



Special/Regular Meeting Agenda
City Council

Mark Turner - Mayor
Rene Spring - Mayor Pro Tem
Gino Borgioli - Council Member
Marilyn Librers - Council Member
Yvonne Martínez Beltrán - Council Member

Wednesday, August 23, 2023 5:00 PM

Council Chamber Building
17555 Peak Avenue, Morgan Hill, CA 95037

Morgan Hill City Council meetings are held in person with the option for the public to attend in-person or by teleconference/video conference. Information on how the public may observe and participate in the meeting is located below.

MEETING PARTICIPATION AND PUBLIC COMMENT

City Council meetings will be live-streamed on Channel 17, the City's website, and the City's Facebook page.

Those members of the community that would like to participate in the meetings remotely may do so by joining virtually at: <https://bit.ly/MHCityCouncilMeeting> or by calling (669) 900-9128, then enter the webinar id: 873 3200 8380#. Public comment may be provided in the following ways:

- Provide public comment in-person
- Join the City Council meeting virtually via the link above. When public comment is opened, raise your virtual hand and be called upon to speak for up to 3 minutes (YOU MUST BE RUNNING THE MOST CURRENT VERSION OF ZOOM TO BE UNMUTED)
- Join virtually by calling the number above, dial *9 to raise your hand, and be called upon to speak for up to 3 minutes
- Public comment in writing may be submitted via email to ccpubliccomment@morganhill.ca.gov or by mail to the City Clerk at 17575 Peak Avenue, Morgan Hill, CA 95037. Please email your comments to the City Clerk no later than 3:00 p.m. on Tuesday (the day before the City Council meeting) for your comments to be submitted to the members of the City Council with sufficient

time to review the comments. You may continue to provide written comments up to noon on Wednesday (the day of the meeting) although Council Members may not have sufficient time to review them before the meeting. Public comments submitted to the City Clerk after 12:00 p.m. the day of the meeting will be provided to the City Council as time allows.

Written comments WILL NOT be read aloud during the City Council Meeting. Please note that written comments are posted on the City's website, so do not include any personal information you do not want to be posted on the web.

SPECIAL/REGULAR MEETING

A special meeting of the City Council is called at 5:00 pm for the purpose of conducting a closed session.

SPECIAL MEETING

5:00 pm Closed Session

CALL TO ORDER

ROLL CALL ATTENDANCE

DECLARATION OF POSTING AGENDA

CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS

Authority: Pursuant Government Code Section 54957.6

City Negotiators: Christina Turner, City Manager; Donald Larkin, City Attorney; Michael Horta, Human Resources Director; Dat Nguyen, Finance Director; Edith Ramirez, Assistant City Manager, Development Services

Employee Organization: Morgan Hill Police Officers Association; AFSCME Local 101 Morgan Hill; Community Service Officers Association; Employees Covered under Management Resolution #21-050

OPPORTUNITY FOR PUBLIC COMMENT

ADJOURN TO CLOSED SESSION

REGULAR MEETING

6:00 pm

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

RECOGNITIONS

The City of Morgan Hill recognizes the Independence Day Celebrations Team for their outstanding success with the 2023 Freedom Fest.

PROCLAMATIONS

Proclaiming the Celebration of Women's Right to Vote and Women's Equality Day

CITY COUNCIL REPORTS

Council Member Martinez Beltran

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

OTHER REPORTS

PUBLIC COMMENT

This opportunity for public comment is for items that are not on the agenda. If you would like to make comments on an item that is on the agenda, please wait until we get to that item to offer your comments. Members of the public are entitled to address the City Council concerning any item within the Morgan Hill City Council's subject matter jurisdiction. Public comments are limited to no more than three minutes. Except for certain specific exceptions, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda. Public comment is intended for comments. Questions posed during public comment are not generally answered. If you have questions, please send them to the City Clerk at ccpubliccomment@morganhill.ca.gov to receive a response. (See additional noticing at the end of this agenda)

ADOPTION OF AGENDA

CONSENT CALENDAR

Items appearing on the Consent Calendar are considered routine and may be approved by one motion. Pursuant to City Council Policies and Procedures (CP 97-01), any member of the Council or public may request to have an item removed from the Consent Calendar for comment and action.

1. ACCEPT 2020 INFLOW AND INFILTRATION SEWER REPAIR PROJECT IN THE AMOUNT OF \$2,420,982

Recommendation:

1. Accept as complete the 2020 Inflow and Infiltration Sewer Repair Project;
2. Authorize the City Engineer to sign the Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

2. ACCEPT ANNUAL EVALUATION REPORT FOR THE SANTA CLARA COUNTY MULTI-JURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION (PPI) FOR FY 2022-23 (YEAR 2) RELATING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S NATIONAL FLOOD INSURANCE PROGRAM'S COMMUNITY RATING SYSTEM PROGRAM

Recommendation:

Accept the Annual Evaluation Report for FY 2022-23 (Year 2) for the 2021 Santa Clara County Multi-Jurisdictional Program for Public Information (PPI).

3. ACCEPT PHASE 1 OF HALE AVENUE EXTENSION PROJECT IN THE AMOUNT OF \$15,446,002

Recommendation:

1. Accept as complete the Phase 1 Hale Avenue Extension Project;
2. Authorize the City Engineer to sign the Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

4. ADOPT A RESOLUTION AMENDING THE CITY'S COUNTYWIDE SOLID WASTE BUDGET AND APPROVE THE FIRST AMENDMENT TO THE JOINT VENTURE SILICON VALLEY CONSULTANT AGREEMENT FOR THE FY 2023-24 COUNTYWIDE SOLID WASTE PROGRAM

Recommendation:

1. Adopt a Resolution appropriating an additional \$203,182 to the City's Countywide Solid Waste Program (Fund 246);

2. Approve the first amendment to the consultant agreement with Joint Venture Silicon Valley to add Food Recovery Program Infrastructure Enhancements for \$203,182 and the Surplus to Go Program for \$100,000 for a revised total contract amount of \$591,627; and
3. Authorize the City Manager to execute and administer the first amendment to the consultant agreement with Joint Venture Silicon Valley.

5. **ADOPT ORDINANCE 2347, NEW SERIES, AMENDING SECTION 18.24.020 (LAND USE REGULATIONS) OF 18.24 (COMMERCIAL ZONING DISTRICTS) OF TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL IMPLEMENTING MINOR AMENDMENTS TO THE ADMINISTRATIVE OFFICE (CO) ZONING DISTRICT TO ALLOW VEHICLE-RELATED USES AND OTHER COMPATIBLE USES ON MINIMUM ONE-ACRE LOTS**

Recommendation:

Waive the reading, adopt Ordinance No. 2347, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

6. **APPROVE ACQUISITION OF SEWER EASEMENT (TSAI) APN 841-09-061 FOR THE SEWER RELIEF TRUNK LINE PROJECT**

Recommendation:

1. Adopt resolution approving the purchase of a sewer easement (4,046 square feet), APN 841-09-061 for \$50,000 plus escrow and closing costs from Undine Tsai, Trustee, for the Sewer Relief Trunk Line Project; and
2. Authorize the City Manager to execute all documents and make minor modifications as necessary in order to consummate the transaction.

7. **APPROVE CONTRACTS WITH ANDERSON PACIFIC ENGINEERING CONSTRUCTION AND GOLDEN BAY CONSTRUCTION FOR ON-CALL UNDERGROUND CONSTRUCTION**

Recommendation:

Authorize the City Manager to execute and administer on-call water and sewer repair contracts with Anderson Pacific Engineering Construction with compensation up to \$400,000, and Golden Bay Construction with compensation up to \$400,000.

8. **APPROVE FINAL MAP FOR MANZANITA PARK - TRACT NO. 10585 AND RELATED SUBDIVISION IMPROVEMENTS AGREEMENT AND ENCROACHMENT AGREEMENT**

Recommendation:

1. Approve the Final Map;
2. Approve a Subdivision Improvements Agreement with TOLL WEST COAST LLC, a Delaware Limited Liability Company;
3. Approve an Encroachment Agreement with TOLL WEST COAST LLC;
4. Authorize the City Manager to execute the Subdivision Improvements Agreement and Encroachment Agreement; and
5. Authorize the recordation of the Final Map, Subdivision Improvements Agreement, and Encroachment Agreement.

9. APPROVE FINAL MAP FOR SAN SEBASTIAN PHASE 4B - TRACT NO. 10604

Recommendation:

1. Approve the Final Map; and
2. Authorize recordation of the Final Map.

10. APPROVE PARKS AND RECREATION COMMISSION WORK PLAN

Recommendation:

Approve the proposed Parks and Recreation Commission FY 2023-24 Work Plan.

11. APPROVE THE JUNE 21, 2023 CITY COUNCIL MEETING MINUTES

Recommendation:

Approve the June 21, 2023 City Council Meeting Minutes.

12. APPROVE UTILITY BOX ART FOR DEPOT STREET AND EAST DUNNE AVENUE

Recommendation:

Approve Utility Box Art for Utility Box Located at Depot Street and East Dunne Avenue.

PUBLIC HEARINGS

13. INTRODUCE ORDINANCE ESTABLISHING CHAPTER 18.29 (MONTEREY CORRIDOR FORM-BASED CODE) OF TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL AND ESTABLISHING THE MONTEREY CORRIDOR FORM-BASED CODE REGULATING PLAN IMPLEMENTING A FORM-BASED CODE ALONG THE MONTEREY ROAD CORRIDOR CREATING A VIBRANT MIXED-USE CORRIDOR THAT ENCOURAGES WALKING AND BIKING AS ENVISIONED WITHIN THE CITY OF MORGAN HILL 2035 GENERAL PLAN

Recommendation:

1. Open/close public hearing;
2. Waive first and second reading of the Ordinance Amendment; and
3. Introduce Ordinance Amendment.

14. ADOPT A RESOLUTION ESTABLISHING CREDIT CARD PAYMENT SERVICE FEES FOR UTILITIES, BUSINESS LICENSES, RECREATION SERVICES, AND ALL OTHER PAYMENTS MADE BY CREDIT CARD

Recommendation:

1. Open/Close public hearing;
2. Adopt a resolution establishing credit card service fees for utilities, business licenses, recreation services, and all other payments made by credit card;
3. Approve an additional 0.50 FTE Accounting Assistant II if the credit card service fee for utilities is established; and
4. Authorize the City Manager to review and adjust the credit service fees annually to offset any potential future increases in bank fees.

OTHER BUSINESS

15. APPROVE DESIGN GUIDELINES FOR VEHICLE DEALERSHIPS

Recommendation:

Approve Design Guidelines for Vehicle Dealerships

16. RECEIVE MONTHLY BUDGET UPDATE; PRELIMINARY FY 22-23 FINANCIAL AND INVESTMENT REPORTS; AND CITY MANAGER AUTHORITY REPORT.

Recommendation:

Accept and file Preliminary Fiscal Year (FY) 2022-2023 Financial and Investment Report and City Manager Authority Report.

17. APPOINT VOTING DELEGATES FOR THE 2023 CALCITIES (LEAGUE) ANNUAL CONFERENCE

Recommendation:

1. Appoint a voting delegate and up to two (2) alternate voting delegates to the CalCities Annual Conference; and
2. Direct the Clerk team to complete and forward the voting delegate form to CalCities.

18. APPROVE AMENDMENTS TO POLICIES NO. 97-01 and 18-04, REMOVING REFERENCES TO THE STANDARD CODE OF PARLIAMENTARY PROCEDURE AND ADOPTING ROSENBERG'S RULES OF ORDER

Recommendation:

Approve amendments to City policies removing references to the Standard Code of Parliamentary Procedure and adopting Rosenberg's Rules of Order for the conduct of City Council and Planning Commission meetings.

FUTURE COUNCIL INITIATED AGENDA ITEMS

Note: in accordance with Government Code Section 54954.2(a), there shall be no discussion, debate and/or action taken on any request other than providing direction to staff to place the matter of business on a future agenda.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to § 54956.9(b): (One Case)
Claim of Sarita Alanis

OPPORTUNITY FOR PUBLIC COMMENT

ADJOURN TO CLOSED SESSION

ADJOURNMENT

NOTICE

Any documents produced by the City and distributed to the majority of the City Council less than 72 hours prior to an open meeting, will be made available for public inspection at the City Clerk's Counter at City Hall located at 17575 Peak Avenue, Morgan Hill, CA, 95037 and at the Morgan Hill Public Library located at 660 West Main Avenue, Morgan Hill, California, 95037 during normal business hours. (Pursuant to Government Code 54957.5)

PUBLIC COMMENT

Members of the Public are entitled to directly address the City Council concerning any item that is described in the notice of this meeting, before or during consideration of that item. If you wish to address the Council on any issue that is on this agenda, please complete a speaker request card located in the foyer of the Council Chambers and deliver it to the Minutes Clerk prior to discussion of the item. You are not required to give your name on the speaker card in order to speak to the Council, but it is very helpful. When you are called, proceed to the podium and the Mayor will recognize you. If you wish to address the City Council on any other item of interest to the public, you may do so during the public comment portion of the meeting following the same procedure described above. Please limit your comments to three (3) minutes or less.

Please submit written correspondence to the Minutes Clerk, who will distribute correspondence to the City Council.

Persons interested in proposing an item for the City Council agenda should contact a member of the City Council who may plan an item on the agenda for a future City Council meeting. Should your comments require Council action, your request may be placed on the next appropriate agenda. Council discussion or action may not be taken until your item appears on an agenda. This procedure is in compliance with the California Public Meeting Law (Brown Act) Government Code §54950.

City Council Policies and Procedures (CP 03-01) outlines the procedure for the conduct of public hearings. Notice is given, pursuant to Government Code Section 65009, that any challenge of Public Hearing Agenda items in court, may be limited to raising only those issues raised by you or on your behalf at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to the Public Hearing on these matters.

The time within which judicial review must be sought of the action by the City Council, which acted upon any matter appearing on this agenda is governed by the provisions of Section 1094.6 of the California Code of Civil Procedure.

For a copy of City Council Policies and Procedures CP 97-01, please contact the City Clerk's office (408) 779-7259, (408) 779-3117 (fax) or by email cityclerk@morganhill.ca.gov.

AMERICANS WITH DISABILITIES ACT (ADA)

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (408)779-7259, (408)779-3117 (fax) or by email cityclerk@morganhill.ca.gov. Requests must be made as early as possible and at least two-full business days before the start of the meeting.

SUSTAINABLE MORGAN HILL



Vision

To sustain a safe, inclusive, socially responsible, environmentally conscious, and economically sound community.



Choose Morgan Hill

The City of Morgan Hill is the best community for people to live, work, visit, and operate their businesses.



City Council Ongoing Priorities

- Enhancing Public Safety and Quality of Life
- Protecting the Environment and Preserving Open Space and Agricultural Land
- Maintaining and Enhancing Infrastructure
- Supporting our Youth, Seniors, and Entire Community
- Fostering a Positive Organizational Culture
- Preserving and Cultivating Public Trust
- Preserving our Community History
- Enhancing Diversity and Inclusiveness
- Advocating for Local, Regional, and State Legislative Initiatives



2022-2023 Strategic Priorities

- Fiscal Sustainability
- Affordable Housing and Homelessness
- Community Outreach, Engagement, and Messaging
- Economic Development
- Transportation



These strategic priorities were established prior to the COVID-19 pandemic. In light of recent events, we recognize that all of these goals and priorities will be viewed through the lens of recovering from the global pandemic, and we will continue to have equity, public health, and financial responsibility in mind.



CITY COUNCIL STAFF REPORT

MEETING DATE: August 23, 2023

PREPARED BY:

Yat Cho, Senior Project Manager

APPROVED BY: City Manager

ACCEPT 2020 INFLOW AND INFILTRATION SEWER REPAIR PROJECT IN THE AMOUNT OF \$2,420,982

RECOMMENDATION(S)

1. Accept as complete the 2020 Inflow and Infiltration Sewer Repair Project;
2. Authorize the City Engineer to sign the Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Maintaining and Enhancing Infrastructure

2022-2023 Strategic Priorities

Fiscal Sustainability

Guiding Documents

Wastewater System Master Plan

REPORT NARRATIVE:

On March 3, 2021, the 2020 Inflow and Infiltration Sewer Repair Project was awarded to Pacific Underground Construction, Inc. in the amount of \$2,034,350 with an authorized contingency of \$406,870. The project resulted in sewer main repairs at 22 locations within the City (See Attachment 1).

The project began on July 2021 and was substantially completed in June 2023. Four change orders were authorized in the amount of \$386,632, due to unforeseen conditions at various locations along with additional sewer main repair work at Crest Avenue, Wright Avenue, and Monterey Road (See Attachment 2).

The final construction contract with Pacific Underground Construction is \$2,420,982. Staff recommends accepting this project as it is complete in accordance with the plans and specifications. By accepting this project, the City Clerk will file a Notice of

Completion for the Project (See Attachment 3).

