAR

NUMBER: 38.834

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING SECTIONS OF CHAPTER 10 OF TITLE V OF THE MILPITAS MUNICIPAL CODE ESTABLISHING AN ADMINISTRATIVE HEARING PROCESS AND DISCONTINUING THE PLANNING COMMISSION SUBCOMMITTEE

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

RECITALS AND FINDINGS:

WHEREAS, in late 2018, the City retained the Matrix Consulting Group to assess the organizational structure, staffing levels, service delivery, and user fees related to the development review, permitting, and inspection process; and

WHEREAS, City staff and the Matrix Consulting Group presented the report's analysis and recommendations to City Council on April 16, 2019; and

WHEREAS, one of the recommendations in the report for the Planning Department is to designate a member of the Planning Department staff as a zoning hearing officer, also known as a zoning administrator, and the City has determined that an appropriate designation would be the Planning Director or his or her designee; and

WHEREAS, a zoning administrator would streamline the review process for minor entitlement applications that currently require Planning Commission Subcommittee approval. Moreover, the zoning administrator would conduct public hearings on a regular basis for the review and subsequent approval or denial of minor entitlement applications, providing greater flexibility and frequency of hearing dates and reducing processing times of minor entitlement applications; and

WHEREAS, on April 16, 2019, the City Council considered the report prepared by the consultant and directed staff to prepare a zoning ordinance to implement the report's recommendation; and

WHEREAS, the City has prepared a Zoning Amendment ("Amendment") to the City's Municipal Code, including refinements to Section XI-10-2 ("Definitions"), Section 13 ("Special Uses"), Section 15 ("Special Events and Activities"), Section 24 ("Signs"), Section 53 ("Off-Street Parking Regulations"), Section 55 ("Exceptions"), Section 57 ("Applications"), and Section 64 ("Development Review Process"); and

WHEREAS, on May 22, 2019, the Planning Commission of the City of Milpitas held a lawfully noticed public hearing to solicit public comment and consider the proposed Amendment, take public testimony, and make a recommendation to the City Council on the proposed Amendment.

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. CALIFORNIA ENVIRONMENTAL QUALITY ACT

Based on its review of the entire record, including the staff report, public comments and testimony presented to the Planning Commission and City Council, and the facts outlined below, the City Council hereby finds and determines that this Ordinance has been assessed in accordance with the California Environmental Quality Act (Cal. Pub. Res. Code, § 21000 et seq.) ("CEQA") and the State CEQA Guidelines (14 Cal. Code Regs., § 15000 et seq.) and is categorically exempt from CEQA under CEQA Guidelines, § 15061(b)(3), which exempts from CEQA any project where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This Ordinance would establish an administrative hearing process, but would not permit any particular project. Therefore, it can be seen with certainty that there is no possibility that the Ordinance in question may have a significant effect on the environment; accordingly, the Ordinance is categorically exempt from CEQA.

Moreover, this Ordinance is not a "project" under CEQA per Section 15378(b)(5) of the CEQA Guidelines. Section 15378(b)(5) of the CEQA Guidelines excludes from the definition of "project" "[o]rganizational and administrative of governments that will not result in direct or indirect physical changes in the environment." The subject of this Ordinance is the establishment of the zoning administrator and discontinuance of the Planning Commission Subcommittee, which is

both an organizational and administrative change. Further, this Ordinance would not permit any particular project and, therefore, would not result in direct or indirect physical changes in the environment. Therefore, this Ordinance is not a “project” under CEQA Guidelines Section 15378 and, accordingly, is exempt from CEQA review.

SECTION 3. GENERAL PLAN CONSISTENCY

The proposed Zoning Amendment to establish a zoning administrator is an implementation action that will improve the City’s fiscal sustainability because it will reduce expenses for the applicant and the City by reducing the timeline associated with application processing and the corresponding reduction in permitting costs. This is consistent with Land Use Guiding Principle 2.a-G-11, which aims to promote land use policy and implementation actions that improve the City’s fiscal sustainability. Establishing a zoning administrator will not conflict with or impede achievement of any of the goals, policies, or land use designations established in the General Plan. Therefore, this Zoning Amendment to establish the zoning administrator is consistent with the General Plan, specifically, Land Use Guiding Principle 2.a-G-11

SECTION 4. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 2

The following entries in Title XI, Chapter 10, Section 2 “Definitions,” Subsection XI-10-2.02 “General Definitions,” of the Milpitas Municipal Code are hereby amended to read as follows:

- L. The words "Planning Commission" or "Commission" shall mean the City Planning Commission.
- ~~M. The words "Planning Commission Subcommittee" or "PC Subcommittee" shall mean the City Planning Commission Subcommittee.~~
- MN. The word "Council" shall mean the City Council, the governing body of the City.
- NO. The word "City" shall mean the City of Milpitas.
- OP. The word "County" shall mean the County of Santa Clara.
- PQ. The word "State" shall mean the State of California.
- QR. The words "Zoning Ordinance" or "this Chapter" or "Zoning Code" shall mean Title XI, Chapter 10 of the municipal code of the City.
- RS. The words "General Plan" shall mean the General Plan of the City.
- ST. The word "code" shall mean the municipal code of the City.
- TU. Unless otherwise indicated, reference in this Chapter to whole numbers of sections includes all of the decimal-numbered paragraphs listed under such whole number section; i.e., a reference to Section 1.00 includes Subsections 1.01, 1.01-1 where the same are applicable.
- UV. The word "lot" includes "plot".
- VW. The word "building" includes "structure" except as specified.
- WX. The words "Enforcement Officer" means that person or persons specifically designated by the City Manager to enforce the provisions of this Chapter.
- X. The words “Zoning Administrator” shall mean the City Zoning Administrator.

SECTION 5. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE IX, CHAPTER 10, SECTION 13

Title XI, Chapter 10, Section 13 “Special Uses,” Subsection XI-10-13.11(D)(2) “Temporary Uses and Structures” of the Milpitas Municipal Code is hereby amended to read as follows:

For temporary seasonal sales located on church/religious sites and school sites within residential (R) zoning districts, the Zoning Administrator ~~Planning Commission Subcommittee~~ may approve the request through a Minor Site Development Permit.

SECTION 6. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 15

Title XI, Chapter 10, Section 15 “Review Requirement.”; Table XI-10-15.03-1 “Review Requirements for Special Events” of the Milpitas Municipal Code is hereby amended to read as follows:

Threshold for review	Planning Director or Designee	Planning Commission Subcommittee Zoning Administrator	Hearing Officer
<p align="center">Minor Events</p> <ul style="list-style-type: none"> •Any Special Event with or without amplified sound that does not exceed four consecutive days (including set up and tear down).•Block parties on a residential street.¹ 	X		
<p align="center">Major Events</p> <ul style="list-style-type: none"> •Any Special Event that exceeds four consecutive days (including set up and tear down); up to seven days with or without amplified sound and/or street closures or any event that anticipates crowds exceeding 1,000 people.² 	X		
<p align="center">Multiple Reviews</p> <ul style="list-style-type: none"> •Recurring Special Events (up to four events per calendar year): Applicant may request a one-time review and issuance of a Special Event Permit for events which occur up to four times per calendar year for a permissible duration of four consecutive days for each recurring event.³ •Multi-Year Events: Applicant may request a Special Event Permit good for up to three years for Special Events that will be held annually, for up to three consecutive years in the same location. Applicant must demonstrate that the same event location, layout, date and times are adhered to for each event.³ 	X	X	
<p align="center">Appeals or Revocations</p> <ul style="list-style-type: none"> •Hearing on a notice of decision to deny an application for Special Event Permit or to revoke or appeal a Special Event Permit.⁴ 		<u>X</u>	<u>X</u>

³ Planning Director may recommend to ~~Zoning Administrator~~ ~~Planning Commission Subcommittee~~ for review and approval.

⁴ Appeals to ~~the Zoning Administrator~~ ~~Hearing Officer~~ may only occur after denial or revocation by the Planning Director or designee.

SECTION 7. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 24

The following entry in Title XI, Chapter 10, Section 24 “Signs,” Subsection XI-10-24.03(C) “General Regulations” of the Milpitas Municipal Code is hereby amended to read as follows:

C. Design Guidelines. In considering the appropriateness of the design proposed for any sign as provided in this Section, the following criteria shall be utilized by the Planning Commission, ~~Zoning Administrator~~ ~~Planning Commission Subcommittee~~ and Planning staff:

SECTION 8. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 53

The following entry in Title XI, Chapter 10, Section 53 “Off-Street Parking Regulations,” Subsection XI-10-53.05(B) “Maintenance of Off-Street Parking” of the Milpitas Municipal Code is hereby amended to read as follows:

B. Temporary Sales, Storage and Advertising. The sale or storage of merchandise in permissive parking areas may be allowed by the ~~Zoning Administrator~~ ~~Planning Commission Subcommittee~~ through the approval of a Minor Site Development Permit and subject to such reasonable conditions as may be deemed necessary by the Planning Commission to ensure adequate parking, access and circulation.

SECTION 9. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 53

The following entry in Title XI, Chapter 10, Section 53 “Off-Street Parking Regulations,” Subsection XI-10-54.10(C)(2)(a) “Maintenance of Off-Street Parking” of the Milpitas Municipal Code is hereby amended to read as follows:

- a. For any nonresidential or new multi-family projects and single-family tract projects within a zoning district combined with the "S" Overlay District, fences at the rear and side yards may be eight (8) feet maximum height when approved by the ~~Zoning Administrator~~ ~~Planning Commission~~ through a Site Development Permit.

SECTION 10. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 55

The following entry in Title XI, Chapter 10, Section 55 "Exceptions," Subsection XI-10-55.03(8)(e) "Rear Yard – Building Additions for R1 and R2" of the Milpitas Municipal Code is hereby amended to read as follows:

- e. Applications for building permit pursuant to this section shall provide the Planning Division with sufficient information to determine the remaining rear yard set-back and coverage of the required rear yard area as specified in (a) through (c) above. Building additions proposed for all legal, conforming single-family and two-family dwellings in the Valley Floor Residential districts require review and approval by the Planning Division or ~~Zoning Administrator~~ ~~Planning Commission Subcommittee~~, pursuant to Section 57.03, Site Development Permits and Minor Site Development Permits, of this Chapter.

SECTION 11. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 57, SUBSECTION XI-10-57.03 (B)(1)(a)

The following entries in Title XI, Chapter 10, Section 57 "Applications," Subsection XI-10-57.03(B)(1)(a) "Review by Planning Commission" of the Milpitas Municipal Code are hereby amended to read as follows:

- a. Review by ~~Zoning Administrator~~ ~~Planning Commission~~. The ~~Zoning Administrator~~ ~~Planning Commission~~ has the authority to review Site Development Permits, subject to the concurrent review and appeal provisions of Section XI-10-64.04-1, Consideration of Concurrent Applications, and Section XI-10-64.05, Appeals, of this Chapter.

SECTION 12. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 57, SUBSECTION XI-10-57.03(B)(2)

The following entries in Title XI, Chapter 10, Section 57 "Applications," Subsection XI-10-57.03(B)(2) "Minor Site Development Permits" of the Milpitas Municipal Code are hereby amended to read as follows:

Minor Site Development Permits. Either Planning staff or ~~Zoning Administrator~~ ~~the Planning Commission Subcommittee consisting of two (2) Planning Commissioners~~ has the authority to review Minor Site Development Permits, subject to the concurrent review and appeal provisions listed above [Section XI-10-57.07(B)(1)] and Section XI-10-57.07(C)(2), Applicability, or when another section of this Title requires such review. When the ~~Zoning Administrator~~ ~~Planning Subcommittee~~ determines that it is in the public interest for the Minor Site Development Permit application to be considered by the Planning Commission, the ~~Zoning Administrator~~ ~~Planning Subcommittee~~ shall forward the application to the Planning Commission for review in the same manner as Site Development Permits, as described in subsection XI-10-57.03(E)(1), Review Procedures, Site Development Permits, below. No public hearing is necessary for a Minor Site Development Permit when heard by the ~~Zoning Administrator~~ ~~Planning Commission Subcommittee~~.

SECTION 13. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 57, SUBSECTION XI-10-57.03(C)(2)

The following entries in Title XI, Chapter 10, Section 57 "Applications," Subsection XI-10-57.03(C)(2)(a) and (d) "Minor Site Development Permits" of the Milpitas Municipal Code are hereby amended to read as follows:

- a. Review by ~~Zoning Administrator~~ ~~Planning Commission Subcommittee~~:
- i. Any deletion or amendment of a previously imposed condition of approval for a Minor Site Development Permit approved by the ~~Zoning Administrator~~ ~~Planning Commission Subcommittee~~.

- ii. Review for certain alterations or additions to residential, nonresidential and mixed-use sites/buildings, as indicated in Table XI-10-57.03-1, Additions or Alterations Requiring Minor Site Development Permits. Projects that exceed the threshold for planning staff review, as indicated in Table XI-10-57.03-1, Additions or Alterations Requiring Minor Site Development Permits.

- d. Planning Division staff may require review by the ~~Zoning Administrator~~Planning Commission Subcommittee at their discretion.

SECTION 14. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 57, TABLE XI-10-57.03-1

The following entry in Title XI, Chapter 10, Section 57 “Applications,” Table XI-10-57.03-1 “Additions or Alterations Requiring Minor Site Development Permits” of the Milpitas Municipal Code is hereby amended to read as follows:

Project Type	Zoning Administrator <u>Planning Commission Subcommittee</u>	Staff review
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SECTION 15. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 57

The following entries in Title XI, Chapter 10, Section 57 “Applications,” Subsection XI-10-57.03(E) “Review Procedures” of the Milpitas Municipal Code are hereby amended to read as follows:

E. Review Procedures.

1. Site Development Permit.

- a. The ~~Zoning Administrator~~Planning Commission shall hold a public hearing on said application upon such notice as is required in Section XI-10-64, Development Review Process, of this Chapter.
- b. After conclusion of the hearing, the ~~Zoning Administrator~~Planning Commission may approve the application, approve it subject to such conditions as the ~~Zoning Administrator~~Planning Commission may impose, or disapprove the application.

For applications requiring City Council approval, the Planning Commission shall forward its recommendation to the City Council.

- i. The Planning Commission may impose such conditions as it deems necessary to protect the best interests of the surrounding property, of the neighborhood, and as it deems in conformity with the requirements of the General Plan.

2. Minor Site Development Permit.

- a. Review by ~~Zoning Administrator~~Planning Commission Subcommittee. The ~~Zoning Administrator~~Planning Commission Subcommittee shall indicate by action minutes whether the proposed site plan for a project shall be approved, approved with modifications and/or conditions, or denied.
 - i. ~~The Zoning Administrator~~Planning Commission Subcommittee may require review by the Planning Commission at its discretion.
 - ii. ~~If the Planning Commission Subcommittee members disagree on a decision for a project, then the project will be placed on the agenda for Planning Commission review, with no additional fees required.~~
- b. Review by Planning Division. The Planning Division staff shall make investigations as necessary to determine whether or not the proposed project conforms or may be conditioned to conform fully to the intent of the Zoning and Sign Ordinances.

SECTION 16. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 57, SUBSECTION XI-10-57.04

The following entries in Title XI, Chapter 10, Section 57 “Applications,” Subsection XI-10-57.04 “Conditional Use Permits and Minor Conditional Use Permits” of the Milpitas Municipal Code are hereby amended to read as follows:

A. Purpose and Intent.

2. It is the purpose of the Minor Conditional Use Permit process to provide for the streamlined review of uses that may have an impact on the surrounding environment and require discretionary review, but due to their nature, scale or location, do not require discretionary consideration by the full Planning Commission. Either the ~~Zoning Administrator Planning Commission Subcommittee~~ or Planning staff has the authority to review Minor Conditional Use Permits. The Minor Conditional Use Permit process has as its purpose the same goals for uses described for the Conditional Use Permit process above.

B. Authority.

2. Minor Conditional Use Permits. Minor Conditional Use Permits may be approved either by the ~~Zoning Administrator Planning Commission Subcommittee~~ or administratively by Planning staff.
 - a. Review by the ~~Zoning Administrator Planning Commission Subcommittee~~. The ~~Zoning Administrator Planning Commission Subcommittee~~ has the authority to approve Minor Conditional Use Permits for those uses listed in the use tables of the Zoning Ordinance. Such approvals shall be subject to the concurrent review and appeal provisions of Section XI-10-64, Development Review Process, of this Chapter.

SECTION 17. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 64, TABLE XI-10-64.02-1

Title XI, Chapter 10, Section 64 “Development Review Process,” Table XI-10-64.02-1 “Decision-Making Body and Role” of the Milpitas Municipal Code is hereby amended to read as follows:

**Table XI-10-64.02-1
Decision-Making Body and Role ¹**

Type of Permit or Decision	Procedures are found in:	Planning Division	Zoning Administrator Planning Commission Subcommittee	Hearing Officer	Planning Commission	City Council
Land Use Permits and other Development Entitlements						
Staff Review ²		Issuance			Appeal	Appeal
Conditional Use Permits	XI-10-57.04				Decision	Appeal
Development Agreements					Recommend	Decision
Minor Conditional Use Permits (Zoning Administrator Planning Commission Subcommittee)	XI-10-57.04		Decision		Appeal	Appeal
Minor Conditional Use Permits (Staff Review)	XI-10-57.04	Decision			Appeal	Appeal
Minor Site Development Permits (Zoning Administrator Planning)	XI-10-57.03		Decision		Appeal	Appeal

Commission Subcommittee)						
Minor Site Development Permits (Staff Review)	XI-10-57.03	Decision	<u>Appeal</u>		Appeal	Appeal
Mobile Home Park Conversion Permit	Title XI, Chapter 20				Recommend	Decision
Planned Unit Development	XI-10-54.07				Recommend	Decision
Site Development Permits	XI-10-57.03		<u>Decision</u>		Appeal <u>Decision</u> Recommend ³	Appeal Decision ₃
Special Event Permits	XI-15.03	Decision	<u>Appeal</u>	<u>Appeal</u>		
Variances	XI-10-57.06				Decision	Appeal
Zoning Ordinance Administration and Amendments						
General Plan Amendments	XI-10-57.02				Recommend	Decision
Specific Plan Amendments	XI-10-57.02				Recommend	Decision
Zoning Amendments	XI-10-57.02				Recommend	Decision

¹ "Recommend" means that the decision-making body makes a recommendation to a higher decision-making body; "issuance" means that the permit is a ministerial action that is issued by the decision-making body; "decision" means that the decision-making body makes the final decision on the matter; "appeal" means that the decision-making body may consider and decide upon appeals to the decision of an earlier decision-making body. Any decision by the Zoning Administrator may be appealed to the Planning Commission and any decision by the Planning Commission may be appealed to the City Council as specified in Section XI-10-64.05, Appeals and Title I, Chapter 20, of the City's Municipal Code.

² Includes Home Occupation Permits (Section XI-10-13.05), Minor Site Development Permits (Section XI-10-57.03) reviews requiring building permits and other reviews by Planning Division staff not requiring a building permit or review by other decision-making bodies. Any appeal shall first be to the Planning Commission. The Planning Commission's decision, in turn, may be appealed to the City Council, whose decision shall be final.

³ Refer to Section XI-10-45.09 regarding the process for projects within the "H" Hillside Overlay District.

SECTION 18. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 64, SUBSECTION XI-10-64.03(C)

Title XI, Chapter 10, Section 64 "Development Review Process," Subsection XI-10-64.03(C) "Consideration of Concurrent Applications" of the Milpitas Municipal Code is hereby amended to read as follows:

- C. Omitting ~~Zoning Administrator~~Planning Commission Subcommittee Review. In order to eliminate redundant review and an unnecessary lengthening of the discretionary review process, it is appropriate to eliminate Zoning Administrator~~Planning Commission Subcommittee~~ review of some applications. When combined applications are being processed for a project, and both Planning Commission and Zoning Administrator~~Planning Commission Subcommittee~~ review are required, Zoning Administrator~~Planning Commission Subcommittee~~ review shall be omitted and Planning Commission review substituted.

SECTION 19. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 64, TABLE XI-10-64.04-1

Title XI, Chapter 10, Section 64 "Development Review Process," Table XI-10-64.04-1 "Public Hearing Requirements" of the Milpitas Municipal Code is hereby amended to read as follows:

Project ¹	Notification Required Radius	Community Meeting Required ²
Conditional Use Permit	1,000 feet	No
Development Agreements	300 feet	No

Environmental Impact Report	1,000 feet	No ³
General Plan Amendment	1,000 feet	Yes
Mobile Home Park Conversion Permit	Within the mobile home park	Yes
Minor Conditional Use Permit ⁴	300 ,000 feet	No
Site Development Permit	300 feet	No
Specific Plan Amendment	300 feet	No
Variance	500 feet	No
Zoning Amendment	1,000 feet	Yes

¹ Amendments to Conditional Use Permits, Development Agreements, Site Development Permits and Variances shall have the same requirements, unless otherwise noted.

² A community meeting shall be held prior to the public hearing.

³ Follow the requirements of the California Environmental Quality Act.

⁴ Only for Minor Conditional Use Permits issued by the ~~Zoning Administrator~~ ~~Planning Commission Subcommittee~~.

SECTION 20. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 64, SUBSECTION XI-10-64.07 (C) AND (E)

The following entries in Title XI, Chapter 10, Section 64 “Development Review Process,”; Subsection XI-10-64.07 “Extension of Time,” (C) and (E), of the Milpitas Municipal Code are hereby amended to read as follows:

- C. Processing Extension Requests. Extension requests for approved applications described in Section XI-10-57, Applications, of this Chapter shall be processed in the same manner as a new application, except that the extension request shall only be reviewed by the Planning Commission or ~~Zoning Administrator~~ ~~Planning Commission Subcommittee~~ for Minor Conditional Use Permits, as the decision-making authority. A request for an extension of time may be approved, conditionally approved or denied. If approved, conditions may be added to the approved application.
- E. Length of extension. The Planning Commission or ~~Zoning Administrator~~ ~~Planning Commission Subcommittee~~ shall only grant a single time extension within the time period specified in the approval or for eighteen (18) months if no time is specified.

SECTION 21. SEVERABILITY

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision, or part has no effect on the validity of the remainder.

SECTION 22. EFFECTIVE DATE AND POSTING

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance takes effect 30 days from the date of its passage. The City Council hereby directs the City Clerk to cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.

RESOLUTION NO. 19-016

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MILPITAS
RECOMMENDING THAT THE CITY COUNCIL ADOPT A CITY-INITIATED
ZONING TEXT AMENDMENT TO AMEND SECTIONS OF CHAPTER 10 OF TITLE
V OF THE MILPITAS MUNICIPAL CODE ESTABLISHING AN ADMINISTRATIVE
HEARING PROCESS AND DISCONTINUING THE PLANNING COMMISSION
SUBCOMMITTEE, AND MAKING CEQA FINDING OF EXEMPTION FROM
ENVIRONMENTAL REVIEW PURSUANT TO CEQA GUIDELINES SECTION
15061(B)(3)**

WHEREAS, the City of Milpitas, California (the “City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, California Government Code Section 65800 et seq. authorizes the adoption and administration of zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan; and

WHEREAS, in late 2018, the City retained the Matrix Consulting Group to assess the organizational structure, staffing levels, service delivery, and user fees related to the development review, permitting, and inspection process; and

WHEREAS, City staff and the Matrix Consulting Group presented the report’s analysis and recommendations to City Council on April 16, 2019; and

WHEREAS, one of the recommendations in the report for the Planning Department is to designate a member of the Planning Department staff as a Zoning Hearing Officer, also known as a Zoning Administrator; and

WHEREAS, a Zoning Administrator would streamline the review process for minor entitlement applications that currently require Planning Commission Subcommittee approval. Moreover, the Zoning Administrator would conduct public hearings on a regular basis for the review and subsequent approval or denial of minor entitlement applications, providing greater flexibility and frequency of hearing dates and reducing processing times of minor entitlement applications; and

WHEREAS, on April 16, 2019, the City Council considered the report prepared by the consultant and directed staff to prepare a Zoning Ordinance to implement the report’s recommendation; and

WHEREAS, the City has prepared a Zoning Amendment (“Amendment”) to the City’s Municipal Code, including refinements to Section XI-10-2 “Definitions”, Section 13 (“Special Uses”), Section 15 (“Special Events and Activities”), Section 24 (“Signs”), Section 53 (“Off-Street Parking Regulations”), Section 55 (“Exceptions”), Section 57 (“Applications”), and Section 64 (“Development Review Process”) of the Municipal Code; and

WHEREAS, the Planning Commission makes and accepts as its own the findings set forth in this resolution; and

WHEREAS, the Planning Commission is an advisory body to the City Council; and

WHEREAS, the Planning Commission hereby finds and determines that the project is exempt from further CEQA review pursuant to CEQA Guidelines section 15061(b)(3) (common sense exemption)); and

WHEREAS, on May 22, 2019, the Planning Commission held a duly noticed public hearing on the subject application, at which all those in attendance were given the opportunity to speak on the Zoning Text Amendment; and

WHEREAS, the Planning Commission has considered all of the written and oral testimony presented at the public hearing in making its decision; and

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

SECTION 1. Recitals.

The Planning Commission 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 Planning Commission. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2. CEQA Finding

The Planning Commission recommends that the City Council find, under CEQA Guidelines, Section 15378(b)(5) that this Ordinance is not a “project” under CEQA Section 15378(b)(5) of the CEQA Guidelines excludes from the definition of “project” “[o]rganizational and administrative of governments that will not result in direct or indirect physical changes in the environment.” The subject of this Ordinance is the establishment of the Zoning Administrator and discontinuance of the Planning Commission, which is both an organizational and administrative change. Further, this Ordinance would not permit any particular project and, therefore, would not result in direct or indirect physical changes in the environment. Therefore, this Ordinance is not a “project” under CEQA Guidelines Section 15378 and, accordingly, is exempt from CEQA review.

The Planning Commission recommends that the City Council find, under CEQA Guidelines, Section 15061(b)(3), that if this Ordinance is a project, it is nonetheless exempt from further environmental review because it is the adoption of an ordinance establishing an administrative hearing process, but would not permit any particular project. Therefore, it can be seen with certainty that there is no possibility that the Ordinance in question may have a significant effect on the environment; accordingly, the Ordinance is categorically exempt from CEQA.

SECTION 3. Findings for Zoning Amendment (Milpitas Municipal Code, Subsection XI-10-57-02(G)(3)) - *The Planning Commission makes the following findings based on the evidence in the public record in support of Zoning Text Amendment No. ZA19-0001:*

1. *The proposed amendment is consistent with the General Plan.*

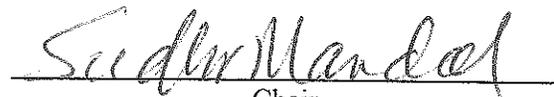
The proposed Zoning Text Amendment to establish a Zoning Administrator is an implementation action that will improve the City's fiscal sustainability because it reduces expenses for the applicant and the City, and expedites the timeline associated with application processing and the corresponding reduction in permitting costs. This is consistent with Land Use Guiding Principle 2.a-G-11, which promotes land use policy and implementation actions that improve the City's fiscal sustainability. Establishing a Zoning Administrator will not conflict with or impede achievement of any of the goals, policies, or land use designations established in the General Plan. Therefore, this Zoning Text Amendment is consistent with the General Plan, specifically, Land Use Guiding Principle 2.a-G-11.

2. *The proposed amendment will not adversely affect the public health, safety and welfare.*

The proposed Zoning Text Amendment to establish a Zoning Administrator will not adversely affect the public health, safety, and welfare because the amendment will retain the ability of a review authority to analyze land use, parking, noise, and other criteria to ensure that ensure that any new structures or uses are compatible with surrounding uses.

SECTION 4: The Planning Commission of the City of Milpitas hereby adopts Resolution No. 19-016 recommending that the City Council adopt Zoning Text Amendment ZA19-0003 based on the above Findings.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Milpitas on May 22, 2019.


Chair

TO WIT:

I HEREBY CERTIFY that the following resolution was duly adopted at a regular meeting of the Planning Commission of the City of Milpitas on May 22, 2019 and carried by the following roll call vote:

COMMISSIONER	AYES	NOES	ABSENT	ABSTAIN
Lawrence Ciardella		X		
Tim Alcorn	X			
Sudhir Mandal	X			
Demetress Morris		X		
Bill Chuan	X			
Steve Tao	X			
Evelyn Chua	X			

Item Attachment Documents:

16. Adopt a Resolution Approving an Amendment to the Bylaws Governing the Milpitas Planning Commission (Staff Contact: Rozalynne Thompson, 408-586-3278)

Recommendation: Adopt a resolution approving an amendment to the bylaws governing the Milpitas Planning Commission.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Approving an Amendment to the Bylaws Governing the Planning Commission of the City of Milpitas
Category:	Consent Calendar-Community Development
Meeting Date:	6/18/2019
Staff Contact:	Rozalynne Thompson, Senior Planner, 408-586-3278
Recommendation:	Adopt a resolution approving an amendment to the bylaws governing the Planning Commission of the City of Milpitas

Background:

On September 28, 2016, the City of Milpitas Planning Commission requested that City staff draft potential amendments to its bylaws for consideration. Staff worked with the Planning Commission to delete unnecessary provisions and clarify existing language. At the May 24, 2017 Planning Commission meeting, staff presented a revised version of the bylaws for recommendation to the City Council. On August 1, 2017, the City Council discussed the Planning Commission's recommended amendments to the bylaws. The City Council directed to staff to bring forward a Resolution to effectuate the proposed amendments.

As part of an update to City Council, staff prepared and presented a resolution, along with clean and redlined versions of the bylaws, to the City Council at its October 17, 2017 meeting. Staff recommended that City Council adopt a resolution approving all amendments to the bylaws. This item was agendized on the Consent Calendar and removed from the calendar for discussion, but was ultimately continued to the November 7, 2017 City Council meeting. Although this item was placed on the November 7, 2017 agenda, it was not heard by City Council and was directed to be continued to the following City Council meeting. This item was not placed on the agenda for the subsequent meeting, which was November 21, 2017 and remained unscheduled until the June 18, 2019 meeting.