COMMUNITY ENGAGEMENT:

Inform

Prior to and during construction, City staff coordinated construction activities with affected residents/businesses through citywide emails, social media posts, and the City's website. Pacific Underground Construction, Inc. also provided notifications to residents that were directly affected during construction of this project in advance of the actual work.

ALTERNATIVE ACTIONS:

Accepting the project in accordance with the contract documents is a required process and enables the City to release any retained funds owed to the contractor per California Public Contract Code Section 7107.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

October 18, 2017 – City Council adopted the 2017 Sewer System Master Plan.

January 17, 2018 – City Council approved a professional design agreement with Schaaf and Wheeler for sewer condition assessment of the existing sewer system.

December 4, 2019 – City Council approved design services agreement with Schaaf and Wheeler for Inflow and Infiltration Project.

June 17, 2020 - City Council adopted the FY 2020-21 through FY 2025-26 Capital Improvement Budget which identifies funding for the proposed sewer projects through bond proceeds.

November 20, 2020 – City Council adopted a resolution authorizing the execution of an installment purchase agreement to provide financing of the City's anticipated projects through the sale of \$20 million in sewer revenue bonds.

March 1, 2021 - City Council awarded the 2020 Inflow and Infiltration Sewer Repair Project.

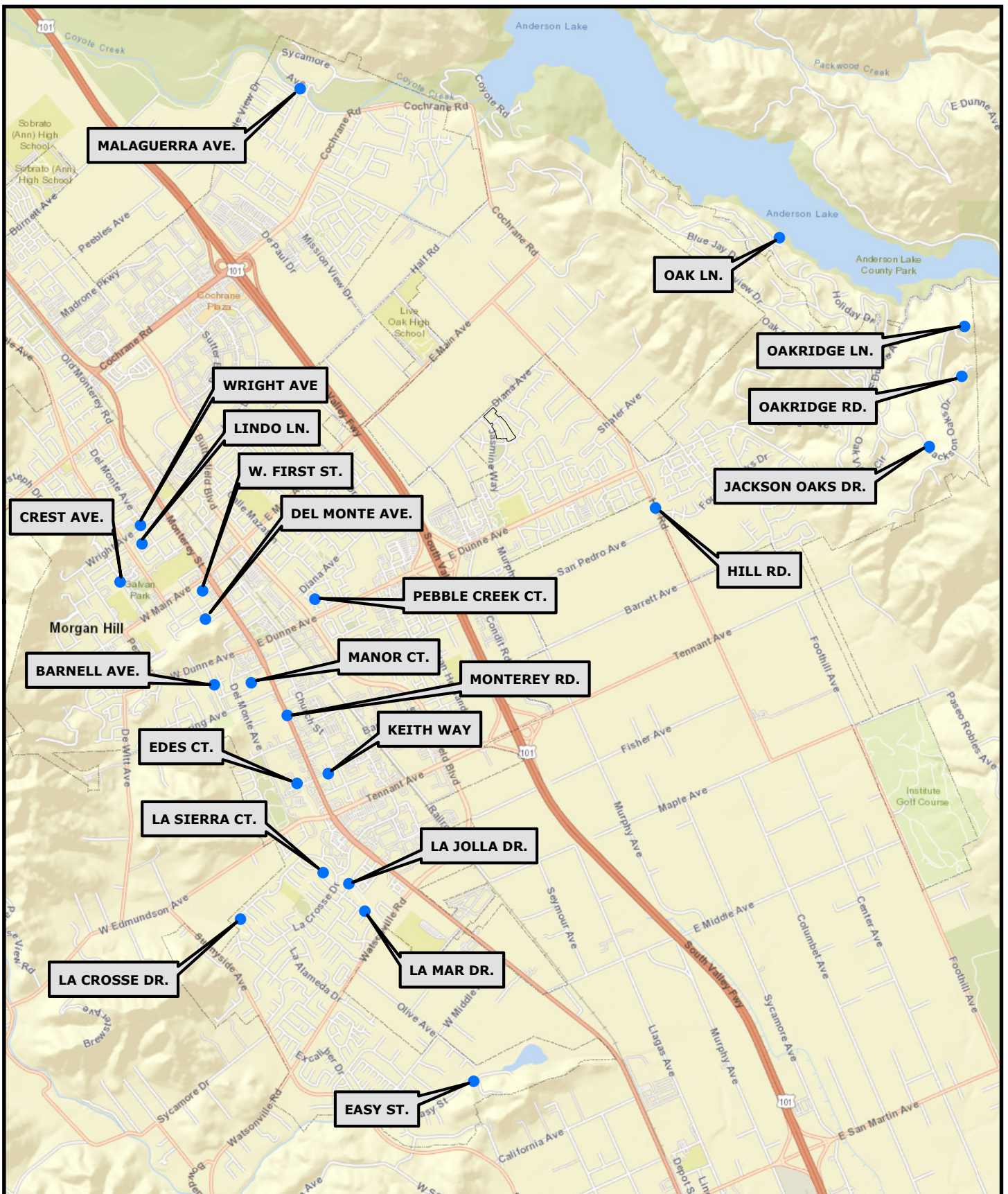
FISCAL AND RESOURCE IMPACT:

The final contract amount for the 2020 Inflow and Infiltration Sewer Rehabilitation Project is \$2,420,982 (including four change orders in the amount of \$386,632). The project was awarded to Pacific Underground Construction, Inc. in the amount of \$2,034,350 with an authorized contingency of \$406,870 (Total of \$2,441,220).

CEQA (California Environmental Quality Act):

The activities as described in this Staff Report are categorically exempt under CEQA, specifically pursuant to Section 15301 of the CEQA Guidelines (Existing Facilities), as the subject work involves the repair, maintenance, or minor alteration of existing City

facilities involving negligible or no expansion of use of those facilities.



CITY OF MORGAN HILL

**Engineering and Utilities Department
Capital Improvement Program Division**

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2020 INFLOW AND INFILTRATION SEWER REPAIR PROJECT



0 1,250 2,500 5,000 7,500 10,000
Feet

CIP Contract Acceptance Funding Closeout Statement

Project:	2020 Inflow and Infiltration Sewer Replacement Project		
Project No:	302018		
Date of Project Award:	3-Mar-21	Project Award Amount:	
Funding Source:	643	Contingency Authorized:	
Date of Project Acceptance:	23-Aug-23	Total Authorized:	
		Actual Base Contract Spent:	

Change Orders			
	Description	Date	Council Approval Req'd? (Y/N)
C.O. #1:	Replace 215' of Sewer Main near Crest Avenue	13-Oct-21	N
C.O. #2	Miscellaneous adds and deducts to project	1-Jun-22	N
C.O. #3:	Additional time and material work at various locations	20-Sep-22	N
C.O. #4:	Additional Time and Material Work at Various Locations and Overage and Underages Final Tally	31-May-23	N
			Total C.O.:

Additional Appropriations		
Source	Amount	Date
None		

Construction Fund Balance:

\$20,238.23

Total Construction
Amount (Base
Contract plus
CO's):

\$2,034,350
\$406,870
\$2,441,220
\$2,034,350

\$110,610.00
-\$45,450.00
\$178,104.96
\$143,366.81
\$386,631.77

\$2,420,981.77

Recording Requested By:
The City of _____

When Recorded Mail To:

<name, title>

<street address>

<city, state and zip>

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§ 6103, 27383

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION

Civil Code §§ 8182, 8184, 9204, and 9208

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the agent of the owner of the Project described below.
2. Owner's full name is City of Morgan Hill ("City")
3. City's address is 17575 Peak Avenue Morgan Hill, CA 95037
4. The nature of City's interest in the Project is:
XX Fee Ownership ___ Lessee ___ Other: _____
5. Construction work on the Project performed on City's behalf is generally described as follows:
Sewer Main Repairs at Various Locations within City Limits
6. The name of the original Contractor for the Project is: Pacific Underground Construction, Inc.
7. The Project was accepted as complete on: August 23, 2023
8. The Project is located at: City of Morgan Hill

Verification: In signing this document, I, the undersigned, declare under penalty of perjury under the laws of the State of California that I have read this notice, and I know and understand the contents of this notice, and that the facts stated in this notice are true and correct.

Date and Place

Signature

Name and Title

*EXEMPT FROM NOTARY ACKNOWLEDGMENT REQUIREMENTS PER
GOVERNMENT CODE § 27287 AND CIVIL CODE § 920*

CITY COUNCIL STAFF REPORT

MEETING DATE: August 23, 2023

PREPARED BY:

Maria Angeles, Senior Civil Engineer

APPROVED BY: City Manager

ACCEPT ANNUAL EVALUATION REPORT FOR THE SANTA CLARA COUNTY MULTI-JURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION (PPI) FOR FY 2022-23 (YEAR 2) RELATING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S NATIONAL FLOOD INSURANCE PROGRAM'S COMMUNITY RATING SYSTEM PROGRAM

RECOMMENDATION(S)

Accept the Annual Evaluation Report for FY 2022-23 (Year 2) for the 2021 Santa Clara County Multi-Jurisdictional Program for Public Information (PPI).

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

2022-2023 Strategic Priorities

Community Outreach, Engagement, and Messaging

REPORT NARRATIVE:

On June 16, 2021, the City Council adopted the 2021 Santa Clara County Multi-Jurisdictional Program for Public Information (2021 PPI). The Federal Emergency Management Agency (FEMA) requires that annual evaluation reports on the Multi-Jurisdictional PPI be shared with the elected bodies that approved them. The Annual Evaluation Report for FY 2021-22 (Year 1) was previously submitted to City Council at its meeting on October 19, 2022. Attached is our submittal of the Annual Evaluation Report for FY 2022-23 (Year 2) (Attachment 1).

Community Rating System (CRS) Program and PPI Background

CRS is a voluntary program under FEMA's National Flood Insurance Program (NFIP) that allows communities to earn flood insurance premium discounts for their residents and businesses. Communities earn CRS points for activities that promote good flood risk reduction practices, including implementation of outreach activities under the PPI. Communities are assigned class ratings based on the points earned. CRS Class ratings are assigned at 500-point increments and each improvement in class rating nets an additional 5% discount for property owners who pay flood insurance premiums in

participating communities.

The City of Morgan Hill has participated in the CRS Program since May 2003 and has a current CRS class rating of 7 which allows Morgan Hill residents and businesses a 15% discount on their flood insurance premium. Based on June 2023 NFIP data, there are 233 flood insurance policies in force within the City of Morgan Hill and policy holders paid a total of \$204,876 in annual flood insurance premiums (an average annual premium of almost \$900 per policy). There is an average savings of \$150 per policy as a result of the City's CRS class 7 rating.

The Program for Public Information (PPI) was introduced into the CRS in 2013. The PPI encourages participating CRS communities to work together with local stakeholders to design a program for community outreach on flood risk reduction that best fits local needs. The PPI must be developed by a committee comprised of both staff and non-governmental representatives/stakeholders from each of the participating agencies, known as the PPI Committee. Valley Water led the development of a PPI for all participating CRS communities in Santa Clara County, which resulted in the completion of the first Multi-Jurisdictional PPI adopted in 2015 (2015 PPI).

Program for Public Information (PPI) Requirements

Under the CRS, the PPI must be updated every five years. Valley Water led the development of the second Multi-Jurisdictional PPI, the 2021 Santa Clara County Multi-Jurisdictional PPI (2021 PPI). As previously mentioned, the City Council adopted the 2021 PPI on June 16, 2021.

Each subsequent year after adopting the PPI, the PPI Committee must submit an Annual Evaluation Report to FEMA describing the PPI implementation for the prior fiscal year. The attached Annual Evaluation Report is the second report for the 2021 PPI.

Based on the City's recent CRS 5-year Verification Cycle Visit (or CRS audit), the City received a total of 297 points on the City's Outreach Projects due to the 2021 PPI. These points contribute to the flood insurance discounts for policy holders in the City.

COMMUNITY ENGAGEMENT:

Inform and Involve

This report serves to inform the community about the second Annual Evaluation Report for the 2021 PPI and the City's PPI activities.

ALTERNATIVE ACTIONS:

Not Applicable – acceptance of a report only; no action required.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On October 19, 2022, the City Council received the Annual Evaluation Report for FY 2021-22 (Year 1).

On June 16, 2021, the City Council adopted the 2021 Santa Clara County Multi-

Jurisdictional Program for Public Information (PPI).

FISCAL AND RESOURCE IMPACT:

The acceptance of this report has no fiscal impact. The City's participation in the implementation of the PPI can be accommodated with the existing staff and operating budgets for the Floodplain Management Program within the Public Services Department. Valley Water is incurring the cost to manage and coordinate the meetings and other tasks associated with the Multi-Jurisdictional PPI. There are currently no expected additional costs in the staff's continued PPI participation.

CEQA (California Environmental Quality Act):

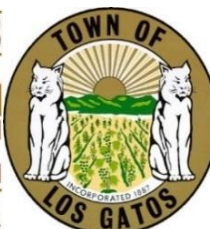
Not a Project

The acceptance of this report is considered "an organizational or administrative activity of a government that will not result in direct or indirect physical changes in the environment."

Santa Clara County Multi-Jurisdictional Program for Public Information 2021

Annual Evaluation Report for FY23

(Year 2: July 2022 to June 2023)



July 2023

Prepared by:

Santa Clara Valley Water District

and

Santa Clara County CRS communities

I. INTRODUCTION

The Community Rating System (CRS) is a voluntary program of the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP). The CRS program allows communities to earn flood insurance premium discounts for their residents and businesses by implementing local mitigation, floodplain management, and outreach activities that exceed the minimum NFIP requirements to reduce the risk of flooding.

In Santa Clara County, 11 (eleven) communities, including Santa Clara Valley Water District (Valley Water) have actively participated in the FEMA NFIP CRS for over 30 years.

The CRS participating communities (CRS communities) are City of Cupertino, City of Gilroy, City of Los Altos, City of Milpitas, City of Morgan Hill, City of Mountain View, City of Palo Alto, City of San Jose, City of Santa Clara, City of Sunnyvale, and the Santa Clara Valley Water District (Valley Water).

CRS communities, along with their external non-governmental stakeholders, non-CRS communities: *City of Saratoga, Town of Los Altos Hills, Town of Los Gatos, and the County of Santa Clara* who opted to join the 2021 Program for Public Information (PPI), comprised the 2021 PPI Committee. The original 2021 PPI Committee is listed in *Table 1. Original Members of the Santa Clara County Multi-Jurisdictional 2021 PPI Committee* of the 2021 PPI (*Attachment 1*). Since the development of the 2021 PPI, there may have been changes to the community's original 2021 PPI Committee members (*either the internal representatives to the organization and/or the external stakeholders*). Those member changes are noted on the meeting attendance sheets.

For CRS credit, FEMA requires that each CRS community provide at least two representatives to the regional PPI Committee, with at least half of the representatives from outside the local government. Additionally, at least half of the representatives must attend all the meetings of the regional PPI Committee. Non-CRS communities are also required to provide an external stakeholder.

An important benefit of the PPI Committee's work is close collaboration between local public agency staff who work on flood protection throughout Santa Clara County. Together, PPI Committee members continue strengthening their individual CRS programs and ensuring communities can evaluate their flood programs against a nationally recognized benchmark.

The 2021 PPI Committee, the remaining non-CRS communities (City of Campbell and City of Monte Sereno), and other interested parties make up the Santa Clara County CRS Users Group.

The Santa Clara County CRS Users Group collaborates to ensure floodplain management activities provide enhanced public safety, reduced damage to property and public infrastructure, and avoidance of economic disruption and loss in Santa Clara County. Through the five-year PPI development and the annual reporting process, members of the SC County CRS Users Group learn from one another about local floodplain management activities, including flood protection and land use issues. For both the Santa Clara County CRS Users Group and the 2021 PPI Committee, the PPI is one of the most impactful activities of the CRS program.

Under the CRS program, flood insurance premium rates are discounted to reward CRS communities' actions that meet the three goals of the CRS:

- (1) reduce flood damage to insurable property
- (2) strengthen and support the insurance aspects of the NFIP; and
- (3) encourage a comprehensive approach to floodplain management.

Flood insurance premiums for CRS communities are reduced in 5% increments for every 500 CRS points earned. As of April 30, 2023, the total savings for Santa Clara County residents from CRS discounts is approximately \$1.5 million.

Santa Clara County 2021 Multi-Jurisdictional Program for Public Information Annual Evaluation Report for FY23 (Year 2: July 2022 to June 2023)

Valley Water is the lead flood risk reduction agency for Santa Clara County. Valley Water performs many flood preparedness outreach and stream stewardship/maintenance activities that earn credit points for CRS communities. Since Valley Water is not a land-use agency, the points Valley Water earns, as a “fictitious community, provide a foundation upon which the CRS communities can build. FEMA approved this unique arrangement with Valley Water in 1998.

The *CRS Coordinator’s Manual, 2013 Edition*, included the option to undertake a Program for Public Information (PPI) which is a method that standardizes our flood risk and loss reduction outreach messages and increase communities’ CRS points. Each participant of the PPI Committee brings unique perspectives and suggestions that enhance the PPI. Each community must adopt the PPI through a formal vote by the community’s governing body.

In 2013, Valley Water initiated and facilitated the effort to develop the first Multi-Jurisdictional PPI so that all Santa Clara County CRS communities could work together and benefit from this activity. Non-CRS communities were also invited to participate in the development of the PPI. This work effort resulted in the 2015 Multi-Jurisdiction PPI (2015 PPI).

On April 14, 2015, Valley Water’s Board adopted the 2015 PPI, which sunset in April 2020. Following Valley Water’s lead, the other CRS communities’ governing bodies adopted the 2015 PPI soon thereafter.

Under the CRS, the PPI must be updated every five years. Each subsequent year after adopting the PPI, the PPI Committee must submit an annual evaluation report to FEMA describing the PPI implementation for the prior fiscal year. The PPI Committee must evaluate whether the flood risk reduction messages in the PPI are still relevant and adjust the PPI, if needed. The annual evaluation report is shared with each CRS community’s governing body as an informational item.

As required, annual evaluation reports for FY16 (Year 1 of the 2015 PPI) through FY19 (Year 4 of the 2015 PPI) were prepared, sent to each CRS community’s governing body, and included in each community’s respective annual recertifications or as part of a community’s documentation for those that were cycled on any given year.

In FY20 (Year 5 of the 2015 PPI), the PPI Committee was required to update the 2015 PPI. The Insurance Services Office (ISO), FEMA’s CRS program management contractor, exempted the PPI Committee from submitting an annual evaluation report for FY20 (Year 5 of the 2015 PPI) as the committee focused on updating the document.

In February 2020, Valley Water hosted the start of the five-year PPI updated process. Fifteen Santa Clara County communities worked together to update the 2015 PPI. These communities included the current 11 CRS communities as well as four non-CRS communities that expressed interest in joining the 2015 PPI and possibly the CRS program. Staff and external stakeholders from each agency participated in developing the new PPI.

In March 2020, the Coronavirus (COVID-19) outbreak started. The California State Emergency Services Act, the Governor’s Emergency Declaration related to the COVID-19 pandemic, the Governor’s Executive Order N-29-20, and Order of the County of Santa Clara Public Health Officer dated March 16, 2020, went into effect.

The COVID-19 pandemic caused far-reaching, unprecedented changes. Businesses and organizations faced economic and operational uncertainty across every industry and sector. The workforce impacts during COVID-19 caused delays beyond control, including the PPI Committee’s ability to continue its work of updating the 2015 PPI. Many communities shifted priorities to respond to the public health crisis; therefore, FEMA provided an extension of completing the update to the 2015 PPI to early 2021.

The 2021 PPI Committee reconvened in October 2020 to resume the 2015 PPI update. Several virtual meetings followed until the 2021 PPI Committee completed the 2021 PPI in April 2021. The 2021 PPI was adopted by CRS communities, as indicated in *Table 1. Dates 2021 PPI Adopted*.

II. 2021 PPI DEVELOPMENT PROCESS

Valley Water, CRS and non-CRS communities initiated the 2021 PPI process in February 2020. Due to

**Santa Clara County 2021 Multi-Jurisdictional Program for Public Information
Annual Evaluation Report for FY23 (Year 2: July 2022 to June 2023)**

COVID-19, discussions were postponed, and reinitiated the process in October 2020. The Santa Clara County 2021 Multi-Jurisdictional Program for Public Information document was completed in April 2021 (refer to Section I. Introduction for COVID-19 related delays).

Virtual meetings were held between 2020 and 2021 to develop the 2021 PPI. FEMA's six priority topic messages and the three additional messages identified in the 2015 PPI carried forward into the 2021 PPI. The 2021 PPI Committee felt all nine topics and supporting messages were still relevant for reaching Santa Clara County residents and ensuring they are Flood Ready.

The below listed is Table 3 in the 2021 PPI: CRS Priority Messages

Topic Number	Topic message	Public Message (Select one message per topic)
TOPIC #1	Know your flood hazard	- Know your flood risk - Contact your floodplain manager to find out if your property is in a floodplain - Check if your home or business is in a Special Flood Hazard Area
TOPIC #2	Insure your property for your flood hazard	- Get flood insurance ahead of time - Insure your property - There is a 30-day waiting period for the policy to take place
TOPIC #3	Protect people from the flood hazard	- Put your 3-day emergency kit together - Follow evacuation orders - Learn the best route to high ground
TOPIC #4	Protect your property from the flood hazard	- Protect your home from flood threats - Prepare your home - Sandbags can offer protection against a foot or less of floodwater - Get sandbags before a flood
TOPIC #5	Build responsibly	- Build responsibly in floodplains - Comply with development requirements - Check with your city/county floodplain manager before you build
TOPIC #6	Protect natural floodplain functions	- Keep creeks clean and flowing - Keep debris and trash out of our streams - Don't pollute, dump, or drain anything in creeks
Additional Outreach Topic Messages (only one message per topic)		
TOPIC #7	Develop an emergency plan	Develop an emergency plan
TOPIC #8	Download disaster apps	Download disaster emergency apps
TOPIC #9	Understand shallow flooding risks—don't drive through standing water	Understand shallow flooding risks - don't drive through standing water

The 2021 PPI Committee worked between the meetings to draft the 2021 PPI and review the extensive list of outreach and flood response projects (*Attachment 2*).

Based on the 2021 PPI Committee's evaluation of the 2015 PPI, the consensus was that most of the 2015 PPI flood risk reduction messages were still relevant, so only minor edits were incorporated as needed. This became the basis for the 2021 PPI; therefore, no additional FEMA review was required, as the 2015 PPI already ensured its provisions were fully compliant with FEMA requirements.

The number of CRS points that the 2021 PPI activities will earn is determined by FEMA's CRS Specialist and Technical Reviewers from ISO. The PPI Committee estimates that of the possible 350 points for Activity 330, each CRS communities could earn up to 300+/- points for PPI efforts.

Once Valley Water approved the 2021 PPI (5-Year Plan), the final document was provided to the 2021 PPI Committee to present to their governing bodies for adoption and implementation. *Table 1. Dates of 2021 PPI Adoption* shows the 2021 PPI approval dates by each agency; all 11 CRS communities have

**Santa Clara County 2021 Multi-Jurisdictional Program for Public Information
Annual Evaluation Report for FY23 (Year 2: July 2022 to June 2023)**

adopted the 2021 PPI.

Table 1. Dates 2021 PPI Adopted

Community	Date Presented	Adopted
Santa Clara Valley Water District	4/27/21	X
City of Cupertino	8/17/21	X
City of Gilroy	7/01/21	X
City of Los Altos	7/13/21	X
Town of Los Altos Hills (*non-CRS community)	Not required	Not required
Town of Los Gatos (*non-CRS community)	Not required	Not required
City of Milpitas	5/18/21	X
City of Morgan Hill	6/16/21	X
City of Mountain View	6/22/21	X
City of Palo Alto	6/14/21	X
City of San Jose	11/16/21	X
City of Santa Clara	7/06/21	X
County of Santa Clara (*non-CRS community)	Not required	Not required
City of Saratoga (*non-CRS community)	Not required	Not required
City of Sunnyvale	6/29/21	X
Total Approved		11

**Non-CRS communities are encouraged to participate in Santa Clara County CRS Users Group and/or PPI Committee ongoing efforts and initiatives; however, for those that opted to participate in the 2021 PPI, are not required to adopt the PPI or share annual evaluation reports with their governing bodies.*

III. ANNUAL EVALUATION REPORTS

The 2021 PPI states that the 2021 PPI Committee will meet at least once yearly to evaluate the PPI and incorporate any needed revisions. This meeting is coordinated in conjunction with the ongoing CRS User's Group meetings, which occur at least twice a year.

The evaluation will cover the following:

- Review of projects that were completed;
- Evaluate progress toward outcomes;
- Provide recommendations on projects that have not been completed;
- Provide recommendations for new projects not previously identified;
- Address any Target Audience changes; and
- Assess the impact of the program during an actual flood event if one has occurred.

The 2021 PPI Committee prepares the annual evaluation report for submission with each CRS community's annual CRS recertification package (or schedule 5-year cycle visits). The annual evaluation report is then shared with each CRS communities' governing body as an informational item.

Section V. 2022 Santa Clara County CRS Users Group/PPI Committee Meetings – Monitoring and Evaluating the 2021 PPI of this annual evaluation report summarizes the meetings held to develop the FY23 Annual Evaluation Report (Year 2 of the 2021 PPI).

Table 2 below shows how each community expects to share the FY23 Annual Evaluation Report with its governing body.

**Santa Clara County 2021 Multi-Jurisdictional Program for Public Information
Annual Evaluation Report for FY23 (Year 2: July 2022 to June 2023)**

Table 2. How the 2021 PPI Annual Evaluation Report for FY23, Year 2 will be shared with Community's Governing Body

Community	Method for Sharing
Santa Clara Valley Water District	Board Non-Agenda Item
City of Cupertino	Consent Item Council Agenda
City of Gilroy	Consent Calendar
City of Los Altos	Council Consent Calendar or Informational Staff Report
Town of Los Altos Hill (<i>*non-CRS community</i>)	Not required
Town of Los Gatos (<i>*non-CRS community</i>)	Not required
City of Milpitas	Memo to City Council
City of Morgan Hill	Council Consent Calendar
City of Mountain View	Council Weekly Update "Council Connection"
City of Palo Alto	Informational Staff Report
City of San Jose	Council Consent Calendar
City of Santa Clara	Council Consent Calendar
County of Santa Clara (<i>*non-CRS community</i>)	Not required
City of Saratoga (<i>*non-CRS community</i>)	Not required
City of Sunnyvale	City Manager's "Update Sunnyvale"

**Non-CRS communities are not required to share annual evaluation reports with their governing bodies.*

IV. 2021 PPI ACCOMPLISHMENTS FOR FY23

The 2021 PPI Committee identified three efforts needed from each CRS community in order to prepare and finalize subsequent annual evaluation reports.

1. Governing bodies must adopt the 2021 PPI (*Table 1. Dates 2021 PPI Adopted*). The 2021 PPI Committee must prepare an annual evaluation report and share the reports with its governing body as informational items (*Table 2. How the 2021 PPI Annual Evaluation Report for FY23, Year 2 will be shared with Community's Governing Body*).
2. For each fiscal year (*July 1 - June 30*), the communities must carry out and monitor the implementation of the outreach/flood response projects identified in Appendix A CRS Creditable Outreach and Flood Response Projects by CRS Community of the 2021 PPI (*Attachment 2*).
3. The PPI Committee must review and consider the 'New Initiatives' identified in the 2021 PPI (*page 66*) for advancing flood risk reduction efforts.

Governing Bodies Approval: Including Valley Water, all 11 CRS communities' governing bodies adopted the 2021 PPI. The approval dates are shown by each agency (Community) in *Table 1. Dates of 2021 PPI Adopted* noted above.

Tracking System: The 2021 PPI is multi-jurisdictional and includes 15 agencies (*11 CRS communities and four non-CRS communities*). Tracking implementation is quite complex compared to a single-agency PPI. As the informal lead agency, Valley Water oversees the record-keeping to ensure consistency throughout the county. An electronic file-sharing system, Egnyte, is set up with folders for each community to file and share documents related to the 109 potential outreach/flood response projects identified in the 2021 PPI and all CRS-related documentation. This also includes a comprehensive spreadsheet tracking which lists projects that were accomplished in any given fiscal year by each individual community (*Attachment 2*). This spreadsheet, along with the annual evaluation report, will be submitted with annual CRS recertifications or as part of scheduled 5-year cycle visits.

Santa Clara County 2021 Multi-Jurisdictional Program for Public Information Annual Evaluation Report for FY23 (Year 2: July 2022 to June 2023)

ISO assigns credit for Valley Water outreach/flood response projects to all Santa Clara County CRS communities' ratings. Some communities also choose to carry out and report on their own outreach/flood response projects, in addition to those of Valley Water. These projects are shown on the composite spreadsheet (*Attachment 2 - Appendix A from 2021 SC County Multi-Jurisdictional PPI noting FY23 Project Accomplishments*) and include input from each agency.

The PPI Committee discussed the benefits of using the Egnyte shared-filing system for tracking the 2021 PPI outreach/flood response projects and all CRS-related documentation. The PPI Committee also discussed the importance of ensuring each agency regularly uploads its CRS documentation. These benefits are:

- Information Share/Knowledge Transfer: CRS communities can view each other's program documentation. When a community improves its CRS rating, another community can access the documents submitted to determine how the CRS credited activities helped improve the score.
- Document Repository: A central location for CRS-related documentation, organized to mirror the CRS Coordinator's Manual (by community/activity/element), proves helpful when a community experiences staff turnover.
- Documentation Submittals: CRS documents are organized and easy to share with the CRS Specialists conducting cycle visits and/or annual recertification.

Summary of PPI Projects Accomplished in FY23

The complete list of outreach/flood response projects is included as Attachment 2 of this annual evaluation report, listing all projects proposed in the 2021 PPI, with a "Project Accomplishments" column noting actions taken during the second year of the PPI, FY23.

Audiences	Projects Accomplished
Community at Large (CAL)	81 potential projects, 63 accomplished
Residents and Businesses in the Special Flood Hazard Area (SFHA)	18 potential projects, 16 accomplished
Messengers to Other Target Audiences (Organizations & Businesses Serving the Community)	10 potential projects, 10 were accomplished
*Total Accomplished Projects	
89 of 109	

** Note: All projects carried out by CRS communities were accomplished in FY23. Variance in the number of potential projects versus accomplished projects is due to no updates received from non-CRS communities, which is not required for this annual evaluation report.*

These numbers go well beyond the minimum requirements of the CRS program for PPI credit under Activity 330; we anticipate all CRS communities will receive the maximum number of credits for our collective efforts in FY23.

Valley Water's Outreach/Flood Response Projects

Annual Flood Awareness Campaign

Valley Water's FY23 Flood Awareness Campaign theme was "Our Climate Has Changed." It launched after the ¹Fourth National Climate Assessment was published; there could not have been a better time for this conversation. The federal report assessed that intense extreme weather and climate-related events are becoming more frequent and will have catastrophic impacts on vulnerable communities, infrastructure, ecosystems, and our economy. Extreme storm events could result in more frequent and severe flooding in our region. Valley Water's message emphasized its commitment to reducing flood risks and protecting the community but acknowledged that we cannot eliminate all risks. Thus, our communities must adapt and prepare; and it starts with being informed and aware of risks.

¹ US Global Change Resource Program (USGCRP) has a legal mandate to conduct a state-of-the-science synthesis of climate impacts and trends across U.S. regions and sectors every four years, known as the National Climate Assessment (NCA).

**Santa Clara County 2021 Multi-Jurisdictional Program for Public Information
Annual Evaluation Report for FY23 (Year 2: July 2022 to June 2023)**

An educational paid advertising campaign supplemented Valley Water's community outreach effort. The advertising campaign was supported by a series of formative research to understand target audiences and their awareness levels and explore what educational messages and images most appealed to them.

The Flood Awareness Campaign lasted four months, from mid-November 2022 to February 2023. The paid advertisement campaign cost a total of \$330,000.

Valley Water's FY23 Annual Flood Awareness Campaign continued the shift from general digital and public space advertising to a series of direct mailings to the 51,120 homes and businesses in Santa Clara County's FEMA SFHA.

Valley Water sent two separate targeted mailers to all homes and businesses in or near a high-risk flood area, as designated by the FEMA SHFA. The mailers were multilingual (English, Spanish, Chinese, and Vietnamese) and are posted on Valley Water's website.