Analysis:

Staff has prepared amendments to the bylaws according to the Planning Commission's recommendations. Further, in accordance with subsequent Council direction to streamline development review during the review and acceptance of the Community Development CSA Service Delivery Study prepared by Matrix Consulting Group, April 2019 recommendations by establishing an Administrative Hearing process, staff has deleted references to Planning Commission subcommittees given that an ordinance to discontinue the Planning Commission Subcommittee is before City Council for consideration. The changes to the bylaws will go in effect concurrently with the ordinance establishing the Administrative Hearing process, which is anticipated to be sometime in September 2019. A summary of the categories of the changes is listed below:

1. Amendments tracker. An introductory paragraph that tracks the Bylaws adoption and amendment dates, as well as the resolutions by which those actions were taken, in order to make it easier to trace the history of the document, has been added to the bylaws.
2. Delete unnecessary provisions. Milpitas Municipal Code Section I-500-1.08 authorizes the Planning Commission to adopt written rules and regulations, which are then approved by the City Council. The scope of these rules and regulations is limited to areas within the Planning Commission's authority. Since the Planning Commission is bound by the laws of the state of California (such as the Brown Act and the Public Records Act), as well as the laws of the City of Milpitas Municip

Code, there is no reason for the Planning Commission to include those laws in their bylaws. To avoid unnecessary duplication and conflict between bylaws and federal, state, and local laws, references to federal, state, and local laws have been removed.

3. Delete language referencing the Planning Commission Subcommittee. Given that an ordinance to establish and Administrative Hearing process (Zoning Administrator) and discontinue the Planning Commission Subcommittee is before City Council for consideration, all language reference to the Planning Commission Subcommittee has been deleted to reflect this organizational change.
4. Timing. Currently, some tasks have to be made at particular meetings, per the terms of the bylaws. Amendments have been made to allow such tasks to take place on a more flexible schedule. For example, the selection of a Chair and Vice-Chair is currently required to take place at the first regular Commission meeting in July. This is problematic if, for some reason, both July meetings happen to be canceled or there is only a special meeting called that month. Thus, it is recommended the provision be changed to allow for the selection of these officers at the first regular meeting in January or as soon thereafter as possible (see new Section 2.02). This procedure is consistent with the procedures for other City Commissions.
5. Attendance and punctuality. The bylaws currently require that, after three absences during a calendar year, a Planning Commissioner shall be reported to the City Clerk, who shall schedule a review of that Commissioner's attendance with the City Council. This process does not allow exceptions for, among other things, excused absences or illnesses, and dictates the City Council's review. The amendments allow more discretion to be exercised (see new Section 3.04).
6. Voting. Provisions limiting the Planning Commission's authority to alter have been removed.
7. Miscellaneous. Miscellaneous revisions have been made to correct and clarify existing language in the bylaws.

Policy Alternatives:

Alternative 1: Do not amend the Planning Commission bylaws

Pros: Continue existing rules and procedures

Cons: Redundant language and unnecessary provisions would remain in bylaws, amendment history untracked, and conflict with ordinance that would discontinue the Planning Commission Subcommittee.

Reason not recommended: As written, the Planning Commission bylaws contain redundant language and found in the Milpitas Municipal Code and unnecessary provisions. Amending the bylaws would clarify rules and procedures for the Planning Commission by deleting redundant language and unnecessary provisions. Further, the existing bylaws do not contain an amendment history. The proposed revisions include an introductory paragraph that tracks adoption and amendment dates to record the history of the document. Finally, given that an ordinance to discontinue the Planning Commission Subcommittee is before City Council, amendment of the bylaws would avoid conflict with the Milpitas Municipal Code on this issue.

California Environmental Quality Act:

The amendments to the Planning Commission bylaws are not a "project" under the California Environmental Quality Act per Section 15378(b)(2) of the CEQA Guidelines. Section 15378(b)(2) of the CEQA Guidelines excludes from the definition of "project" "[c]ontinuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making (except as they are applied to specific instances covered above)." The amendment of the Planning Commission bylaws is general policy and procedure making because it is a change to the rules and procedures that govern the operations of the Planning Commission. Further, these amendments would not permit any particular project and, therefore, would not result in direct or indirect physical changes in the environment. Therefore, this Ordinance is not a "project" under CEQA Guidelines Section 15378(b)(and, accordingly, is exempt from CEQA review.

Moreover, these amendments to the Planning Commission bylaws are not a “project” under CEQA per Section 15378(b)(5) of the CEQA Guidelines. Section 15378(b)(5) of the CEQA Guidelines excludes from the definition of “project” “[o]rganizational and administrative activities of governments that will not result in direct or indirect physical changes in the environment.” The subject of this amendments is the revision of the rules and procedures that govern the operation of the Planning Commission, which is an administrative activity. Further, the amendments to the bylaws would not permit any particular project and, therefore, would not result in direct or indirect physical changes in the environment. Therefore, this Ordinance is not a “project” under CEQA Guidelines Section 15378 and, accordingly, is exempt from CEQA review.

Recommendation:

Adopt a resolution approving an amendment to the bylaws governing the Planning Commission of the City of Milpitas.

Attachments:

1. Resolution with Exhibit A to Resolution (amended Planning Commission bylaws)
2. Redlined version of Planning Commission bylaws

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING AN AMENDMENT TO THE BYLAWS GOVERNING THE PLANNING COMMISSION OF THE CITY OF MILPITAS

WHEREAS, pursuant to Government Code Section 65100, the City Council of the City of Milpitas (the “City”) has created a Planning Commission to carry out enumerated planning activities on behalf of the City; and

WHEREAS, Section I-500-1.08 of the Milpitas Municipal Code provides that “[t]he Planning Commission shall adopt written rules and regulations as to the time, place and date of its regular meetings and shall adopt such rules and regulations as it deems necessary to conduct its business including rules of procedure,” which rules and regulations shall be submitted to the City Council for its review, modification, and approval or disapproval; and

WHEREAS, the rules and regulations currently governing the Planning Commission are found in the City of Milpitas Planning Commission Bylaws (the “Bylaws”), which were last updated in October 2004; and

WHEREAS, on May 24, 2017, at a duly-noticed public meeting, the Milpitas Planning Commission considered and discussed amendments to the Bylaws; and

WHEREAS, at said meeting, the Planning Commission adopted Planning Commission Resolution No. 495, recommending the City Council approve the revised Bylaws; and

WHEREAS, the amendments to the Bylaws are not a “project” under the California Environmental Quality Act (“CEQA”) per Section 15378(b)(2) and Section 15378(b)(5) of the CEQA Guidelines; and

WHEREAS, on June 18, 2019, the Milpitas City Council considered and discussed the proposed revised Bylaws; and

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 revised Bylaws (attached hereto and incorporated herein as **Exhibit ‘A’**), 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 finds that the revised Bylaws are acceptable as presented and will assist the Planning Commission in conducting its operations with efficiency and professionalism.

3. The City Council, based on the above findings, hereby approves the revised Bylaws as presented in **Exhibit A**.

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

- AYES:
- NOES:
- ABSENT:
- ABSTAIN;:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

**CITY OF MILPITAS
PLANNING COMMISSION
BYLAWS**



June 2019

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BYLAWS of the CITY OF MILPITAS PLANNING COMMISSION

The City Council of the City of Milpitas has approved the following Bylaws of the Planning Commission of the City of Milpitas (the “Planning Commission”) by adoption of Resolution 7187, as amended by Resolution 7477. In addition to the rules and procedures set forth herein, the Brown Act, the Public Records Act, and all other applicable statutes and laws likewise govern the Planning Commission, including Milpitas Municipal Code (“MMC”) Title I, Section 500, which governs the formation and operation of the Planning Commission.

Section 1 - Preface

Pursuant to MMC Section I-500-1.08, the Planning Commission shall adopt written rules and regulations as to the time, place and date of its regular meetings and shall adopt such rules and regulations as it deems necessary to conduct its business including rules of procedure. Such rules and regulations shall be consistent with the laws of the State of California or with the ordinances, resolutions or regulations of the City of Milpitas. These bylaws are prepared to serve this purpose. Any modifications to these provisions must be consistent with the underlying Code provisions, as well as all applicable laws.

The City Council of the City of Milpitas established the Planning Commission and granted to it responsibilities in the area of land use, redevelopment issues, and planning permit decisions. The intent of these bylaws is to assist and be used by the Planning Commission in performing its duties and conducting its meetings. Failure to adhere strictly to a provision of the bylaws shall not, in and of itself, invalidate any action of the Planning Commission or the City Council, nor shall it constitute a violation of law or procedure nor provide a basis for any claim or cause of action against the City. If a conflict arises between these bylaws and the MMC, the MMC shall control.

Section 2 – Commission Officers and Duties

2.01 Officers

The officers of the Planning Commission shall consist of a Chair, Vice-Chair, and a Secretary.

2.02 Selection

At its first regular meeting held for the transaction of business during January, or as soon thereafter as may be possible, the Planning Commission shall elect a Chair and a Vice Chair for such calendar year. When a vacancy exists in the office of Chair or Vice Chair, the Planning Commission shall elect a member to serve in such capacity for the remainder of the calendar year. The City of Milpitas staff liaison to the Planning Commission shall serve as the Planning Commission Secretary. The Secretary shall preside over the election of the Planning Commission officers. Election of the officers shall be placed on the agenda after approval of the agenda.

2.03 Duties

The duties of the Planning Commission officers shall be as follows:

Chair

The Chair shall preside over all meetings of the Planning Commission.

Vice Chair

The Vice-Chair shall assist the Chair in the execution of his or her office and act in his or her absence.

Secretary

It shall be the duty of the Secretary to keep records of all meetings of the Planning Commission.

Section 3 - Meetings

3.01 Regular Meetings

The Planning Commission regular meetings shall generally be the 2nd and 4th Wednesdays of each month at 7:00 p.m. in City Hall. The Planning Commission shall generally hold at least one (1) meeting per month. At the last regular meeting of the calendar year, the Planning Commission shall approve a meeting schedule for the upcoming year, which calendar may be subsequently amended if necessary.

3.02 Special Meetings

Special meetings of the Commission are meetings called in addition to those on the approved meeting schedule. Special meetings may be called by the Chair with the consent of at least three (3) other members or called with the consent of four (4) members of the Commission. The Brown Act requires the agenda for special meetings to be posted twenty-four (24) hours prior to the meeting. It is a policy of the Planning Commission to provide seventy-two (72) hours notice for special meetings, when possible, to allow staff

to prepare appropriate support materials. However, lack of seventy-two (72) hour notice will not preclude action if the Brown Act notice requirements are met.

3.03 Other Meetings

Workshops, study sessions, and retreats are meetings convened for informational purposes, Planning Commission training, and study sessions and do not require the Planning Commission to take any action. Such meetings shall be posted in the same manner as special meetings as described in Section 3.02.

3.04 Attendance and Punctuality

Commissioners are expected to arrive on time and be present for the entire meeting. Commissioners are important City officials whose actions and decisions will have long-term impacts on the quality of life of city residents and visitors. Therefore, only in rare, unavoidable circumstances should Commissioners miss meetings or workshops. Three (3) or more unexcused absences from meetings and/or workshops during a calendar year shall be reported to the City Clerk, who notifies the City Council of the Commissioner's attendance record. The City Council may choose to subsequently review of the Commissioner's performance to determine any extraordinary reasons or other explanations for the Commissioner's unexcused absences.

3.05 Quorum

A meeting cannot be conducted without a quorum of the Planning Commission. If enough Commissioners abstain due to a conflict of interest so as to lose a quorum, the Commission shall exercise the rule of necessity to regain a quorum, as allowed by law. Otherwise, disqualified Commissioners shall be chosen by a draw of straws until a quorum is reached. The Commissioner so chosen shall continue to participate in the meeting until that matter until is concluded.

Section 4 – Agendas and Minutes

4.01 Agenda Preparation and Distribution

Not less than nine (9) days prior to any regular scheduled meeting, the secretary of the Commission shall endeavor to prepare an agenda which shall list all matters to be considered by the Commission at the meeting for which the agenda is prepared. The agenda shall ideally be distributed no less than five (5) days prior to the scheduled meeting to all members of the Commission, staff, anyone requesting such agenda and to other persons as the Commission and City Council may direct. Failure to satisfy any of the deadlines herein shall not, in and of itself, invalidate any action of the Commission. Agendas shall be provided as required by the Brown Act.

4.02 Agenda Contents

The agenda shall contain the place, date and time of the meeting and items to be discussed at the meeting, consistent with the Brown Act.

Items can be placed on the agenda by staff as part of their responsibility in reviewing planning applications and administering city projects.

Any Commissioner may request the placement of an item on a future Commission agenda. Staff shall advise the Commission regarding the amount of time that may be necessary to prepare background materials related to the requested item and when the next available agenda opening would be. By majority vote, the Planning Commission may place the requested item on a future available agenda, providing at least seventy-two (72) hours prior to the meeting at which such item shall be considered in order to comply with the Brown Act and allow staff to prepare appropriate support materials. Items requiring additional public noticing will be placed on the next available agenda.

4.03 Minutes

The Planning Commission shall keep a record of its resolutions, transactions, findings and determinations. The Secretary shall maintain minutes of all proceedings. The meeting agenda and minutes are a public record and shall be available for inspection.

The minutes shall reflect the maker of the motion and the second for all actions. The vote of each Commissioner shall be recorded in the minutes.

Section 5 – Meeting Conduct

5.01 Purpose

The Planning Commission is a public agency with land use planning and decision-making duties. It is the policy of the Planning Commission to encourage free and open discussion of issues on a Planning Commission meeting agenda, but also to ensure that the Commission completes the agenda in a timely manner and in a process that accords courtesy and respect to all participants.

5.02 Rules

Robert’s Rules of Order, Revised, except where inconsistent with the express provisions of law, these bylaws, or other resolutions of the Commission, shall govern the conduct of meetings of the Commission.

5.03 Close of Public Hearing

No evidence shall be taken after the public hearing is closed on a matter.

5.04 Addressing the Commission

As per the Brown Act, the public may comment on any agenda item, however shall do so in the following manner:

Each person addressing the Commission is requested, but not required, to give his/her name and address in an audible tone of voice for the record and to provide the same on a speaker register used to prepare the meeting minutes. The speaker is requested to state whether he or she is appearing as a representative or in a professional capacity such as an attorney, engineer, etc., and to state the name of the individual or organization he or she is representing, if applicable. Unless additional time is granted by the Chair, all remarks

shall be limited to three (3) minutes and shall be addressed to the Commission as a body and not to any individual member thereof. The Chair may limit repetitive testimony in the interest of time. Only members of the Commission or the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Commission, except through the Chair. Any person who wishes to address the City Attorney or staff shall do so through the Chair and not pose questions or remarks to the Attorney or staff directly.

5.05 Motions

When making a motion, the following options are available:

- (a) Deny without prejudice
- (b) Deny with prejudice
- (c) Approval
- (d) Approval with conditions
- (e) Continue (table)

5.06 Voting

The Chair has the right to vote and make a motion on any issue before the Commission.

The vote of all Planning Commissioners, including the Chair, shall be recorded and no vote shall be taken in secret. All Planning Commissioners shall vote on an item when legally able to do so. Nothing herein shall preclude the Planning Commission from meeting or taking action in Closed Session in accordance with the requirements of the Brown Act.

5.07 Super-Majority Vote

Some planning actions, require a super-majority vote, i.e., the affirmative vote of not less than a majority of the total membership of the Planning Commission. The super-majority vote of the total membership of the Planning Commission requires the affirmative vote of four (4) of the seven (7) Planning Commissioners.

5.08 Tie-Vote, Lack of Majority Vote

A tie-vote occurs when there is an equal number of Commissioners who voted in favor of a motion as have voted not in favor of a motion, such as a 3-3 vote. A lack of majority vote occurs when less than half of the votes cast support the motion, such as a 3-4 vote. When either a tie-vote or lack of majority vote occurs, the motion fails, thereby resulting in no action. A majority vote is necessary to take action on an item, regardless of whether the Planning Commission has final authority or advisory authority. In all cases, the Planning Commission shall work towards formulating a majority recommendation. If this cannot be achieved, the Planning Commission shall clearly summarize their issues to provide direction to the applicant or to the City Council.

5.09 Abstentions

Prior to taking action, the Commission must receive and weigh all presented evidence and testimony. In cases where a Commissioner is not present for public testimony on an

item, the Commissioner should abstain from voting. This notwithstanding, in cases where an item has been continued from a meeting at which a decision-maker has been absent, the decision-maker can review the videotape of the meeting or the meeting minutes and participate in the continued hearing and vote.

A Planning Commissioner abstaining from voting shall state a reason.

5.10 Passing the Gavel

When neither the Chair nor the Vice Chair is present or able to vote due to a conflict of interest, the gavel shall be passed to the Commissioner with the longest years of service as the Chair Pro Tempore with authority to preside over the meeting and/or the agenda item.

5.11 Seating Arrangement

To encourage the integration of recently appointed Commissioners, a meeting seating arrangement shall be established by the Chair.

5.12 Exhibits

All exhibits filed in connection with any pending matter become part of the record of the proceedings and shall be retained subject to compliance with applicable records retention policies of the City.

5.13 Order of Procedure, Public Hearing Guidelines

The following guidelines are for general agenda items. Variations on the guidelines for public hearing items are noted in parentheses.

- Staff report
- Clarifying questions to staff
- Applicant presentation
- Clarifying questions from Commissioners to Applicant
- Public comment on item (Chair opens public hearing)
- Applicant responds to questions, comments for clarification, amplification (Close public hearing by motion of Commission)
- Commissioners deliberate, discuss the item
- Commissioners vote

The Chair may vary the order otherwise provided above.

5.14 Reports by Staff or its Consultants

Written reports by staff or its consultants shall be considered a part of the official record of the proceeding to which they relate. Copies of any such written report shall be made available to the public at any hearing held on the proceeding to which such report relates.

Section 6 – Commissioner Conduct

6.01 Purpose

The Planning Commission recognizes that differences of opinion are inherent in its land use subject matter and duties, whether they are differing opinions among Commissioners, or, between Commissioners and staff, or Commissioners and the public. The Commission also recognizes that discussion and resolution of such differences are often the basis for crafting land use decisions that are most appropriate for the City and its neighborhoods. It is the policy of the Planning Commission to recognize such differences and to provide a forum that allows them to be expressed in a respectful, courteous manner.

6.02 Recognition from Chair to Make Remarks

A Commissioner shall obtain recognition from the Chair and address all remarks including those to staff and the City Attorney to the Chair. Once a Commissioner has the floor, questions to the City Attorney and staff shall be directed through the chair.

6.03 Appropriate Remarks

A Commissioner should confine remarks to the merits of the pending question. All statements should have bearing on the adoption of the immediately pending question.

A Commissioner should refrain from offensive remarks directed towards another Commissioner or staff.

A Commissioner should not read lengthy passages from reports, books, quotations, etc., without permission of the Commission.

6.04 When to Withdraw a Motion

The maker of a motion who no longer supports his or her motion should ask permission to withdraw the motion. The maker of a motion may vote against the motion but cannot speak against it.

6.05 Courtesy to Others

A Commissioner should refrain from disrupting the Commission and give courteous attention to other speakers.

No member should speak a second time on a question if any member who has not yet spoken on the question wants to do so.

A Commissioner should be open to all concerns and listen to all participants with an open mind, even if he or she disagrees with them.

6.06 Ex-parte Communication

Commissioners are discouraged from suggesting any change to any project to the applicant or staff before the Commission as a whole considers the project. In addition, to ensure that all Commissioners receive the same information relative to a project that will be reviewed by the Commission, third party contacts are discouraged. Any such communications must be disclosed by the Commissioner at the Commission meeting prior to the item being considered.

6.07 Communications with the Press

When speaking to the press, Commissioners shall clearly state that they are speaking for themselves only and not for the Commission as a whole.

6.08 Professionalism

Commissioners are expected to exhibit a professional demeanor during public meetings at all times, to ensure decorum and respect to fellow Commissioners, City staff and the public.

6.09 Continued Training

Commissioners should continually strive to improve their land use knowledge and skills.

As funding is available, members of the Planning Commission are encouraged to annually attend the League of California Cities Planner's Institute and may additionally attend the League's Annual Conference. Alternatively, and subject to available funding, Planning Commissioners may choose to attend local conferences or trainings rather than the League's Conference if: (1) the conference or training is related to planning issues applicable in Milpitas, and (2) the amount of money expended by any one Commissioner does not exceed the cost of attending the two League Conferences, as budgeted for the year.

6.10 Meeting Preparation

The Milpitas General Plan provides a vision and policy framework for future development to of the city, and all Planning Commission decisions must be consistent with the adopted policies in the General Plan. The Zoning Ordinance is a tool used by City official and staff, including the Planning Commission, to implement the General Plan. These documents are Council-approved and legally binding, and each Planning Commissioner has a responsibility to read and comprehend both the General Plan and the Zoning Ordinance in order to make sound decisions on issues brought before the Commission.

The effectiveness of the Planning Commission requires the Commissioners thoroughly prepare themselves prior to a public meeting. This should include careful review of the agenda packets, additional research as needed, and calling upon Planning staff prior to the meeting for clarification and understanding of the projects and materials to be discussed.

6.11 Meeting Participation

Each Commissioner's input is important and valued. All Commissioners in attendance are expected to participate.

6.12 Position Justification

Public decisions must be accompanied with coherent reasons, as statements are incorporated into the legal record.

6.13 Staff and Commissioner Roles

Staff's Role

Planning staff's role is to provide the Commission with the information it needs to make an independent decision and to provide the Commission with a professional recommendation supported with analysis. Staff's responsibilities include public noticing and reviewing of applications for completeness and compliance with all local and state codes, including the California Environmental Quality Act (CEQA). In addition, staff shall assist with facilitating meetings.

Commissioner's Role

A Planning Commissioner's role is to review the information provided by staff, evaluate written and oral testimony provided by the general public and the applicant, to analyze the project proposal itself, and to make an independent decision which is in the best interests of the City and in conformance with applicable laws and regulations.

6.14 The Brown Act

The Brown Act is the California Open Meeting Law. The Planning Commission and Commissioners are subject to its provisions. Commissioners with questions should contact the City Attorney, the Planning Commission Chair or Planning staff.

6.15 Addressing Others

The appropriate title should be used when acknowledging a meeting participant, such as "Mr.," "Ms.," "Commissioner," "Chair," "Vice-Chair", etc. This shows respect, professionalism and avoids the appearance of favoritism.

6.16 Conflicts of Interest/Code of Ethics

The City Attorney may be able to provide advice on avoiding legal and perceived conflicts of interest. Questions on a possible conflict should be addressed to the City Attorney prior to the meeting. Any member of the Planning Commission who has a conflict of interest with an item on the agenda shall excuse him or herself prior to the introduction of the agenda item, as required by law.

If at a meeting, an unresolved issue arises as to whether a Planning Commissioner may have a conflict of interest on an agenda item, the Planning Commission may seek the advice of the City Attorney. The Planning Commission may continue the item to a future agenda for resolution of the matter, with consideration of any applicable Permit Streamlining Act provisions.

Each Commissioner should work towards maintaining the highest actual and perceived integrity level while sitting on the Commission. In addition, Planning Commissioners shall adhere to any applicable local regulations governing ethical conduct adopted by the City of Milpitas.

CITY OF MILPITAS
PLANNING COMMISSION
BYLAWS



June 2019

~~CITY OF MILPITAS~~
~~PLANNING COMMISSION~~
~~BYLAWS~~

~~October 2004~~

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**BYLAWS
of the
CITY OF MILPITAS PLANNING COMMISSION**

The City Council of the City of Milpitas has approved the following Bylaws of the Planning Commission of the City of Milpitas (the “Planning Commission”) by adoption of Resolution 7187, as amended by Resolution 7477. In addition to the rules and procedures set forth herein, the Brown Act, the Public Records Act, and all other applicable statutes and laws likewise govern the Planning Commission, including Milpitas Municipal Code (“MMC”) Title I, Section 500, which governs the formation and operation of the Planning Commission.

Section 1 - Preface

Milpitas Municipal Code (“MMC”) Title I, Section 500, governs the formation and operation of the Planning Commission. Pursuant to MMC Section I-500-1.08, As set forth in Title I, Chapter 500, Section 1.08 of the City of Milpitas Municipal Code (“Code”), the Planning Commission shall adopt written rules and regulations as to the time, place and date of its regular meetings and shall adopt such rules and regulations as it deems necessary to conduct its business including rules of procedure. Such rules and regulations shall ~~not~~ be ~~in~~consistent with the laws of the State of California or with the ordinances, resolutions or regulations of the City of Milpitas.⁺ These bylaws are prepared to serve this purpose. Any modifications to these provisions must be consistent with the underlying Code provisions, as well as all applicable laws.

The City Council of the City of Milpitas established the Planning Commission and granted to it responsibilities in the area of land use, redevelopment issues, and planning permit decisions. The intent of these bylaws are intended to assist and be used by the Planning Commission in performing its duties and conducting its meetings. Failure to adhere strictly to a provision of the bylaws shall not, in and of itself, invalidate any action of the Planning Commission or the City Council, nor shall it constitute a violation of law or procedure nor provide a basis for any claim or cause of action against the City. If a conflict arises between these bylaws and the City of Milpitas Municipal Code MMC, the MMCCode shall control.

Section 2—Adoption and Amendment

~~2.01—Planning Commission Adoption and Amendment~~

~~These bylaws shall be adopted by and may be amended by resolution of a majority of the Commissioners present at any Milpitas Planning Commission meeting.~~

~~2.02—City Council Adoption and Amendment~~

~~Upon adoption or amendment by the Planning Commission, such bylaws shall be submitted to the City Council for review. The City Council shall have the power to approve, disapprove or modify said bylaws, as it deems necessary.¹~~

Section 3 – Membership

3.01 — Composition

~~The Planning Commission shall consist of seven (7) members. The initial selection of the members shall be as set forth in a resolution approved by the City Council. Thereafter, the members shall be appointed by the majority of the City Council.~~¹

3.02 — Qualifications

~~At all times during the term of office, a Planning Commissioner shall be a registered voter of the City of Milpitas and a resident of the City of Milpitas. A Planning Commissioner shall not hold any other public office or employment in the government of the City of Milpitas.~~¹

3.03 — Application for Appointment

~~All applications for Planning Commissioners may be reviewed by any City Councilmember. In addition to any other process for the selection of Planning Commissioners, any City Councilmember may recommend to the Mayor a candidate for appointment to the Planning Commission from the entire pool of applicants.~~¹

3.04 — Terms of Office

~~The term of office for each Planning Commissioner shall be three (3) years, commencing on the first day of January and concluding on the 31st day of December of the third year thereafter. These regulations intend to preserve the concept of staggered terms for members of the Planning Commission (established by earlier City ordinances).~~¹

3.05 — Removal from Office

~~Any or all Planning Commissioners may be removed from office prior to the expiration of the normal term of office without cause upon an affirmative vote of three (3) City Councilmembers, at a regular meeting of City Council.~~¹

3.06 — Vacancy

~~Any vacancy on the Planning Commission shall be filled by the Mayor with the approval of the City Council within sixty (60) days of the date the vacancy is created. Any Commissioner appointed to fill a vacancy shall complete the unexpired portion of the normal term of the Commissioner whose office has become vacant.~~¹

~~Except in the case of a Commissioner who has been removed from office by vote of the City Council, a Commissioner shall remain in office until his/her successor has been appointed and takes office.~~

3.07—Compensation

~~Each Planning Commissioner shall receive compensation in the amount of \$100.00 for attending any regularly or specially scheduled Planning Commission meeting. Such compensation shall not be provided for attending subcommittee meetings.¹~~

Section 4—Subcommittees

4.01—Creation of Subcommittees

~~The Planning Commission may create subcommittees composed of at least two (2) members of the Planning Commission.¹~~

4.02—Minor Site, Architectural and Landscaping Modifications Subcommittee

Duties

~~The duties of this Subcommittee are set forth in XI-10-42.10 of the City of Milpitas Zoning Code and shall generally pertain to minor site modifications and modifications to architecture and landscaping.~~

Meetings

~~The Subcommittee meeting shall be held prior to the start of the regularly scheduled Planning Commission meeting. The agenda items for the Subcommittee shall be included on the Planning Commission agenda.~~

Attendance

~~The Subcommittee shall consist of two (2) members and an alternate. Attendance of the two (2) members at Subcommittee meetings is required and attendance of the alternate is highly recommended.~~

Terms

~~Subcommittee terms shall be a period of three months. The terms shall run from January 1st through March 31st, April 1st through June 30th, July 1st through September 30th, and October 1st through December 31st. At a regularly scheduled Planning Commission meeting, prior to the beginning of a new term, Planning staff shall announce the Subcommittee members serving on the upcoming term based on the rotation schedule below.~~

~~In order to avoid, where possible, having recently appointed Planning Commissioners with no previous experience on the Planning Commission serving on the Subcommittee, Planning staff shall assign to each Planning Commissioner upon appointment to the Planning Commission a position in the rotation schedule below. Each member of the Planning Commission shall begin his/her service on the Subcommittee as an alternate member for one term. The same Commissioner shall then occupy the 1st-active member position for a subsequent term, and proceed to the 2nd-active member position for the final~~

term of the rotation. Nine months of service completes a full rotation on the Subcommittee.

Subcommittee Term	Alternate	1 st Active	2 nd Active
January 1 st through March 31 st	A	B	C
April 1 st through June 30 th	G	A	B
July 1 st through September 31 st	F	G	A
October 1 st through December 31 st	E	F	G
January 1 st through March 31 st	D	E	F
April 1 st through June 30 th	C	D	E
July 1 st through September 31 st	B	C	D
October 1 st through December 31 st	A	B	C

Inability to Serve Due to Conflicts of Interest

In order to maintain the effectiveness of the Subcommittee, each Commissioner, prior to becoming a Subcommittee member, shall consult with the Planning staff and City Attorney to determine the likelihood of facing regular conflicts due to involvement in a real estate related profession. Should a Commissioner determine, based on the advice of the City Attorney, that s/he is likely to face regular conflicts of interest, the Commissioner shall abstain from participating on the Subcommittee as either a member or alternate. If a member cannot participate on the Subcommittee due to such a conflict, the Planning Commission Chair shall serve in his/her place. If the Chair cannot serve due to a conflict, then the Planning Commission Vice-Chair shall serve. If neither the Chair nor Vice Chair can serve due to such conflicts, the Commissioner with the longest years of service shall serve.

4.01 — Planning Commission Representation on City Subcommittees

Upon the request of the City Council or City staff, Planning Commission representation may be required on various City subcommittees, such as the Transportation Subcommittee and the Flood Plain Subcommittee. The appointment of a representative shall be made annually by the majority vote of the Planning Commission at the regularly scheduled meeting when the Chair and Vice Chair are appointed, unless a particular representative has been specified by the City Council.

Section 52 – Commission Officers and Duties

52.01 Officers

The officers of the Planning Commission shall consist of a Chair, Vice-Chair, and a Secretary.

52.02 Selection

At its first regular meeting held for the transaction of business during ~~July~~ January, ~~or as soon thereafter as may be possible,~~ the Planning Commission shall elect a Chair and a Vice Chair for such ~~fiscal~~ calendar year. When a vacancy exists in the office of Chair or Vice Chair, the Planning Commission shall elect a member to serve in such capacity for the remainder of the ~~fiscal~~ calendar year. The City of Milpitas staff liaison to the Planning Commission shall serve as the Planning Commission Secretary ~~unless the Planning Commission chooses to appoint its own secretary at said meeting.~~ The Secretary shall preside over the elections of the Planning Commission officers. Election of the officers shall be placed on the agenda after approval of the agenda.⁺

52.03 Duties

The duties of the Planning Commission officers shall be as follows:

Chair

The Chair shall preside over all meetings of the Planning Commission.

Vice Chair

The Vice-Chair shall assist the Chair in the execution of his or /her office and ~~to~~ act in his or /her absence.

Secretary

It shall be the duty of the Secretary to keep records of all meetings of the Planning Commission.

Section 6—Commission Duties

6.01—General Duties

The Planning Commission is the Planning agency for the City of Milpitas. The Planning Commission shall perform all of those duties related to planning and land use, which have been delegated to it by the City Council. These duties are set out in Title XI, Chapter 1 (subdivisions) and Title XI, Chapter 10 (zoning) of the City of Milpitas Municipal Code, and include such actions as making decisions on use permits, site and architectural reviews, variances, making recommendations on general plan, specific plan and zoning amendments, and participating in the CEQA compliance process.

Each Planning Commissioner and the Planning Commission shall have the following duties and powers:

- a. Those specifically authorized by the law of the State of California.[†]
- b. Such duties as are assigned to the Planning Commission by minute action, resolution, or ordinance of the City of Milpitas.[†]
- c. Such powers as are reasonable and necessary in order to enable the Planning Commission to fulfill and carry out its planning functions (see Government Code, Section 65102).[†]
- d. Such powers as are reasonable and necessary in order to enable the Planning Commission to advise the City Council with respect to redevelopment functions set forth in the Health and Safety Code, and to make recommendations regarding owner participation agreements.[†]

6.02—General Plan

The Planning Commission shall review, evaluate, and recommend for adoption a comprehensive, long range, general plan for the physical growth and development of the City of Milpitas and its environs.

6.03—Specific Plan

The Planning Commission shall review, evaluate, and recommend for adoption specific plans designed to effectuate and implement the General Plan.

Section 73 - Meetings

73.01 Regular Meetings

The Planning Commission regular meetings shall generally be the 2nd and 4th Wednesdays of each month at 7:00 p.m. in City Hall. The Planning Commission shall generally not hold less at least than one (1) meeting per month. At the last regular meeting of the calendar year, the Planning Commission shall approve a meeting schedule for the upcoming year, which calendar may be subsequently amended if necessary.[†]

~~Meetings of the Planning Commission Subcommittee are addressed in Section 7.03 below.~~

7.02 Special Meetings

Special meetings of the Commission are meetings called in addition to those on the approved meeting schedule. Special meetings may be called by the Chair with the consent of at least three (3) other members or called with the consent of four (4) members of the Commission. The Brown Act requires the agenda for special meetings to be posted twenty-four (24) hours prior to the meeting. It is a policy of the Planning Commission to provide seventy-two (72) hours notice for special meetings, when possible, to allow staff to prepare appropriate support materials. However, lack of seventy-two (72) hour notice will not preclude action if the Brown Act notice requirements are met.²

~~7.03~~ **3.03 Other Meetings**

Workshops

Workshops, study sessions, and retreats are meetings convened for informational purposes, Planning Commission training, and study sessions and do not require the Planning Commission to take any action. Such meetings shall be posted in the same manner as special meetings as described in Section 3.02. ~~Workshops and agendas posted for workshops are subject to the Brown Act.~~²

Emergency Meetings

~~The Brown Act allows for emergency meetings, however, given the Planning Commission's authority it is unlikely that this will be necessary.~~²

3.04 Attendance and Punctuality

Commissioners are expected to arrive on time and be present for the entire meeting. Commissioners are important City officials whose actions and decisions will have long-term impacts on the quality of life ~~in the of~~ city residents and visitors. Therefore, only in rare, unavoidable circumstances should Commissioners miss meetings or workshops. ~~If a Planning Commissioner misses~~ three (3) or more unexcused absences from meetings and/or workshops during a calendar year shall be reported to r, the Secretary shall forward this information to the City Clerk, who notifies the City to request Council review of the Commissioner's attendance record. The City Council may choose to subsequently review of the Commissioner's performance ~~purpose of this review will be to determine any extraordinary reasons or other explanations for the Commissioner's unexcused absences. The said review will be held during a regularly scheduled City Council meeting and at the conclusion of said review the City Council will hold a vote to determine if the Planning Commissioner should be removed from office.~~

~~7.05~~ **3.05 Quorum**

A meeting cannot be conducted without a quorum of the Planning Commission, ~~and a quorum shall consist of a majority of the entire Commission.~~ If enough Commissioner's abstain due to a conflict of interest so as to lose a quorum, the Commission shall exercise

the rule of necessity to regain a quorum, as allowed by law. Otherwise, disqualified Commissioners shall be chosen by a draw of straws until a quorum is reached. The Commissioner so chosen shall continue to participate in the meeting until that matter until is concluded.

Section 84 – Agendas and Minutes

84.01 Agenda Preparation and Distribution

Not less than nine (9) days prior to any regular scheduled meeting, the secretary of the Commission shall endeavor to prepare an agenda which shall list all matters to be considered by the Commission at the meeting for which the agenda is prepared. ~~This~~ The agenda ~~is a public record and shall ideally~~ be distributed no less than five (5) days prior to the scheduled meeting to all members of the Commission, staff, anyone requesting such agenda and to other persons as the Commission and City Council may direct. Failure to satisfy any of the deadlines herein shall not, in and of itself, invalidate any action of the Commission Agendas shall be provided as required by the Brown Act.

84.02 Agenda Contents

The agenda shall contain the place, date and time of the meeting and items to be discussed at the meeting, consistent with the Brown Act.²

Items can be placed on the agenda by staff as part of their responsibility in reviewing planning applications and administering city projects.

~~In addition, the City Attorney may recommend, where appropriate, pending litigation matters be placed on the agenda as closed session items, consistent with the Brown Act.~~²

Any Commissioner may request ~~to place~~ the placement of an item on a future Commission agenda. Staff shall advise the Commission ~~how much~~ regarding the amount of time that may be necessary to prepare background materials related to the requested item and when the next available agenda opening would be. By majority vote, the Planning Commission may place the requested item on a future available agenda, providing at least seventy-two (72) hours prior to the meeting at which such item shall be considered in order to comply with the Brown Act and allow staff to prepare appropriate support materials. Items requiring additional public noticing will be placed on the next available agenda.

~~The Chair shall have the authority to independently place items on the next available or other upcoming Commission agenda by presenting said items to the Secretary. It is a policy of the Planning Commission to provide seventy two (72) hours when possible to allow staff to prepare appropriate support materials.~~

~~Items of “immediate need” may be added to the agenda at the same meeting, subject to the provisions of the Brown Act.²~~

~~8.03~~ **4.03 Minutes**

The Planning Commission shall keep a record of its resolutions, transactions, findings and determinations. The Secretary shall maintain minutes of all proceedings. The meeting agenda and minutes are a public record and shall be available for inspection.

The minutes shall reflect the maker of the motion and the second for all actions. The vote of each Commissioner shall be recorded in the minutes.

Section ~~9.5~~ – Meeting Conduct

~~9.01~~ **5.01 Purpose**

The Planning Commission is a public agency with land use planning and decision-making duties. It is the policy of the Planning Commission to encourage free and open discussion of issues on a Planning Commission meeting agenda, but also to ensure that the Commission completes the agenda in a timely manner and in a process that accords courtesy and respect to all participants.

~~59.02~~ **Rules**

Robert’s Rules of Order, Revised, except where inconsistent with the express provisions of law, these bylaws, or other resolutions of the Commission, shall govern the conduct of meetings of the Commission.

~~95.03~~ **Close of Public Hearing**

No evidence shall be taken after the public hearing is closed on a matter. ~~The public hearing may be reopened to take additional evidence, at the discretion of the Commission, prior to action on the matter.~~

~~95.04~~ **Addressing the Commission**

As per the Brown Act², the public may comment on any agenda item, however shall do so in the following manner:

Each person addressing the Commission ~~shall~~ is requested, but not required, to give his/her name and address in an audible tone of voice for the record and ~~shall write to provide~~ the same on a speaker register used to prepare the meeting minutes. ~~He/she~~ The speaker is requested to ~~shall~~ state whether he or /she is appearing as a representative or in a professional capacity such as an attorney, engineer, etc., and ~~shall to~~ state the name of the individual or organization he or /she is representing, if applicable. Unless additional time is granted by the Chair, all remarks shall be limited to ~~two~~ three (23) minutes and shall be addressed to the Commission as a body and not to any individual member thereof. The Chair may limit repetitive testimony in the interest of time. ~~No person, other than~~ Only members of the Commission ~~and/or~~ the person having the floor, shall be

permitted to enter into any discussion, either directly or through a member of the Commission, except through the Chair. Any person who wishes to address the City Attorney or staff shall do so through the Chair and not pose questions or remarks to the Attorney or staff directly.

9.05 5.05 Motions

When making a motion, the following options are available:

- (a) Deny without prejudice
- (b) Deny with prejudice
- (c) Approval
- (d) Approval with conditions
- (e) Continue (table)

95.06 Voting

The Chair has the right to vote and make a motion on any issue before the Commission. ~~He/she need not exclaim his/her vote except to break a tie and if not exclaiming his/her vote, it will be recorded with the majority unless so designated otherwise.~~

The vote of all Planning Commissioners, including the Chair, shall be recorded and no vote shall be taken in secret. All Planning Commissioners ~~are required to~~ shall vote on an item when legally able to do so. Nothing herein shall preclude the Planning Commission from meeting or taking action in Closed Session in accordance with the requirements of the Brown Act.

95.07 Super-Majority Vote

Some planning actions, ~~such as approval recommendations for general plan or specific plan amendments,~~ require a super-majority vote, i.e., the affirmative vote of not less than a majority of the total membership of the Planning Commission. The super-majority vote of the total membership of the Planning Commission requires the affirmative vote of four (4) of the seven (7) Planning Commissioners.

95.08 Tie-Vote, Lack of Majority Vote

A tie-vote occurs when there is an equal number of Commissioners who voted in favor of a motion as have voted not in favor of a motion, such as a 3-3 vote. A lack of majority ~~of~~ vote occurs when less than half of the votes cast support the motion, such as a 3-4 vote. When either a tie-vote or lack of majority vote occurs, the motion fails, thereby resulting in no action. A majority vote is necessary to take ~~an~~ action on an item, regardless of whether the Planning Commission has final authority or advisory authority.

~~In the event of a tie vote, the Planning Commission may consider continuing the item in order to obtain of a majority vote. However, the tie vote shall be resolved in a timely manner to ensure no project is inadvertently deemed approved under the Permit Streamlining Act.~~

~~The failure of the Planning Commission to make a majority recommendation to the City Council regarding amendments to the General Plan results in the item not going forward~~

~~to the City Council, unless the applicant appeals.~~ In all cases, the Planning Commission shall work towards formulating a majority recommendation. If this cannot be achieved, the Planning Commission shall clearly summarize their issues to provide direction to the applicant or to the City Council.

95.09 Abstentions

Prior to taking action, the Commission must receive and weigh all presented evidence and testimony. In cases where a Commissioner is not present for public testimony on an item, the Commissioner should abstain from voting. This notwithstanding, in cases where an item has been continued from a meeting at which a decision-maker has been absent, the decision-maker can review the videotape of the meeting or the meeting minutes and participate in the continued hearing and vote.

~~A Planning Commissioner abstaining from voting shall state a reason. The abstention shall generally be counted as a vote with the majority. Examples of abstentions that would not be recorded as a vote for the motion include, but are not limited to, abstentions due to a conflict of interest, when an affirmative vote is required for the matter, or if the abstention would break a tie vote.~~

95.10 Passing the Gavel

When neither the Chair nor the Vice Chair is present or able to vote due to a conflict of interest, the gavel shall be passed to the Commissioner with the longest years of service as ~~a the Chair Pro Tempore with authority~~ Planning Commissioner to preside over the meeting and/or the agenda item.

95.11 Seating Arrangement

To encourage the integration of recently appointed Commissioners, a meeting seating arrangement shall be established by the Chair.

95.12 Exhibits

All exhibits filed in connection with any pending matter become part of the record of the proceedings and shall be retained subject to compliance with applicable records retention policies of the City.

95.13 Order of Procedure, Public Hearing Guidelines

The following guidelines are for general agenda items. Variations on the guidelines for public hearing items are noted in parentheses.

- Staff report
- Clarifying questions to staff
- Applicant presentation
- Clarifying questions from Commissioners to Applicant
- Public comment on item (Chair opens public hearing)
- Applicant responds to questions, comments for clarification, amplification (Close public hearing by motion of Commission)
- Commissioners deliberate, discuss the item
- Commissioners vote

The Chair may vary the order otherwise provided above.

95.14 Notice of Hearings

~~The Commission may require a notice in addition to that required by law. In such cases, the Chair shall direct that notice be given by a specified method. Failure to provide this additional notice shall not be grounds for the Planning Commission to deny or not consider the request.~~

9.15—Reports by Staff or its Consultants

Written reports by staff or its consultants shall be considered a part of the official record of the proceeding to which they relate. Copies of any such written report shall be made available to the public at any hearing held on the proceeding to which such report relates.

Section ~~10-6~~ – Commissioner Conduct

106.01 Purpose

The Planning Commission recognizes that differences of opinion are inherent in its land use subject matter and duties, whether they are differing opinions among Commissioners, or, between Commissioners and staff, or Commissioners and the public. The Commission also recognizes that discussion and resolution of such differences are often the basis for crafting land use decisions that are most appropriate for the City and its neighborhoods. It is the policy of the Planning Commission to recognize such differences and to provide a forum that allows them to be expressed in a respectful, courteous manner.

106.02 Recognition from Chair to Make Remarks

A Commissioner shall obtain recognition from the Chair and address all remarks including those to staff and the City Attorney to the Chair. Once a Commissioner has the floor, questions to the City Attorney and staff shall be directed through the chair.

10.03 6.03 Appropriate Remarks

A Commissioner should confine remarks to the merits of the pending question. All statements should have bearing on the adoption of the immediately pending question.

A Commissioner should refrain from offensive remarks directed towards another Commissioner or staff.

A Commissioner should not read lengthy passages from reports, books, quotations, etc., without permission of the Commission.

10.04 6.04 When to Withdraw a Motion

The maker of a motion who no longer supports his or /her motion should ask permission to withdraw the motion. The maker of a motion may vote against the motion but cannot speak against it.

10.05 6.05 Courtesy to Others

A Commissioner should refrain from disrupting the Commission and give courteous attention to other speakers.

No member should speak a second time on a question if any member who has not yet spoken on the question wants to do so.

A Commissioner should be open to all concerns and listen to all participants with an open mind, even if he or /she disagrees with them.

10.06 6.06 Ex-parte Communication

Commissioners are discouraged from suggesting any change to any project to the applicant or staff; before ~~the project is considered by~~ the Commission as a whole considers the project. In addition, to ensure that all Commissioners receive the same information relative to a project that will be reviewed by the Commission, third party contacts are discouraged. Any such communications ~~should~~ must be disclosed by the Commissioner at the Commission meeting; prior to the item being considered.

10.07 6.07 Communications with the Press

When speaking to the press, Commissioners ~~should be very specific in~~ shall clearly state stating that they are speaking for themselves only and not for the Commission as a whole.

10.08 6.08 Professionalism

Commissioners are expected to exhibit a professional demeanor during public meetings at all times, to ensure decorum and respect to fellow Commissioners, City staff and the public.

~~As Milpitas City officials, it is important that Commissioners dress professionally. During the summer months, from July through September, Commissioners may dress for very warm weather, however, attire should be appropriate for public meetings.~~

10.09 6.09 Continued Training

Commissioners should continually strive to improve their land use knowledge and skills.

~~As funding is available, m~~Members of the Planning Commission are encouraged to annually attend the League of California Cities Planner's Institute and may additionally attend the League's Annual Conference. Alternatively, and subject to available funding, Planning Commissioners may choose to attend local conferences or trainings rather than the League's Conference if ~~the following two factors are satisfied:~~ (1) the conference or training is related to planning issues applicable in Milpitas, and (2) the amount of money

expended by any one Commissioner does not exceed the cost of attending the two League Conferences, as budgeted for the year.

10.10 6.10 Meeting Preparation

The Milpitas General Plan ~~is the City's~~ provides a vision for itself and policy framework for future development to of the city, and all Planning Commission decisions must be consistent with ~~the adopted policies in the General Plan.~~ -The Zoning Ordinance is a tool used by City official and staff, including the Planning Commission, to implement the General Plan. -These documents are Council-~~approved documents~~ and legally binding. ~~It is the responsibility of and~~ each Planning Commissioner has a responsibility to read and comprehend both the General Plan and the Zoning Ordinance in order to make sound decisions on issues brought before the Commission.

The effectiveness of the Planning Commission requires the Commissioners thoroughly prepare themselves prior to a public meeting. This ~~may should~~ include ~~site visits,~~ careful review of the agenda packets, additional research as needed, ~~or and~~ calling upon ~~city~~ Planning staff prior to the meeting for clarification and understanding of ~~what is the~~ projects and materials to be discussed.

610.11 Meeting Participation

Each Commissioner's input is important and valued. All Commissioners in attendance are expected to participate.

106.12 Position Justification

Public decisions must be accompanied with coherent reasons, as ~~since~~ statements are incorporated into the legal record.

106.13 Staff and Commissioner Roles

Staff's Role

Planning staff's role is to provide the Commission with the information it needs to make an independent decision and to provide the Commission with a professional recommendation supported with analysis. Staff's responsibilities include public noticing and reviewing of applications for completeness and compliance with all local and state codes, including the California Environmental Quality Act (CEQA). In addition, staff shall assist with facilitating meetings, ~~when needed.~~

Commissioner's Role

A Planning Commissioner's role is to review the information provided by staff, evaluate written and oral testimony provided by the general public and the applicant, to analyze the project proposal itself, and to make an independent decision which is in the best interests of the City and in conformance with applicable laws and regulations.

106.14 The Brown Act

The Brown Act is the California Open Meeting Law. The Planning Commission and Commissioners are subject to its provisions.² Commissioners with questions should contact the City Attorney, the Planning Commission Chair or Planning staff.

106.15 — Addressing Others

The appropriate title should be used when acknowledging a meeting participant, such as “Mr.,” “Ms.,” “Commissioner,” “Chair,” “Vice-Chair,” etc. This shows respect, professionalism and avoids the appearance of favoritism.

106.16 Conflicts of Interest/Code of Ethics

The City Attorney ~~can~~ may be able to provide advice on avoiding legal and perceived conflicts of interest. Questions on a possible conflict should be addressed to the City Attorney prior to the meeting. Any member of the Planning Commission who has a conflict of interest with an item on the agenda shall excuse him or ~~herself~~ prior to the introduction of the agenda item, as required by law.

If at a meeting, an unresolved issue arises as to whether a Planning Commissioner may have a conflict of interest on an agenda item, the Planning Commission may seek the advice of the City Attorney. The Planning Commission may continue the item to a future agenda for resolution of the matter, with consideration of any applicable Permit Streamlining Act provisions.

Each Commissioner should work towards maintaining the highest actual and perceived integrity level while sitting on the Commission. In addition, Planning Commissioners shall adhere to ~~the Code of Ethics adopted by City Council Resolution 2714, attached in the Appendix.~~ any applicable local regulations governing ethical conduct adopted by the City of Milpitas.

¹ ~~These provisions are based on City of Milpitas Municipal Code Title I Chapter 500 (Ordinance 41.8 (part), 1997). Any modifications to these provisions must be consistent with the underlying Code provisions.~~

² ~~Brown Act, California Open Meeting Law, Government Code Sections 54950-54962. The Brown Act generally requires that Planning Commission business occur at public meeting, with notice provided through a posted agenda. The agenda both guides and limits the scope of the Commission business considered at the meeting. Additional notice for specific agenda items may be required pursuant to other statutes and ordinances.~~

Item Attachment Documents:

17. Consider Introduction of Ordinance No. 172.6 to amend Milpitas Municipal Code, Title III, Chapter 6 Relating to Massage Establishments and Practitioners

Recommendation:

3. Following a reading aloud of the title of Ordinance No. 172.6 by the City Attorney, move to waive the first reading beyond the title.
4. Introduce Ordinance No. 172.6 to amend Milpitas Municipal Code, Title III, Chapter 6 relating to massage establishments and practitioners.



**CITY OF MILPITAS
AGENDA REPORT
(AR)**

Item Title:	Consider Introduction of Ordinance No. 172.6 to amend Milpitas Municipal Code, Title III, Chapter 6 Relating to Massage Establishments and Practitioners
Category:	Public Safety
Meeting Date:	6/4/2019
Staff Contact:	Christopher Diaz, 408-586-3040
Recommendation:	<ol style="list-style-type: none"> 1. Following a reading aloud of the title of Ordinance No. 172.6 by the City Attorney, move to waive the first reading beyond the title. 2. Introduce Ordinance No. 172.6 to amend Milpitas Municipal Code, Title III, Chapter 6 relating to massage establishments and practitioners.

Background:

The proposed ordinance would repeal and replace the City’s existing massage business regulations with new regulations consistent with changes in State law.

Prior to 2009, the State of California did not regulate massage businesses or massage professionals. Cities and counties were able to regulate the massage industry by imposing standards related to hours of operation, sanitary conditions, education and other areas of interest and concern. These regulations varied by jurisdiction. The massage industry lobbied for uniform statewide regulations that emphasized the professionalism of the massage industry.

In 2009, the State Legislature passed the California Massage Therapy law, or Senate Bill 731. This legislation established the California Massage Therapy Council (“CAMTC,” then known as the Massage Therapy Organization), a nonprofit charged with issuing voluntary certifications for all massage therapists in the state. The law also prohibited cities from regulating massage businesses employing state-certified therapists unless the city applied the regulations to other professional service businesses in the same manner. Under SB 731, cities were forced to treat massage businesses employing state licensed therapists in the same manner as medical offices, law offices, and other types of professional service type businesses. As such, cities and counties were unable to specifically regulate an industry that can often be susceptible to criminal activity, including prostitution and human trafficking.

After 2009, illicit massage businesses flourished throughout the state. Many cities alleged this was a direct result of being unable to regulate massage businesses employing state licensed therapists. In 2014, the Legislature approved Assembly Bill (AB) 1147 to return local authority to regulate the massage industry, subject to specified limitations under the California Massage Therapy Act and California Government Code, Section 51034. In 2016, AB 2194 further amended the California Massage Therapy Act by extending the sunset date of CAMTC until 2021 and making other technical and clarifying changes.

As revised, the California Massage Therapy Act (Business and Professions Code, Section 4600 *et seq.*) and the California Government Code provide that local governments may regulate licensing and operation of massage establishments, while, generally, only the State may regulate licensing and practice massage therapists (Cal. Bus. & Prof. Code § 4612; Cal. Gov. Code § 51034).

The Milpitas massage regulations (Milpitas Municipal Code, Title III, Chapter 6) have not been updated since 2009. The proposed ordinance ensures the City has strict control over massage businesses consistent with the California Massage Therapy Act and the California Government Code, Section 51034.

Analysis:

There is evidence both in Milpitas and in other jurisdictions that massage establishments may serve as fronts for prostitution or human sex trafficking. In 2016, the City had at least 42 massage establishments within its jurisdictional limits. The increased number of massage establishments resulted in an increase of Police and Code Enforcement calls for service to many of those massage establishments. Some of those establishments have been suspected of allowing sexually explicit activity to occur on the premises, including prostitution.

As a result of these complaints, over the course of two years, the Milpitas Police Department conducted enforcement actions on at least 14 businesses. During the enforcement activities in response to those complaints, Police and City inspectors found violations including illegal tenant improvements to create massage rooms, illegal plumbing for table showers, unauthorized massage technicians, used contraceptive devices, massage technicians dressed inappropriately (including the exposure of specified anatomical areas), establishments operating beyond approved hours of operation, persons using the establishments as a residence, installation of illegal signage, and employees refusing to allow City inspections of the establishments.

It is the opinion of the Milpitas Police Department that unregulated massage establishments, other than the four that currently hold valid massage establishment permits in the City, pose immediate health and safety threats to employees, patrons, surrounding businesses, and the public.

The Proposed Ordinance

The proposed ordinance has been prepared by the City Attorney's office in coordination with the Police Department. The proposed ordinance revises the City's current massage regulations (Milpitas Municipal Code, Title III, Chapter 6) to comply with State law and to deter criminal activity in any massage business that seeks to operate in Milpitas. The key changes to the City's massage regulations proposed for adoption pertain to the following areas:

- Massage Practitioner Permits and CAMTC Certification
- Massage Establishment Operating Conditions and Facilities Regulations
- Massage Establishment Permit Revocation and Enforcement
- Time Period for Compliance

Massage Practitioner Permits and CAMTC Certification:

The current code requires a person to apply for and obtain a massage practitioner permit to practice massage therapy in the City, unless the person is a CAMTC-certified massage therapist. (MMC §§ III-6-5; III-6-12.) However, the current rules do not require that a massage therapist be certified by CAMTC. The current code also requires that applicants for a local massage practitioner permit demonstrate proof of education, to pass a medical examination and to pass a background check. (MMC §III-6-12, subd. (e).)

Under AB 1147, a city may not require a State-certified massage therapist to obtain an additional local license to practice and may not require education, medical examination or other testing requirements beyond that required for the State certification (Cal. Gov. Code § 51035(c)(8).) AB 2194 expressly clarified that a city may not require a criminal background check or the submission of fingerprints for a federal or state criminal background check for any person certified by CAMTC. (Cal. Gov. Code § 51035(c)(8).) Note that a criminal background check is required for state certification by CAMTC. (Cal. Bus. & Prof. Code, § 4606.)

The proposed Ordinance removes the local massage practitioner permit requirement and local examination and background check requirements, but requires that all massage practitioners/therapists be CAMTC certified. (Amended § III-6-3(a).) The CAMTC certification requirement will lessen the regulatory burden on the City staff at the same time ensuring that all massage practitioners/therapists are properly trained and certified pursuant to the California Massage Therapy Act.

The proposed regulations would require each permitted massage establishment to demonstrate that every massage practitioner/therapist it employs is CAMTC certified (Amended §§ III-6-3(b); III-6-6(d)(13); III-6-

Sole providers would continue to be exempt from the massage establishment permit requirement, but would be required to submit proof of CAMTC certification to the Police Department and obtain a city business license. (Amended §§ III-6-5(g).)

Massage Establishment Operating Conditions and Facilities Regulations

The operating conditions for permitted massage establishments have been updated to reflect the new requirement that all massage technicians be CAMTC certified and for consistency with the Massage Therapy Act requirements related to dressing requirements, advertising and sexual acts. Additional limitations related to the use of alcohol and drugs and the operation of a school of massage have been added as well. (Amended §§ III-6-7.)

Likewise, the massage establishment facilities regulations and prohibited conduct regulations are proposed to be amended for consistency with the Massage Therapy Act, and for clarity and organization. (Amended §§ III-6-8.)

Holders of a massage establishment permit will also be required to comply with new reporting obligations pertaining to the hiring or discharge/transfer of massage technicians, and pertaining to arrests of employees or owners for non-traffic offenses, disciplinary actions taken by CAMTC or any violation of the City's massage regulations. (Amended §§ III-6-13.)

Massage Establishment Permit Revocation and Enforcement

The City's code currently provides procedures for the City to suspend or revoke a massage establishment permit. (MMC § III-6-17.) These provisions have been strengthened to provide additional bases for revocation of a massage establishment permit.

The Ordinance provides that if a massage establishment permit is revoked, then the permittee may not apply for a permit for a massage establishment under this Chapter for one year from the date of revocation. (Amended § III-6-17(d).)

In addition, any massage establishment operated or maintained contrary to the provisions of the proposed massage ordinance would be deemed a public nuisance, and subject to all available remedies for the alleviation of public nuisances under the Milpitas Municipal Code and State law. This would include, without limitation, suits for injunction, administrative fines, and potential criminal enforcement in the case of operation without a massage establishment permit.

Time Period for Compliance

For owners and operators of massage establishments legally operating in the City, the Ordinance allows until January 1, 2020 to comply with the updated regulations. (Amended § III-6-15.)

For massage therapists legally operating in the City, the Ordinance also allows until January 1, 2020 to obtain the necessary State certification to practice massage therapy. (Amended § III-6-3(a).)

Both of these compliance deadlines could be extended in the discretion of the City Council.

Policy Alternatives:

Alternative 1: The City Council could choose not to update the City's massage regulations.

Pros: Maintains status quo.

Cons: The City's outdated massage regulations contain certain conflicts with state law.

Reason not recommended: This would present enforcement challenges.

Alternative 2: The City Council could choose to direct changes to the proposed massage regulations.

Pros: Address policy issues important to the City Council.

Cons: Could lead to delays in implementation.