1. Annual Floodplain Mailer (FPM) - Valley Water's multi-language (English, Spanish, Chinese, and Vietnamese) annual FPM "Our Climate Has Changed - Be Aware, Be Prepared, Take Action" (dated 11/22) mailed on November 28, 2022. <https://online.flipbuilder.com/tkap/tmie/>
2. Trifold "You Live in a Flood Zone— Make Sure You Are Ready. Do You Know What to Do Before, During, and After a Flood?" mailed on January 6, 2023. <https://online.flipbuilder.com/tkap/zmx/>

Additionally, Valley Water's FY23 Countywide Mailer (CWM) included a 'Floods Can Follow Droughts' section and was sent starting November 8 through 18, 2022, countywide to 744,025 addresses (USPS: ECRWSS - Extended/Enhanced Carrier Route Walking Sequence Saturation Postal Customer). The CWM includes flood protection and preparedness measures information, knowing your flood risk, getting flood insurance, developing an emergency plan and kit, protecting your home from flood threats, signing up for AlertSCC and the American Red Cross Disaster Emergency App, and understanding shallow flooding – Turn Around Don't Drown®. https://s3.us-west-1.amazonaws.com/valleywater.org.us-west-1/s3fs-public/2022-10-26_Drought%20Countywide%20Mailer.pdf

Lastly, 'Are You Flood Ready?' multilingual postcards that included the nine CRS topics and supporting messages, and links to various flood readiness/preparedness webpages were produced and distributed. <https://www.valleywater.org/are-you-flood-ready>

Requested copies of the FPM, postcards, and trifold mailers were sent to all Santa Clara County cities and county Public Works and Planning Departments.

Public Agency	Annual Floodplain Mailer (FPM)	Postcard	Trifold (Mailed Jan 2023)
	(Mailed late Nov 2022 and early Jan 2023)		
City of Los Altos	50	100	20
Town of Los Altos Hills	25	150	20
City of Milpitas	50	25	20
City of Mountain View	25	25	20
City of Cupertino	100	100	20
VW CRS Program	150	300	20
All other 10 cities & County (10 count)	250 25 count each	250 25 count each	200 20 count each

**Santa Clara County 2021 Multi-Jurisdictional Program for Public Information
Annual Evaluation Report for FY23 (Year 2: July 2022 to June 2023)**

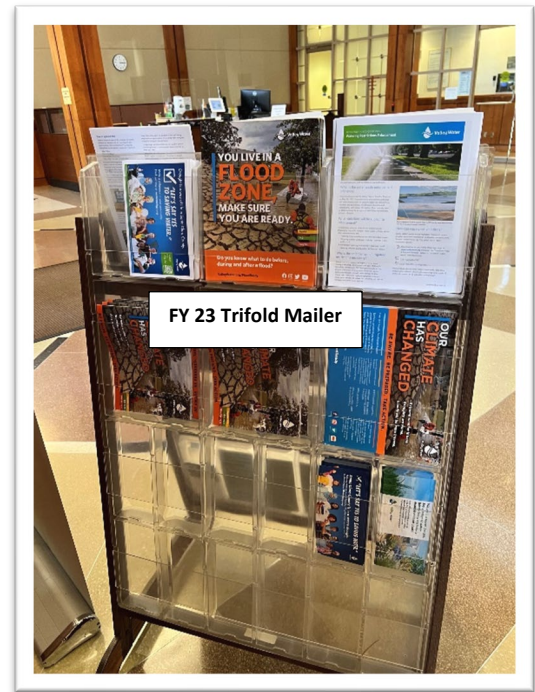
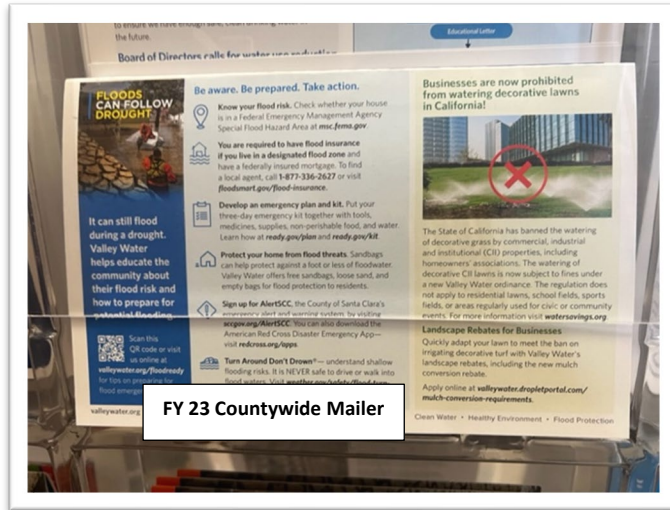
In mid-November 2022, Valley Water's 2022-2023 Flood Awareness Outreach Partner Social Media Toolkit, 'Our Climate Has Changed,' was made available for download to all partnering agencies, including CRS communities. The toolkit provided links to the multilingual annual FPM, the 'Flood Can Follow Droughts' 2001-2023 Timeline, the 'Are You Flood Ready?' postcard, social media graphics and videos that included messages for all nine flood awareness tips (PPI CRS message topics), and blog posts for all Santa Clara County communities to use. <https://www.dropbox.com/s/p438zrw8lwi614r/Flood%20Awareness%202022-2023%20Partner%20Toolkit.pptx?dl=0>.



Valley Water HQ Lobby Displaying Flood Readiness Materials

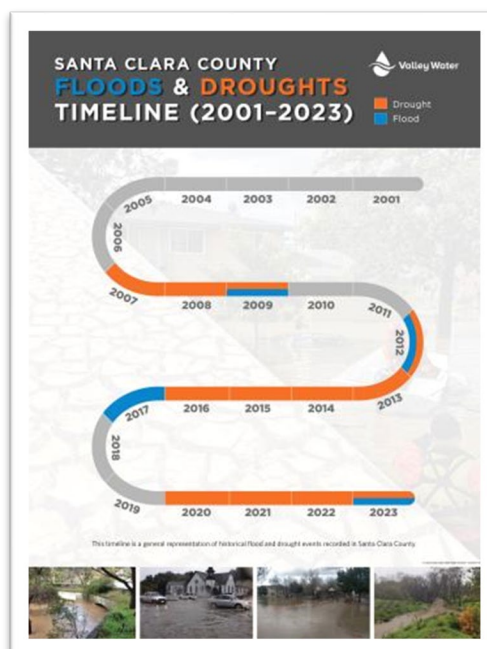


Santa Clara County 2021 Multi-Jurisdictional Program for Public Information Annual Evaluation Report for FY23 (Year 2: July 2022 to June 2023)



During FY23, Santa Clara County experienced a drought emergency. Valley Water's annual FPM reminded everyone that flooding can happen anytime it rains and that climate change has made extreme weather the new normal. Drought conditions can harden the ground and increase run-off to streams and creeks during the first few days of heavy rain, increasing the risk of flooding. In addition, the flood mailer showcased Valley Water's ongoing flood protection projects in areas susceptible to flooding.

In FY23, the FPM featured a QR code, a cling with important flood safety websites, a detachable emergency phone list, photos of our most recent flood protection projects, and a graphic image displaying how historical floods have followed droughts in Santa Clara County (see below attached "Santa Clara County Floods & Droughts Timeline [2001-2023]").



**Santa Clara County 2021 Multi-Jurisdictional Program for Public Information
Annual Evaluation Report for FY23 (Year 2: July 2022 to June 2023)**

Valley Water also deployed a small-scale multilingual social media campaign, with the slogan "Flooding can happen during a drought," on social media and web platforms. The campaign launched in Winter FY23, starting with the season's first rains, and continuing through March 2023.

A key strategy for the paid flood awareness campaign was incorporating the 2021 PPI 6 priority topics and the three additional outreach topics, including messages supporting the nine topics, in Valley Water ads. Staff crafted messages derived from Valley Water's annual FPM to residents in the SFHA. Additionally, the Valley Water Board of Directors shared posts on Nextdoor highlighting the "Flooding can happen during a drought" messaging and the nine CRS topics in Winter 2022-23. Valley Water also posted a flood preparedness blog, a digital copy of the FPM, and a guide on what to do before, during, and after a flood.

Valley Water 2022-23 Flood Media Campaign (*October 2022 – February 2023*)

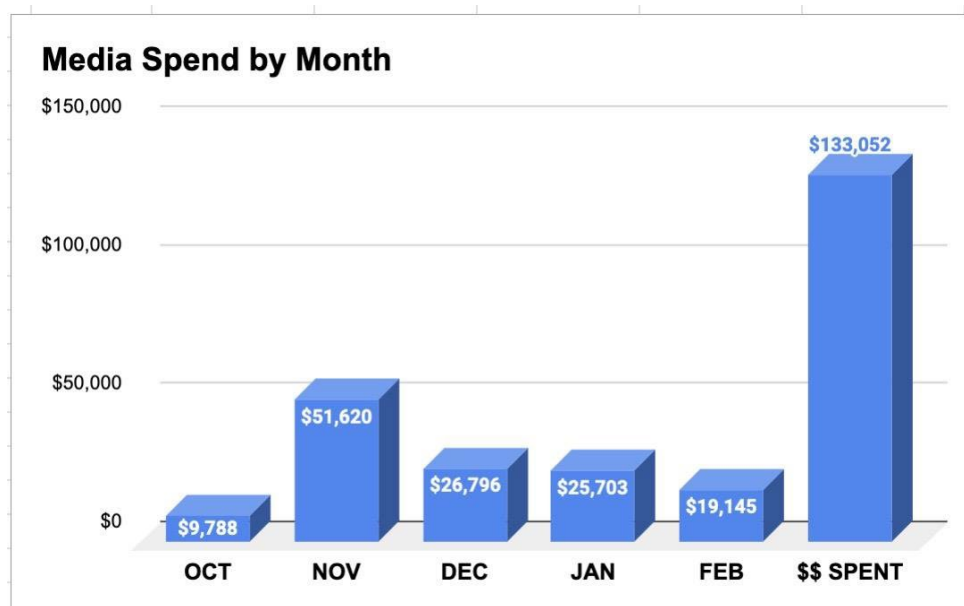
Target: Santa Clara County residents

Objective: Flood Awareness for All SCC Residents

Digital ads targeted residents and commuters in or near the SFHA, using zip codes from published FEMA flood maps.

The Media Plan

MEDIA PLATFORM:	TARGET:	BUDGET	\$\$ SPENT	IMPs	CPM
Digital Banners (four languages)	Zip Codes	\$18,000	\$18,000	6,246,254	\$2.88
Social Media (FB - IG - ND)	SCC	12000	\$9,552	267,508	\$35.71
AUDIO (Local On Air and Streaming)	SCC	75500	\$75,500	3,339,773	\$22.61
LOCAL NEWSPAPERS (Online)	SCC	\$30,000	\$30,000	2,625,000	\$11.43
OVERALL TOTALS:		\$135,500	\$133,052	12,478,535	\$10.66



**Santa Clara County 2021 Multi-Jurisdictional Program for Public Information
Annual Evaluation Report for FY23 (Year 2: July 2022 to June 2023)**

The Ads

Boosts: Animated Facebook posts “Boosted” on Facebook, Instagram, NextDoor

Boost #1 (Nov8-9)



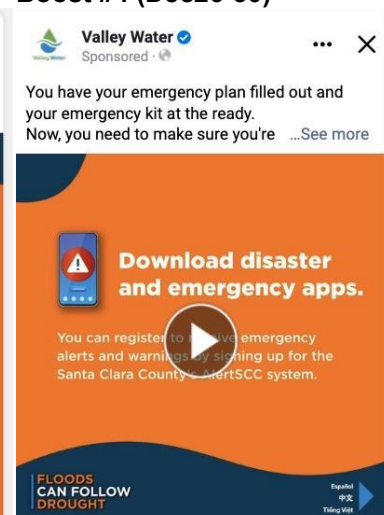
Boost #2 (Dec01-05)



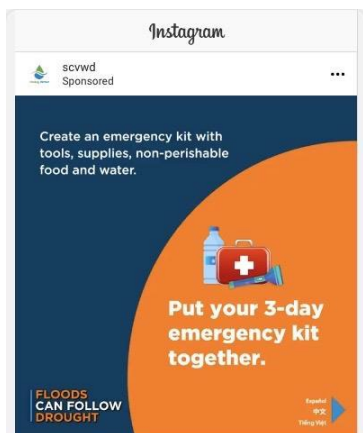
Boost #3 (Dec7-11)



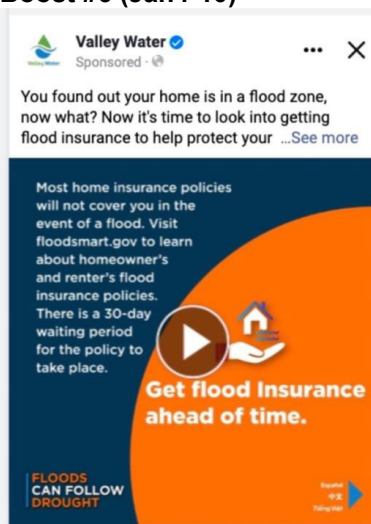
Boost #4 (Dec26-30)



Boost #5 (Dec28-31)



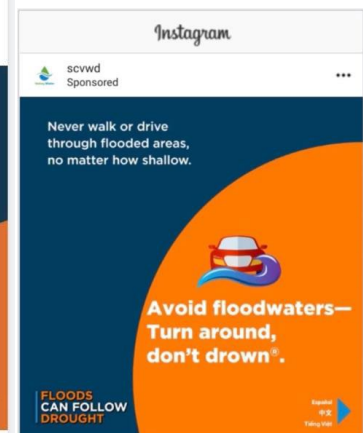
Boost #6 (Jan4-10)



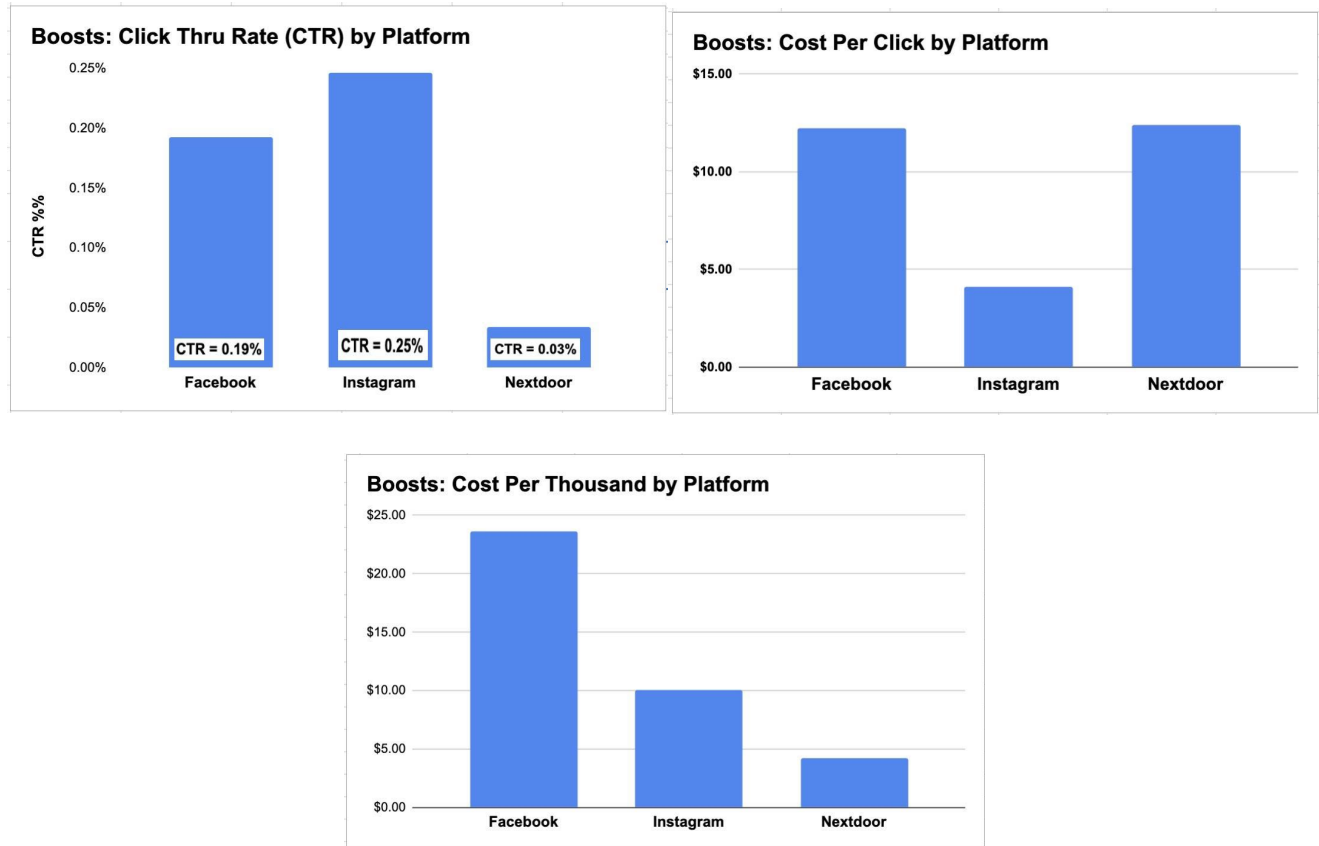
Boost #7 (Jan10-17)



Boost #8 (Jan15-20)



**Santa Clara County 2021 Multi-Jurisdictional Program for Public Information
Annual Evaluation Report for FY23 (Year 2: July 2022 to June 2023)**



 **Best BOOST performance:**

Boost #6: *So you found out your home is in a Flood Zone...*

 Ad seen 171,113 times

 Ad clicked on 425 times

 Lowest Cost Per Click: \$2.42 on Facebook

Display Ads

300X250

Served to all adults in Santa Clara County

Delivered: 6,246,254 Impressions

Audio

30-second audio ads served via Streaming and Local On-Air Radio stations

Delivered: 1,724,173 Impressions

**Santa Clara County 2021 Multi-Jurisdictional Program for Public Information
Annual Evaluation Report for FY23 (Year 2: July 2022 to June 2023)**

FY 23 Flood Awareness Campaign Results

Valley Water also used its monthly newsletter, news blog, and social media profiles to enhance flood awareness efforts before and during forecasted storms starting as early as September 2022. During the length of the campaign and leading up to anticipated storm events, Valley Water posted flash flood warnings, shared posts with critical messages about flood safety, and promoted the Flood Watch Tool throughout the winter.

Valley Water's flood protection resources page at ValleyWater.org/floodready serves as a hub of flood safety information with icons leading to a series of related web pages, including information on flood zone maps, signing up for emergency alerts, sandbags, reporting local flooding, and safety tips.

All cities and the county were requested to add a link redirecting site visitors from their respective flood protection resource pages and/or homepage to ValleyWater.org/floodready, Floodsmart.gov, and Ready.gov.

All Santa Clara County communities received hard copies of Valley Water's FPM, postcard, and trifold for their outreach efforts.

Valley Water shared the 2022-2023 Flood Awareness Outreach Partner Social Media Toolkit with all Santa Clara County cities/county, including CRS communities. The toolkit provided links to the multilingual annual FPM, social media graphics, messages for all nine flood awareness tips (PPI CRS message topics), and blog posts for all communities to use.

The 2022-2023 post-Flood Awareness Campaign survey found:

- 39% recalled receiving mail with information about flood safety (59% in 2021-22).
- 64% are confident they have taken all necessary precautions to protect themselves from floods (76% in 2021-22).
- 43% rate the job Valley Water is doing at keeping them informed as excellent, good, or fair (61% in 2021-22).
- 48% are aware that their home was located in a flood zone awareness over last year (56% in 2021-22).
- 39% of respondents clearly understood Valley Water's three main calls to action to be Flood Ready [*develop an emergency plan, build an emergency kit, and get flood insurance*] (58% in 2021-22).
- 39% of respondents have flood insurance; 15% of renters polled have insurance (51% in 2021-22).

The results above demonstrate an effective campaign that is less expensive than general advertising, yielding a savings of approximately \$150,000 with more robust results. Based on the findings, we will continue with targeted mailings to the FEMA SFHA as our outreach strategy for the flood awareness campaign rather than targeted advertising.

Flood Emergency Starter Kit Distribution

Pilot 'Get Flood Ready' Flood Event Kits (Flood Kits) were distributed to all cities and the county from late October through early November 2022. The Flood Kits included the following items: rolling storage bins, customized and branded (both Valley Water and agency's logos) 'Get Flood Ready' banners and tablecloths, flood emergency starter kits, flood preparedness materials, and giveaway items. The Flood Kits will standardize local flood-preparedness outreach throughout the county and expand Valley Water's 'Get Flood Ready' campaign.

In addition to the Flood Kits, CRS will increase and broaden our flood-preparedness outreach to underserved communities by partnering with other community organizations to distribute multilingual flood-preparedness materials and flood emergency starter kits.

This year, Valley Water acquired 6,000 flood emergency starter kits (Starter Kits). These Starter Kits will be distributed by all Santa Clara County communities and Valley Water's CRS and other public-facing programs.

The Starter Kits include essential supplies, such as a hand squeeze flashlight, rain poncho, safety whistle, N95

**Santa Clara County 2021 Multi-Jurisdictional Program for Public Information
Annual Evaluation Report for FY23 (Year 2: July 2022 to June 2023)**

mask, and gloves. These popular Starter Kits encourage the community to 'Get Flood Ready' by developing an emergency plan and putting together a more comprehensive three-day emergency kit.

CRS communities Outreach/Flood Response Projects

The 2021 PPI Committee identified the outreach/flood response projects for each community. The implementation of these projects is reflected in the 'FY 2023 (Year 2 of the 2021 PPI) Project Accomplishments' column of Attachment 2.

Valley Water Education Outreach Program

Valley Water's Education Outreach includes flood awareness messaging in every program presented year-round. A dedicated flood-focused program is offered from October through April, depending on the rainfall situation in any given year.

Valley Water's role as a flood protection agency is highlighted in all presentations so that participants in the Education Outreach Programs know that flood protection is one of Valley Water's core objectives in Santa Clara County.

Flood-focused Programs

Education Outreach has three programs focusing on flood awareness and preparedness: 'The Three Little Pigs and The Bad Weather Wolf,' 'Mapping Landforms,' and 'Watershed Maps.'

In FY23, Valley Water more than doubled its flood-focused programs from FY22. A high demand for in-person programs brought us back into the community and schools; therefore, we added a third flood-focused program, 'Mapping Landforms,' for 1st - 2nd grades. The demand for flood-focused programs was due to the unusually long rainy season extending into April 2023.

The results of Flood-focused programs delivered between October 2022 and April 2023 are as follows:

- 113 Presentations
- 2,751 Attendees
- 122 Educators

Flood Awareness Messaging

In addition to the Flood-focused Programs, the Education Outreach Program provided additional flood awareness messaging in their general classroom presentations, STEAM (*Science, Technology, Engineering, Art, and Math*) programs, libraries, and camp programs.

The results of the general flood protection messaging between October 2022 and April 2023 are as follows:

- 233 Presentations
- 8,548 Attendees
- 323 Educators

Community Events and Engagement

Booth Support at Events

Valley Water staff made a concerted effort to actively participate in community events, including community festivals and emergency preparedness affairs, particularly in communities and neighborhoods in or near flood zones. In FY23 (*from September 2022 – May 2023*), both Valley Water and the communities staff hosted 18 booths

**Santa Clara County 2021 Multi-Jurisdictional Program for Public Information
Annual Evaluation Report for FY23 (Year 2: July 2022 to June 2023)**

and distributed flood preparedness information on flood safety and emergency preparedness materials, including Valley Water's annual FPM. Those events are listed below.

1. 2022 Santos Family 16th Annual Car Show-9/3/22 Alviso, CA
2. Emergency Preparedness Resource Fair-9/10/22 San Martin, CA
3. Mountain View Art & Wine Festival-9/11/22
4. Assembly Member Ash Kalra's VeggieFest-9/17/22 San Jose, CA
5. Rotary Club Fall Festival-9/24/22 Cupertino, CA
6. Friends of Stevens Creek Trail Trailblazer Race-9/25/22 Mountain View, CA
7. Fall Festival at Martial Cottle Park-10/1/22 San Jose, CA
8. Santa Clara Parade of Champions-10/1/22
9. Pumpkins in the Park-10/8/22 San Jose, CA
10. Bay Area Diwali Festival of Lights-10/8/22 Cupertino, CA
11. Supervisor Lee's Day on the Bay-10/8/22 Alviso, CA
12. Santa Visits Alviso-12/10/22
13. AAUW Wildflower Run-3/26/23 Morgan Hill, CA
14. VMC Foundation Women's Leadership & Policy Summit-4/29/23 Saratoga, CA
15. Tech Interactive Tech Challenge-4/30/23 San Jose, CA
16. Berryessa Art Festival-5/13/23
17. San Jose Giants-5/13/23
18. Campbell Boogie Music Festival, 5/20/23-5/21/23

Speakers Bureau Program

In FY23, [Valley Water's 'Let's Talk Water: Speakers Bureau Program'](#) reached the 18 organizations listed below. All general presentations include mention of flood protection, the need to 'Get Flood Ready' regardless of the county's drought status, and links to Valley Water's 'Flood Ready' information and resources webpage (ValleyWater.org/floodready), and the hotline to call to report obstructions in creeks.

Valley Water's Speakers Bureau Program can customize presentations to update community groups on water-specific issues and provide updates on projects in their area. 'Let's Talk Water' also discusses local water conservation efforts and rebate programs. The FY23 presentations that included flood preparedness information are listed below.

1. October 13, 2022 – City of San Jose Board of Retirees meeting
2. October 20, 2022 – Palo Alto Kiwanis meeting
3. October 22, 2022 – Greentown Los Altos Library event
4. November 3, 2022 – Harbor Industrial Association luncheon
5. December 6, 2022 – RE/MAX Realtor informational meeting
6. January 4, 2023 – Mount Pleasant Neighborhood Assoc meeting
7. January 18, 2023 – Cupertino Library presentation hosted by Cupertino Library Foundation
8. February 9, 2023 – Sons in Retirement: Branch 54 monthly meeting
9. February 13, 2023 – Rotary Club of Evergreen Valley meeting
10. February 14, 2023 – Santa Clara County: Sustainability Working Group presentation
11. March 1, 2023 – Seven Trees Neighborhood Association meeting
12. March 6, 2023 – Leadership Morgan Hill presentation
13. March 9, 2023 – Presentation during Mountain View Senior Center afternoon workshop
14. March 23, 2023 – Mission San Jose Rotary Zoom meeting
15. April 6, 2023 – Water 101 Academy presentation
16. April 11, 2023 – Presentation during Terraces Los Gatos monthly speaker series
17. May 4, 2023 – West San Jose Kiwanis meeting
18. May 19, 2023 – Rotary Club of San Jose Silicon Valley

**Santa Clara County 2021 Multi-Jurisdictional Program for Public Information
Annual Evaluation Report for FY23 (Year 2: July 2022 to June 2023)**

Other Community Engagement Efforts

Valley Water partnered with the Silicon Valley Bike Coalition at the Ride Out the Drought event held on October 15, 2022; the Salvation Army on October 22, 2022; Santa Visits Alviso Foundation on December 7, 2023; Sacred Heart Community Services on February 8, 2023, and Ms. Gail Osmer, homeless advocate, on March 15, 2023 by providing and/or distributing FEMA, US Army Corps of Engineers, and Valley Water multilingual flood preparedness educational materials, flood insurance promotion, AlertSCC, American Red Cross All-Hazard APP, and emergency preparedness starter kits which supports Valley Water's 'Get Flood Ready' campaign.

Additionally, presentations on flood preparedness were made at the City of Cupertino Public Safety and Community Emergency Response Team (CERT) held on October 26, 2022, and at the City of San Jose Neighborhood CERT event held on November 15, 2022. Flood resources were also shared at these events.

**V. 2023 SANTA CLARA COUNTY CRS USERS GROUP/PPI COMMITTEE MEETINGS –
MONITORING AND EVALUATING THE 2021 PPI**

The FY23 Santa Clara County CRS Users Group/PPI Committee meetings were held on March 21, 2023, and May 16, 2023. Attendance was good and quorum was met with staff from the 11 CRS communities for both meetings. Staff from some non-CRS communities, external stakeholders, and other interested parties were also in attendance. Agendas/minutes, and attendance sheets for each meeting are included (*Attachments 3-6*).

As required by CRS, the objective for both the March and May 2023 meetings was to monitor the implementation of the 2021 PPI, determine if the desired outcomes were achieved, and discuss if any changes to the 2021 PPI were needed to complete this annual evaluation report. The PPI Committee agreed that the 2021 PPI messaging and projects would remain the same for the duration of the 2021 PPI, which sunsets in 2026.

At the March 21, 2023, meeting, a draft FY 2023 (Year 2 of the 2021 PPI) Project Accomplishments worksheet was shared with the PPI Committee for their review/input.

The PPI Committee:

- Assessed whether the desired outcomes of the 2021 PPI were achieved in FY23 and what, if anything, should be changed. The consensus of the PPI Committee is that our 2021 PPI implementation for FY23 continues to be on target and that no changes are needed. Cities with the PPI approved by their elected officials reported receiving strong support.
- Reviewed which communities have adopted the 2021 PPI. Ensured that those communities who have adopted the PPI have all the conformed/enacted copies and supporting documentation in their respective governing bodies uploaded into Egnyte and a copy sent to Valley Water.
- Provided instruction on how communities will submit their updates to Appendix A of the 2021 PPI to Valley Water for consolidating annual evaluation report, including the spreadsheet (*Attachment 2*).
- Communities were informed that all updates were due by the next CRS Users Group Meeting or sooner.
- Reviewed and discussed 'Other New Initiatives' identified in the 2021 PPI (*see below, Section VI. Future Messaging – Other New Initiatives*).

Amy Fonseca, Valley Water CRS Program Administrator asked the group to share any ideas they may have on how we could carry out a new initiative as a group.

Initiative #1 - Continue and expand the standardized flood message prepared for each community to include flood messages in utility bills yearly, including PG&E

- Utility bills will continue to be offered by Valley Water.
- The PPI Committee decided to continue discussion of this initiative discussion to the May 16, 2023, meeting; Valley Water's as Communications would be providing an update of the FY23 Flood Awareness Campaign which those results could impact and guide initiative actions.

**Santa Clara County 2021 Multi-Jurisdictional Program for Public Information
Annual Evaluation Report for FY23 (Year 2: July 2022 to June 2023)**

Initiative #2 - Expand on partnerships with local chambers of commerce to disseminate and share flood preparedness information

- Group was asked if anyone have any ideas or contacts to share? For example, the Santa Clara County Chamber of Commerce. Does anyone have any contacts with them? Who are these events catered to?
- Beginning of FY23-24 flood season, we will work together to coordinate something county-wide or locally?

Initiative #3 - Expand on outreach to the Asian and Latino communities who live in flood prone areas

- Group was asked if they had any ideas to expand outreach Asian or Latino communities in your areas that have been impacted by flooding?

Paola Giles, Valley Water Communications offered that we could reach out to school districts (specific schools with the Asian/Latino demographics), libraries, recreational and senior centers.

Jenn Chu, City of Cupertino mentioned that their Safe Routes to School Coordinator meets with schools and provides flyers, communications.

- Valley Water shared the ArcGIS Online: Valley Water Open Data <https://data-valleywater.opendata.arcgis.com/>, a free public data and resource. We demonstrated the Disadvantaged Community Web Mapping Application layer: <https://gis.valleywater.org/portal/apps/webappviewer/index.html?id=9c12e4acd60d4e14a4839ce01fcc8bc2>.

Initiative #4 - Expand on outreach to “hot spot” flood-prone areas by hosting on-site or virtual events

Pointed out that the ArcGIS tool has several layers, including Santa Clara County Low Income Census Tracts (Poverty Zones) and Valley Water Flood Hot Spots. If any community is interested in accessing this information, reach out to Valley Water. We asked the group if there was any overlap of Valley Water’s hot spots versus their jurisdiction’s hot spots?

Initiative #5 - Expand on reaching local homeowners associations (HOA)s and apartment associations (i.e., Executive Council of Homeowners [ECHO])

Shared with the group that Valley Water’s Speakers Bureau: Valley Water’s ‘Let’s Talk Water: Speakers Bureau Program (<https://www.valleywater.org/learning-center/lets-talk-water-speakers-bureau>) offers presentations on the history of Valley Water and how we operate and includes information on flood preparedness. Presentations can be customized for groups, as requested.

Steve Golden, City of Los Altos suggested communities could assist with providing contacts for HOA’s and property management companies that interact with renters.

Initiative #6 - Expand on reaching residents in marginal and low-income communities through partnering with organizations that reach these communities (i.e., Second Harvest Food Bank and others)

Demonstrated the ArcGIS Disadvantaged Community Application Map Tool Santa Clara County Low Income Census Tracts (Poverty Zones) layer

Initiative #7 - Communities could pursue FEMA Matching Funds Grants for severe Repetitive Loss Areas

This is something we could possibly investigate in future years; as was mentioned earlier during the meeting, as part of the Feasibility Study for CRS regionalization in Santa Clara County. The immediate need is us to retain the 280 points for Activity 510 FMP that are currently credited under the 2017 County of Santa Clara Multi-Jurisdictional Hazard Mitigation Plan (MJHMP).

Valley Water and Santa Clara County are looking into Valley Water possibly developing a separate flood-centric FMP rather than including it as part of the update of the County’s 2017 MJHMP. The proposed flood-centric FMP could have a direct tie-in to this initiative; however, it may not include the RLAA element as part of the FMP.

Valley Water has shared some grant opportunities Climate Change Resiliency, CAL Office of Emergency Services (OES) with our Grant’s Team. It was also mentioned, that under Valley Water’s Safe Clean Water, we have some community grants available to cities/county through our Grants Program.

**Santa Clara County 2021 Multi-Jurisdictional Program for Public Information
Annual Evaluation Report for FY23 (Year 2: July 2022 to June 2023)**

Initiative #8 - Review and expand other public information activities, such as Flood Protection Assistance (Activity 360) and Flood Insurance Promotion (Activity 370)

This initiative ties in with the ongoing CRS regionalization efforts. We will see what recommendations come out of the draft Feasibility Study.