Reason not recommended: N/A.

Fiscal Impact:

The proposed ordinance is not anticipated to have a financial impact on the City's budget. An update to the Master Fee Schedule may be needed to ensure the fee for registering/permitting a massage business fully recovers the cost or does not exceed the reasonable cost of staff time for processing an application.

California Environmental Quality Act:

The proposed Ordinance is exempt from CEQA per Section 15061(b)(3), the general rule that the CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Adoption of the proposed Ordinance would not be an activity with potential to cause significant effect on the environment because it amends existing massage business regulations and does not alter where such businesses are allowed or conditionally allowed to be located, and therefore is exempt from CEQA.

Recommendations:

1. Following a reading aloud of the title of Ordinance No. 172.6 by the City Attorney, move to waive the first reading beyond the title.
2. Introduce Ordinance No. 172.6 to amend Milpitas Municipal Code, Title III, Chapter 6 relating to massage establishments and practitioners.

Attachments:

- a) Ordinance No. 172.6 for introduction
- b) Redlined version of Municipal Code text revised by this ordinance

REGULAR

NUMBER: 172.6

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING CHAPTER 6 OF TITLE III OF THE MILPITAS MUNICIPAL CODE RELATING TO MASSAGE ESTABLISHMENTS AND PRACTITIONERS

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

RECITALS AND FINDINGS:

WHEREAS, the California State Legislature, through AB 1147 (2014) and AB 2194 (2016), has amended the Massage Therapy Act (California Business and Professions Code, § 4600 *et seq.*) and returned certain regulatory authority over the business of massage to the local level and clarified its intent; and

WHEREAS, the Massage Therapy Act enables consumers and local governments to more easily identify certified massage professionals, provides for consistent statewide certification and oversight of massage professionals, ensures that approved schools of massage provide a high level of training, and assists local governments and law enforcement in meeting their duty to maintain the highest standards of conduct in massage establishments by vetting and disciplining certificate holders, among other things; and

WHEREAS, the Massage Therapy Act requires local governments to impose and enforce only reasonable and necessary fees and regulations on massage businesses and massage establishments, in keeping with the requirements of existing law and being mindful of the need to protect legitimate business owners and massage professionals, particularly sole providers; and

WHEREAS, the City of Milpitas (hereafter, “City”) has identified changes needed in its current massage regulations to meet revised State law, to eliminate obsolete language and to improve clarity, efficiency, and efficacy to the City’s regulations; and

WHEREAS, the regulations and restrictions contained in this Ordinance are designed to protect the public health, safety, and welfare by providing for the orderly regulation of businesses that provide massage therapy services, discouraging prostitution and related illegal activities carried on under the guise of massage therapy, and establishing certain sanitation, health, and operational standards for massage businesses; and

WHEREAS, the permit requirements and restrictions imposed by this Ordinance are reasonably necessary to protect the health, safety and welfare of the citizens of the City.

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 III, CHAPTER 6

Title III, Chapter 6 of the Milpitas Municipal Code is hereby repealed and replaced with the text below to read as follows:

Chapter 6 - MASSAGE ESTABLISHMENTS AND PRACTITIONERS

Sections:

III-6-1 - Purpose and Intent

The purpose and intent of this Chapter is to provide for the orderly regulation of massage businesses in the interest of the public health, safety and welfare of the residents of the City of Milpitas. The City wishes both to recognize the practice of massage as a valid professional field and to discourage prostitution, human trafficking and other unlawful activity which otherwise may become associated with some massage establishments. The intent of these regulations is that no person shall perform or administer a massage for compensation in the City of Milpitas, unless such person has in effect a valid certificate issued by the California Massage Therapy Council (CAMTC) and such person complies with State law and the requirements of this Chapter.

This Chapter relies upon the State certification process of the California Massage Therapy Council under California Business and Professions Code section 4600 et seq. In addition, this Chapter provides certain minimum standards for the operation of massage businesses.

This Chapter is adopted under the authority of Government Code sections 51030 through 51034, Government Code section 37101, Business and Professions Code section 16000, and California Constitution Article XI, Section 7.

III-6-2 – Definitions

Unless a particular provision or its context otherwise requires, the definitions and provisions contained in this Section shall govern the construction, meaning, and application of words and phrases used in this Chapter:

- (a) “Act” means the Massage Therapy Act (Business and Professions (B&P) Code Section 4600, et seq.), as amended.
- (b) “Applicant” means the permit applicant and each owner.
- (c) “California Massage Therapy Council” or “CAMTC” means the California Massage Therapy Council established under Business and Professions Code section 4602.
- (d) “Certified massage practitioner” or “massage practitioner” means a person who is currently certified as a massage practitioner by the CAMTC pursuant to Business and Professions Code sections 4604.1 and/or 4604.2.
- (e) “Certified massage therapist” or “massage therapist” means a person who is currently certified as a massage therapist by the CAMTC pursuant to Business and Professions Code section 4604.
- (f) “Chief of Police” means the Chief of Police of the City of Milpitas Police Department, or his or her designee.
- (g) “Compensation” means the payment, loan, advance, donation, contribution, deposit, exchange, or gift of money or anything of value. In addition to accepting other forms of compensation, a person may be deemed to have received compensation for performing a massage when the massage is offered as part of a membership, as part of a package of services or as incidental to the purchase of a product.
- (h) “Employee” means any person hired by a massage establishment who renders any service for the business/owner in exchange for any form of compensation from the business, including independent contractors.
- (i) “Managing officer/employee” means a person that can or does have or share ultimate control over the day-to-day operations of a business.
- (j) “Massage” means any method of treating the external parts of the body, usually with the hands, so as to stimulate circulation and make muscles or joints supple, or relieve tension, for remedial, or health purposes offered in return for any form of compensation. Methods of massage include, but are not limited to, stroking, kneading, rubbing, tapping, pounding, or stimulating the external parts of the body with or without the aid of any mechanical or electrical apparatus or appliances. Massage may occur with or without supplementary aids, such as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments, or other similar preparations commonly used in this practice; or by baths, including but not limited to, Turkish, Russian, Swedish, Japanese, vapor, shower, electric tub, sponge, mineral, fomentation, or any other type of bath. Massage includes the application of various manipulation or touch techniques to the muscular structure and soft tissues of the human body as defined in the Act, Business and Professions Code section 4601(e), and recognized as legitimate by CAMTC.
- (k) “Massage establishment” means any establishment having a fixed place of business where any person, firm, association, partnership, corporation or other entity engages in, conducts, or carries on, or permits to be engaged in, conducted or carried on, any massage for compensation. For the purpose of this Chapter, the term “massage establishment” shall also include, but not be limited to, any business providing off-premises massage services.
- (l) “Massage technician” means and includes both a “massage practitioner” and a “massage therapist” as defined by this Chapter.
- (m) “Off-premises massage service” means any business where a function of such business is to engage in or carry on massage, not at a fixed location but at a location designated by the customer, massage technician, or other person, and sometimes known as an out-call massage service.
- (n) “Owner” means any individual who has any direct or indirect ownership interest in a massage establishment.

- (o) "Permit" means a Massage Establishment Permit issued pursuant to this Chapter. For purposes of this Chapter, the term "permit" shall not be used to refer to a business license issued by the Finance Department or to any permit or approval issued pursuant to Milpitas Municipal Code Title XI, Chapter 10, unless the specific context provides otherwise.
- (p) "Permittee" means the applicant and each owner(s) who has been issued a massage establishment permit or off-premises massage service permit.
- (q) "Rent-space massage therapist" means a person who provides massage at a massage establishment but is not an employee of the business.
- (r) "Sole provider" means a massage business where the owner owns 100 percent of the business, is the only person who provides massage for compensation at or for that business, and has no other employees, independent contractors or rent-space massage therapists.

III-6-3 – CAMTC Certification and Permit Required

- (a) Individuals. On and after January 1, 2020, it shall be unlawful for any individual to practice massage therapy for compensation whether as a sole provider, as an employee or rent-space therapist of a massage establishment, or in any other capacity within the City of Milpitas unless that individual obtains and maintains a valid certificate from CAMTC as a certified massage practitioner or certified massage therapist.
- (b) Massage Establishments. On and after January 1, 2020, it shall be unlawful for any person, association, partnership, corporation or any other entity to engage in, conduct or carry on, or permit to be engaged in, conducted or carried on, in or upon any premises within the City of Milpitas, the operation of a massage establishment unless all massage technicians providing massage, whether as employees or rent-space therapists, maintain a valid certificate from CAMTC as a certified massage practitioner or certified massage therapist, and said massage establishment has obtained a permit issued by the City of Milpitas pursuant to the provisions set forth in this Chapter.

III-6-4 - Business License Requirement

At the time of application for a permit to operate a massage establishment, the applicant shall also apply for and furnish the information necessary to obtain a business license as required by Title III, Chapter 1 of this Code. No business license shall be issued until the investigation is completed and the Massage Establishment Permit is approved. The business license shall be issued upon approval of the Massage Establishment Permit and upon payment of the business license fee as provided in Title III, Chapter 1.

III-6-5 – Exemptions

The provisions of this Chapter shall not apply to the following establishments or classes of individuals who perform massage while employed in their professional capacities:

- (a) Physicians, surgeons, chiropractors, osteopaths, nurses, physical therapists, or acupuncturists, who are duly licensed to practice their respective professions in the State of California and persons working directly under the supervision of such licensed persons. "Working directly under the supervision" means that the person is an employee of the licensed person, is working at the same location as the licensed person, has his or her work supervised by the licensed person, and that the licensed person is present when the employee is performing massage. This exemption shall not apply if the business performs massage on persons for whom the licensed person does not provide professional services.
- (b) Barbers, beauticians, cosmetologists, and other persons licensed to practice any healing art under the provisions of Division 2 (commencing with Section 500) of the California Business and Professions Code while engaging in practices within the scope of their licenses, and who perform massage only on the neck, face and/or scalp of the customers.
- (c) Personal fitness training centers, gymnasiums, athletic facilities or health clubs, when the giving of massage for compensation is not a principal function of such businesses. The determination of whether massage constitutes a principal or incidental function of personal fitness training centers, gymnasiums, athletic facilities or health clubs shall be made by the Chief of Police, based upon consideration of the percent of income that the business derives from massages, the amount of floor space devoted to and the number of employees assigned to massage services, as well as the manner in which the business advertises an

itself out to the public. The decision of the Chief of Police regarding whether a particular business is entitled to this exemption shall be final.

- (d) Hospitals, nursing homes, sanitariums, or any other healthcare facilities duly licensed by the State of California.
- (e) Accredited high schools, junior colleges, and colleges or universities whose coaches and trainers are acting within the scope of their employment.
- (f) Trainers of amateur, semi-professional or professional athletes or athletic teams, while engaging in their training responsibilities for and with athletes; and trainers working in conjunction with a specific athletic event such as an outdoor road or bike race.
- (g) Sole providers, including sole providers operating an off-premise massage service, who have a valid certificate issued by the CAMTC pursuant to the Act, either as a certified massage practitioner or a certified massage therapist, and who are practicing consistent with the qualifications established by such certificate. To qualify for this exemption, a sole provider shall file a copy of his or her current, valid massage practitioner or massage therapist certification and identification card issued by the CAMTC with the Chief of Police and comply with each of the following:
 - (1) The requirement to obtain a business license from the City of Milpitas pursuant to Title III, Chapter 1 of this Code;
 - (2) Section III-6-8 (to the extent applicable and excluding subsection 6-8(k)), III-6-9, and III-6-20 of this Chapter; and
 - (3) All applicable local health and safety, building, zoning and other requirements.

III-6-6 - Massage Establishment Permit

- (a) Any person desiring to obtain a Massage Establishment Permit shall file a written application with the Chief of Police on a form provided by the City. At the time of filing an application for a Massage Establishment Permit, applicants shall pay a non-refundable fee in an amount established by resolution of the City Council.
- (b) The application and fee required under this Section shall be in addition to any license, permit or fee required under any other chapter of this Code or any other regulation of the City of Milpitas.
- (c) The application for a Massage Establishment Permit does not authorize a massage establishment to operate until such permit has been issued. The massage establishment shall also obtain any approvals or permits required by Title XI, Chapter 10 (Zoning Ordinance) of this Code.
- (d) The applicant for a permit, each owner of the massage establishment and the managing officer/employee shall submit the following information under penalty of perjury:
 - (1) The full true name under which the business will be conducted.
 - (2) The present or proposed address where the business is to be conducted.
 - (3) The full, true name, other names used, date of birth, California driver's license number or California identification number, social security number (unless prohibited by law), present home address and home telephone number.
 - (4) The sex, height, weight, color of hair, and color of eyes.
 - (5) Proof that the applicant is at least eighteen (18) years of age.
 - (6) The previous two (2) residences and the inclusive dates at each address.
 - (7) The business, occupation, and employment history for ten (10) years preceding the date of application, and the inclusive dates of same.
 - (8) The massage permit history, including: whether such person has ever had any such permit or license issued by any agency, board, city, county, territory, or state; the date of issuance of such a permit or license; whether the permit or license was revoked or suspended or other disciplinary action taken and the reason therefor.
 - (9) All convictions for any crime involving conduct which requires registration under California Penal Code Section 290, convictions under California Penal Code Sections 266i, 314, 315, 316, 318, 647(a), 647(b), or 415 as a result of an arrest for 647(b) (as now written or as amended), or convictions of crimes designated in Government Code Section 51032 (as now written or as amended), including any felony involving the sale of a controlled substance specified in Sections 11054-11058 of the California Health and Safety Code (as now written or as amended), or convictions of any crime involving

- dishonesty, fraud, deceit, violence or moral turpitude, and any outstanding warrants for arrest and any pending criminal case. Convictions that have been expunged must be reported.
- (10) All convictions for crimes under the laws of any other state or country which proscribe the same conduct or similar conduct as the California crimes designated in Section 6(d)(9). Convictions that have been expunged must be reported.
 - (11) All injunctions that have been issued against the applicant for nuisances under California Penal Code Section 11225 or for nuisances issued under similar laws of other states.
 - (12) A complete description of all services to be provided.
 - (13) A register that lists all massage technicians providing massage at or through the business, whether as employees, independent contractors and rent-space therapists, and each such person's state certificate number, home address, date of hiring, and whether the massage technician will be performing outcall massage. For each proposed massage technician, a copy of that person's current certification from the CAMTC as a certified massage practitioner, certified massage therapist, or conditionally certified massage practitioner and a copy of that person's CAMTC-issued identification card.
 - (14) The name, address, date of birth, California driver's license number or California identification number, social security number (unless prohibited by law), of each other employee who is or will be employed in the massage establishment.
 - (15) The name and address of any other massage business or other like establishment owned or operated by any person whose name is required to be given pursuant to this section.
 - (16) If the applicant is a corporation, limited liability company or other entity type, the name of the corporation or company shall be set forth exactly as shown in its articles of incorporation or charter, together with the state and date of incorporation and the names and home addresses of each of its current officers and directors, and of each stockholder or member.
 - (17) If the applicant is a partnership, the application shall set forth the name and home address(es) of each of the partners, including limited partners. If the applicant is a limited partnership, it shall furnish a copy of its certificate of limited partnership as filed with the Secretary of State. If one or more of the partners is a corporation, the provisions of this subsection pertaining to corporate applicants shall apply to the corporate partner as well.
 - (18) The name of the owner or employee designated by the applicant who shall act as the managing officer/employee. Such person shall complete and sign all application forms required of an individual applicant under this Chapter. The managing officer/employee must, at all times, meet all of the requirements set for permittees by this Chapter or the permit shall be suspended until a managing officer/employee who meets such requirements is designated. If no such person is designated within ninety (90) days, the permit is deemed canceled and a new application for permit must be filed.
 - (19) For each applicant or owner who is not CAMTC certified, fingerprints must be furnished at a place designated by the Chief of Police. Any fee required for fingerprinting fee will be the responsibility of the applicant.
 - (20) Two (2) photographs of the applicant, each owner and managing officer/employee to be taken by the Police Department.
 - (21) A description of any other business to be operated on the same premises, or on adjoining premises, owned or controlled by the applicant or owners.
 - (22) The name and address of the owner and lessor of the real property upon or in which the business is to be conducted. In the event the applicant is not the legal owner of the property, the application must be accompanied by a copy of the lease and a notarized acknowledgment from the owner of the property that a massage establishment will be located on his or her property.
 - (23) Authorization for the City of Milpitas, its agents and employees, to seek information and conduct an investigation into the truth of the statements set forth in the application.
 - (24) Proof of massage malpractice insurance in the sum of not less than one hundred thousand dollars (\$100,000.00) per licensed massage technician employed at the massage establishment up to a maximum of five hundred thousand dollars (\$500,000.00). This requirement may be satisfied by malpractice insurance being provided in the name of individual massage technicians.
 - (25) The applicant shall notify the Chief of Police of any change of address or fact that may occur during the process of applying for a permit.

(e) Processing of Application and Investigations.

- (1) The Chief of Police shall have up to sixty (60) days after submission of all required information, including the required certificate of occupancy, to investigate the application and the background of the applicant, provided said sixty (60) days may be extended for such period as may be necessary to obtain fingerprint records from the appropriate state agency.
 - (2) Upon receipt of an application for a new massage establishment, the Chief of Police shall refer the application to the City's applicable departments, which shall review the application and if necessary, inspect the premises to ensure that the operation of the business at the designated site will comply with the provisions of this Chapter and the City's zoning, building, fire and safety standards, and any other applicable codes. If any permit or approval is required for the massage establishment pursuant to Title XI, Chapter 10 (Zoning Ordinance) of this Code, the applicant shall comply with such requirements.
- (f) Grounds for Denial. Upon the completion of the investigation, the Chief of Police shall grant the permit, with or without conditions, if the Chief of Police finds in the exercise of his or her discretion all of the following:
- (1) The required fee has been paid.
 - (2) The application conforms in all respects to the provisions of this Chapter and to all other laws.
 - (3) The applicant has not made a material misrepresentation in the application.
 - (4) The applicant, each owner and the managing officer/employee has not, within ten (10) years preceding the submission of the application, been convicted of, or pleaded guilty or no contest to, conduct which is a violation of the provisions of California Penal Code Sections 266i, 314, 315, 316, 318, 647(a), 647(b) or 415 as a result of an arrest for 647(b) (as now written or as amended), or of any crime designated in California Government Code Section 51032 (as now written or as amended), including any felony involving the sale of a controlled substance specified in Sections 11054—11058 of the California Health and Safety Code (as now written or as amended), or of any other crime involving dishonesty, fraud, deceit, violence or moral turpitude, or has not been enjoined under California Penal Code Section 11225 through 11235 (as now written or as amended). Convictions under the laws of other states or countries which proscribe the same or similar conduct as the California crimes stated above shall also be considered.
 - (5) The applicant, each owner and the managing officer/employee is not required to register under the provisions of California Penal Code Section 290.
 - (6) Within five (5) years preceding application, the applicant, owner(s) or managing officer/employee has not had a massage establishment permit, massage practitioner permit, or other similar permit or license revoked or suspended by the City of Milpitas, or any other state or local agency, and has not been subject to discipline by any state or local agency for conduct that would be grounds for revocation of a permit under this Chapter.
 - (7) The applicant, each owner and the managing officer/employee is at least eighteen (18) years of age.
 - (8) The permit as requested by the applicant would comply with all applicable laws, including, but not limited to, health, zoning, fire and safety requirements and operating standards.
- (g) Notice to applicant of Grant or Denial of Application. The Chief of Police, or authorized representative, shall give written notice to the applicant of the grant or denial of the application for a permit. If the application is denied, the notice shall advise the applicant of the reasons for the denial and his/her right to appeal through the procedures set forth in Section III-6-18. The Chief of Police may delay issuance of the permit if the applicant is being prosecuted for a violation of any of the Penal Code sections specified in Section III-6-6(f)(4) until final adjudication. If the applicant pleads guilty, pleads no contest, or is found guilty, the Chief of Police shall deny the application.

III-6-7 - Massage Establishment Operating Standards

Each massage establishment that is permitted under this Chapter shall comply with each and all of the following requirements:

- (a) At all times during business hours the permit issued pursuant to Section III-6-6 shall be displayed. The permit shall be displayed in a conspicuous place so that it may be readily seen by all persons entering the premises of the massage establishment.

- (b) Each massage technician shall be CAMTC certified and in good standing. It shall be unlawful for a permittee to employ or permit a person to provide massage as a rent-space therapist who is not listed on the massage technician register provided pursuant to Section III-6-6(d)(13). If a massage technician's CAMTC certification is suspended or revoked or if an individual is not CAMTC certified, the permittee shall not allow such person to provide massage at or through the massage establishment.
- (c) A massage technician shall operate only under the name specified in his or her CAMTC certificate. A massage establishment shall only operate under the name designated in its permit.
- (d) The permittee shall display the CAMTC certificate of each and every massage technician in an open and conspicuous place on the premises. The permittee shall also ensure that all massage technicians comply with the provisions of the Massage Therapy Act (B&P Code § 4608) requiring that a certificate holder have his or her identification card in his or her possession while providing massage services for compensation.
- (e) Massage services shall be provided or given only between the hours of 7:00 a.m. and 10:00 p.m. No massage establishment shall be open and no customer shall be in such massage establishment between the hours of 10:30 p.m. and 7:00 a.m.
- (f) A list of services available, and the cost of such services, shall be posted in an open public place within the premises and shall be described in readily understandable language. No permittee shall allow, and no massage technician shall offer or perform, any service other than those posted.
- (g) A written daily register recording each client, the assigned room (or location of outcall massage service), the massage technician who treated the client, a description of service(s) performed, the price of the services, including any gratuity or tip, and the time of the appointment shall be maintained. This daily register shall be completed by the close of business each day. Such records shall be open to inspection only by members of the Police Department, City Code Enforcement Officers, and the City Attorney, who are charged with enforcement of this Chapter. These records may not be used for any other purpose than as records of services provided and may not be provided to other parties by the massage establishment unless otherwise required by law. Such records shall be retained on the premises of the massage establishment for a period of two (2) years.
- (h) The permittee shall be responsible for ensuring that each and every massage technician complies with the provisions of the Massage Therapy Act (B&P Code § 4609) related to dressing requirements, including dressing while engaged in the practice of massage for compensation, or while visible to clients in a massage establishment, in attire that is not: transparent, see-through, or substantially exposes the certificate holder's undergarments; swim attire, if not providing a water-based massage modality approved by CAMTC; a manner that exposes the certificate holder's breasts, buttocks, or genitals; a manner that constitutes a violation of section 314 of the Penal Code; or a manner that has been deemed by CAMTC to constitute unprofessional attire.
- (i) No person shall enter, be, or remain in any part of the premises of a massage establishment while in possession of an open container of alcohol, or while consuming or using any alcoholic beverage or drugs, except pursuant to a prescription for such drugs. The owner, operator, managing officer/employee, manager, or permittee shall not permit any such person to enter or remain upon such premises.
- (j) No massage establishment shall operate as a school of massage, or use the same facilities as that of a school of massage.
- (k) The permittee shall comply with the Massage Therapy Act (B&P Code §§ 4608, 4609, 4611) provisions relating to advertising, including requiring certificate holders: to include the name under which he or she is certified and his or her certificate number in any and all advertising of massage for compensation; to not engage in sexually suggestive advertising related to massage services; to not hold himself or herself out as a certified massage therapist or practitioner, or use terms such as "licensed" or "certified," that imply that an uncertified person is certified as a massage therapist or practitioner; to not falsely state or advertise or put out any sign or card, or to falsely represent to the public, that any individual is licensed, certified, or registered as a massage therapist or practitioner if that individual is not so certified.
- (l) A massage shall not be given unless the patron's genitals are fully covered.
- (m) The permittee shall be responsible for ensuring that each and every massage technician complies with the Massage Therapy Act (B&P Code § 4609(a)) provisions relating to sexual acts, including the prohibitions on: engaging in any form of sexual activity on the premises of a massage establishment where massage is provided for compensation, excluding a residence; engaging in sexual activity while providing massage services for compensation; providing massage of the genitals or anal region; or providing massage of female breasts without the written consent of the person receiving the massage and a referral from a licensed California health care provider.

- (n) The permittee must comply with all state and federal laws, including but not limited to those pertaining to disabled clients.
- (o) Any change with respect to the information contained in the permittee's application shall be reported to the Chief of Police within ten (10) days of such change.

III-6-8 - Massage Establishment Facilities Regulations

In addition to the operating conditions under section III-6-7, every massage establishment shall maintain facilities that meet the following requirements:

- (a) Comply with all applicable building, fire, safety, health, electrical, plumbing, mechanical, heating and ventilating, sanitation, and other laws and regulations of the City of Milpitas applicable to the premises.
- (b) Provide minimum lighting in accordance with Article 220 of the Uniform Electrical Code and, in addition, at least one artificial light of not less than forty (40) watts shall be provided in each room or enclosure where massage services are performed on patrons.
- (c) Maintain an adequate supply of clean sanitary towels, table coverings and linens. Clean towels, coverings and linens shall be stored in enclosed cabinets. Towels and linens shall not be used on more than one (1) patron, unless they have first been laundered and disinfected. Disposable towels and coverings shall not be used on more than one (1) patron. Soiled linens and paper towels shall be deposited in separate, approved receptacles.
- (d) Wet and dry heat rooms, steam or vapor rooms or cabinets, toilet rooms, shower and bath rooms, tanning booths, whirlpool baths and pools, shall be thoroughly cleaned and disinfected as needed, and at least once each day the premises are open, with an approved disinfectant. Bathtubs shall be thoroughly cleaned with an approved disinfectant after each use. All walls, ceilings, floors, and other physical facilities for the establishment must be in good repair and maintained in a clean and sanitary condition.
- (e) Instruments utilized in performing massage shall not be used on more than one (1) patron unless they have been sterilized using approved sterilization methods.
- (f) Adequate equipment for disinfecting and sterilizing instruments used in performing the acts of massage shall be available.
- (g) Provide either a separate room or dressing and locker facilities for each client. However, dressing and undressing may occur in the same room as massage therapy if the client is alone in the room with the door(s) closed and opaque coverings are present on any windows while undressing or dressing.
- (h) Treatment room doors shall remain unlocked at all times.
- (i) A minimum of one wash basin for massage technicians shall be provided at all times. Such basin shall be located within, or as near as practicable to, the treatment area devoted to the performing of massage. Sanitary towels shall also be provided at each basin. Hot and cold running water shall be available at all times.
- (j) Pads used on massage tables shall be covered with a durable, washable plastic or other waterproof material.
- (k) At least one entrance door, allowing access to the massage establishment and any building it may be located in, shall remain unlocked during business hours. This section shall not prohibit a massage establishment from locking its external doors if the massage establishment is a sole proprietorship (owned by one individual with one or no employees or rent-space therapists).

III-6-9 - Inspection by Officials

The investigating and enforcing officials of the City of Milpitas, or their designees, shall have the right to enter the premises of any permitted massage establishment during regular business hours to make reasonable inspections and to observe and enforce compliance with the applicable regulations, laws, and provisions of this Chapter. The City shall conduct inspections shall be conducted at a time and in a manner that will minimize business interruption.

III-6-10 - Permits Non-Assignable

No massage establishment permit may be sold, transferred or assigned by the permittee, or by operation of law, to any other person or persons. Any such sale, transfer or assignment, or attempted sale, transfer or assignment, shall be deemed to constitute a voluntary surrender of such permit and such permit shall thereafter be deemed terminated and void. Except, however, stock or ownership interests of the owners may be sold, transferred, issued, or assigned to those owners who have been named on the permit application. If any s

ownership is sold, transferred, issued, or assigned to a person not listed on the application as an owner, the permit shall be deemed terminated and void unless the identities of the new owners are reported to the Chief of Police at least ten (10) days prior to such transfer. The new owners shall meet all requirements under this Chapter for applicants. If the Chief of Police, in his or her discretion, determines that the person satisfies the requirements relating to applicants, the existing permit shall be endorsed to include the person. A fee as set by resolution of the City Council shall be paid to the City for the investigation by the Chief of Police (or his or her authorized representative) necessitated by each sale or transfer.

III-6-11 - Change of Location

A change in the location of a massage establishment must be submitted for approval by the Chief of Police, the Planning Director, and the Fire Chief, or their designated representatives. A change in the location of a massage establishment may require approval in accordance with the provisions of Milpitas Municipal Code, Title XI, Chapter 10 (Zoning Ordinance). If the Chief of Police, in his or her discretion, determines that the new location satisfies the requirements of this Chapter, the existing Massage Establishment Permit shall be amended for the new location. A fee, as set by resolution of the City Council, shall be paid to the City to cover the cost of the investigation by the Chief of Police (or his or her authorized representative) necessitated by each change of location.

III-6-12 – Reserved

III-6-13 – Notifications

- (a) A permittee shall notify the Chief of Police, or his or her designee, in writing, of the name and address of each new massage technician employed or retained as a rent-space massage therapist at least five (5) days prior to the person's employment or other contract and update the massage technician register with the information specified in section III-6-6(d)(13). The requirements of this section are in addition to the other provisions of this Chapter and nothing contained herein shall relieve the permittee of the responsibility of ascertaining, prior to employment or other contract, that such new massage technician has a valid CAMTC certification.
- (b) A permittee shall immediately report to the Chief of Police, or his or her designee, any of the following:
 - (1) Arrests of any massage technicians, employees or owners for an offense other than a misdemeanor traffic offense;
 - (2) Resignations, terminations or transfers of massage technicians employed or retained as a rent-space massage therapist by the permittee's business;
 - (3) Any disciplinary action taken by the CAMTC regarding a massage technician, employee or owner and submit a copy of any notice or order;
 - (4) The occurrence of any event that constitutes a violation of this Chapter or state or federal law related to the conduct of the massage business.

III-6-14 - Renewal of permits

Each Massage Establishment Permit shall expire on the anniversary date of the issuance of the permit unless suspended or revoked. Permittees shall have thirty (30) days from the date of expiration to renew their permits and may apply for such renewal thirty (30) days prior to expiration. If, upon the thirty-first (31st) day after its expiration an application of renewal has not been received, the permit shall be deemed suspended until such time as the renewal application has been received. No privilege to provide massage shall exist until an application for renewal has been submitted for review. If a renewal application and all required information for the renewal is not received within sixty (60) days after expiration, the permit shall be deemed expired and no privilege to provide massage shall exist.

Permittees shall submit an application for renewal each year in the same manner as required for an original application.

III-6-15 - Application of Regulations to Existing Massage Establishments

The provisions of this Chapter shall be applicable to all massage establishments, whether the business was established before or after the effective date of this Chapter. Massage establishments legally in business prior to the effective date of this Chapter shall have until January 1, 2020 to obtain a Massage Establishment Permit and to comply with the provisions of this Chapter.

III-6-16 – Reserved

III-6-17 - Permit Suspension or Revocation

- (a) The Chief of Police, or authorized representative, may revoke or suspend a massage establishment permit if:
- (1) The permittee, or a managing officer/employee, an employee, or rent-space massage therapist has made any false, misleading or fraudulent statement of material fact in any application, report or record required to be filed with the City.
 - (2) The permittee, or a managing officer/employee, an employee, or rent-space massage therapist, has failed to comply with any of the requirements, regulations, standards or conditions of this Chapter.
 - (3) An individual who is not a certified massage therapist or a certified massage practitioner, or whose CAMTC certification is suspended or revoked, has provided massage at or through the massage establishment.
 - (4) The permittee, or a managing officer/employee, an employee, or rent-space massage therapist, has allowed or permitted, with or without knowledge, the occurrence of criminal activity on the premises of the massage establishment business or in the conduct of the off-premises massage services.
 - (5) There have been one or more acts prohibited under California Penal Code Sections 266i, 314, 315, 316, 318, 647(a), 647(b), or 415 as a result of an arrest for 647(b) (as now written or as amended), or under Government Code Section 51032 (as now written or as amended), including any felony involving the sale of a controlled substance specified in Sections 11054-11058 of the California Health and Safety Code (as now written or as amended), or any acts requiring registration under California Penal Code Section 290, or of any other criminal acts involving dishonesty, fraud, deceit, violence, or moral turpitude, taking place on the premises of the massage establishment or in the conduct of the off-premises massage services, whether or not any criminal prosecution has been pursued or conviction obtained for such acts, and whether or not they occurred with or without the actual knowledge of the permittee.
 - (6) The permittee, or a managing officer/employee, an employee, or rent-space massage therapist has committed a misdemeanor, felony or violation of this Chapter in the conduct of the massage establishment.
 - (7) The permittee has been subject to a permanent injunction against the conducting or maintaining of a nuisance pursuant to this code, or sections 11225 through 11235 of the California Penal Code, or any similar provision of law in any jurisdiction outside the state of California.
 - (8) The permittee, or a managing officer/employee, an employee, or rent-space massage therapist has failed to abide by any disciplinary action previously imposed by an authorized City official.
- (b) Any act or omission of any massage technician providing massage at or through the permittee’s business, including rent-space therapists, which constitutes a violation of this Chapter shall be deemed a violation of the permittee.
- (c) On determining that grounds for permit suspension or revocation exist, the Police Chief, or designee, shall serve the permittee with written notice of the proposed suspension or revocation. The notice shall state the ground or grounds upon which the decision is based, the effective date of the decision, the right of the permittee to appeal the decision, and that the Police Chief’s decision will be final if no written appeal is timely submitted in accordance with Section III-6-18 of this Chapter. The notice is effective within fifteen (15) calendar days from the date of service of the notice. If an appeal is timely and properly filed, then the effective date of the notice is stayed.
- (d) No reapplication will be accepted within one (1) year after a permit is revoked.

III-6-18 - Appeal Procedures

(a) Appeal to City Manager.

- (1) The permittee or applicant, not later than fifteen (15) calendar days after service of notice of revocation, suspension, denial of application or renewal or approval with conditions, may file an appeal by filing a written statement of such appeal, including the grounds for the appeal and the asserted errors in the decision, with the City Clerk.
- (2) Upon receipt of a timely request for an appeal hearing, the City Manager, or designee, shall notify the applicant in writing of the date, time and place of the hearing before the City Manager, or designee, which shall not be less than ten (10) calendar days after service on the applicant.
- (3) At the hearing, both the applicant/permittee and the Chief of Police (or his or her designee) shall have the chance to present evidence, be represented by counsel, and make oral argument not to exceed fifteen (15) minutes per side, relevant to the grounds on which the appeal is filed.
- (4) After the hearing, the City Manager or designee shall render a written decision within fifteen (15) calendar days from the date of the hearing. The decision shall set forth the Manager's reason(s) for his or her decision. The decision shall be considered final upon service.

(b) Appeal of City Manager's Decision to City Council. The permittee or applicant may appeal the decision of the City Manager or designee to the City Council in accordance with the provisions of the Milpitas Municipal Code Title I, Chapter 20. The Council's decision shall set forth the reason(s) for its decision. Notice of such decision shall be made pursuant to the notice by mail provisions contained in Title I, Chapter 20 of the Milpitas Municipal Code. The decision shall be considered final upon service made pursuant to the service by mail provisions set forth in Title I, Chapter 20 of the Milpitas Municipal Code.

(c) The burden of proof is on the permittee/applicant in any hearing or other matter under this Chapter.

III-6-19 – Service of Any City Notice and Date of Service

Except as otherwise expressly required by a provision of this Chapter, any notice required by this Chapter may be served by personal delivery to any applicant or permittee, or by first class mail. The date of service shall be the date it is personally delivered or placed in a U.S. Postal Service receptacle. Any notice issued to any applicant or permittee may be sent to the mailing address as listed on the application submitted by to the City. Failure of any applicant or permittee to receive a properly addressed notice by mail shall not invalidate any action, decision, determination or proceeding under this Chapter.

III-6-20 - Public Nuisance and Additional Remedies

Any massage establishment operated, conducted, or maintained contrary to the provisions of this Chapter shall be unlawful and a public nuisance, and the City Attorney may pursue any and all remedies available under the law.

The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity. In addition to any remedies provided by this Code, or by other law, any violation of this Chapter may be remedied by, without limitation, administrative citation and penalties, administrative or judicial nuisance abatement proceedings, civil code enforcement proceedings, and suits for injunctive relief. In the discretion of the City Attorney, violations of this Chapter may be prosecuted as infractions or misdemeanors when the interests of justice so require.

III-6-21 – Severability

If any section, subsection, sentence, clause, phrase, or portion of this Chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such provision shall not affect the validity of the remaining portion thereof.

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.

REDLINED VERSION OF CODE TEXT CHANGES
FOR ORDINANCE NO. 172.6

Chapter 6 - MASSAGE ESTABLISHMENTS AND PRACTITIONERS

Sections:

III-6-1 - Purpose and Intent-

The purpose and intent of this Chapter is to ~~protect~~provide for the orderly regulation of massage businesses in the interest of the public health, safety and welfare by regulating the operation of massage establishments, off-premises massage services, and persons offering massage. The city council recognizes massage as a valid professional service offering the public health and therapeutic benefits. The city council, however, finds that prior regulations have not satisfactorily addressed serious crime problems of the residents of the City of Milpitas. The City wishes both to recognize the practice of massage as a valid professional field and to discourage prostitution, human trafficking and other unlawful activity which otherwise may become associated with some massage establishments. The intent of these regulations is that no person shall perform or administer a massage for compensation in the City of Milpitas, unless such person has in effect a valid certificate issued by the California Massage Therapy Council (CAMTC) and such person complies with State law and the requirements of this Chapter.

~~The purpose of this Chapter is to ensure that persons offering massage services conduct their work in a lawful and professional manner; that they possess the minimum necessary qualifications and training; and that they comply with minimum building sanitation and health standards.~~

~~(Ord. 172.3 (part), 4/18/95; Ord. 172.2 (part), 10/18/94)~~

This Chapter relies upon the State certification process of the California Massage Therapy Council under California Business and Professions Code section 4600 et seq. In addition, this Chapter provides certain minimum standards for the operation of massage businesses.

This Chapter is adopted under the authority of Government Code sections 51030 through 51034, Government Code section 37101, Business and Professions Code section 16000, and California Constitution Article XI, Section 7.

III-6-2 – Definitions

Unless a particular provision or its context otherwise requires, the definitions and provisions contained in this Section shall govern the construction, meaning, and application of words and phrases used in this Chapter:

~~(a) "Applicant" means the permit applicant and each of the following persons: the managing officer/employee, a general partner, a limited partner who owns or controls twenty percent (20%) or more of the business, a shareholder who owns or controls twenty percent (20%) or more of the shares.~~

(a) "Act" means the Massage Therapy Act (Business and Professions (B&P) Code Section 4600, et seq.), as amended.

(b) "Applicant" means the permit applicant and each owner.

(c) "California Massage Therapy Council" or "CAMTC" means the California Massage Therapy Council established under Business and Professions Code section 4602.

(d) "Certified massage practitioner" or "massage practitioner" means a person who is currently certified as a massage practitioner by the CAMTC pursuant to Business and Professions Code sections 4604.1 and/or 4604.2.

(e) "Certified massage therapist" or "massage therapist" means a person who is currently certified as a massage therapist by the CAMTC pursuant to Business and Professions Code section 4604.

(f) "Chief of Police" means the Chief of Police of the City of Milpitas Police Department, or his or her designee.

(g) "Compensation" means the payment, loan, advance, donation, contribution, deposit, exchange, or gift of money or anything of value. In addition to accepting other forms of compensation, a person may be deemed to have received compensation for performing a massage when the massage is offered as part of a membership, as part of a package of services or as incidental to the purchase of a product.

(h) ~~(b)~~ "Employee" means any person, other than a massage practitioner, employed hired by a massage establishment who ~~may render~~renders any service to the permittee, who ~~receives~~for the business/owner in exchange for any form of compensation from the massage establishment and who has no physical contact with the customers or clients. The term "employee" shall include business, including independent contractors who are regularly employed by the massage establishment.

(i) "Managing officer/employee" means a person that can or does have or share ultimate control over the day-to-day operations of a business.

- (j) ~~(e)~~—"Massage" means any method of treating the external parts of the body, usually with the hands, so as to stimulate circulation and make muscles or joints supple, or relieve tension, for remedial, or health purposes offered in return for any form of consideration. ~~In addition to accepting other forms of compensation, a person may be deemed to have received consideration for performing a massage when the massage is offered as part of a membership, as part of a package of services or as incidental to the purchase of a product.~~ compensation. Methods of massage include, but are not limited to, stroking, kneading, rubbing, tapping, pounding, or stimulating the external parts of the body with or without the aid of any mechanical or electrical apparatus or appliances; or, ~~Message may occur~~ with or without supplementary aids, such as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments, or other similar preparations commonly used in this practice; or by baths, including but not limited to, Turkish, Russian, Swedish, Japanese, vapor, shower, electric tub, sponge, mineral, fomentation, or any other type of bath. Massage includes the application of various manipulation or touch techniques to the muscular structure and soft tissues of the human body as defined in the Act, Business and Professions Code section 4601(e), and recognized as legitimate by CAMTC.
- (k) ~~(d)~~—"Massage establishment" means any establishment having a fixed place of business where any person, firm, association, partnership, ~~or corporation~~ or other entity engages in, conducts, or carries on, or permits to be engaged in, conducted or carried on, any massage. ~~for compensation. For the purpose of this Chapter, the term "massage establishment" shall also include, but not be limited to, any business providing off-premises massage services.~~
- ~~(e) "Massage practitioner," "massage trainee," "masseur," and "masseuse" means any person who administers massage to another person, for any form of consideration.~~
- (l) "Massage technician" means and includes both a "massage practitioner" and a "massage therapist" as defined by this Chapter.
- (m) ~~(f)~~—"Off-premises massage service" means any business where a function of such business is to engage in or carry on massage, not at a fixed location but at a location designated by the customer, massage ~~practitioner~~ technician, or other person, ~~and sometimes known as an out-call massage service.~~
- (n) "Owner" means any individual who has any direct or indirect ownership interest in a massage establishment.
- (o) ~~(g)~~—"Permit," ~~as used in this Chapter, shall mean a massage establishment permit, off-premises massage service permit or massage practitioner permit and~~ means a Massage Establishment Permit issued pursuant to this Chapter. For purposes of this Chapter, the term "permit" shall not be used to refer to a business license license issued by the Finance Department or to use permits issued by the Planning Commission any permit or approval issued pursuant to Milpitas Municipal Code Title XI, Chapter 10-, unless the specific context provides otherwise.
- (p) ~~(h)~~—"Permittee," ~~as used in this chapter, means any and all applicants who have~~ means the applicant and each owner(s) who has been issued a massage establishment permit, or off-premises massage service permit, or massage practitioner permit.
- (q) "Rent-space massage therapist" means a person who provides massage at a massage establishment but is not an employee of the business.
- (r) "Sole provider" means a massage business where the owner owns 100 percent of the business, is the only person who provides massage for compensation at or for that business, and has no other employees, independent contractors or rent-space massage therapists.

~~(i) "Recognized school of massage" means any school or institution of learning which teaches the theory, ethics, practice, profession, or work of massage, and which has been approved pursuant to the California Education Code. Schools offering a correspondence course not requiring attendance shall not be deemed a recognized school of Massage. The City of Milpitas shall have the right to confirm that the applicant has actually attended class in a recognized school of massage.~~

~~(Ord. 172.3 (part), 4/18/95; Ord. 172.2 (part), 10/18/94)~~

~~III-6-3 – CAMTC Certification and Permit Required—Massage Establishment; Off-Premises Service; Massage Practitioner~~

- (a) Individuals. On and after January 1, 2020, it shall be unlawful for any individual to practice massage therapy for compensation whether as a sole provider, as an employee or rent-space therapist of a massage establishment, or in any other capacity within the City of Milpitas unless that individual obtains and maintains a valid certificate from CAMTC as a certified massage practitioner or certified massage therapist.

~~(b) Message Establishments. On and after January 1, 2020, it shall be unlawful for any person, association, partnership or corporation or any other entity to engage in, conduct or carry on, or permit to be engaged in, conducted or carried on, in or upon any premises within the City of Milpitas, the operation of a massage establishment or off-premises massage service or the function of a unless all massage technicians providing massage, whether as employees or rent-space therapists, maintain a valid certificate from CAMTC as a certified massage practitioner without first having or certified massage therapist, and said massage establishment has obtained a permit issued by the City of Milpitas pursuant to the provisions set forth in this Chapter. Such permit shall be valid for twelve (12) months from the date of issuance unless revoked or suspended, and shall be renewed annually as required by Section III-6-14 of this Chapter.~~

~~(Ord. 172.3 (part), 4/18/95; Ord. 172.2 (part), 10/18/94)~~
III-6-4 - Business License Requirement

At the time of application for a permit to operate a massage establishment, the applicant shall also apply for and furnish the information necessary to obtain a business license as required by Title III, Chapter 1 of this ~~code~~Code. No business license shall be issued until the investigation is completed and the ~~permit to operate~~Massage Establishment Permit is approved. The business license shall be issued upon approval of the ~~permit to operate~~Massage Establishment Permit and upon payment of the business license fee as provided in Title III, Chapter 1.

~~(Ord. 172.3 (part), 4/18/95; Ord. 172.2 (part), 10/18/94)~~
III-6-5 – Exemptions

The provisions of this ~~chapter~~Chapter shall not apply to the following establishments or classes of individuals who perform massage while employed in their professional capacities:

- ~~(a) (a)~~—Physicians, surgeons, chiropractors, osteopaths, nurses, physical therapists, or acupuncturists, who are duly licensed to practice their respective professions in the State of California and persons working directly under the supervision of such licensed persons. "Working directly under the supervision" means that the person is an employee of the licensed person, is working at the same location as the licensed person, has his or her work supervised by the licensed person, and that the licensed person is present when the employee is performing massage. This exemption shall not apply if the business performs massage on persons for whom the licensed person does not provide professional services.
- ~~(b) (b)~~—Barbers, beauticians, cosmetologists, and other persons licensed to practice any healing art under the provisions of Division 2 (commencing with Section 500) of the California Business and Professions Code while engaging in practices within the scope of their licenses, and who perform massage only on the neck, face and/or scalp of the customers.
- ~~(c) (c)~~—Personal fitness training centers, gymnasiums, athletic facilities or health clubs, when the giving of massage for compensation is not a principal function of such businesses. The determination of whether massage constitutes a principal or incidental function of personal fitness training centers, gymnasiums, athletic facilities or health clubs shall be made by the Chief of Police, based upon consideration of the percent of income that the business derives from massages, the amount of floor space devoted to and the number of employees assigned to massage services, as well as the manner in which the business advertises and holds itself out to the public. The decision of the Chief of Police regarding whether a particular business is entitled to this exemption shall be final.
- ~~(d) (d)~~—Hospitals, nursing homes, sanitariums, or any other healthcare facilities duly licensed by the State of California.
- ~~(e) (e)~~—Accredited high schools, junior colleges, and colleges or universities whose coaches and trainers are acting within the scope of their employment.
- ~~(f) (f)~~—Trainers of amateur, semi-professional or professional athletes or athletic teams, while engaging in their training responsibilities for and with athletes; and trainers working in conjunction with a specific athletic event such as an outdoor road or bike race.
- ~~(g) (g)~~ Massage practitioners that Sole providers, including sole providers operating an off-premise massage service, who have a valid certificate issued by the Massage Therapy Organization (also known as the California Massage

Therapy Council), pursuant to Business and Professions Code Chapter 10.5 of Division 2, commencing with Section 4600 CAMTC pursuant to the Act, either as a certified massage practitioner or a certified massage therapist, and who are practicing consistent with the qualifications established by such certificate. Notwithstanding the foregoing, this provision shall not exempt such certified massage practitioners from the requirements of Sections III-6-4, To qualify for this exemption, a sole provider shall file a copy of his or her current, valid massage practitioner or massage therapist certification and identification card issued by the CAMTC with the Chief of Police and comply with each of the following:

- (1) The requirement to obtain a business license from the City of Milpitas pursuant to Title III, Chapter 1 of this Code;
- (2) Section III-6-8, except for subsections (to the extent applicable and excluding subsection 6-8(dk), 6-8(h) and 6-8(i), III-6-9, III-6-11, and III-6-20 of this Chapter; and
- (3) All applicable local building, health and safety, building, zoning and other requirements, as permitted by state law.

~~(Ord. 172.40 (part), 6/17/03; Ord. 172.3 (part), 4/18/95; Ord. 172.2 (part), 10/18/94)
(Ord. No. 172.5, § 2, 10-20-2009)~~

~~III-6-6 - Massage Establishment, and Off-Premises Massage Service Permit Application~~

~~(a) Any person, corporation, or partnership desiring to obtain a permit to operate a massage establishment or off-premises massage service shall make application to the Chief of Police or his or her authorized representative. Prior to submitting such application, a non-refundable fee shall be paid in the amount of two hundred dollars (\$200.00) for each applicant listed on the application up to a maximum of one thousand dollars (\$1,000.00) or such sum as set forth in the City Fee Schedule. An applicant for an off-premises massage service permit who has a valid massage practitioner permit and who will be the sole practitioner for the off-premises massage service, shall pay a fee of one hundred dollars (\$100.00) or such sum as set forth in the City Fee Schedule. Such fees shall be used, in part, to defray the cost of the investigation required by this Chapter. A copy of the receipt for payment shall accompany each application.~~

- (a) Any person desiring to obtain a Massage Establishment Permit shall file a written application with the Chief of Police on a form provided by the City. At the time of filing an application for a Massage Establishment Permit, applicants shall pay a non-refundable fee in an amount established by resolution of the City Council.
- (b) ~~(b)~~The application and fee required under this Section shall be in addition to any license, permit or fee required under any other Chapterchapter of this codeCode or any other regulation of the City of Milpitas.
- (c) ~~(c)~~The application for a massage establishment or off-premises massage service permitMassage Establishment Permit does not authorize a massage establishment or off-premises massage service to operate until such permit has been issued. The massage establishment shall also obtain any approvals or permits required by Title XI, Chapter 10 (Zoning Ordinance) of this Code.
- (d) ~~(d)~~EachThe applicant for a permit, each owner of the massage establishment and the managing officer/employee shall submit the following information under penalty of perjury:

- (1) ~~(1)~~The full true name under which the business will be conducted.
- (2) ~~(2)~~The present or proposed address where the business is to be conducted.
- (3) ~~(3)~~The applicant's full, true name, other names used, date of birth, California driver's license number or California identification number, social security number (unless prohibited by law), present home address and home telephone number.

[Text continues on page 143]

- (4) ~~(4)~~The sex, height, weight, color of hair, and color of eyes.
- ~~(5) Such other identification and information as required by the Chief of Police or his or her representative, necessary to discover the truth of the responses provided in the application.~~
- (5) Proof that the applicant is at least eighteen (18) years of age.
- (6) ~~(6)~~The previous two (2) residences of the applicant and the inclusive dates at each address.
- (7) ~~(7)~~The applicant's business, occupation, and employment history for ten (10) years preceding the date of application, and the inclusive dates of same.
- (8) ~~(8)~~The massage permit history of the applicant, including: whether such person has ever had any such permit or license issued by any agency, board, city, county, territory, or state; the date of issuance of such a

permit or license; whether the permit or license was revoked or suspended; or ~~if a vocational or professional license or permit was issued, revoked, or suspended~~ other disciplinary action taken and the reason therefor.

- (9) ~~(9)~~—All convictions for any crime involving conduct which requires registration under California Penal Code Section 290, convictions under California Penal Code Sections 266i, 314, 315, 316, 318, 647(a), 647(b), or 415 as a result of an arrest for 647(b) (as now written or as amended), or convictions of crimes designated in Government Code Section 51032 ~~(b)~~ (as now written or as amended), including any felony involving the sale of a controlled substance specified in Sections 11054-11058 of the California Health and Safety Code (as now written or as amended), or convictions of any crime involving dishonesty, fraud, deceit, violence or moral turpitude, and any outstanding warrants for arrest and any pending criminal case. Convictions that have been expunged must be reported.
- (10) ~~(10)~~—All convictions for crimes under the laws of any other state or country which proscribe the same conduct or similar conduct as the California crimes designated in Section 6(d)(9). Convictions that have been expunged must be reported.
- (11) ~~(11)~~—All injunctions that have been issued against the applicant for nuisances under California Penal Code Section 11225 or for nuisances issued under similar laws of other states.
- (12) ~~(12)~~—A complete description of all services to be provided.
- (13) A register that lists all massage technicians providing massage at or through the business, whether as employees, independent contractors and rent-space therapists, and each such person's state certificate number, home address, date of hiring, and whether the massage technician will be performing outcall massage. For each proposed massage technician, a copy of that person's current certification from the CAMTC as a certified massage practitioner, certified massage therapist, or conditionally certified massage practitioner and a copy of that person's CAMTC-issued identification card.
- (14) ~~(13)~~—The name, address, date of birth, California driver's license number or California identification number, social security number (unless prohibited by law), of each ~~massage practitioner or other~~ employee who is or will be employed in the massage establishment ~~or off-premises massage service.~~
- (15) ~~(14)~~—The name and address of any other massage business or other like establishment owned or operated by any person whose name is required to be given pursuant to this section.
- ~~(15) Acceptable written proof that the applicant is at least eighteen (18) years of age.~~
- (16) ~~(16)~~—If the applicant is a corporation, limited liability company or other entity type, the name of the corporation or company shall be set forth exactly as shown in its articles of incorporation or charter, together with the state and date of incorporation and the names and home addresses of each of its current officers and directors, and of each stockholder ~~holding more than twenty percent (20%) of the stock of that corporation or member.~~
- (17) ~~(17)~~—If the applicant is a partnership, the application shall set forth the name and home address(es) of each of the partners, including limited partners. If the applicant is a limited partnership, it shall furnish a copy of its certificate of limited partnership as filed with the ~~County Clerk~~ Secretary of State. If one or more of the partners is a corporation, the provisions of this subsection pertaining to corporate applicants shall apply to the corporate partner as well.
- (18) ~~(18)~~—The name of the ~~officer, general partner or owner~~ or employee designated by the applicant, ~~corporation or partnership~~ who shall act as the managing officer/employee. Such person shall complete and sign all application forms required of an individual applicant under this Chapter. The ~~corporation's or partnership's~~ managing officer/employee must, at all times, meet all of the requirements set for permittees by this Chapter or the ~~corporation or partnership~~ permit shall be suspended until a managing officer/employee who meets such requirements is designated. If no such person is designated within ninety (90) days, the ~~corporation or partnership~~ permit is deemed canceled and a new application for permit must be filed.
- (19) ~~(19) Fingerprints to be furnished at a place designated by the Chief of Police. Such fingerprints shall be used for the purpose of establishing identification. Fingerprinting will be taken~~ For each applicant or owner who is not CAMTC certified, fingerprints must be furnished at a place designated by the Chief of Police. Any fee required for fingerprinting fee will be the responsibility of the applicant.
- (20) ~~(20)~~—Two (2) photographs of the applicant, each owner and managing officer/employee to be taken by the ~~police department~~ Police Department.

- (21) ~~(21)~~—A description of any other business to be operated on the same premises, or on adjoining premises, owned or controlled by the applicant or owners.
- (22) ~~(22)~~—The name and address of the owner and lessor of the real property upon or in which the business is to be conducted. In the event the applicant is not the legal owner of the property, the application must be accompanied by a copy of the lease and a notarized acknowledgment from the owner of the property that a massage establishment will be located on his or her property.
- (23) ~~(23)~~—Authorization for the City of Milpitas, its agents and employees, to seek information and conduct an investigation into the truth of the statements set forth in the application ~~and into the background of the applicant and the managing officer/employee~~.
- (24) ~~(24)~~—Proof of massage malpractice insurance in the sum of not less than one hundred thousand dollars (\$100,000.00) per licensed massage ~~practitioner or massage~~ technician employed at the massage establishment up to a maximum of five hundred thousand dollars (\$500,000.00). This requirement may be satisfied by malpractice insurance being provided in the name of individual massage ~~practitioners~~ technicians.
- (25) ~~(25)~~—The applicant shall notify the Chief of Police of any change of address or fact ~~which~~ that may occur during the process of applying for a ~~massage establishment~~ permit.

(e) Processing of Application and Investigations.

- (1) ~~(e)~~—The Chief of Police ~~or his or her authorized representative~~ shall have up to sixty (60) days after submission of all required information, including the required certificate of occupancy, to investigate the application and the background of the applicant, provided said sixty (60) days may be extended for such period as may be necessary to obtain fingerprint records from the appropriate state agency.
- (2) Upon receipt of an application for a new massage establishment, the Chief of Police shall refer the application to the City's applicable departments, which shall review the application and if necessary, inspect the premises to ensure that the operation of the business at the designated site will comply with the provisions of this Chapter and the City's zoning, building, fire and safety standards, and any other applicable codes. If any permit or approval is required for the massage establishment pursuant to Title XI, Chapter 10 (Zoning Ordinance) of this Code, the applicant shall comply with such requirements.

(f) Grounds for Denial. Upon the completion of the investigation, the Chief of Police shall grant the permit, with or without conditions, if the Chief of Police finds in the exercise of his or her discretion all of the following:

- (1) ~~(4)~~—The required fee has been paid.
- (2) ~~(2)~~—The application conforms in all respects to the provisions of this Chapter and to all other laws.
- (3) ~~(3)~~—The applicant has not made a material misrepresentation in the application.
- (4) ~~(4)~~—The applicant, ~~if an individual; or any of the stockholders of the corporation; or any officer or director; if the applicant is a corporation; or a partner if the applicant is a partnership; or each owner and~~ the managing officer/employee has not, within ten (10) years preceding the submission of the application, been convicted of, or pleaded guilty or no contest to, ~~an offense involving conduct which requires registration under California Penal Code Section 290, or of~~ conduct which is a violation of the provisions of California Penal Code Sections 266i, 314, 315, 316, 318, 647(a), 647(b) or 415 as a result of an arrest for 647(b) (as now written or as amended), or of any crime designated in California Government Code Section 51032 ~~(b)~~ (as now written or as amended), including any felony involving the sale of a controlled substance specified in Sections 11054—11058 of the California Health and Safety Code (as now written or as amended), or of any other crime involving dishonesty, fraud, deceit, violence or moral turpitude, or has not been enjoined under California Penal Code Section 11225 through 11235 (as now written or as amended). Convictions under the laws of other states or countries which proscribe the same or similar conduct as the California crimes stated above shall also be considered.
- (5) The applicant, each owner and the managing officer/employee is not required to register under the provisions of California Penal Code Section 290.
- (6) ~~(5)~~—Within five (5) years preceding application, the applicant, owner(s) or managing officer/employee has not had a massage establishment ~~permit, off-premises massage service~~ permit, massage practitioner permit,

or other similar permit or license revoked or suspended by the City of Milpitas, or any other state or local agency; ~~or engaged in, and has not been subject to discipline by any state or local agency for conduct or operated a massage or similar establishment in a manner that would be grounds for revocation of a permit under this Chapter; or owned or managed a massage establishment or similar establishment where persons required to be licensed were allowed to work without the required licenses.~~

(7) ~~(6)~~—The applicant, each owner and the managing officer/employee is at least eighteen (18) years of age.

(8) ~~(7)~~—The permit as requested by the applicant would comply with all applicable laws, including, but not limited to, health, zoning, fire and safety requirements and operating standards.

~~(8) The applicant has not surrendered, or had revoked, a massage permit issued by any other jurisdiction due to a violation of that jurisdiction's applicable ordinance or regulations.~~

(fg) ~~If the Chief of Police~~ Notice to applicant of Grant or Denial of Application. The Chief of Police, or authorized representative, following investigation of the applicant, ~~fails to make the findings stated in Section III-6-6(e), the Chief shall deny said application by~~ shall give written notice to the applicant of the grant or denial of the application for a permit. If the application is denied, the notice shall advise the applicant of the reasons for the denial and his/her right to appeal through the procedures set forth in Section III-6-18. The Chief of Police may delay issuance of the permit if the applicant is being prosecuted for a violation of any of the Penal Code sections specified in Section III-6-6(e)(4) ~~for an additional period of up to one hundred and eighty (180) days. If, during this period of delay, the~~ until final adjudication. If the applicant pleads guilty, pleads no contest, or is found guilty, the Chief of Police shall deny the application.