Initiative #9 - Develop a region-wide Flood Response Preparations (FRP) messaging plan

Demonstrated an electronic copy of the City of Santa Clara's FRP. As the PPI Committee has discussed in past meetings, we are still considering using the City of Santa Clara's FMP as a model for developing a countywide FRP that can be credited uniformly. ISO indicated this approach would likely be credited regionally.

- Discussed usage of Flood Event Kits that Valley Water provided to all communities at the end of October – early November 2022. We requested that communities share these flood preparedness resource materials with other appropriate departments within their organization.
- Provided a status update on the Feasibility Study for CRS Regionalization in Santa Clara County. Discussed the Multi-Jurisdictional Floodplain Management Plan (MJFMP) that Valley Water, its consultant, Tetra Tech, and all Santa Clara County communities will develop. This MJFMP will be a flood-centric FMP and separate from the update to the County of Santa Clara's 2017 Multi-Jurisdictional Hazardous Mitigation Plan (MJHMP).
- Reminded all CRS communities to review their flood information landing page *monthly* and to verify all links are valid and *annually* to ensure content is still relevant and current to comply with *CRS Activity 350 - Flood Protection Information, Element c*, *Flood Protection Website*, from the CRS Coordinator's Manual, CRS. They were also reminded to ensure their flood resources landing page re-directs to Valley Water's Flood Ready landing page, ValleyWater.org/FloodReady, FEMA's floodsmart.gov and ready.gov.

At the May 16, 2023, meeting, a draft 2021 PPI FY23 Annual Evaluation Report was briefly shared with the communities. The PPI Committee discussed that the FY22 Annual Evaluation Report was used as the starting basis for the FY23 Annual Evaluation Report. We reminded communities that the annual evaluation report will be due as part of communities' annual CRS recertification package, which will be due on August 1, 2023, or during scheduled 5-year cycle visits (*for Cities of Santa Clara, Palo Alto, Sunnyvale, and Mountain View*) which are tentatively scheduled to be conducted in November 2023.

Valley Water Communications staff presented an overview of the 2022-2023 Flood Awareness Campaign, including the annual FPM that was mailed in November 2022 to all addresses in the FEMA Special Flood Hazard Area (SFHA) and was also sent to city/town/county managers, public works and planning directors, and communities' staff at the end of December 2022.

Additionally, Valley Water Communications staff and their consultant, Probolsky Research, shared the FY23 post-campaign polling results the PPI Committee. It was determined that future flood awareness campaigns have an opportunity for expanded outreach to renters of both single-family homes and multi-family units, as well as providing localized historical flood information and outreach materials in public spaces. The FY24 Flood Awareness Campaign approach was discussed.

Valley Water shared the status on the Feasibility Study for regionalizing the CRS program in Santa Clara County. We are shared that Valley Water will be leading a flood-centric Multi-Jurisdictional Floodplain Management Plan (MJFMP) in lieu of including CRS requirements as part of the update of the County of Santa Clara's 2017 Multi-Jurisdictional Hazard Mitigation Plan (MJHMP).

There was discussion regarding forming a separate working group for communities scheduled to be cycled in November 2023 (Cities of Mountain View, Palo Alto, Santa Clara, and Sunnyvale). Valley Water will first meet with Marlene Jacobs, ISO CRS Specialist assigned to all Santa Clara County communities, to see what Valley Water can provide to streamline the document process for activities we perform that are creditable under the CRS program, and which said credit transfers to the CRS communities. In the July/August 2023 timeframe, a coordination meeting between Valley Water, ISO, and the communities scheduled to be cycled will be set up.

Valley Water CRS staff shared information on the Department of Water Resources (DWR) statewide agency coordination calls scheduled to begin by late June – early July 2023. The DWR calls lead up to the California Flood Preparedness Week (CFPW) held each October annually (*specific dates for October 2023 to be announced*). We

**Santa Clara County 2021 Multi-Jurisdictional Program for Public Information
Annual Evaluation Report for FY23 (Year 2: July 2022 to June 2023)**

shared Valley Water's experience participating in these calls, including the benefits of learning about CFPW, what other agencies throughout the state are doing, ways to participate, setting up lobby displays for the public, and accessing available resources for public events. All communities were strongly encouraged to participate this year, including presenting a resolution (*Valley Water's template available upon request*) to their city councils to adopt CFPW and to forward information to other staff that can help promote flood-preparedness.

We also discussed the usage of the Flood Event Kits that Valley Water provided to all communities in late 2022. Communities were encouraged to use the Flood Event Kits at various city-hosted events, safety fairs, etc., where flood preparedness messaging and materials are shared with residents. These resources will ensure our messaging and information on how to 'Get Flood Ready' is uniformed throughout the county.

The group was asked if there was interest in Valley Water, in coordination with the California State Department of Water Resource (DWR), hosting CRS/ISO training required for Certified Floodplain Managers (CFMs) for their continuing education credit requirement. The group expressed interest; Valley Water will work with Robert Lampa of DWR to explore options to bring a four-day training course to California (*possibly Valley Water's facility*) sometime in early 2024.

We reviewed actions needed to complete the development of the 2021 Multi-Jurisdictional Program for Public Information (PPI) Annual Evaluation Report, FY 23 (*Year 2: July 2022 to June 2023*). This annual evaluation report is the second report for the 2021 PPI which documents our collective outreach project activities.

VI. FUTURE MESSAGING – Other New Initiatives

The PPI Committee identified several opportunities to expand on existing initiatives and initiate new ones as follows:

1. Continue and expand the standardized flood message prepared for each community to include flood messages in utility bills yearly, including PG&E.
2. Expand on partnerships with local chambers of commerce to disseminate and share flood preparedness information.
3. Expand on outreach to the Asian and Latino communities who live in flood-prone areas.
4. Expand on outreach to 'hot spots'/flood-prone areas by hosting on-site or virtual public events.
5. Expand the reach to local homeowners associations (HOA)s and apartment associations (*i.e., Executive Council of Homeowners [ECHO]*).
6. Expand the reach to residents in historically underserved and low-income communities through partnerships with organizations that serve these communities (*i.e., Second Harvest Food Bank and others*).
7. Communities could pursue FEMA Matching Funds Grants for severe Repetitive Loss Areas.
8. Review and expand other public information activities, such as Flood Protection Assistance (Activity 360) and Flood Insurance Promotion (Activity 370).
9. Develop a region-wide Flood Response Preparations (FRP) messaging plan.

The messages that the PPI Committee originally chose are still relevant to Santa Clara County. The committee will continue to increase its efforts to encourage people to prepare personal/family emergency plans and be Flood Ready. This will be incorporated into the flood preparedness outreach starting every fall. The PPI Committee will also continue coordinating efforts with Valley Water's Education Outreach Program to promote flood preparedness in local schools.

The PPI Committee recommends continued use of social media for messaging. Mobile usage among individuals has increased exponentially over the years, and online platforms are rapidly adjusting to mobile-friendly standards. This provides an excellent opportunity to modernize campaign ad efforts by utilizing social media and digital advertising to increase exposure and reach more residents in Santa Clara County. Furthermore, these modern advertising methods allow for specialized demographic targeting to reach a narrow and defined audience, improving the ability to reach vulnerable populations effectively.

In support of our preparedness messaging, the PPI Committee will continue to promote the importance of having family emergency plans and kits ready before an emergency/flood event occurs.

The PPI Committee will continue to promote the American Red Cross All-Hazard App which monitors alerts for

**Santa Clara County 2021 Multi-Jurisdictional Program for Public Information
Annual Evaluation Report for FY23 (Year 2: July 2022 to June 2023)**

severe weather, including floods, and the Floodsmart.gov and Ready.gov websites. The communities will distribute American Red Cross Emergency Contact Cards at events throughout the county.

VII. CONCLUSION

Overall, the CRS Users Group/PPI Committee successfully implemented the 2021 PPI in FY23. The 2021 PPI allowed PPI Committee members to mutually decide which flood risk reduction messages are most appropriate for our residents and identified how to effectively deliver these messages. The objectives of participating in the 2021 PPI are to enhance the effectiveness of the flood risk messages to residents, reduce flood risks within Santa Clara County, and to earn valuable CRS credit points when identified outreach projects are implemented.

The CRS Users Group/PPI Committee will continue their outreach efforts through FY24.

Attachments for submission to Valley Water Board, City Councils/Managers, and FEMA as part of 2023 Annual Recertification/5-year Verification Package, as required:

1. Members of the Santa Clara County Multi-Jurisdictional 2021 PPI Committee
2. Appendix A from 2021 SC County Multi-Jurisdictional PPI noting FY23 Project Accomplishments
3. March 21, 2023, Santa Clara County CRS Users Group Meeting Agenda**
4. March 21, 2023, Santa Clara County CRS Users Group Meeting Attendance Sheet
5. May 16, 2023, Santa Clara County CRS Users Group Meeting Agenda**
6. May 16, 2023, Santa Clara County CRS Users Group Meeting Attendance Sheet

** Meeting minutes are included in Section V of this report.

Table 1. Original Members of the Santa Clara County Multi-Jurisdictional 2021 PPI Committee

Community	Local Government Representative and Alternates	External Stakeholders
County of Santa Clara	Chris Freitas , Sr. Civil Engineer Neville R. Pereira , PE, Development Services Manager, Department of Planning and Development, Floodplain Manager	Marsha Hovey , CADRE Board Chair
Cupertino	Chad Mosley , Assistant Public Works Director/City Engineer, Public Works Department, Floodplain Manager Jennifer Chu , Senior Civil Engineer Public Works Department	Jim Oberhofer , Emergency Coordinator Cupertino ARES/RACES
Gilroy	Gary Heap , City Engineer Public Works Department Jorge Duran , Senior Civil Engineer, Floodplain Manager Public Works Department	Merna Leal , City of Gilroy resident
Los Altos	Steven Golden , Senior Planner, Floodplain Manager Andrea Trese , Associate Civil Engineer	Christopher Wilson , Operations Manager, Los Altos Suburban District, California Water Company
Los Altos Hill	Carl Cahill , City Manager, Floodplain Manager Nichol Bowersox , Public Works Director/ City Engineer Christine Hoffmann , Assistant Engineer (DPW)	Phil Witt , General Manager Purissima Hills Water District
Los Gatos	WooJae Kim , P.E, Town Engineer Parks and Public Works, Floodplain Manager	Annamaria Swardenski , Swardenski Consulting
Milpitas	Steven Erickson , City Engineer/Engineering Director, Floodplain Manager Kan Xu , Principal Civil Engineer, Engineering Land Development Section Brian Petrovic , Associate Civil Engineer Engineering Land Development Section Elizabeth Koo , Administrative Analyst, Engineering Land Development Section	Warren Wettenstein , Chairman of the Economic Development & Trade Commission and President of the Milpitas Chamber
Morgan Hill	Maria Angeles , Senior Civil Engineer, Floodplain Manager, CFM Charlie Ha , Supervising Civil Engineer Engineering & Utilities Department	Swanee Edwards , City of Morgan Hill resident
Mountain View	Renee Gunn , Senior Civil Engineer, Public Works Department Gabrielle Abdon , Assistant Engineer, CFM	Kevin Conant , PG&E
Palo Alto	Rajeev Hada , Project Engineer, CFM Public Works Department, Engineering Services Division, Floodplain Manager	Dan Melick , CERT Volunteer City of Palo Alto resident
San Jose	Arlene Lew , Principal Engineering Technician Vivian Tom , Senior Transportation Specialist Department of Public Works Development Services Division	Shari Carlet , City of San Jose resident, certified Floodplain Manager
Santa Clara	Evelyn Liang , Senior Civil Engineer Falguni Amin , Principal Engineer Public Works – Engineering	Kevin Moore , Retired City Council member
Saratoga	David Dorcich , PE, QSP/D, Associate Civil Engineer, Community Development Department, Floodplain Manager	Rebecca Gallardo , Real Estate Agent for Interio, a Berkshire Hathaway Affiliate, servicing all areas of the Bay Area
Sunnyvale	Tamara Davis , Senior Management Analyst	Jeff Holzman , Director, Real Estate District Development Google Agnes Veith , City of Sunnyvale resident
Valley Water	Trisha Howard , Program Administrator Paola Giles , Public Information Representative III Sherilyn Tran , Office of Civic Engagement Unit Manager	Nikki Rowe , American Red Cross

Note: Since the development of the 2021 PPI there may have been changes to a community's 2021 PPI Committee members (either the local government representatives and/or the external stakeholders). Those member changes are noted on the meeting attendance sheets.

Appendix A CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021 FY 2023 (Year 2) Project Accomplishments by CRS Communities							
Audience	¹ Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment	² Schedule	³ Stakeholder	FY 2023 (Year 2 of the 2021 PPI) Project Accomplishments INPUT HERE ONLY
Community At Large (CAL) <i>Multilingual Communities</i> <i>Groups with Special Evacuation Needs</i> <i>New Residents, Visitors and Tourists</i>	Topic 1: Know your flood hazard Message 1A - Know your flood risk Message 1B - Contact your floodplain manager to find out if your property is in a floodplain Message 1C - Check if your home or business is in a Special Flood Hazard Area	Educate our community on flood protection and preparedness measures	(VW OP #01) Multi-language Countywide Mailer (CWM) to every postal address in Santa Clara County (Topics 1-5 and 7, 8)	Valley Water Communications	Each late October or November	All Santa Clara County CRS Communities	Valley Water’s FY23 Countywide Mailer (CWM) included a ‘Floods Can Follow Droughts’ section and was sent starting November 8 through 18, 2022, countywide to 744,025 addresses (USPS: ECRWSS -Extended/Enhanced Carrier Route Walking Sequence Saturation Postal Customer). The CWM includes flood protection and preparedness measures information, knowing your flood risk, getting flood insurance, developing an emergency plan and kit, protecting your home from flood threats, signing up for AlertSCC and the American Red Cross Disaster Emergency App, and understanding shallow flooding – Turn Around Don’t Drown®. https://s3.us-west-1.amazonaws.com/valleywater.org.us-west-1/s3fs-public/2022-10-26_Drought%20Countywide%20Mailer.pdf All Santa Clara communities support and promote Valley Water’s outreach projects.
	Topic 2: Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B – Insure your property Message 2C – There is a 30-day waiting period for the policy to take place Topic 3: Protect people from the flood hazard Message 3A - Put your 3-day emergency kit together Message 3B - Follow evacuation orders Message 3C – Learn the best route to high ground Topic 4: Protect your property from the flood hazard Message 4A - Protect your property from the flood hazard Message 4B - Prepare your home Message 4C - Sandbags can offer protection against a foot or less of floodwater Message 4E - Get sandbags before a flood Topic 5: Build responsibility Message 5A - Build responsibly in floodplains Message 5B - Comply with development requirements Message 5C - Check with your local floodplain manager before you build Topic 6: Protect natural floodplain functions Message 6A -Keep creeks clean and flowing Message 6B - Keep debris and trash out of our streams Message 6C - Don’t pollute, dump, or drain anything in creeks		(VW OP #02) Distributes a soft copy of our Flood Safety Tips brochure for all SCC CRS communities’ use (print hard copies to distribute at events and/or post of flood preparedness webpages) (Topics 1-9)	Valley Water Communications	Annually, November/December	All Santa Clara County CRS Communities	Multilingual postcards that included the 9 CRS topics and supporting messages, and links to various flood readiness/preparedness webpages were produced and distributed to all Santa Clara County communities, including CRS communities, in early January 2023. Additionally, in mid-November 2022, Valley Water’s 2022-2023 Flood Awareness Outreach Partner Social Media Toolkit, “Our Climate Has Changed,” which included the postcards, were made available for download to all partnering agencies. The toolkit includes the following items which contained messages for all nine flood awareness tips (<i>PPI CRS message topics</i>) for all Santa Clara County communities to use: - Key flood outreach messages, - SFHA floodplain mailer (multilingual)

¹

Message Topics: **Outreach Projects (OP):** Topic 1 – Know your flood hazard; Topic 2 – Insure your property for your flood hazard; Topic 3 – Protect people from the flood hazard; Topic 4 – Protect your property from the hazard; Topic 5 – Build responsibly; Topic 6 – Protect natural floodplain functions; Topic 7 – Develop a Family Emergency Plan; Topic 8 – Download disaster Apps; Topic 9 – Understand shallow flooding risks – “Don’t drive through standing water.”

Flood Response Preparations (FRP): What to Do Before, During and After a Flood/Storm

²

Each September, all deliverables need to be reported to Valley Water for tracking purposes.

³

A **stakeholder** can be any agency, organization, or person (other than the community itself) that supports the message. Stakeholders can be: an insurance company that publishes a brochures on flood insurance, even if it is set out at City Hall; a local newspaper that publishes a flood or hurricane season supplement each year; FEMA, if, for example, a FEMA brochure is used as an informational material; schools that implement outreach activities; a local newspaper; a neighborhood or civic association that sponsors and hosts a presentation by a community employee; a utility company that includes pertinent articles in its monthly bills; or presentations made by state or FEMA staff at a Risk Map meeting.

Appendix A CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021 FY 2023 (Year 2) Project Accomplishments by CRS Communities							
Audience	¹ Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment	² Schedule	³ Stakeholder	FY 2023 (Year 2 of the 2021 PPI) Project Accomplishments INPUT HERE ONLY
	<u>Topic 7:</u> Develop a Family Emergency Plan Message 7A: Develop an emergency plan <u>Topic 8:</u> Download disaster Apps Message 8A - Download disaster emergency apps <u>Topic 9:</u> Understand shallow flooding risks – don’t drive through standing water Message 9A - Understand shallow flooding risks - don’t drive through standing water FEMA’s message: “Turn Around Don’t Drown®.”						• ‘Are You Flood Ready?’ Postcard • Flood Awareness ‘Our Climate Has Changed” (<i>dated 11/2022</i>) double-sided flyer (multilingual) for digital use and print • Digital multilingual ads (web and social media graphics) • Videos, • Flood Awareness text, tips, and URLs (multilingual), and • Flood Can Follow Droughts 2001-2023 Timeline Cupertino distributes copies of Valley Water’s Flood Safety Tips at various fairs/events (i.e., Earth Day Festival) and provides additional copies for the public on display at City Hall. Cupertino also has a direct link to Valley Water’s annual mailer and Flood Ready webpage on the City’s “Floodplain Management” webpage. Los Altos distributes brochures available at City Hall, library, and community center. They are also distributed at community events (emergency training, wine stroll, etc.). Morgan Hill hosted ‘National Night Out’ on August 2, 2022. Flood preparedness information (<i>Valley Water floodplain mailer, red ‘Get Flood Ready’ which includes an emergency supply list tote bags, etc.</i>) were distributed. Mountain View promotes and distributes Valley Water’s Flood Safety Tips and emergency kits at fairs (i.e., Earth Day Celebration). Valley Water’s flood safety brochures are available at city hall. Palo Alto promotes and distributes Valley Water’s Flood Safety Tip and emergency kits at fairs (i.e., Earth Day Festival) and provides as an informational item on Utility Inserts sent every year. Valley Water’s flood safety brochures are available at city hall. The City of Santa Clara has hard copy brochures available at city hall and central library. They are distributed at the yearly art & wine festivals as well. All Santa Clara communities support and promote Valley Water’s outreach projects.

Appendix A CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021 FY 2023 (Year 2) Project Accomplishments by CRS Communities							
Audience	¹ Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment	² Schedule	³ Stakeholder	FY 2023 (Year 2 of the 2021 PPI) Project Accomplishments
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			(CUP OP #03) Flood notice in the local newsletter, “The Cupertino Scene” (Topics 1-9)	City of Cupertino	Each October or November issue	N/A	Cupertino published the annual flood preparation article in the October 2022 issue of “The Cupertino Scene”.
			(LA OP #04) Two (2) newspapers ads, in the Los Altos Town Crier (Topics 1-5)	City of Los Altos	Each fall	N/A	Los Altos published two newspaper ads titled “Assess Your Flood Risk and Flood Insurance Availability” on 10/5/22 and on 10/19/22 in the Los Altos Town Crier.
			(LAH OP #05) The town’s “Our Town” quarterly newsletter includes information on flood preparedness. The newsletter is mailed out town-wide and is also available online on the town’s website (<i>Topics TBD during cycle visit</i>)	Town of Los Altos Hills	Each fall	N/A	Town of Los Altos Hills: No update available - non-CRS participating community.
			(LAH OP #06) The town distributes various flood preparedness and safety materials at events, including Valley Water’s annual floodplain mailer and promotional item (e.g., emergency starter kits, Get Flood Ready Emergency Supply Checklist tote bags, etc.), FEMA flood insurance information, ReadySCC, and American Red Cross Flood apps, AlertSCC, sandbag guidelines, flood protection project-specific notices, FEMA NFIP materials, and preparedness activity/coloring books, etc.) to the public	Town of Los Altos Hills	Annually, spring and late summer	N/A	Town of Los Altos Hills: No update available - non-CRS participating community.
			(MIL OP #07) “Flood Public Advisory” brochure to community at large (Topics 1-6)	City of Milpitas	Each December or January	N/A	Milpitas: A utility bill insert was sent to every address in Milpitas on 11/16/22. This was sent out in four languages (English, Vietnamese, Spanish, and Chinese).
			(MH OP #08) Sends a citywide “Flood Report” brochure (Topics 1-9)	City of Morgan Hill	Annually, close to or during the start of the rainy season	N/A	It is anticipated that the City of Morgan Hill will mail out citywide the “2023 Flood Report” in late June 2023 or sometime in July 2023.
			(MV OP #09) Sends “The View” citywide newsletter, Winter version, includes information on flood risk, flood safety, and the importance of buying flood insurance (Topics 1-9)	City of Mountain View	Fall newsletter edition	N/A	Mountain View’s publications have been updated. This year in March 2023 after a large round of storms we provided information (link to webpage, reporting flooding, sandbags) in the “City Hall Connection” which is sent to all registered users in the city.
			(MV OP #10) Mails a utility bill insert to all resident and businesses that contains information on flood risk, flood safety, and the importance of buying flood insurance (Topics 9)	City of Mountain View	Between July - September	N/A	Mountain View sent out Valley Water’s Get Flood Ready flier as a utility billing insert to every City utility customer in December 2022.
			(PA OP #11) Sends the “Are You Ready for Winter Storms?” flier (aka utilities insert) to all residents and businesses in the City, along with their utility bills (Topics 1-9)	City of Palo Alto	Each Fall	N/A	Palo Alto sent “Are You Ready for Winter Storms?” fliers to all residents and businesses along with their utility bills in October 2022. The social media ad campaign (i.e. Facebook, Instagram, Nextdoor) was also included in the utility bills that went out in October 2022.
			(PA OP #12) Sends out utility announcement, “Anytime it can rain, it can flood. Don’t get caught off-guard” (Topics 1, 2,3, 4, 5, 6, 7, & 9 – <i>will pursue adding other topic</i>)	City of Palo Alto	Each March/April	N/A	Palo Alto sent a utility announcement as an informational announcement on utility bills went out in December 2022. Effective FY 23, the City’s Public Works Department has

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							shifted from the March/April time frame of this announcement, to December each year.
			(PA OP #13) The city distributes various flood preparedness and safety documents, including FEMA NFIP materials for public/policyholders	City of Palo Alto	Year Round	N/A	Palo Alto distributed flood preparedness documents, including the emergency starters kit, to the local libraries and also made informational materials available in the HQ lobby.
			(SC OP #14) Mails out a citywide newsletter for residents and businesses called “Inside Santa Clara” (Topics 1-9)	City of Santa Clara	Each fall	N/A	Santa Clara: Citywide newsletter was sent to residents and is available on the city website in November 2022.
		Educate our community on flood protection and preparedness measures Increase in ‘hits’ on Valley Water and communities Flood Protection Resources webpage <i>These website projects are credited under Activity 350 – Flood Protection Information, element c). Flood protection website (WEB), not credited under Activity 330</i> <i><u>Note:</u> To receive any WEB credit, the community’s website must meet the following criteria:</i> <i>The community must check the website’s links at least monthly, and fix those that are no longer accurate. At least annually, the community must review the content to ensure that it is still current and pertinent</i>	(VW OP #15) Flood Ready webpage: Flood & Safety, Flood Protection Resources, includes floodplain and countywide mailers https://www.valleywater.org/floodready	Valley Water	Year Round	All Santa Clara County CRS Communities	Valley Water’s flood protection resources landing page includes the most current version of the annual floodplain mailer “Our Climate Has Changed - Be Aware, Be Prepared, Take Action”(dated 11/22 https://online.flipbuilder.com/tkap/tmie/) and “Floods Can Follow Drought” countywide mailer (dated 10/2022 https://s3.us-west-1.amazonaws.com/valleywater.org.us-west-1/s3fs-public/2022-10-26_Drought%20Countywide%20Mailer.pdf), and “You Live in a Flood Zone, Make Sure You Are Ready. Do You Know What to Do Before, During, and After a Flood” trifold (dated 12/2022 https://online.flipbuilder.com/tkap/zmox/). Cupertino’s “Floodplain Management” webpage has a link that redirects to Valley Water’s Flood Ready landing page. Gilroy’s “Flood Management” and “Emergency Preparedness” web pages link to Valley Water’s Flood ready landing page. Los Altos’ “Floodplain Management Information” web page links to Valley Water’s Flood Ready web page. Morgan Hill’s “Floodplain Management” landing page redirects to Valley Water’s Flood Ready landing page. Palo Alto’s “Flood Information and Winter Storm Preparedness” webpage redirects to Valley Water’s Flood Ready landing page. City of Santa Clara’s “Flood Protection Information” web page redirected to Valley Water’s Flood Ready page. All Santa Clara communities flood protection resource landing pages redirect to Valley Water’s Flood Ready landing page.

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Audience	¹ Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment	² Schedule	³ Stakeholder	FY 2023 (Year 2 of the 2021 PPI) Project Accomplishments INPUT HERE ONLY
			(ALL OP #16) All communities’ website flood protection resources webpage includes language that contains the three additional PPI priority messages noted below: 7. Develop an emergency plan 8. Download disaster apps 9. Understand shallow flooding risks—don’t drive through standing water	All Santa Clara County Communities	Year Round	N/A	Valley Water’s flood protection resources landing page includes the top 6 CRS priority topic messages, as well as the 3 additional messages identified in the 2021 PPI (<i>page 45</i>). Cupertino’s “Floodplain Management” webpage has a link to Valley Water’s annual mailer which includes the CRS 9 topics. Gilroy’s “Emergency Preparedness” webpage redirects to Valley Water’s Flood Ready landing page, ‘9 Essential Tips to Get Flood Ready.’ Our Emergency Preparedness page also includes topics 7, 8, and 9. Morgan Hill’s “Flood Information, Floodplain Management” webpage includes a link to the “2021 Flood Report” that includes the CRS 9 topics. Palo Alto’s utility insert includes all three additional PPI priority messages, and the Flood Information and Winter Storm Preparedness website has a link to the utility insert which shows the three additional PPI. City of Santa Clara’s “Flood Protection Information” web page includes resources for preparedness.
			(SCC OP #17) Hosts a “Storm and Flood Information and Resources” webpage available for all residents in the county, includes re-directing to www.floodsmart.gov https://www.sccgov.org/sites/opa/Pages/storm.aspx	Santa Clara County Office of Public Affairs	Year Round	N/A	Santa Clara County: No update available - non-CRS participating community
			(SCC OP #18) Hosts a “Flood Safety Information” webpage, includes re-directing to www.valleywater.org/floodready https://cpd.sccgov.org/flood-safety-information	Santa Clara County Consumer Protection Division	Year Round	N/A	Santa Clara County: No update available - non-CRS participating community
			(SCC OP #19) Hosts a “Be a Prepared Community Member” webpage that includes emergency preparedness information https://emergencymanagement.sccgov.org/be-prepared-community-member	Santa Clara County Office of Emergency Management	Year Round	N/A	Santa Clara County: No update available - non-CRS participating community
			(SCC OP #20) Hosts a “People with Access and Functional Needs (AFN)” webpage https://emergencymanagement.sccgov.org/people-access-and-functional-needs-a-fn	Santa Clara County Office of Emergency Management	Year Round	N/A	Santa Clara County: No update available - non-CRS participating community

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			(CUP OP#21) Hosts a “Citizen Preparedness” webpage that includes emergency preparedness information, includes re-directing to Valley Water’s www.valleywater.org/floodready webpage https://www.cupertino.org/residents/community-services-programs/emergency-services/citizen-preparedness	City of Cupertino Office of Emergency Services	Year Round	N/A	Cupertino has archived the “Citizen Preparedness” webpage and created a new “Floodplain Management” webpage: https://www.cupertino.org/our-city/departments/public-works/permitting-development-services/floodplain-management
			(GIL OP #22) The city hosts an “Emergency Preparedness” webpage Emergency Preparedness Gilroy, CA - Official Website (cityofgilroy.org) (listed in Appendix B)	City of Gilroy Fire Department	Year Round	N/A	Gilroy continues to maintain an “Emergency Preparedness” webpage, including a link that redirects to Valley Water’s Flood Ready landing page, the National Weather Service webpage, Ready.gov, FloodSmart.gov, and the City’s Flood Management webpage. The Emergency Preparedness webpage is reviewed once a month and updated as needed.
			(LA OP #23) The city’s Public Works Department hosts a ‘Flood Zone Information’ webpage on its website (listed in Appendix B) https://www.losaltosca.gov/publicworks/page/flood-zone-information	City of Los Altos Public Works Department	Year Round	N/A	Los Altos’ webpage is updated as needed. The webpage URL is: https://www.losaltosca.gov/publicworks/page/floodplain-management-information
			(LAH OP #24) The town hosts a “Flood Information” webpage on the town’s website. This webpage includes information on the PPI nine topics, including a supporting message. The webpage redirects to the following key resource websites: www.valleywater.org/floodready , www.floodsmart.org , www.ready.gov , and www.weather.gov	Town of Los Altos Hills	Year Round	N/A	Town of Los Altos Hills: No update available - non-CRS participating community
			(LG OP #25) The town’s website encourages residents and businesses to purchase flood insurance and redirects visitors to www.floodsmart.gov	Town of Los Gatos	Year Round	N/A	Town of Los Gatos: No update available - non-CRS participating community
			(MIL OP #26) The city’s’ website has a “Flood Information” webpage that contains information on several of the PPI message topics; the webpage also redirects to Valley Water, FEMA, NOAA, www.floodsmart.gov , www.Ready.gov , and USGS webpages The city’s website also has a “Important Flood Hazard Information” webpage that contains information on several of the PPI message topics; the webpage also redirects to Valley Water, FEMA, NOAA, www.floodsmart.gov (listed in Appendix B) https://www.ci.milpitas.ca.gov/milpitas/departments/engineering/flood-information/	City of Milpitas Engineering Department	Year Round	N/A	Milpitas: On-going. Link: https://www.ci.milpitas.ca.gov/milpitas/departments/engineering/flood-information/
			(MH OP #27) The city’s website has a “Flood Information, Floodplain Management” webpage that contains city’s flooding information which redirects to their Floodplain Management page and includes a link to the city’s latest annual “Flood Report.” The webpage redirects Valley Water’s flood ready webpage and also contains FEMA flood information http://www.morgan-hill.ca.gov/747/Flood-Information	City of Morgan Hill Engineering Land Development	Year Round	N/A	Morgan Hill’s “Flood Information, Floodplain Management” webpage will be updated to include a link to the “2023 Flood Report” brochure.