~~(Ord. 172.40 (part), 6/17/03; Ord. 172.3 (part), 4/18/95; Ord. 172.2 (part), 10/18/94)~~

III-6-7 - Massage Establishment and Off-Premises Massage Service Operating Requirements Standards

~~No person shall engage in, conduct, carry on, or permit to be engaged in, conducted, or carried on, any massage establishment or off-premises massage service unless each and all of the following requirements are met:~~

(a) ~~Each person employed or acting as a massage practitioner shall have a valid massage practitioner permit issued by the Chief of Police which shall be clearly visible on the massage practitioner's person during working hours. It shall be unlawful for any owner, manager, operator, managing officer/employee, or permittee to employ or permit a person to act as a massage practitioner who is not listed on the massage establishment permit application or off-premises massage service permit application and who is not in possession of a valid massage practitioner permit issued pursuant to this Chapter.~~

~~(b) The possession of a valid massage establishment permit or off-premises massage service permit does not authorize the possessor of the permit or any other person to perform work for which a massage practitioner permit is required.~~

Each massage establishment that is permitted under this Chapter shall comply with each and all of the following requirements:

(a) At all times during business hours the permit issued pursuant to Section III-6-6 shall be displayed. The permit shall be displayed in a conspicuous place so that it may be readily seen by all persons entering the premises of the massage establishment.

(b) Each massage technician shall be CAMTC certified and in good standing. It shall be unlawful for a permittee to employ or permit a person to provide massage as a rent-space therapist who is not listed on the massage technician register provided pursuant to Section III-6-6(d)(13). If a massage technician's CAMTC certification is suspended or revoked or if an individual is not CAMTC certified, the permittee shall not allow such person to provide massage at or through the massage establishment.

(c) A massage technician shall operate only under the name specified in his or her CAMTC certificate. A massage establishment shall only operate under the name designated in its permit.

(d) The permittee shall display the CAMTC certificate of each and every massage technician in an open and conspicuous place on the premises. The permittee shall also ensure that all massage technicians comply with the provisions of the Massage Therapy Act (B&P Code § 4608) requiring that a certificate holder have his or her identification card in his or her possession while providing massage services for compensation.

(e) ~~(e)~~—Massage services shall be provided or given only between the hours of 7:00 a.m. and 10:00 p.m. No massage establishment shall be open and no customer shall be in such massage establishment between the hours of 10:30

p.m. and 7:00 a.m. ~~No off-premises massage shall be provided or given between the hours of 10:00 p.m. and 7:00 a.m.~~

- (f) ~~(d)~~—A list of services available, and the cost of such services, shall be posted in an open public place within the premises and shall be described in readily understandable language. No ~~owner, manager, operator, managing officer/employee, or permittee~~ shall ~~permit/allow~~, and no massage ~~practitioner/technician~~ shall offer or perform, any service other than those posted.
- (e) ~~Any massage practitioner who provides massage at any hotel or motel, shall first notify the owner, manager, or person in charge thereof that such permittee intends to provide massage to a person or persons registered at the hotel or motel and give such owner, manager, or person in charge the name on his or her massage practitioner permit.~~
- (f) ~~The massage establishment permit, and a copy of the permit of each and every massage practitioner employed by a massage establishment shall be displayed in an open and conspicuous place on the premises.~~
- (g) ~~(g)~~—Every massage establishment and off-premises massage service shall keep a written record of the date and hour of each service provided, the name and address of each patron and the service received, and the name of the massage practitioner administering the service. A written daily register recording each client, the assigned room (or location of outcall massage service), the massage technician who treated the client, a description of service(s) performed, the price of the services, including any gratuity or tip, and the time of the appointment shall be maintained. This daily register shall be completed by the close of business each day. Such records shall be open to inspection only by City officials, including members of the Police Department, City Code Enforcement Officers, and the City Attorney, who are charged with enforcement of this chapter/Chapter. These records may not be used for any other purpose than as records of services provided and may not be provided to other parties by the massage establishment ~~or off-premises massage service~~ unless otherwise required by law. Such records shall be retained on the premises of the massage establishment ~~or at the off-premises massage service business office~~ for a period of two (2) years.
- (h) The permittee shall be responsible for ensuring that each and every massage technician complies with the provisions of the Massage Therapy Act (B&P Code § 4609) related to dressing requirements, including dressing while engaged in the practice of massage for compensation, or while visible to clients in a massage establishment, in attire that is not: transparent, see-through, or substantially exposes the certificate holder's undergarments; swim attire, if not providing a water-based massage modality approved by CAMTC; a manner that exposes the certificate holder's breasts, buttocks, or genitals; a manner that constitutes a violation of section 314 of the Penal Code; or a manner that has been deemed by CAMTC to constitute unprofessional attire.
- (h) ~~Massage establishments shall at all times be equipped with an adequate supply of clean sanitary towels, table coverings and linens. Clean towels, coverings and linens shall be stored in enclosed cabinets. Towels and linens shall not be used on more than one (1) patron, unless they have first been laundered and disinfected. Disposable towels and coverings shall not be used on more than one (1) patron. Soiled linens and paper towels shall be deposited in separate, approved receptacles.~~
- (i) ~~Wet and dry heat rooms, steam or vapor rooms or cabinets, toilet rooms, shower and bath rooms, tanning booths, whirlpool baths and pools, shall be thoroughly cleaned and disinfected as needed, and at least once each day the premises are open, with an approved disinfectant. Bathtubs shall be thoroughly cleaned with an approved disinfectant after each use. All walls, ceilings, floors, and other physical facilities for the establishment must be in good repair and maintained in a clean and sanitary condition.~~
- (j) ~~Instruments utilized in performing massage shall not be used on more than one (1) patron unless they have been sterilized using approved sterilization methods.~~
- (k) ~~All employees, and massage practitioners, shall perform their work fully clothed, be clean and wear clean outer garments which are used and worn only at the establishment (i.e., a smock).~~
- (l) ~~Doors to dressing rooms may not be locked. Draw drapes, curtain enclosures, or accordion-pleated closures are acceptable on all inner dressing and treatment rooms in lieu of doors.~~
- (i) ~~(m)~~—No person shall enter, be, or remain in any part of the premises of a massage establishment while in possession of an open container of alcohol, or while consuming or using any alcoholic beverage or drugs, except pursuant to a prescription for such drugs. The owner, operator, managing officer/employee, manager, or permittee shall not permit any such person to enter or remain upon such premises.

- ~~(j) (n)~~—No massage establishment or off-premises massage service shall operate as a school of massage, or use the same facilities as that of a school of massage.
- (k) The permittee shall comply with the Massage Therapy Act (B&P Code §§ 4608, 4609, 4611) provisions relating to advertising, including requiring certificate holders: to include the name under which he or she is certified and his or her certificate number in any and all advertising of massage for compensation; to not engage in sexually suggestive advertising related to massage services; to not hold himself or herself out as a certified massage therapist or practitioner, or use terms such as “licensed” or “certified,” that imply that an uncertified person is certified as a massage therapist or practitioner; to not falsely state or advertise or put out any sign or card, or to falsely represent to the public, that any individual is licensed, certified, or registered as a massage therapist or practitioner if that individual is not so certified.
- ~~(e) No massage establishment or off-premises massage service which has been granted a permit under the provisions of this Chapter shall place, publish or distribute or cause to be placed, published or distributed any advertising matter that depicts any portion of the human body that would reasonably suggest to prospective customers that any service is available other than those services described in Section 6-2(c) of this Chapter. No massage establishment or off-premises massage service shall employ language in the text of such advertising that would reasonably suggest to a prospective patron that any service is available other than those services as described in Section 6-2(c) of this Chapter.~~
- ~~(p) At least one entrance door, allowing access to the massage establishment and any building it may be located in, shall remain unlocked during business hours. The premises and facilities shall meet all code requirements of the city as to the safety of the structure and the adequacy of the plumbing, heating, ventilation and waterproofing of rooms where showers or water or steam baths are given.~~
- (l) (q)—A massage shall not be given unless the patron's genitals are fully covered.
- (m) The permittee shall be responsible for ensuring that each and every massage technician complies with the Massage Therapy Act (B&P Code § 4609(a)) provisions relating to sexual acts, including the prohibitions on: engaging in any form of sexual activity on the premises of a massage establishment where massage is provided for compensation, excluding a residence; engaging in sexual activity while providing massage services for compensation; providing massage of the genitals or anal region; or providing massage of female breasts without the written consent of the person receiving the massage and a referral from a licensed California health care provider.
- (n) The permittee must comply with all state and federal laws, including but not limited to those pertaining to disabled clients.
- ~~(r) No massage establishment shall be open for business without at least one massage practitioner on the premises at all times who is in possession of a valid permit.~~
- ~~(s) Only a massage table shall be used for massage. No pads or mattresses shall be placed on the floor.~~
- ~~(t) No condoms shall be kept in the Massage establishment unless they are the personal property of persons on-site and for the individual's personal off-site use.~~
- (o) (u)—Any change with respect to the information contained in the permittee's application shall be reported to the Chief of Police within ten (10) days of such change.

~~(Ord. 172.3 (part), 4/18/95; Ord. 172.2 (part), 10/18/94)~~

~~III-6-8 - Massage Establishment Facilities Regulations-~~

~~Every~~In addition to the operating conditions under section III-6-7, every massage establishment shall maintain facilities ~~which~~that meet the following requirements:

~~(a) Any signs posted on the premises shall conform in all respects with all applicable laws and regulations of the City of Milpitas.~~

(a) Comply with all applicable building, fire, safety, health, electrical, plumbing, mechanical, heating and ventilating, sanitation, and other laws and regulations of the City of Milpitas applicable to the premises.

(b) (b)—~~Minimum~~Provide minimum lighting ~~shall be provided~~ in accordance with Article 220 of the Uniform Electrical Code and, in addition, at least one artificial light of not less than forty (40) watts shall be provided in each room or enclosure where massage services are performed on patrons.

- ~~(c) Minimum ventilation shall be provided in accordance with the Uniform Building Code.~~
 - ~~(d) Treatment room doors shall remain unlocked at all times.~~
 - (c) Maintain an adequate supply of clean sanitary towels, table coverings and linens. Clean towels, coverings and linens shall be stored in enclosed cabinets. Towels and linens shall not be used on more than one (1) patron, unless they have first been laundered and disinfected. Disposable towels and coverings shall not be used on more than one (1) patron. Soiled linens and paper towels shall be deposited in separate, approved receptacles.
 - (d) Wet and dry heat rooms, steam or vapor rooms or cabinets, toilet rooms, shower and bath rooms, tanning booths, whirlpool baths and pools, shall be thoroughly cleaned and disinfected as needed, and at least once each day the premises are open, with an approved disinfectant. Bathtubs shall be thoroughly cleaned with an approved disinfectant after each use. All walls, ceilings, floors, and other physical facilities for the establishment must be in good repair and maintained in a clean and sanitary condition.
 - (e) Instruments utilized in performing massage shall not be used on more than one (1) patron unless they have been sterilized using approved sterilization methods.
 - ~~(f) Adequate equipment for disinfecting and sterilizing instruments used in performing the acts of massage shall be available.~~
 - (g) Provide either a separate room or dressing and locker facilities for each client. However, dressing and undressing may occur in the same room as massage therapy if the client is alone in the room with the door(s) closed and opaque coverings are present on any windows while undressing or dressing.
 - ~~(h) Hot and cold running water shall be available~~ Treatment room doors shall remain unlocked at all times.
 - ~~(g) Closed cabinets shall be available for storage of clean linens.~~
 - ~~(h) Separate dressing room and locker facilities shall be provided for persons of each gender. One locker shall be provided for each treatment room and at least one toilet facility shall be located within the massage establishment.~~
 - (i) A minimum of one wash basin for massage practitioners/technicians shall be provided at all times. Such basin shall be located within, or as near as practicable to, the treatment area devoted to the performing of massage. Sanitary towels shall also be provided at each basin. Hot and cold running water shall be available at all times.
 - ~~(j) Pads used on massage tables shall be covered with approved~~ a durable, washable plastic or other waterproof material.
 - (k) At least one entrance door, allowing access to the massage establishment and any building it may be located in, shall remain unlocked during business hours. This section shall not prohibit a massage establishment from locking its external doors if the massage establishment is a sole proprietorship (owned by one individual with one or no employees or rent-space therapists).
 - ~~(k) Proof of compliance with all applicable provisions of the City of Milpitas Municipal Code shall be provided prior to the issuance of any permit.~~
- ~~(Ord. 172.3 (part), 4/18/95; Ord. 172.2 (part), 10/18/94)~~
- III-6-9 - Inspection by Officials

The investigating and enforcing officials of the City of Milpitas, or their designees, shall have the right to enter the premises of any permitted massage establishment during regular business hours ~~for the purpose of making to make~~ reasonable inspections and to observe and enforce compliance with building, fire, electrical, plumbing or health regulations, and to enforce compliance with the applicable regulations, laws, and provisions of this Chapter. The City shall conduct inspections shall be conducted at a time and in a manner that will minimize business interruption.

~~(Ord. 172.3 (part), 4/18/95; Ord. 172.2 (part), 10/18/94)~~

III-6-10 - Permits ~~Nonassignable~~ Non-Assignable

No massage establishment ~~or off-premises massage service~~ permit may be sold, transferred or assigned by the permittee, or by operation of law, to any other person or persons. Any such sale, transfer or assignment, or attempted sale, transfer or assignment, shall be deemed to constitute a voluntary surrender of such permit and such permit shall thereafter be deemed terminated and void. Except, however, ~~if the permittee is a partnership and one or more of the partners should die, one or more of the surviving partners may acquire, by purchase or otherwise, the interest of the deceased partner or partners~~

~~without affecting a surrender or termination of such permit and in each case the permittee shall thereafter be deemed to be the surviving partner(s). If the permit is issued to a corporation, stock or ownership interests of the owners may be sold, transferred, issued, or assigned to stockholders those owners who have been named on the permit application. If any stock or ownership is sold, transferred, issued, or assigned to a person not listed on the application as a stockholder or an owner, the permit shall be deemed terminated and void unless the identities of the new stockholders owners are reported to the Chief of Police within at least ten (10) days of prior to such transfer and they. The new owners shall meet all requirements under this Chapter for applicants. If the Chief of Police, in his or her discretion, determines that the person satisfies the requirements relating to applicants, the existing permit shall be endorsed to include the person. A fee as set by resolution of the City Council shall be paid to the City for the investigation by the Chief of Police (or his or her authorized representative) necessitated by each sale or transfer.~~

~~(Ord. 172.3 (part), 4/18/95; Ord. 172.2 (part), 10/18/94)
III-6-11 - Change of Location or Name~~

~~(a) A change in the location of a massage establishment must be submitted for approval by the Chief of Police, the Planning Director of Community Development, and the Fire Chief, or their designated representatives. Approval shall be granted for the change provided that all laws and regulations of the City of Milpitas are complied with including, but not limited to, A change in the location of a massage establishment may require approval in accordance with the provisions of Milpitas Municipal Code, Title XI, Chapter 10. (Zoning Ordinance). If the Chief of Police, in his or her discretion, determines that the new location satisfies the requirements of this Chapter, the existing Massage Establishment Permit shall be amended for the new location. A fee, as set by resolution of the City Council, shall be paid to the City to cover the cost of the investigation by the Chief of Police (or his or her authorized representative) necessitated by each change of location.~~

~~(b) No permittee shall operate under any name, nor conduct any massage establishment or off-premises massage service under any designation, not specified in the approved permit.~~

~~III-6-12 – Reserved~~

~~(c) Any application for the expansion of a building or other place of business which houses a massage establishment shall require compliance with this Chapter. Expansion of a non-conforming location shall not be permitted.~~

~~(Ord. 172.3 (part), 4/18/95; Ord. 172.2 (part), 10/18/94)~~

~~III-6-12 – Massage Practitioner Permit~~

~~(a) No person shall engage in the business of massage or act as a massage practitioner unless such person holds a valid massage practitioner permit issued by the City of Milpitas. Each massage practitioner permit holder shall be issued a photo identification badge which will serve as a massage practitioner permit. The permit holder shall display the massage practitioner permit on his or her person during business hours.~~

~~(b) Each applicant for a massage practitioner permit shall make application to the Chief of Police, or his or her authorized representative. Prior to submitting an application, the applicant shall pay a non-refundable fee of two hundred dollars (\$200.00) or such sum as set forth in the City Fee Schedule. Such fee shall be used, in part, to defray the cost of the investigation required by this Chapter. A copy of the receipt for payment shall accompany each application.~~

~~(c) Permit fees required under this section shall be in addition to any license, permit or fee requirements under any other Chapter of this code or by any other regulation of the City of Milpitas.~~

~~(d) An application for permit does not authorize the applicant to provide massage until such permit has been issued.~~

~~(e) Each applicant for a massage practitioner permit shall submit the following information under penalty of perjury:~~

~~(1) All information required by Section 6-6(d)(3) through (12), (15), (19), (20), (23), and (24).~~

~~(2) The applicant must furnish a diploma or certificate of graduation from a two hundred (200) hour resident course of instruction from either:~~

~~(i) A recognized school of massage as defined in Section III-6-2(i) of this Chapter; or~~

~~(ii) An existing school or institution of learning outside the State of California together with a certified transcript of the applicant's school records showing date of enrollment, hours of instruction and graduation from a~~

course having at least a minimum requirement prescribed by Title 5, Division 21, of the California Administrative Code; wherein the theory, method, profession and work of massage is taught, and a copy of the school's approval by its State Board of Education.

- ~~(3) The massage establishment's full name, address and telephone number if the massage practitioner will be employed at a fixed place of business. In the event the applicant seeks to conduct off-premises massage services not related to the massage establishment, an additional application must be submitted unless the applications are submitted contemporaneously.~~
- ~~(4) Such other identification and information as the Police Department may require in order to substantiate the applicant's claims asserted in the application.~~
- ~~(5) A certificate from a medical doctor licensed to practice in the State of California stating that the applicant, within thirty (30) days immediately preceding the date of application, has been examined and found to be free of any contagious or communicable disease. Pursuant to Health and Safety Code Section 199.20, and unless otherwise required by state or federal law, nothing in this Chapter shall require testing or disclosure as to whether an applicant is infected with the Human Immunodeficiency Virus (HIV).~~
- ~~(6) Written proof that the applicant has successfully completed both a written test and practical performance examination administered by a medical practitioner approved by the City of Milpitas. Successful examinees shall demonstrate a basic knowledge of anatomy, physiology, hygiene, and massage. The massage practitioner applicant shall be required to pass the examination. No applicant may take the test more than two times in a twelve (12) month period. Any costs associated with the examination shall be the responsibility of the applicant and paid directly to the medical practitioner.~~
- ~~(7) A current certification in cardiopulmonary resuscitation and first aid from the American Heart Association or the American Red Cross.~~
- ~~(f) The Chief of Police, or his or her authorized representative, shall have up to sixty (60) days after submission of all required information, including the required certificates to investigate the application and the background of the applicant provided said sixty (60) days may be extended for such period as may be necessary to obtain fingerprint records from the appropriate state agency. Upon completion of the investigation, the Chief of Police shall grant the permit, with or without conditions if, in the exercise of discretion, he or she finds the applicant to be in compliance with the requirements of Section 6-12(b) through (e).~~
- ~~(g) If, following investigation of the applicant, the Chief of Police, or his or her authorized representative finds that the applicant has failed to meet the requirements as set forth in Subsection 6-12(f) above, the application shall be denied and the applicant shall be notified of such denial in writing.~~

~~(Ord. 172.3 (part), 4/18/95; Ord. 172.2 (part), 10/18/94)~~

~~III-6-13 – New Massage Practitioners – Notification~~Notifications

- ~~(a) The holder of the massage establishment or off-premises massage service permit~~A permittee shall notify the Chief of Police, or his or her designee, in writing, of the name and address of each~~person~~new massage technician employed or retained as a rent-space massage practitioner at such massage establishment within~~therapist at least five (5) days of prior to the person's employment or other contract and update the massage technician register with the information specified in section III-6-6(d)(13). The requirements of this section are in addition to the other provisions of this Chapter and nothing contained herein shall relieve the permittee of the responsibility of ascertaining, prior to employment or other contract, that such new employee~~massage technician has a valid~~massage practitioner permit~~CAMTC certification.

~~(Ord. 172.3 (part), 4/18/95; Ord. 172.2 (part), 10/18/94)~~

- (b) A permittee shall immediately report to the Chief of Police, or his or her designee, any of the following:

- (1) Arrests of any massage technicians, employees or owners for an offense other than a misdemeanor traffic offense;
- (2) Resignations, terminations or transfers of massage technicians employed or retained as a rent-space massage therapist by the permittee's business;

- (3) Any disciplinary action taken by the CAMTC regarding a massage technician, employee or owner and submit a copy of any notice or order;
- (4) The occurrence of any event that constitutes a violation of this Chapter or state or federal law related to the conduct of the massage business.

~~III-6-14 - Renewal of permits—Massage Establishment, Off Premises Massage Service, Massage Practitioner~~

~~Each massage establishment, off-premises massage service, and massage practitioner permit shall~~Massage Establishment Permit shall expire on the anniversary date of the issuance of the permit unless suspended or revoked. Permittees shall have thirty (30) days from the date of expiration to renew their permits and may apply for such renewal thirty (30) days prior to expiration. If, upon the thirty-first (31st) day after its expiration an application of renewal has not been received, the permit shall be deemed suspended until such time as the renewal application has been received. No privilege to provide massage shall exist until an application for renewal has been submitted for review. If a renewal application and all required information for the renewal is not received within sixty (60) days after expiration, the permit shall be deemed expired and no privilege to provide massage shall exist.

~~Permittees shall submit an application for renewal each year in the same manner as required for an original application. To be eligible to renew his or her permit, the permittee must demonstrate that he or she has completed in the twelve (12)-month period prior to the submission of the renewal application at least four (4) hours of continuing massage education from a recognized school of massage or any organization recognized by the State of California or the National Massage Certification Board.~~

~~(Ord. 172.40 (part), 6/17/03; Ord. 172.3 (part), 4/18/95; Ord. 172.2 (part), 10/18/94)~~

~~III-6-15 - Application of Regulations to Existing Massage Establishments, Off Premises Massage Services, and Massage Practitioners~~

The provisions of this Chapter shall be applicable to all ~~persons and businesses~~massage establishments, whether the business was established before or after ~~November 18, 1994~~the effective date of this Chapter. ~~Massage establishments or off-premises massage services~~ legally in business prior to ~~November 18, 1994~~ shall have ~~sixty (60) days to file for a massage establishment or off-premises massage service permit~~the effective date of this Chapter shall have until January 1, 2020 to obtain a Massage Establishment Permit and to comply with the provisions of this Chapter. ~~Massage Practitioners who have valid massage technician permits shall have one hundred and eighty (180) days (six (6) months) from November 18, 1994 to apply for a massage practitioner permit under the terms of this Chapter but shall otherwise comply with the regulations set forth herein by December 18, 1994.~~

III-6-16 – Reserved

~~(Ord. 172.3 (part), 4/18/95; Ord. 172.2 (part), 10/18/94)~~

~~III-6-16 – Prohibited Conduct~~

- ~~(a) It shall be unlawful for any massage practitioner or other person to massage or offer to massage the genital area of any patron, or the breasts of any female patron, or for any operator of a massage establishment to allow or permit such massage.~~
- ~~(b) It shall be unlawful for any massage practitioner to be other than fully clothed in non-transparent clothing at all times that shall not expose their genitals, pubic area, buttocks or chest or for any operator of a massage establishment to allow or permit such manner of dress by their employees or massage practitioners.~~
- ~~(c) It shall be unlawful for a massage practitioner to perform any massage services at any location other than that location specified on the massage practitioner permit. If any changes occur to the information contained in the massage practitioner permit, the massage practitioner must notify the Chief of Police, in writing, within ten (10) days of the change. If the massage practitioner changes location where massage is performed, the massage practitioner shall obtain a revised permit prior to performing massage at the new location. If off premises massage services are to be performed, the massage practitioner permit must indicate approval for off-premises massage services.~~

~~(d) It shall be unlawful for any massage establishment, off-premises massage service, or massage practitioner to provide a massage between the hours of 10:00 p.m. and 7:00 a.m.~~

~~(e) It shall be unlawful for any massage establishment or off-premises massage service or any permittee, owner, operator or managing officer/employee to violate any of the mandatory requirements of this Chapter applicable to massage establishments or off-premises massage services. Furthermore, it shall be unlawful for any massage establishment or off-premises massage service or any permittee, owner, operator, or managing officer/employee of any massage establishment or off-premises massage service to allow any massage practitioner to violate any of the mandatory requirements of this Chapter applicable to massage practitioners.~~

~~(f) It shall be unlawful for any massage practitioner to violate any of the mandatory requirements of this Chapter applicable to massage practitioners.~~

~~(Ord. 172.3 (part), 4/18/95; Ord. 172.2 (part), 10/18/94)~~

III-6-17 - Permit Suspension or Revocation

(a) The Chief of Police, or authorized representative, may revoke or suspend a massage establishment permit, off-premises massage service permit or massage practitioner permit (or existing massage technician permit) if the permittee if:

~~(a) Does not possess the qualifications for the permit as required by this Chapter; or~~

(1) The permittee, or a managing officer/employee, an employee, or rent-space massage therapist has made any false, misleading or fraudulent statement of material fact in any application, report or record required to be filed with the City.

(2) The permittee, or a managing officer/employee, an employee, or rent-space massage therapist, has failed to comply with any of the requirements, regulations, standards or conditions of this Chapter.

(3) An individual who is not a certified massage therapist or a certified massage practitioner, or whose CAMTC certification is suspended or revoked, has provided massage at or through the massage establishment.

(4) The permittee, or a managing officer/employee, an employee, or rent-space massage therapist, has allowed or permitted, with or without knowledge, the occurrence of criminal activity on the premises of the massage establishment business or in the conduct of the off-premises massage services.

(5) (b) Has been convicted of any violation of the provisions of this Chapter or of any offense involving conduct which requires registration under California Penal Code Section 290, or has been found to be in violation of the provisions of There have been one or more acts prohibited under California Penal Code Sections 266i, 314, 315, 316, 318, 647(a), 647(b), or 415 as a result of an arrest for 647(b) (as now written or as amended), or has been convicted of any crime designated in California under Government Code Section 51032(b) (as now written or as amended), including any felony involving the sale of a controlled substance specified in Sections 11054—11058 of the California Health and Safety Code (as now written or as amended), or of any other crime any acts requiring registration under California Penal Code Section 290, or of any other criminal acts involving dishonesty, fraud, deceit, violence, or moral turpitude or has been enjoined under California Penal Code Section 11225 (as now written or as amended); or, taking place on the premises of the massage establishment or in the conduct of the off-premises massage services, whether or not any criminal prosecution has been pursued or conviction obtained for such acts, and whether or not they occurred with or without the actual knowledge of the permittee.

(6) The permittee, or a managing officer/employee, an employee, or rent-space massage therapist has committed a misdemeanor, felony or violation of this Chapter in the conduct of the massage establishment.

(7) The permittee has been subject to a permanent injunction against the conducting or maintaining of a nuisance pursuant to this code, or sections 11225 through 11235 of the California Penal Code, or any similar provision of law in any jurisdiction outside the state of California.

(8) The permittee, or a managing officer/employee, an employee, or rent-space massage therapist has failed to abide by any disciplinary action previously imposed by an authorized City official.

~~(c) Has made a material misrepresentation on the permit application or renewal; or~~

(b) Any act or omission of any massage technician providing massage at or through the permittee's business, including rent-space therapists, which constitutes a violation of this Chapter shall be deemed a violation of the permittee.

~~(d) Has operated the massage establishment or off-premises massage service or has engaged in conduct as a massage practitioner in a manner which violates any of the mandatory provisions of this Chapter, any condition of the permit, or any of the laws which would have been grounds for denial of the permit.~~

~~The permittee(s) shall be responsible for those acts of its or their employees and massage practitioners which are done in the course and scope of their employment.~~

~~Notice of suspension or revocation shall be given by personal service or certified mail to the address shown on the last application or renewal. If reasonable attempts to otherwise serve such notice are not successful, service may be provided by first class mail.~~

~~Service shall be deemed complete when personal service is made, when the certified letter is delivered, or when the decision is mailed by first class mail.~~

~~(Ord. 172.40 (part), 6/17/03; Ord. 172.3 (part), 4/18/95; Ord. 172.2 (part), 10/18/94)~~

(c) On determining that grounds for permit suspension or revocation exist, the Police Chief, or designee, shall serve the permittee with written notice of the proposed suspension or revocation. The notice shall state the ground or grounds upon which the decision is based, the effective date of the decision, the right of the permittee to appeal the decision, and that the Police Chief's decision will be final if no written appeal is timely submitted in accordance with Section III-6-18 of this Chapter. The notice is effective within fifteen (15) calendar days from the date of service of the notice. If an appeal is timely and properly filed, then the effective date of the notice is stayed.

(d) No reapplication will be accepted within one (1) year after a permit is revoked.

III-6-18 - Appeal Procedures

~~(a) (a)~~ Appeal to City Manager.

(1) The permittee or applicant, not later than fifteen (15) calendar days after service of notice of revocation, suspension, denial of application or renewal or approval with conditions, may file an appeal by filing a written statement of such appeal, including the grounds for the appeal and the asserted errors in the decision, with the City Clerk.

~~The City Manager or designee shall review the record below and shall allow oral argument not to exceed fifteen (15) minutes per side. Notice of the time for hearing on the appeal before the City Manager or designee shall be given by personal service or certified mail to the address shown on the last application or renewal. If reasonable attempts to otherwise serve such notice are not successful, service may be provided by first class mail.~~

(2) Upon receipt of a timely request for an appeal hearing, the City Manager, or designee, shall notify the applicant in writing of the date, time and place of the hearing before the City Manager, or designee, which shall not be less than ten (10) calendar days after service on the applicant.

(3) At the hearing, both the applicant/permittee and the Chief of Police (or his or her designee) shall have the chance to present evidence, be represented by counsel, and make oral argument not to exceed fifteen (15) minutes per side, relevant to the grounds on which the appeal is filed.

(4) After the hearing, the City Manager or designee shall render a written decision within fifteen (15) calendar days from the date of the hearing. The decision shall set forth the Manager's reason(s) for his or her decision. The decision shall be served upon the permittee by any of the methods acceptable for notification of the hearing. The decision shall be considered final upon service.

~~Service shall be deemed complete when personal service is made, when the certified letter is delivered, or when the notice is mailed by first class mail.~~

~~(b) Appeal of City Manager's Decision to City Council. The permittee or the applicant may appeal the final decision of the City Manager or designee to the City Council within ten (10) calendar days of service of the final decision. The appeal shall be filed with the City Clerk and shall state in writing the grounds for appeal and asserted errors in the City Manager's decision. The appeal shall be made in accordance with the provisions of the Milpitas Municipal Code Title I, Chapter 20.~~

~~(b) The City Manager shall cause a hearing to be set before the City Council within sixty (60) calendar days of the filing of the appeal. The City Council shall render a decision within thirty (30) calendar days of the Council's hearing. Council's decision shall set forth the reason(s) for its decision. Notice of such decision shall be made pursuant to the notice by mail provisions contained in Title I, Chapter 20 of the Milpitas Municipal Code. The Council's decision shall set forth the reason(s) for its decision. The decision shall be considered final upon service made pursuant to the service by mail provisions set forth in Title I, Chapter 20 of the Milpitas Municipal Code.~~

~~(Ord. 172.3 (part), 4/18/95; Ord. 172.2 (part), 10/18/94)~~

~~III-6-19 – Burden of Proof~~

~~(c) Unless otherwise specifically prohibited by law, the~~The burden of proof is on the permittee/applicant in any hearing or other matter under this Chapter.

~~(Ord. 172.3 (part), 4/18/95; Ord. 172.2 (part), 10/18/94)~~

III-6-19 – Service of Any City Notice and Date of Service

Except as otherwise expressly required by a provision of this Chapter, any notice required by this Chapter may be served by personal delivery to any applicant or permittee, or by first class mail. The date of service shall be the date it is personally delivered or placed in a U.S. Postal Service receptacle. Any notice issued to any applicant or permittee may be sent to the mailing address as listed on the application submitted by to the City. Failure of any applicant or permittee to receive a properly addressed notice by mail shall not invalidate any action, decision, determination or proceeding under this Chapter.

III-6-20 - Public Nuisance and Additional Remedies

Any massage establishment operated, conducted, or maintained contrary to the provisions of this Chapter shall be unlawful and a public nuisance, and the City Attorney may pursue any and all remedies available under the law.

~~(Ord. 172.3 (part), 4/18/95; Ord. 172.2 (part), 10/18/94)~~

The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity. In addition to any remedies provided by this Code, or by other law, any violation of this Chapter may be remedied by, without limitation, administrative citation and penalties, administrative or judicial nuisance abatement proceedings, civil code enforcement proceedings, and suits for injunctive relief. In the discretion of the City Attorney, violations of this Chapter may be prosecuted as infractions or misdemeanors when the interests of justice so require.

III-6-21 – Severability

If any ~~Section~~section, subsection, sentence, clause, phrase, or portion of this Chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such provision shall not ~~effect~~affect the validity of the remaining portion thereof.

~~(Ord. 172.3 (part), 4/18/95; Ord. 172.2 (part), 10/18/94)~~

Summary report:	
Litéra® Change-Pro 7.5.0.135 Document comparison done on 4/30/2019	
12:05:48 PM	
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Intelligent Table Comparison: Active	
Original filename:	
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Modified DMS: iw://iManage/iManage/32006915/1	
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<u>Add</u>	358
<u>Delete</u>	319
<i>Move From</i>	0
<i>Move To</i>	0
<u>Table Insert</u>	0
<u>Table Delete</u>	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	677

Item Attachment Documents:

18. Receive an Update on the Rules Subcommittee and Provide Direction on Rules Subcommittee Scope (Staff Contact: Ashwini Kantak, 408-586-3053)

Recommendation: to receive an update on the Rules Subcommittee and provide direction on Rules Subcommittee scope.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive an Update on the Rules Subcommittee and Provide Direction on Rules Subcommittee Scope
Category:	Leadership and Support Services
Meeting Date:	6/18/2019
Staff Contact:	Ashwini Kantak, Assistant City Manager, (408) 586-3053
Recommendation:	Receive an Update on the Rules Subcommittee and Provide Direction on Rules Subcommittee Scope

Background:

On April 16, 2019, the City Council approved the establishment of a new Rules Subcommittee, comprised of the Mayor and Vice Mayor. There was a robust discussion of the Subcommittee's intended role. The direction from Council was to have the new Subcommittee meet to finalize role, scope, and meeting format and frequency, and bring back recommendations to Council before the end of the fiscal year, with a goal to have the Subcommittee hold its first formal meeting as a Rules Subcommittee at the start of the new Fiscal Year 2019-20.

In accordance with Council direction, the first preliminary Subcommittee meeting was held on May 10, 2019, with two additional meetings held on May 30 and June 7. A preliminary update on the Rules Subcommittee was provided to the Council on June 4, 2019. Council feedback was considered at the June 7 Subcommittee meeting and incorporated into the draft Subcommittee scope document.

Analysis:

Over the course of the three Subcommittee meetings, staff presented ideas for the Subcommittee's consideration and received direction with regards to the Subcommittee's role, scope, meeting format and frequency, process for placing items on the Council agenda, and consent calendar items for effective management of Council meeting agendas. A draft Rules Subcommittee Scope document is attached.

Key elements of the Rules Subcommittee Scope document are described below:

1. The purpose of the Subcommittee is to represent Council in guiding and setting the agendas for regular City Council meetings and to support effective City Council meeting management.
2. The Subcommittee includes the Mayor and one other member of the Council, who shall be appointed by the Mayor, with the approval of the City Council, on an annual basis. He/she shall not serve two consecutive years but may be re-appointed to the Subcommittee after a one year break.
3. The Subcommittee shall meet every other week on Fridays, 10 days in advance of regular City Council meetings. If the Subcommittee is unable to meet, the draft City Council agenda will be considered approved by the Subcommittee and shall be posted 6 days in advance of the City Council meeting, in accordance with the City's Open Government Ordinance.
4. As part of the Council Agenda Setting process, the Subcommittee shall do the following:

- a. Review final agenda for the next regular City Council meeting including consent calendar, and Agenda Item requests from Councilmembers, and provide direction on order of discussion items.
 - b. Review and provide input and direction on the draft agenda of the subsequent regular City Council meeting.
 - c. Review major discussion items listed in a rolling six month City Council agenda topics list, including any items added to this list from prior Subcommittee meetings, and provide direction on prioritization of items.
5. Other Discussion Items on the Subcommittee Agenda may include discussion and recommendations to the full Council to support effective City Council meetings, such as number of items, consent calendar management, time checks during Council meetings, and additional delegation of authority to the City Manager to reduce number of Council agenda items.
 6. Any two Councilmembers working together are able to request items be added to a Council Agenda. Any request shall be submitted through an Agenda Item Request Form and shall include the following:
 - a. Names of the two Councilmembers submitting request
 - b. Name of Item
 - c. Date request is submitted
 - d. Item description and why it is being requested for Council consideration
 - e. Whether item is an urgent need and why
 - f. Alignment with Council Priority Area(s),
 - g. Timeframe within which the item would need to be heard
 7. The requested item(s) will be added to the draft Council agenda and will come to the Rules Subcommittee for informational purposes. In order to be placed on the next Council agenda, the request will need to be submitted to the City Manager, City Clerk, and City Attorney by 5:00 pm, five (5) days prior to the Rules Subcommittee meeting. Submittal of the Agenda Item Request Form shall involve minimal to no staff work, any substantive staff work on the requested item shall only commence after approval of the full Council. Individual Councilmembers may continue to request staff work on any item requiring less than 4 hours of work; however, any item requiring more than 4 hours of work will need to go through the request process and will require collaboration by two members of the Council.
 8. The Rules Subcommittee shall review items on Consent Calendar based on the criteria established for items to be on the Consent Calendar, the criteria includes the following:
 - a. Contracts for projects in approved Five Year CIP
 - b. Routine contracts for ongoing City operations
 - c. Reports to be submitted to other agencies
 - d. Grant requests and awards
 - e. Miscellaneous items that do not involve major policy or program decisions

The Rules Subcommittee recommends that any items pulled off consent calendar be heard last or at a subsequent Council meeting, depending upon the number of speakers and the anticipated length of the items that have been scheduled for discussion during that particular meeting.

A no vote, abstention, or formal recusal due to conflict of interest can be recorded without pulling an item off the consent calendar.

Next Steps

Upon Council approval of Rules Subcommittee scope, the Subcommittee shall begin meeting at the start of the next fiscal year. After a pilot period of nine months, the Subcommittee scope shall be incorporated into the Milpitas Municipal Code and brought forward for Council approval.

Fiscal Impact

None

Recommendation:

Receive an Update on the Rules Subcommittee and Provide Direction on Rules Subcommittee Scope.

Attachment

Rules Subcommittee Scope Document

Draft Agenda Item Request Form

Rules Subcommittee

Purpose

The Rules Subcommittee shall represent the Council in guiding and setting the agendas for regular City Council meetings. The Rules Subcommittee shall also make recommendations to the City Council to support effective City Council meeting management.

Subcommittee Members

The Rules Subcommittee shall be comprised of two members of the Council. As the presiding officer of the City Council, the Mayor shall be one of the members of the Rules Subcommittee and will be on the Subcommittee for a two year term. The other member of the Subcommittee shall be appointed by the Mayor with the approval of the City Council on an annual basis. The other Subcommittee member shall not serve two consecutive years but may be re-appointed to the Subcommittee after a one year break.

Meeting Frequency

The Rules Subcommittee shall meet every other week on Fridays, 10 days in advance of regular City Council meetings. If the Subcommittee is unable to meet, the draft City Council agenda will be considered approved by the Subcommittee and shall be posted 6 days in advance of the City Council meeting, in accordance with the City's Open Government Ordinance.

Meeting Agenda

The Subcommittee Agenda will be as follows:

- I. Call to Order/Roll Call
- II. Pledge of Allegiance
- III. Public Forum
- IV. Approval of Subcommittee agenda
- V. Council Agenda Setting
 - a. Review final agenda for the next regular City Council meeting including consent calendar, and Agenda Item requests from Councilmembers, and provide direction on order of discussion items.
 - b. Review and provide input and direction on the draft agenda of the subsequent regular City Council meeting.
 - c. Review major discussion items listed in a rolling six month City Council agenda topics list, including any items added to this list from prior Subcommittee meetings, and provide direction on prioritization of items.
- VI. Other Discussion Items to support effective City Council meetings such as criteria for consent calendar and order of consent calendar items if pulled, time check during meetings, and delegation of authority to City Manager.
- VII. Adjournment

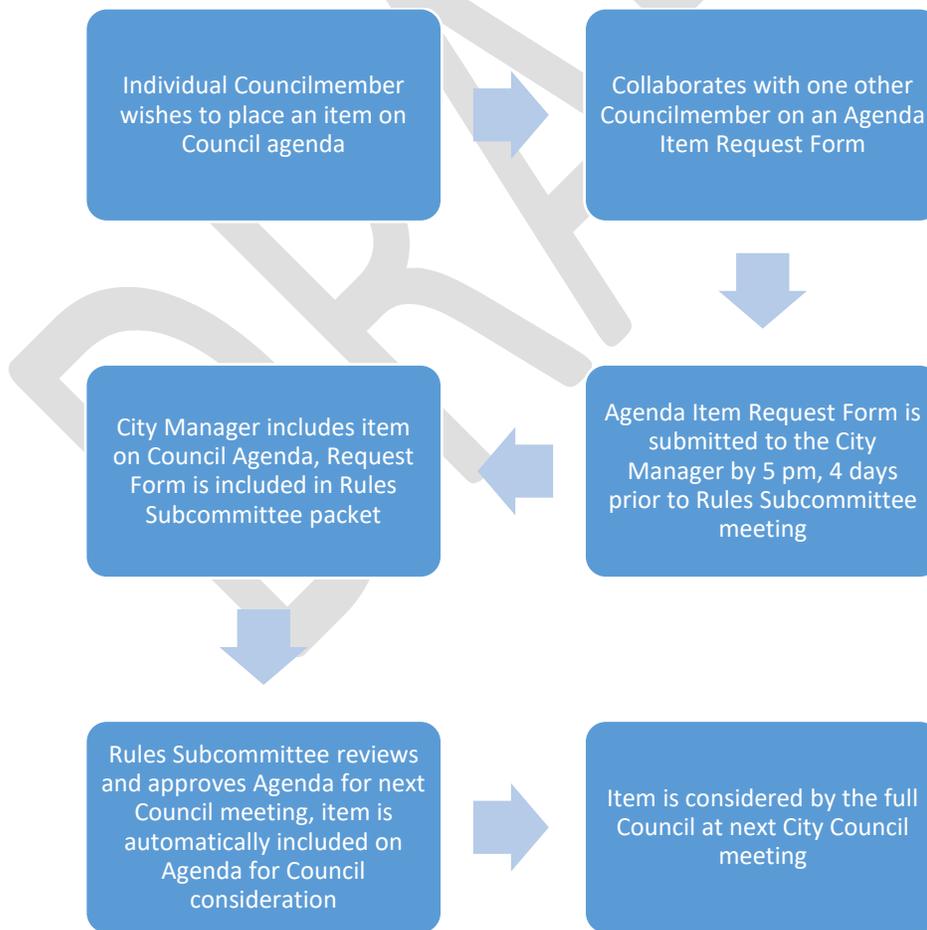
Requests to Add Agenda Items

Any two Councilmembers working together are able to request items be added to a Council Agenda. Any request shall be submitted through an Agenda Item Request Form and shall include the following:

1. Names of the two Councilmembers submitting request
2. Name of Item
3. Date request is submitted
4. Item description and why it is being requested for Council consideration
5. Whether item is an urgent need and why
6. Alignment with Council Priority Area(s),
7. Timeframe within which the item would need to be heard

If two Councilmembers request an item be added to the Council agenda, the item will be added to the next draft Council agenda and come to the Rules Subcommittee for informational purposes. The request needs to be submitted to the City Manager, City Clerk, and City Attorney by 5:00 pm, five days prior to the Rules Subcommittee meeting.

Submittal of the Agenda Item Request Form shall involve minimal to no staff work, any substantive staff work on the requested item shall commence with the approval of the full Council. Individual Councilmembers can continue to request staff work on any item requiring less than 4 hours of work, however any item requiring more than 4 hours of work will need to go through the request process and will require collaboration by two members of the Council.



Meeting Management – Consent Calendar

The Rules Subcommittee shall review items on Consent Calendar based on the criteria established for items to be on the Consent Calendar, the criteria includes the following:

1. Contracts for projects in approved Five Year CIP
2. Routine contracts for ongoing City operations
3. Reports to be submitted to other agencies
4. Grant requests and awards
5. Miscellaneous items that do not involve major policy or program decisions

The Rules Subcommittee recommends that any items pulled off consent calendar be heard last or at a subsequent Council meeting, depending upon the number of speakers and the anticipated length of the items that have been scheduled for discussion during that particular meeting.

A no vote, abstention, or formal recusal due to conflict of interest can be recorded without pulling an item off the consent calendar.

DRAFT



AGENDA ITEM REQUEST FORM

Please complete and submit this form to the City Manager.

Click to enter a date

Select Name

Select Name

Request Date

City Council Members Submitting Request

Urgent Item Reason for Urgency

Click to enter text

Time frame for the item to be heard

Click here to enter text

Alignment with Council Priority Area(s)

Public Safety

Economic Development and Job Growth

Environment

Neighborhoods and Housing

Transportation and Transit

Community Wellness and Open Space

Governance and Administration

Name of Item

Item description and why it is being requested for Council consideration. To ensure compliance with the Brown Act, no position on the item should be included in the item description.

Item Attachment Documents:

- 19. Adopt a Resolution Affirming Appointment of Steven McHarris as City Manager on an interim basis and Approving Specified Salary and Benefits for the Position, and Approve a Budget Amendment (Staff Contact: Liz Brown, 408-586-3086)**

Recommendation: Adopt a Resolution affirming the appointment of Steven McHarris as City Manager on an interim basis and approving specified salary and benefits for the position; and approve a FY 2019-20 Budget Amendment to appropriate \$203,000 from the General Fund Unassigned Reserves.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Affirming Appointment of Steven McHarris as City Manager on an interim basis and Approving Specified Salary and Benefits for the Position, and Approve a Budget Amendment
Category:	Leadership and Support Services
Meeting Date:	6/18/2019
Staff Contact:	Liz Brown, Human Resources Director, 408/586-3036
Recommendations:	1) Adopt a Resolution affirming the appointment of Steven McHarris as City Manager on an interim basis and approving specified salary and benefits for the position; and 2) Approve a FY 2019-20 Budget Amendment to appropriate \$203,000 from the General Fund Unassigned Reserves

Background:

On June 4, 2019, with the resignation of the City Manager, the City Council appointed Steven McHarris as City Manager on an interim basis. The announcement was made during the report out of Closed Session by City Attorney Christopher Diaz.

Prior to his appointment, Steven McHarris was serving as the Deputy City Manager for one year, since June 4, 2018. Steve McHarris has over 30 years of experience in the Public Sector.

Analysis:

The Resolution affirming the appointment of Steve McHarris as City Manager on an interim basis and approving specific salary and benefits for the position is attached. It was announced out of Closed Session that the City Council has approved an annual salary of \$298,000.04 for the Interim City Manager. \$298,000.04 is the current annual salary posted on the City of Milpitas Salary Table for the City Manager position. It is requested that the Interim City Manager continue to receive the benefits outlined in the Unrepresented Employee Benefit Handbook, specifically for Miscellaneous Unrepresented Exempt Executive Classifications.

In addition, the following terms are requested for Steven McHarris:

1. Professional Memberships and Training and Support paid for by the City;
2. Reversion rights to the position of Deputy City Manager upon completion of the Interim City Manager assignment in accordance with the current terms and conditions of the Deputy City Manager position;
3. Same Salary and Wage Adjustments as the Miscellaneous Unrepresented Exempt Executive Classifications receive; and
4. A car allowance of \$550.00 per month.

Fiscal Impact:

To ensure adequate funding is available in the City Manager's budget, staff recommends a FY 2019-20 budget appropriation in the amount of \$203,000 from the Unassigned General Fund Reserve.

California Environmental Quality Act:

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a government organizational or administrative activity that will not result in direct or indirect changes in the environment

Recommendations:

1. Adopt a Resolution affirming the appointment of Steven McHarris as City Manager on an interim basis and approving specified salary and benefits for the position; and
2. Approve a FY 2019-20 Budget Amendment to appropriate \$203,000 from the General Fund Unassigned Reserves.

Attachment: Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AFFIRMING THE APPOINTMENT OF STEVEN MCHARRIS AS CITY MANAGER ON AN INTERIM BASIS AND APPROVING SPECIFIED SALARY AND BENEFITS FOR THE POSITION

WHEREAS, the position of City Manager for the City of Milpitas needs to be filled on a temporary basis to prevent stoppage of public business until a permanent replacement is hired; and

WHEREAS, the City Council desires to appoint Steven McHarris as City Manager for the City on an interim basis; and

WHEREAS, Steven McHarris has over 30 years of public sector experience with an extensive history in leading and managing departments within public agencies and, as of most recently, Mr. McHarris was serving as Deputy City Manager for the City; and

WHEREAS, the annual salary to be paid to Steven McHarris for performance of the City Manager position is \$298,000.04 per year, which is consistent with the salary range for the City Manager position on the City's publicly available salary schedule; and

WHEREAS, Steven McHarris will also continue to receive all other benefits and incentive that the Unrepresented Miscellaneous Exempt employees receive; and

WHEREAS, Steven McHarris will also receive the following benefits:

1. Reimbursement for costs of professional memberships, training and support;
2. Reversion rights to the Deputy City Manager position upon completion of the City Manager interim assignment if desired, in accordance with current terms and conditions of the Deputy City Manager position;
3. Receipt of the same cost of living adjustments and salary increases that the Unrepresented Miscellaneous Exempt Employees receive; and
4. Receipt of a car allowance in the amount of \$550 per month.

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

1. All facts set forth in the background section of this Resolution are true and correct.
2. The City Council hereby affirms its appointment of Steven McHarris as City Manager on an interim basis effective June 4, 2019.
3. The City Council hereby approves the salary and benefits specified in this Resolution to be provided to Steven McHarris during his interim appointment as City Manager.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

Item Attachment Documents:

- 20. Consider the Appointment to the Planning Commission of One Planning Commissioner (Staff Contact: Christopher Diaz, 408-586-3041)**

Recommendation: Consider appointment of one new Planning Commissioner to a term on the City of Milpitas Planning Commission that will expire in December 2020.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider the Appointment to the Planning Commission of One Planning Commissioner
Category:	Reports of Mayor and Councilmembers
Meeting Date:	6/18/2019
Contact:	Christopher J. Diaz, 408-586-3041
Recommendation:	Consider appointment of one new Planning Commissioner to a term on the City of Milpitas Planning Commission that will expire in December 2020.

Background:

This agenda item was originally scheduled to be heard during the May 7, 2019 City Council meeting. However, it was moved to consent calendar on the May 21, 2019 City Council meeting. The Agenda Report has now been updated and the item is being brought back before City Council as there is a question as to the validity of the appointment occurring on May 21, 2019, due to the Mayor’s absence from that City Council meeting.

Pursuant to Government Code Section 40605, an elected mayor, "with the approval of the city council, shall make all appointments to boards, commissions, and committees..." All appointees to the Planning Commission must be residents and registered voters in Milpitas and may not hold any other public office or employment in the government of the City of Milpitas.

The term of office for each member of the Milpitas Planning Commission is three years, commencing on the first day of January and concluding on the 31st day of December of the third year thereafter. In accordance with the Planning Commission bylaws, a Planning Commissioner whose term has expired may continue to serve an “extended” term until a successor is appointed. New appointees then complete the unexpired portion of the normal term of the appointed seat. Members of the Milpitas Planning Commission may serve up to three consecutive three-year terms.

The following table shows the status and expiration date of each current Commissioner’s term of service.

Member	Term Expiration	Status
Timothy Alcorn	Dec. 2021	Current
Bill Chuan	Dec. 2020	Current
Sudhir Mandal	Dec. 2019	Current
Demetress Morris	Dec. 2019	Current
Evelyn Chua	Dec. 2021	Current
Steve Tao	Dec. 2021	Current
Larry Ciardella	Dec. 2017	Extended

Analysis:

Any resident interested in serving on the Planning Commission must submit an application to the City. The Clerk confirms each applicant's current voter registration and provides a list of qualified applicants to the Planning Director. The Planning Director reviews the list and provides input to the Mayor. The Mayor may ask for additional input from the Council and/or invite additional members of the community to submit applications.

The following 13 Milpitas residents submitted applications for consideration by the Mayor and Council for appointment to the Planning Commission.

Applicant's Name	Background Notes	Registered Voter
Ricardo Ablaza	Real Estate Broker; REO Agent for B of A; First Pacific Real Estate; Econ Dev Commission	Yes
Manpreet Badesha	Omniceil – Management Background in math/engineering	Yes
Russell Bargstadt	Director of Operations, DeVry Institute B.S., Electronics; Pines HOA; Zanker PTA	Yes
Spencer Hsu	Sales Manager; Optibus Real Estate investment; business development	Yes
Michael Lee	Sr. Privacy Mgr. – global compliance, Intuit Current Member, Citizens Advisory Commission	Yes
Ernesto Martinez	Realtor, Century 21 Alliance; US History teacher at Ohlone College; former social worker	Yes
Sean Pan	System Engineer, Northrup Grumman; Toastmasters	Yes
Ha Phan	Retired Accountant; Library Commissioner since 2012, Lyons International Org. Member/Secretary	Yes
Andrew Ridley	Transportation Demand Analyst; Consultant, ALTRANS Mgmt. Assoc.	Yes
Doug Sueoka	Auditor, Costco Wholesale 20+ yrs. retail management experience	Yes
Thomas Valore	Retired CFO Active member of Milpitas Chamber of Commerce	Yes
Suraj Viswanathan	U.S. Cricket Board of Directors	Yes
Ken Wang	Mechanical Engineer; Thinfilm Electronics; Fluent in Cantonese and Mandarin	Yes

Councilmember Nuñez has recommended Ricardo Ablaza to complete the remainder of the Planning Commission term currently filled by Larry Ciardella. This term will expire at the end of December 2020.

Fiscal Impact: Appointments to City Commissions will result in no new fiscal impacts.

Recommendation:

Consider appointment of Ricardo Ablaza via Mayor Tran to the Milpitas Planning Commission in a term of service that will expire on December 31, 2020.

Attachment:

Copies current applications for Milpitas Planning Commission

registered voter

CITY OF MILPITAS COMMISSION/COMMITTEE APPLICATION

~~Arts Commission~~ PLANNING COMMISSION

PROVIDE COMPLETE INFORMATION (in black ink)

COMMISSION APPLYING FOR

Mr. Mrs. Miss

City Clerk's Office

JUN 15 2018

Ricardo Palmer Ablaza
Name: First Middle Last
RECEIVED

603 Carlsbad Str Milpitas CA 95035
Address: Number Street (apt. # if needed) City & Zip Code

408-316-0793 rpablaza@comcast.net
Telephone Number(s) e-mail address

First Pacific Real Estate 408-316-0793
Present Employer Business Telephone

603 Carlsbad Street Milpitas CA 95035 Real Estate Broker
Business Address Occupation

Education: If Youth Advisory Commission applicant, indicate your grade/school: _____

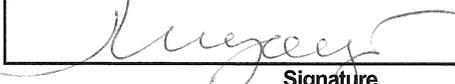
College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
Ateneo de Manila University	Pre Med		
University of the East	Economics		AB Economics

List community organizations to which you belong or have belonged (additional information may be attached). If application is for **Veterans Commission**, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member
2007-2011	ResRac Commission	Commissioner
2009-Present	Economic Development Commission	Commission

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I AM AN EXPERIENCED REAL ESTATE BROKER. I AM ALSO AN REO AGENT FOR BANK OF AMERICA WHERE I NOT ONLY LIST THEIR FORECLOSED PROPERTIES BUT ALSO HANDLE PROPERTY VALUATION, ANALYSIS, PROPERTY PRESERVATION, REHAB & EVICTION. AS A CONSEQUENCE I USE MY LEARNED SKILL TO ASSIST MY INVESTOR CLIENTS IN FLIPPING & REHABbing HOMES & REAL ESTATE DEVELOPMENT. I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.


Signature

06/14/2018
Date

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. **Applications not acted upon will expire after one year** from the date submitted unless renewed by the applicant.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:
City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: mlavelle@ci.milpitas.ca.gov

582

I FEEL MY EXPERIENCE & EXPERTISE IN THIS FIELD MAKE ME A GOOD CANDIDATE FOR THE POSITION OF COMMISSIONER IN THE PLANNING COMMISSION.

JUN 27 2018

Ricardo P. Ablaza
603 Carlsbad Street
Milpitas, CA 95035

**CITY OF MILPITAS PLANNING
COMMISSION SUPPLEMENTAL
QUESTIONNAIRE**

Please type or print responses to the following questions. Additional sheets may be attached. Submit responses with Application form to: City Clerk, Milpitas City Hall, 455 E Calaveras Blvd., Milpitas CA 95035.

1. Why are you interested in serving on the Planning Commission?

Please see my response in the following attached pages

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and planning procedures affecting the development of the community.

Please see my response in the following attached pages

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

Please see my response in the following attached pages

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should best be resolved?

Please see my response in the following attached pages

5. Do you have a long-term vision of how you think the City should develop?

Please see my response in the following attached pages

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

Please see my response in the following attached pages

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

Please see my response in the following attached pages

Response to Question #1:

I want to help the City (in an advisory capacity) in developing and maintaining a comprehensive, integrated land use plan, not only for the majority of our community, but for all demographics and stakeholders. Coming from the Economic Development Commission, I know the importance for the City to develop more income streams so it can provide the residents and all stakeholders with exceptional and cost effective services.

Response to Question #2:

The General Plan, Zoning Ordinance and planning procedure is the vision, goals and objectives of the City of Milpitas in planning and developing land use, housing, circulation, conservation, noise, safety, open space and the fair treatment and meaningful involvement of all residents and stakeholders, regardless of race, color, origin and income.

Response to Question #3:

I am an experienced real estate broker. I am also an REO agent for Bank of America and several other asset management companies where I not only list their foreclosed properties but also handle property valuation, analysis, property preservation, rehab and eviction. As a consequence, I use my learned skills to assist my homebuyers, homesellers and investors in buying, selling, flipping and rehabbing homes as well as real estate development. I feel my experience and expertise in this field make me a good candidate for the position of Commissioner with the Planning Commission.

Response to Question #4:

Too much of our commercial / industrial spaces have been converted to housing. We do not want the City to be a bedroom community. Vallejo is a classic example of a bedroom community gone bankrupt. We need to provide more mixed use development as was the original concept of the midtown specific plan and the transit plan. Retail and commercial operations bring income to the city. We need to know the type of retail / commercial mix and size which the City can absorb and still allow its operations to be profitable. We also need to develop areas for businesses which also contribute to the City's Income. To attract businesses to the City, we need to increase the Floor Area Ratio (FAR) to allow vertical development and maximum usage of the little land we have left. The City also needs to reduce traffic which is becoming a problem. Road bypasses need to be built so that the traffic coming to and fro areas outside the Bay Area to Silicon Valley can be diverted from entering the City proper. Also, the various retail / commercial centers need to be connected with point to point public transportation. This way residents will not have to bring their cars when commuting to these centers thereby alleviating traffic congestion.

Response to Question #5:

The City needs to develop bypass roadways to minimize traffic congestion. As our population grows we need to invest in more schools, specially a second High School. We need to start developing vertically to maximize the little land we have left. We also need to develop public transportation in and around the City. We need to strengthen and improve / update our infrastructure to accommodate all the development in the City.

Response to Question #6:

The average price of sold homes in Milpitas is \$1M. To purchase a \$1M home one will need a minimum 20% downpayment (\$200,000) which leaves a debt of \$800,000. To be approved for a loan, one would need a gross annual income of \$144,000 / annum. This leaves the question, what about the marginal and low income earners? How will they fulfill their American Dream of home ownership? How can the City of Milpitas provide housing to this segment of our residents and stakeholders – affordable housing. A low income earner who earns \$5000 / month, who has \$90000 for downpayment can purchase a home worth \$450K. Providing homes in this price range will house marginal and low income earners, assuming they have \$90K tucked away for downpayment. However, not all marginal and low income earners have this kind of money tucked away. The answer is socialized housing. Provide rental units whose rents are affordable to this demographic. This will allow this demographic housing while they grow their financial capacity. When they can afford moving up and purchasing a home, they move out of socialized housing allowing the next low income earner to move in. This will be the continuous cycle of the socialized housing units.

I am very passionate about providing affordable housing to the marginal and low income earner segment of our city. Then, of course, there is the homeless segment which needs to be addressed as well. There are cities in the USA that have successfully developed housing for the homeless. We need to research and study the success of these cities so we can adapt a winning strategy and implement the same in our City.

Response to Question #7:

City Council – legislates city ordinances, resolutions and regulations; and, is the policy making body for the City’s direction, goals, projects and infrastructure development.

City Staff – implements the legal and policy decisions made by the City Council

Planning Commission – advisory body, promote economic development, assist in writing specific or community plans, holds public hearings on such plans.

✓ registered voter

COMMISSION APPLYING FOR: Planning Commission

Title Mr.

Name Manpreet S Badesha

Address Type Residence

Address 2378 Edsel Drive

City Milpitas

Postal/Zip Code 95035

Mobile Number (408) 205-1663

E-Mail Address badesha@me.com

City Clerk's Office
 NOV 27 2018
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Present Employer Omnciell

Other Phone (408) 205-1663

Occupation Management

Education: If Youth Advisory Commission applicant, indicate your grade/school: AA Degree

College, Professional, Vocational, or other schools attended AA Degree

Major Subject Math, Eng

Degree yes

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization Sikh Temple

Member Manager

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date Nov 27, 2018

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.



Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

registered voter ✓

COMMISSION APPLYING FOR: Planning Commission

Title Mr.

Name Russel C Bargstadt

Address Type Residence

Address 1307 Stardust Way

City Milpitas

Postal/Zip Code 95035

Mobile Number (408) 910-9655

E-Mail Address russel.c.bargstadt@raytheon.com

City Clerk's Office
 MAR 11 2019
 RECEIVED

Present Employer Raytheon

Other Phone (408) 522-3484

City Sunnyvale

Postal / Zip code 94086

Occupation Director of Operations

College, Professional, Vocational, or other schools attended DeVRY Institute

Major Subject Electronics

Degree Bachelor of Science

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization Pines HOA

Name of Organization PTA (Zanker Elem)

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

Long term Milpitas resident (1991). Served on Pine HOA in many capacities including President, VP and board member from 1992 until 2014. Thorough understanding of project management, budgets, requirement definition, contracts and negotiation. My job includes interfacing and working with contractors, trades, and real estate brokers so I have a familiarity those processes and areas of expertise. I am pro responsible growth and believe we must encourage and support economic growth with in the city. Common sense and thoughtfulness will be my trademark. I have no conflicts of interest with the position

Date Mar 08, 2019

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.



NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Fax (586-3030), e-mail (mlavelle@ci.milpitas.ca.gov), mail or drop off your completed application and supplemental questionnaire to:
City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

PLANNING COMMISSION SUPPLEMENTAL QUESTIONNAIRE



(Please type or print responses on a separate paper[s] to the following questions)

1. Why are you interested in serving on the Planning Commission?

In the past I have been very active in my microcosm community (Starlite Pines), representing our views/needs to the Planning Commission and City Council and in the school district as my kids moved through it. My work and kids extra-curricular activities made it impossible to commit for a few years but circumstances have changed and I am able to re-engage. Community service is a responsibility to me and I am seeking opportunity to serve my community in an area I have interest in and believe I can provide value to

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and Planning procedures affect the development of the community.

The General Plan is just that, it is a frame work created to provide long term guidance and facilitate cohesive consistent decisions to meet a vision of the future. Zoning Ordinances control the type of activity and population density of specific areas, this impacts quality of life. Planning ensures compliance to zoning, fairness to petitioners and fit to the plan and community. Planning should weigh community impact, preferences and best interest against development desires. All three should work together to provide guidance to the City Council for the benefit of the community at large and the future

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

My job requires interface with contractors, space planning for the company, oversite of construction projects as required, working with architects, contractors, and the trades (construction, electricians, plumbers, HVAC etc), EHSS requirements and basic awareness of codes. I am well versed in proposal analysis and contract negotiations. I have excellent people and collaborative skills and a desire to see my community thrive. I am objective and analytical with solid common sense. I listen.

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should be best resolved?

Sane and reasonable growth vs traffic/infrastructure capacity. We have to balance desire to build high density near public transportation with the reality that not everyone who has access uses it. The growth will and should happen, we should levy requirements on Builders to help offset the cost of the infrastructure improvements and need to think creatively about solutions. One thought that comes to mind, could we use round-a-bouts instead of stop signals in intersections like Abel and Great Mall Drive or Calaveras and Abbott or Park Victoria and Landess or near any of the schools to alleviate drop off pressure

Affordable housing – we should preferentially target people that provide services to our community, i.e. teachers, fire/police, retail/hospitality workers, and etc who cannot afford to live in the community they serve, with creative and mutually beneficial alternatives

5. Do you have a long-term vision of how you think the City should develop?

I think we need to have our eyes open to the need for infrastructure improvement as population and inevitably traffic increases. We must also be open to and encourage business growth to increase our tax base so we can afford the population growth. Milpitas has some great advantages in terms of cost and location we should be exploiting that

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

We need to ensure we are getting any available and applicable County, State and Federal money that may be able to be used to help

We should seek community involvement to insure that all good and diverse ideas are being explored. I would be willing to create and chair a planning commission subcommittee to facilitate this or participate if something similar already exists

A program of below market housing with City right of first refusal to buy back at a controlled price increase relative to the market should owner choose to sell. This would keep a growing inventory of affordable housing, remove the risk of people buying and flipping in a few years and potentially reduce the pressure to continually have to find new alternatives. It would require the City to manage and monitor that inventory. We successfully did this on a small scale at a company I previously worked at in the late 80's. It allowed new college grads the ability to buy, build some equity and trade up with minimal effort on the part of the company

Another alternative would be to require that rental projects that have mixed use, retail under living space, maintain units that are specifically for the people that will be employed in the project when complete (retail, service employees) Giving occupancy and rent preference to those residents

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

Staff are the experts, front line contact for petitioners and advisors to the commission and council

Commission reviews plans for relevance and fit in the community and the general plan, works with petitioners, staff and the community to create an acceptable project plan if possible and makes recommendation of approval or denial to council

Council has final word and approves or denies

City Clerk's Office

✓
registered
voter

SEP 20 2018

RECEIVED

COMMISSION APPLYING FOR: Planning Commission
 Title Mr.
 Name spencer hsu
 Address Type Residence
 Address 59 meadowland drive
 City Milpitas
 Postal/Zip Code 95035
 Mobile Number (408) 223-5493
 E-Mail Address sphsu2016@gmail.com

Present Employer Optibus
 Occupation Sales Manager
 College, Professional, Vocational, or other schools attended Santa Clara University
 Major Subject Marketing
 Degree MBA

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization VNARP
 Member Yes
 Name of Organization AREAA
 Member Yes
 Name of Organization CoreNet
 Member Technology SIG

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I have been investing in real estate for over 2.5 years
 10+ years in technology business development
 Born and raised in San Jose and Milpitas
 Lived in Milpitas for over 23 years so I am very familiar with the changes and the businesses that came in and out.
 I'd like to help out with the community and be more involved in my city.

Date Sep 18, 2018

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

Mary Lavelle

From: Michael Lee <privacymike@gmail.com>
Sent: Friday, August 10, 2018 4:03 PM
To: Rich Tran; Marsha Grilli; Bob Nuñez
Cc: Mary Lavelle
Subject: [BULK] Planning Commission Application
Attachments: 20180810155641.pdf

Importance: Low

Dear Mayor Tran, Vice Mayor Girilli, and Councilman Nunez,
(cc: Mary Lavelle)

Attached is my City of Milpitas Commission Application. I am submitting an application for the vacant seat on the Milpitas Planning commission. Tim Wong, Housing & Neighborhood Services Manager, suggested I apply for the appointment.

A lifelong bay area resident and a resident of Milpitas for the past 12 years, I have been a part of the tremendous growth and opportunities our area has been seen over the past few decades. I believe that that Planning Commission plays a critical role helping to ensure that the city of Milpitas continues to prosper while balancing the needs and desires of its residents. In while balancing business opportunities. In recent years I have been an alternate member of the Community Advisory Commission and am looking for an opportunity to further expand the scope of service I provide the community and to help improve the community as a whole. An appointment of to the Planning Commission I believe is a means to accomplish these goals.

By way of background, I have a degree in Accounting and Management Information Systems. I have experience as an auditor at a big 4 accounting firm and have spent the last 15 years in the legal profession as a global privacy compliance subject matter expert. My profession requires me to have a thorough understanding of laws and regulations and apply those to the business while taking into consideration risks and opportunities to both the business and its customers. I feel that this experience would apply directly to the Planning Commission.

Sincerely,
Michael Lee
privacymike@gmail.com

=====
This is an **EXTERNAL EMAIL**.
Please do not open unexpected attachments or those sent by unknown senders.
=====

from M. Lee

City Clerk's Office

SEP 13 2018

RECEIVED

1. Why are you interested in serving on the Planning Commission?

I am interested in serving on the Planning Commission to help oversee and help ensure the appropriate growth of the city that I call home both now and for the foreseeable future. In today's environment there has been a significant increase in redevelopment and the replacement of commercial or industrial zoned areas for residential use. I want to help ensure that this trade off is well understood and that it does not undermine the future growth and opportunity for the city of Milpitas.

Furthermore, I believe I could be of service to the Planning Commission to help ensure that conversations and discussion are useful and beneficial to the City of Milpitas and reflects a professional demeanor. A case in point I raise is in a recent Planning Commission meeting, there was a lengthy conversation about including the name of Milpitas in a hotel name. I find this to be misdirected and unnecessary in a professional environment that wastes not only the time of the City as well as the public.

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and planning procedures affecting the development of the community.

A City's General Plan serves as the city's guideline for future development goals and provides broad directions on how to achieve them. The General Plan is composed of multiple elements encompassing a variety of topics that meet state law. The Milpitas General Plan is currently undergoing revision.

A zoning ordinance defines how property in a specific geographic location may be used. Zoning ordinances are a useful tool for urban planning, whereby it divides city land into residential, commercial and industrial areas.

City planning procedures, General Plan and Zoning Ordinances, work in concert to perform long term planning and decision making about various land use projects.

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

I believe my work as a Senior Privacy Manager and former career as an Auditor contribute greatly to the role as a Planning Commissioner. As a Sr. Privacy Manager, I am tasked with interpreting international laws and regulations to determine how these may impact my company. This involves understand risks both financial and legal, determining the appropriate path forward based on industry best practices and advising our Senior Leadership Team on the proposed path forward. In that regard, I see the role of a Planning Commissioner to understand the General Plan, Zoning Ordinances, and Public Opinion to help guide the decisions of the Planning Commission and City Council.

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should best be resolved?

I believe the most pressing planning issues with Milpitas is the need for low income housing, the loss of industrial and commercial business, and the lack of infrastructure for increased residential housing and the transit hub. While there are no easy solutions to these issues, a couple of thought I have would be to alter the ability for developers to pay into the city's affordable housing fund in-lieu of building affordable housing. I also believe that new high density housing projects should also be accompanied with commercial/retail space to ease the overcrowding of grocery stores and other fundamental services. This is not to be taken as a call for Trader Joe's to come to Milpitas. Rather, my intention is that by having commercial space available and the appropriate incentives, retailers should want to establish a presence in Milpitas.

5. Do you have a long-term vision of how you think the City should develop?

I believe the city needs to take a tempered approach to development. In the recent years it appears that the city is beginning to lose commercial and industrial businesses and replaced those with residential units. While increasing the city population at the cost of lost tax revenue we have seen a massive overpopulation of existing infrastructure. The City must take all these factors into account to ensure an appropriate balance of housing, commercial and infrastructure. This responsible approach should lead to an overall increase in all these factors. Increased housing provides a place to live for workers at new businesses. While new businesses and more residents drives the need for additional infrastructure. If we can achieve the right balance, it should be a win-win for all.

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

While there are no silver bullets for this issue, one possible solution is to look at the Facebook and Google models for residential development. Large companies have now taken up the fight for their own employees to help combat the ever growing issue. By drawing in large companies, this may be one solution. Another possibility is one address in question 4. Developers must incorporate affordable house into developments of a certain size.

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

The groups have different roles that are dependent upon one another. The Planning Commission serves in an advisory role to the City Council on land use, zoning and development issues within the city. The City Council takes into consideration the advice and recommendations presented by the Commission. City Staff is fundamental to both the City Council and Planning Commission by providing a needed resource and subject matter expertise in these matters.

AUG 16 2018

RECEIVED

✓ registered voter

CITY OF MILPITAS COMMISSION/COMMITTEE APPLICATION

Veterans Commission
 Youth Advisory Commission

COMMISSION APPLYING FOR

Planning or Parks, Recreation & Cultural

PROVIDE COMPLETE INFORMATION (In black ink)

Mr. Mrs. Miss

Ernesto Martinez
Name: First Middle Last

70 Michalakos Dr 202 Milpitas, CA 95035
Address: Number Street (apt. # if needed) City & Zip Code

408-661-5304 ernestomartinez38@gmail.com
Telephone Number(s) e-mail address

Century 21 Alliance Business Telephone
Present Employer

2090 Concourse Dr #98 San Jose, CA 95131 Realtor
Business Address Occupation

Education: If Youth Advisory Commission applicant, indicate your grade/school:

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
SJSU	History	5/1997	B.A
SJSU	Ethnic Studies	5/2002	M.A

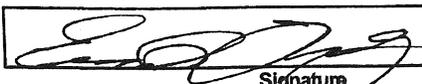
List community organizations to which you belong or have belonged (additional information may be attached). If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member
	N/A	

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I was a social worker & currently teach U.S History at chlore College. Also, work in Real Estate. I have a long history of working in non-profit & on board of school of arts & culture in San Jose.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.


Signature

8/16/18
Date

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:

City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: mlavelle@cl.milpitas.ca.gov

✓ registered voter

COMMISSION APPLYING FOR: Planning Commission

Title Mr.

Name Sean Pan

Address Type Residence

Address 261 n Abbott Ave

City Milpitas

Postal/Zip Code 95035

Mobile Number (408) 393-8448

E-Mail Address Seanjahaupan@gmail.com

City Clerk's Office
 JAN 29 2019
RECEIVED

Present Employer Northrop Grumman

Occupation System engineer

College, Professional, Vocational, or other schools attended UCLA

Major Subject Electrical engineering

Degree Masters

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization Toastmasters international

Member Area director

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date Jan 29, 2019

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.



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NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

✓ registered voter

COMMISSION APPLYING FOR: Planning Commission

Title Ms.

Name Ha Phan

Address Type Residence

Address 940 Coventry Way

City Milpitas

Postal/Zip Code 95035

Mobile Number (408) 666-6415

E-Mail Address cbay12@yahoo.com

City Clerk's Office
 MAY 22 2019
 RECEIVED

Occupation Accountant just retired

College, Professional, Vocational, or other schools attended Univ of Phoenix San Jose

Major Subject Accounting

Degree MBA

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization Lions International Org.

Member Vice president

Name of Organization AVVA chapter 201 San Jose

Member Secretary

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date May 21, 2019

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

CITY OF MILPITAS PLANNING COMMISSION APPLICATION

City Clerk's Office

DEC 04 2018

RECEIVED



NOTE: Milpitas Municipal Code, Title I Chapter 500, requires "at all times during the term of office, a Planning Commissioner shall be a registered voter of the City of Milpitas and a resident of the City of Milpitas." Also, all applicants are required to complete a **SUPPLEMENTAL QUESTIONNAIRE** in addition to this application form.

✓ Registered voter

PLEASE PROVIDE COMPLETE INFORMATION (in black ink)

Name:	Andrew Steven Ridley	First Middle Last
Address:	2316 Mattos Dr	Number Street Apt. #
Telephone Number(s)	408-202-7838	
		RidleyAS@gmail.com e-mail address

Are you a registered voter in the City of Milpitas? <u>yes</u>	How long have you lived in Milpitas? <u>1 year</u>
Present Employer ALTRANS Transportation Management Association, Inc.	Business Telephone 408-258-7267
Address 2055 Junction Ave Ste 208 San Jose CA 95131	Occupation Director, TDM

Education:

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
San Jose State University	Social Science	Grad. 2011	Global Studies

List community organizations to which you belong or have belonged (additional information may be attached):

Date	Name of Organization	Officer / Member

Briefly describe your personal qualifications that you believe would be an asset (additional information may be attached):

I have been working in the Transportation Demand Management field in the bay area for over seven years. This experience has provided opportunities to work extensively on the municipal level in Mountain View, Palo Alto and South SF on a wide variety of public facing transportation initiatives. A normal part of my work is engaging in the planning process on our clients' behalf, dealing with EIRs, conditions of approval, and entitlements, ensuring an equitable outcome. I hope to add to the Commission a perspective on the impacts of transportation as it regards planning.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Signature

12-04-2018
Date

Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD
Mail or drop off your completed application to the City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

PLANNING COMMISSION SUPPLEMENTAL QUESTIONNAIRE



(Please type or print responses on a separate paper[s] to the following questions)

1. Why are you interested in serving on the Planning Commission?
I believe it's important to participate in civic organizations, as we all share in the responsibility of guiding and shaping our communities. The Milpitas Planning Commission is a natural fit as I have been an active member of Milpitas life for 32 years, and now have the vocational experience to responsibly and effectively assist in its planning.
2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and Planning procedures affect the development of the community.
The documentation listed above are guides for how different elements of any city are to interact and relate with one another regarding their: location, grouping, volume/magnitude, environmental impacts, and many other implications involved in the development and planning process. Without these documents, provision for future needs of the community is left up to chance as development would be occurring ad hoc.
3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?
As mentioned above, I have been working in the Transportation Demand Management field in the bay area for over seven years. This experience has provided opportunities to work extensively on the municipal level in Mountain View, Palo Alto and South SF on a wide variety of public facing transportation initiatives. A normal part of my work is engaging in the planning process on our clients' behalf, dealing with EIRs, conditions of approval, and entitlements, ensuring an equitable outcome. I hope to add to the Commission a perspective on the impacts of transportation as it regards planning.
4. What do you feel are the most pressing planning problems or issues in Milpitas?
How do you think they should best be resolved?
Housing development and its impact on transportation is the most salient. One step towards resolving housing's impact on transportation is the formation of transportation management associations (TMAs). These can be publicly or privately funded, and in either case consist of a grouping of similar entities with a shared transportation pattern or need. In Mountain View, the MVGo TMA is notable as a coalition of a dozen or so corporate participants who share a peak commute hour shuttle program. With their combined resources, they can achieve at scale what otherwise wouldn't be possible.
5. Do you have a long-term vision of how you think the City should develop?
Not at the moment. I am looking forward to being a student-Commissioner for now, learning about the past and present planning initiatives so I can, in time, and in collaboration, help craft that vision for the future.
6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?
I am looking forward to learning more about successful strategies other cities have adopted regarding affordable housing.
7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?
Each role supports the other. The Planning Commission and the City Council both work on behalf of the residents of Milpitas, relying on City staff to provide input and support on the matters at hand. Staff then execute operationally based on the outcome of Commission and Council decisions.
8. What do you believe should be the focus of the Milpitas Redevelopment Agency and program?
I'm uncertain as to the purview of the MRA since its transition to the Successor Agency (City Manager's Office). After reading through the Oversight Board Rules And Regulations, I cannot prescribe a focus since I cannot ascertain if the Agency indeed has a focus beyond being a trustee for city real estate and property.

✓ registered voter

COMMISSION APPLYING FOR: Planning Commission
Title Mr.
Name Doug Sueoka
Address 501 Greathouse Drive
City Milpitas
Postal/Zip Code 95035
Mobile Number (408) 707-0808
E-Mail Address dougsueoka@comcast.net

City Clerk's Office
NOV 28 2018
RECEIVED

Present Employer Costco Wholesale
City San Jose
Postal / Zip code 95123

Occupation Auditor

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization Cub Scouts

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I have been a resident of Milpitas since 2004, so I am familiar with the city, its layout and its surroundings. I also have 20 years of retail management with responsibilities that included annual fiscal budgeting, facilities management, hazardous waste management, compliance with HIPAA rules and regulations, among others. While it's not an exact comparison, there are some parallels between managing a business and a city. I feel my professional experience will enable me to be an active participant in this commission.

Date Nov 28, 2018

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.



Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

MAR 13 2019



CITY OF MILPITAS PLANNING COMMISSION APPLICATION

RECEIVED

NOTE: Milpitas Municipal Code, Title I Chapter 500, requires "at all times during the term of office, a Planning Commissioner shall be a registered voter of the City of Milpitas and a resident of the City of Milpitas." Also, all applicants are required to complete a **SUPPLEMENTAL QUESTIONNAIRE** in addition to this application form.

PLEASE PROVIDE COMPLETE INFORMATION (in black ink)

Mr.

Are you a registered City of Milpitas voter? YES

Mrs./Ms.

How long have you lived in Milpitas? 30 yrs

Name: THOMAS First JOHN Middle VALORE Last

Address: 670 Number CARDIFF PLACE Street (apt. # if needed) Milpitas, CA 95035

Telephone Number(s) 408-946-0703 408-892-3991 Cell trenterprise@comcast.net e-mail address

Present Employer RETIRED Business Telephone

Business Address Business Telephone FINANCIAL ADVISOR Occupation

Education:

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
USC	Sys Mgmt	02/71	MS
NYU	AERO ENG	02/64	BS

List community organizations to which you belong or have belonged (additional information may be attached).

Date	Name of Organization	Officer / Member
	Milpitas Chamber of Commerce	CFO 17yrs
	MUSD Bond Oversight Committee	Member

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

Over the past six or seven years I have attended virtually all City Council and School Board meetings in an effort to stay informed regarding the direction of the City

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true and that I am a registered voter and a resident of the City of Milpitas.

Thomas Valore
Signature

03/13/2019
Date

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. **Applications not acted upon will expire after one year** from the date submitted unless renewed by the applicant.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Fax (586-3030), e-mail (mlavelle@ci.milpitas.ca.gov), mail or drop off your completed application and supplemental questionnaires to the City Clerk's Office, 455 E. Calaveras Blvd., Milpitas, CA 95035

PLANNING COMMISSION SUPPLEMENTAL QUESTIONNAIRE



(Please type or print responses on a separate paper[s] to the following questions)

1. Why are you interested in serving on the Planning Commission?

Such a position would afford me the opportunity to give back, in a significant manner, to my community which has served me well these past many years.

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and Planning procedures affect the development of the community.

The cities growth is guided by a hierarchy of plans the top most of which is the General Plan, currently in the process of being updated. Below the General are the specific plans which provide a greater degree of specificity for given areas of the city. Zoning ordinances should reflect the proscriptions of the plans or be changed accordingly so as not to be an impediment to developments in consonance with the plans. Planning entities such as the Planning Commission and the City planning staff should be guided by such document as they proceed through the decision-making process and in framing their recommendations to the City Council.

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

I spent twenty years in the Air Force principally in System Acquisition Management. My last assignment was a Program Manager where I started and managed what became a roughly 1 billion-dollar acquisition known as TRIGS. Subsequently, I worked as a senior manager in the Aerospace Industry. And concluded my work career as a Certified Financial Planner for twenty years. Thus, I am comfortable with the decision-making process and not intimidated by either high powered people or large dollar projects. Just as important I recognize the importance of boundaries in keeping containment.

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should be best resolved?

The traffic congestion in Milpitas has become progressively worse in recent years and related to this is parking. An alternative route must be constructed connecting I880 and I680 to eliminate the press of traffic clogging our major thorough fares every week day. Obviously, State and more likely Federal aid/support will be required to accomplish such an under taking.

The construction of some strategically located parking structures within the city may be the only answer to the parking problem doing a better job of assuring that new developments will no further add to the problem.

5. Do you have a long-term vision of how you think the City should develop?

Smart development must be an imperative in that land is scarce and at a premium and the impacts of new developments are in all likelihood complex and potentially far reaching and thus the decision-making process must recognize this situation. Growth for the sake of growth or mere income growth is not in the long-term interest of the City or its residents. Improvement/enhancement should be what guides future development. Beautification may be another way to state it. Destination centers which provide cultural activities as well as high quality restaurants would serve to keep residents within the city for entertainment.

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

This unquestionably is a major problem for which there is no easy answer and will require a complex response to achieve any amelioration. I believe we will need to work on a regional basis in attacking the issue since it is regional issue. I also believe it will take major investments by the city, and hopefully with added county and
602

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

City staff needs to provide appropriate research to enable the Planning Commission to make an informed decision regarding developments proposed by developers. The decisions of the Planning Commission then become recommendations to the City Council which is responsible for making the final decision to approve or not any development of consequence.

JAN 15 2019

RECEIVED

COMMISSION APPLYING FOR: Planning Commission

Title Mr.

Name Suraj Karuppan Viswanathan

Address Type Residence

Address 1882 Snell pl

City Milpitas

Postal/Zip Code 95035

Mobile Number (408) 898-6537

E-Mail Address surajkviswanathan@gmail.com

Present Employer SMC Automotive Services

Other Phone (408) 898-6537

Business Address (Optional) 37600 Central Ct #261

City Newark

Postal / Zip code 94560

Occupation Business

College, Professional, Vocational, or other schools attended Madras University, Santhome High School

Major Subject Production Engineering

Degree BS

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization USA Cricket

Member Board Of Directors

Name of Organization Bay Area Cricket Alliance

Member Chairman

Name of Organization Parents Helping Parents

Member Volunteer

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I have been running several successful organizations since 2005, have experience in negotiations, market development, sales/growth management, etc. Always wanted to serve the city of Milpitas in any capacity I could, and this provides me with that opportunity.

Date Jan 15, 2019

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

A handwritten signature in black ink, consisting of a long horizontal stroke followed by a sharp upward curve and a final downward stroke.

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR: Planning Commission
Title Mr.
Name KEN WANG
Address 77 DUTTONWOOD LN
City MILPITAS
Postal/Zip Code 95035
Mobile Number (415) 516-8046
E-Mail Address ken_wang@yahoo.com

City Clerk's Office
FEB 04 2019
RECEIVED

Present Employer Thinfilm Electronic Inc
City San Jose
Postal / Zip code 95134

Occupation Principal Assembly Engineer
Education: If Youth Advisory Commission applicant, indicate your grade/school: Mechanical Engineering, BS
College, Professional, Vocational, or other schools attended San Francisco State University
Major Subject Mechanical Engineering
Degree BS

List community organizations to which you belong or have belonged (additional information may be attached).

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I have about 20 years of engineering back ground in micro electronic field in various roll.
I am multilingual, fluent in Cantonese and Mandarin, both in reading, and some non-technical writing.
I strongly believe in planning, planning, planning then executing.
Any action w/o a plan is a plan to failure.

I am open to planning commission and other technical related commission.
I am also current in the DELAC program for the school district representing Joseph Weller.

Please feel free to check my linkedin profile at:
<https://www.linkedin.com/in/kenjwang/>

Date Feb 01, 2019

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.



Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.



PLANNING COMMISSION SUPPLEMENTAL QUESTIONNAIRE

(Please type or print responses on a separate paper[s] to the following questions)

1. Why are you interested in serving on the Planning Commission?

I lived in Milpitas for more than 15 years. It is a great city from every aspect. Great location, weather, and utmost, we have great leadership ever!!! I want to join the commission team to make our city even better. Hopefully the best in the bay area!

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and Planning procedures affect the development of the community.

My understanding is the planning commission based on current and future growth projection, to come up with visionary plan for the city. Planning on zoning, and developmental sites, which on the path of city growth. Plan which can maximize benefit based on tax dollar and enable city growth.

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

I am working in the technical field for more than 20 yrs. I heavily focus on planning and able to look at things in every angle. My track record is to bring project on time and taking high risk program back on track.

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should be best resolved?

With the new communities that are upcoming by the BART station. We need to consider parking spaces. It could be potential a big challenge that comes along with new homes and residents. One Consideration is creating parking structure underground. Or Stack-able parking structures.

5. Do you have a long-term vision of how you think the City should develop?

Yes, I can see Milpitas as one of the best cities in the bay area for all, same level as Cupertino, and more. We have all the ingredients to be the best!

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

Yes, I do. We need to figure out what is the root for the issue. What is the real issue attached to the problem? If the root is jobless ness, let's figure a way to get more job, provide more training etc.

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

Planning commission and city council should work together as a whole team. There should be seamless and transparent info flow between the group.

Item Attachment Documents:

- 21. Receive Preview List for the Next Regular City Council Meeting Scheduled for August 6, 2019
(Staff Contact: Mary Lavelle, 408-586-3001)**

MILPITAS CITY COUNCIL

PREVIEW OF AGENDA ITEMS

TUESDAY, August 6 (or 13), 2019

CONSENT CALENDAR

1. Accept City Council calendar for August 2019
2. Approve City Council meeting minutes of June 11 and 18, 2019 (Mary Lavelle)
3. Waive 2nd reading and adopt Ordinance No. 38.834 – zoning (Ned Thomas) AUG. 13 ONLY
4. Waive 2nd reading and adopt Ordinance No. 172.6 – massage businesses (City Attorney) AUG. 13 ONLY
5. Approve Fee Waiver for American Cancer Society Bark for Life \$1100 rental of Murphy Park (Mary Lavelle)

PREVIEW NEXT REGULAR AGENDA

6. Preview list of items for Tuesday, August 20, 2019 Regular City Council meeting (Mary Lavelle)