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			Floodplain Management City of Morgan Hill, CA - Official Website (MH OP #28) The city’s website has an “Emergency Preparedness’ webpage <i>(listed in Appendix B)</i> http://www.morgan-hill.ca.gov/133/Emergency-Preparedness	City of Morgan Hill Police Department	Year Round	N/A	Morgan Hill continues to maintain its “Emergency Preparedness” landing page. The Emergency Preparedness landing page promotes “Do 1 Thing” a 12-month program with a goal of assisting the community to be better prepared for emergencies and disasters. This information was also included in the “Weekly 411.”
			(MV OP #29) Hosts a “Flood Protection and Insurance Information” webpage on its website <i>(listed in Appendix B)</i> www.mountainview.gov/depts/pw/flood_protection.asp	City of Mountain View Public Works Department	Year Round	N/A	City of Mountain View’s “Flood Protection and Insurance Information” web page includes resources for preparedness.
			(PA OP #30) Hosts a “Floodplain Management” webpage <i>(listed in Appendix B)</i> https://www.cityofpaloalto.org/gov/depts/pwd/stormwater/floodzones.asp	City of Palo Alto Public Works Department	Year Round	N/A	Palo Alto continues to host the “Floodplain Management” webpage that has all relevant information regarding flood plain management topics.
			(PA OP #31) Hosts a “Flood Safety Tips” webpage www.cityofpaloalto.org/storms; flood_safe_11-16.cdr cityofpaloalto.org	City of Palo Alto Public Works Department	Year Round	N/A	Palo Alto continues to host the “Flood Information and Winter Storm Preparedness Webpage” which has links to the “Flood Safety Tips” flier under ‘Before the Storm Additional Information.’
			(PA OP #32) Hosts a ‘Creek Monitor’ webpage <i>(listed in Appendix B)</i> https://www.cityofpaloalto.org/gov/depts/pwd/creek_monitor/default.asp	City of Palo Alto Public Works Department	Year Round	N/A	Palo Alto continues to host the real time creek monitor webpage that warns residents of imminent danger of flooding.
			(PA OP #33) Hosts a “Flood Information and Winter Storm Preparedness” web page which contains useful information for flood readiness <i>(listed in Appendix B)</i> https://www.cityofpaloalto.org/services/public_safety/flood_information_winter_storms/default.asp	City of Palo Alto Office of Emergency Services	Year Round	N/A	Palo Alto continues to host the “Flood Information and Winter Storm preparedness” website has useful information on flood preparedness for before storm, during storm and after storm.
			(SJ OP #34) The city’s webpages includes a “Flood Hazard Zones” webpage which includes information of flood preparedness https://www.sanjoseca.gov/your-government/departments/public-works/development-services/floodplain-management	City of San Jose Public Works, Development Services	Year Round	N/A	San Jose: Website includes flood zone and flood smart information. Updated link: https://www.sanjoseca.gov/your-government/departments-offices/public-works/development-services/flood-hazard-zone
			(SC OP #35) The city’s “Flood Protection Information” webpage contains valuable information on flood related topics https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/flood-protection <i>(also listed in Appendix B)</i>	City of Santa Clara	Year Round	N/A	Santa Clara: Website is updated and maintains flood topic information
			(SAR OP #36) The city’s website encourages residents/businesses to purchase flood insurance and redirects visitors to www.floodsmart.gov	City of Saratoga	Year Round	N/A	Saratoga: No update available - non-CRS participating community
			(SAR OP #37) The city has a “Staying Safe, Winter Storms” webpage. They have also linked the city’s Winter Storms webpage to Valley Water’s Flood Ready webpage https://www.saratoga.ca.us/218/Winter-Storms	City of Saratoga	Year Round	N/A	Saratoga: No update available - non-CRS participating community

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			(SUN OP #38) The city has a “Flood Protection” webpage Sunnyvale, CA - Flood Protection (listed in Appendix B)	City of Sunnyvale	Year Round	N/A	Sunnyvale: The City continues to maintain its flood protection website.
	Topics 1-9 and supporting messages Flood Awareness Media Campaign, including social media	Educate our community on flood protection and preparedness measures	(VW OP #39) Conducts a flood awareness media campaign, reaching the community at large, including our multilingual community. Many of the Santa Clara County CRS Communities recognize Valley Water’s Flood Awareness Campaign and link it on their community’s flood information web page and redirect to Valley Water’s Flood Ready webpage (Topics 1-9) <i>Campaign features social media videos and postings on various platforms (i.e., Facebook, Twitter, Instagram, Nextdoor, etc.), digital banners, newspaper advertorials, radio ads, billboards, utility bill inserts for communities to use, communities redirect to ValleyWater.org/FloodReady and television/mobile ads targeting residents who live in flood-prone areas and multilingual ethnic communities</i>	Valley Water Communications	Annually, for the duration of the rainy season, typically from November to April	All Santa Clara County CRS Communities	The Flood Awareness Campaign lasted four months, from mid-November 2022 to February 2023. The paid advertisement campaign cost a total of \$330,000. Valley Water’s FY23 Annual Flood Awareness Campaign continued the shift from general digital and public space advertising to a series of direct mailings to the 51,120 homes and businesses in Santa Clara County's FEMA SFHA. As part of Valley Water’s FY23 Flood Awareness Campaign, Valley Water sent two separate targeted mailers to all homes and businesses in or near a high-risk flood area, as designated by the FEMA SHFA. The mailers were multilingual (English, Spanish, Chinese, and Vietnamese) and are posted on Valley Water’s website. 1. Annual Floodplain Mailer (FPM) - Valley Water’s multi-language (English, Spanish, Chinese, and Vietnamese) annual FPM “Our Climate Has Changed - Be Aware, Be Prepared, Take Action” (dated 11/22) mailed on November 28, 2022. https://online.flipbuilder.com/tkap/tmie/ 2. Trifold “You Live in a Flood Zone– Make Sure You Are Ready. Do You Know What to Do Before, During, and After a Flood?” mailed on January 6, 2023. https://online.flipbuilder.com/tkap/zmox/ Additionally,, ‘Are You Flood Ready?’ multilingual postcards that included the 9 CRS topics and supporting messages, and links to various flood readiness/preparedness webpages were produced and distributed. https://www.valleywater.org/are-you-flood-ready Requested copies of the FPM, postcards and trifold mailers were sent to all Santa Clara County cities and county Public Works and Planning Departments. In mid-November 2022, Valley Water’s 2022-2023 Flood Awareness Outreach Partner Social Media Toolkit “Our Climate Has Changed,” was made available for download to all partnering agencies, including CRS communities. The

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							toolkit provided links to the multilingual floodplain mailer, Flood Can Follow Droughts 2001-2023 Timeline, ‘Are You Flood Ready?’ postcard, and social media graphics and videos, that included messages for all nine flood awareness tips (PPI CRS message topics), and blog posts for all Santa Clara County communities to use. https://www.dropbox.com/s/p438zrw8lwi614r/Flood%20Awareness%202022-2023%20Partner%20Toolkit.pptx?dl=0. During FY23, Santa Clara County experienced a drought emergency. Valley Water’s annual FPM reminded everyone that flooding can happen anytime it rains, and that climate change has made extreme weather the new normal. Drought conditions can harden the ground and increase run-off to streams and creeks during the first few days of heavy rain, increasing the risk of flooding. In addition, the flood mailer showcased Valley Water's ongoing flood protection projects in areas susceptible to flooding. In FY23 the FPM featured a QR code, a cling with important flood safety websites, a detachable emergency phone list, photos of our most recent flood protection projects and a graphic image displaying how historical floods have followed droughts in Santa Clara County (<i>see below attached “Santa Clara County Floods & Droughts Timeline [2001-2023]”</i>). Valley Water also deployed a small-scale multilingual social media campaign, with the slogan "Flooding can happen during a drought," on social media and web platforms. The campaign launched in Winter FY23, starting with the season's first rains, and continuing through March 2023. At the May 16, 2023 CRS Users Group/PPI Committee Meeting, Adam Probolsky shared the FY 22-23 post-campaign polling results. • 39% recalled receiving mail with information about flood safety (59% in 2021-22). • 64% are confident they have taken all necessary precautions to protect themselves from floods (76% in 2021-22). • 43% rate the job Valley Water is doing at keeping them informed as excellent, good, or fair (61% in 2021-22).

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							48% is aware that their home is located in a food zone awareness over last year (56% in 2021-22). 39% of respondents clearly understood Valley Water’s three main calls to action to be Flood Ready [<i>develop an emergency plan, build an emergency kit, and get flood insurance</i>] (58% in 2021-22). 39% respondents have flood insurance; 15% of renters polled, have insurance (51% in 2021-22). The results above demonstrate an effective campaign that is less expensive than general advertising, yielding a savings of approximately \$150,000 with more robust results. We will continue with targeted mailings to the FEMA SFHA as our outreach strategy for the flood awareness campaign rather than targeted advertising. All Santa Clara communities support and promote Valley Water’s outreach projects. Los Altos included an insert provided by Valley Water to all residents and businesses via a refuse collection bill insert in November 2022 (non-residential) and January 2023 (residential). Morgan Hill’s flood preparedness outreach efforts for FY23 are listed below: - August 2, 2022 - Hosted ‘National Night Out.’ Flood preparedness information (<i>Valley Water floodplain mailer, red ‘Get Flood Ready’ which includes an emergency supply list tote bags, etc.</i>) were distributed. - September 2022 - Announced in its Weekly 411 that September was National Emergency Preparedness Month. - October 2022 - Starting in June 2022, began participating in the ongoing statewide agency coordination calls that led up to California Flood Preparedness Week held during the week of October 22-29, 2022. The City also supported Valley Water’s efforts throughout the month of October 2022 promoting flood preparedness. - January 2023 - Included information regarding flooding and weather precautions via the “Weekly 411.” Additionally, later in the month, another “Weekly 411” included information on signing up for Alert SCC and information on flood preparedness.

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							March 2023 - Promoted “Do 1 Thing” s a 12-month program with a goal of assisting the community to be better prepared for emergencies and disasters. This information was included in the “Weekly 411” and is also included on the City’s Emergency Preparedness landing page: https://www.morgan-hill.ca.gov/133/Emergency-Preparedness
			(VW OP #40) As part of the flood awareness campaign, a ‘Get Flood Ready, Social Media and Web Resources Guide’ is provided to all cities/county in Santa Clara County for their use as part of their outreach efforts	Valley Water	Upon the completion of the annual FPM	All Santa Clara County CRS Communities	In mid-November 2022, Valley Water’s 2022-2023 Flood Awareness Outreach Partner Social Media Toolkit “Our Climate Has Changed,” was made available for download to all partnering agencies, including CRS communities. The toolkit provided links to the multilingual floodplain mailer, Flood Can Follow Droughts 2001-2023 Timeline, ‘Are You Flood Ready?’ postcard, and social media graphics and videos, that included messages for all nine flood awareness tips (PPI CRS message topics), and blog posts for all Santa Clara County communities to use. https://www.dropbox.com/s/p438zrw8lwi614r/Flood%20Awareness%202022-2023%20Partner%20Toolkit.pptx?dl=0. All Santa Clara communities support and promote Valley Water’s outreach projects. Los Altos has included links to the flood awareness campaign web resources in electronic newsletters during the 2022/2023 flood season and on the city’s website. Morgan Hill’s Public Information utilizes Valley Water’s Get Flood Ready social media and resources as they deem applicable on any given period. Palo Alto has Valley Water’s Flood Awareness Campaign linked on the City’s Flood Information and Winter Storm Preparedness website. Santa Clara has Valley Water’s Flood Awareness Campaign linked on the City’s Public Works, Engineering, Flood Protection Information landing page on their website.
			(SCC OP #41) Shares Valley Water’s digital social media resource links during the flood season. The “Floods Follow Fires. Are you Ready?” and “Got Sandbags” messages redirect to Valley Water’s website. Messages are used on social media, short form newsletter, short form email, web, and Nextdoor	Santa Clara County Office of Emergency Management	Year Round	N/A	Santa Clara County: No update available - non-CRS participating community

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			(CUP OP #42) Recognizes the robust social media campaign led by Valley Water and has linked the city’s main flood preparation webpage to Valley Water’s Flood Ready webpage	City of Cupertino	Year Round	N/A	Cupertino continues to maintain the “Floodplain Management” webpage, including a link that redirects to Valley Water’s Flood Ready webpage.
			(GIL OP #43) The city recognizes Valley Water’s Flood Awareness Campaign and has linked the city’s main flood webpage to Valley Water’s Flood Ready webpage	City of Gilroy	Year Round	N/A	Gilroy: The “Emergency Preparedness” and Public Works “Flood Management” webpage both link to Valley Water’s Flood Ready webpage.
			(LAH OP #44) The town recognizes Valley Water’s Flood Awareness Campaign and has linked the town’s main flood webpage to Valley Water’s Flood Ready webpage	Town of Los Altos Hills	Year Round	N/A	Town of Los Altos Hills: No update available - non-CRS participating community
			(LG OP #45) Recognizes Valley Water’s Flood Awareness Campaign and has linked the Town’s main flood webpage to Valley Water’s Flood Ready webpage	Town of Los Gatos	Year Round	N/A	Town of Los Gatos: No update available - non-CRS participating community
			(MV OP #46) The city does a social media notification about storm preparation for winter storms ahead of time. The notification directs residents to their “Flood Protection and Insurance Information” webpage. The city has also linked the city’s webpage to Valley Water’s Flood Ready webpage	City of Mountain View	Year Round	N/A	Mountain View shared several social media posts before, during and after the major rain events during the winter. Posts included information on preparation, forecasts for rain events and real time updates on current flooding .
			(SC FRP #47) City publishes social media posts, on Facebook, Twitter, and other platforms, focused on safety. The city has prepared a pre-flood plan (FRP) for public information projects that will be implemented before, during, and after a storm/flood, as well as identifying who is responsible for posting these messages, what type of events they apply to, what social media platforms to post to and how often	City of Santa Clara Office of Emergency Services	During the storm season	N/A	Santa Clara: Information was posted on social media for flood awareness week led by City Streets Division
			(SJ OP #48) Recognizes Valley Water’s Flood Awareness Campaign and has linked the city’s main flood webpage to Valley Water’s Flood Ready webpage. Keeps Valley Water’s floodplain mailer static location at City Hall for residents to pick-up and is also distributed at various events throughout the year	City of San Jose	Year Round	N/A	San Jose places Valley Water’s FPM at City Hall and their website redirects to Valley Water’s Flood Ready webpage. The City recognizes and supports Valley Water’s Flood Awareness Campaign.
			(SAR OP #49) Recognizes Valley Water’s Flood Awareness Campaign and has linked the city’s main flood webpage to Valley Water’s Flood Ready webpage	City of Saratoga	Year Round	N/A	Saratoga: No update available - non-CRS participating community
			(SAR OP #50) The city does a social media notification about storm preparation for winter storms ahead of time	City of Saratoga	Year Round	N/A	Saratoga: No update available - non-CRS participating community
			(SUN OP #51) The city actively posts flood safety and preparedness messaging through social media platforms (i.e., Facebook and Twitter)	City of Sunnyvale Environmental Services	During the rainy season (October – March)	N/A	Sunnyvale: City staff posted information to Facebook regarding keeping the storm drain clear to prevent clogging.

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	Topics 1-9 and supporting messages Community Events – Distribute flood preparedness materials to the community	Educate our community on flood protection and preparedness measures Increase in ‘hits’ on Valley Water and cities Flood Protection Resources pages and improve Valley Water’s Flood Campaign results Residents less stress during emergencies and better prepared before a flood event	(VW OP #52) Copies of Valley Water’s multilanguage floodplain mailer is made available to all Santa Clara County CRS Communities to disseminate at various events, including keeping the mailer static in lobby areas for visitors to pick-up. Valley Water attends various communities’ events/fairs throughout the county and disseminates flood readiness materials, including various FEMA flood-related publications and Valley Water flood ready materials (Topics 1– 9)	Valley Water	Annually, September - May	All Santa Clara County CRS Communities	Valley Water’s FY23 Annual Flood Awareness Campaign continued the shift from general digital and public space advertising to a series of direct mailings to the 51,120 homes and businesses in FEMA SFHA for Santa Clara County. Valley Water’s multi-language (English, Spanish, Chinese, and Vietnamese) annual FPM “Our Climate Has Changed - Be Aware, Be Prepared, Take Action” (dated 11/22) was mailed on November 28, 2022 to all parcels in the FEMA SFHA and copies were mailed to all Santa Clara County cities and county Public Works and Planning Departments in December 2022. The below table reflects the quantities requested/sent by/to the agency. <table><tr><th>Community</th><th>Floodplain Mailer</th><th>Postcard</th></tr><tr><td>City of Los Altos</td><td>50</td><td>100</td></tr><tr><td>Town of Los Altos Hills</td><td>25</td><td>150</td></tr><tr><td>City of Milpitas</td><td>50</td><td>25</td></tr><tr><td>City of Mountain View</td><td>25</td><td>25</td></tr><tr><td>City of Cupertino</td><td>100</td><td>100</td></tr><tr><td>VW CRS Program</td><td>150</td><td>300</td></tr><tr><td>All other cities/county (10 ct.)</td><td>25</td><td>25</td></tr></table> The FPM is posted on our website https://online.flipbuilder.com/tkap/tmie/. Valley Water’s 2022-2023 Flood Awareness Outreach Partner Toolkit was made available for download to all partnering agencies: https://www.dropbox.com/s/p438zrw8lwi614r/Flood%20Awareness%202022-2023%20Partner%20Toolkit.pptx?dl=0 . The toolkit includes the following: • Key flood outreach messages, • SFHA FPM (multilingual) • Flood awareness double-sided flier (multilingual) for digital use and print, • Digital multilingual ads (web and social media), and • Flood Awareness text, tips, and URLs (multilingual).	Community	Floodplain Mailer	Postcard	City of Los Altos	50	100	Town of Los Altos Hills	25	150	City of Milpitas	50	25	City of Mountain View	25	25	City of Cupertino	100	100	VW CRS Program	150	300	All other cities/county (10 ct.)	25	25
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							Cupertino distributes copies of Valley Water’s Floodplain Mailer at various fairs/events and provides additional copies for the public on display at City Hall. Los Altos distributes copies of the Valley Water’s Floodplain Mailer and postcards at City Hall and Community Center buildings. Palo Alto distributes Valley Water’s multi-language floodplain mailer during fairs during Earth Day event and Palo Alto’s Open House every year. Santa Clara: Fliers and additional information are currently at city hall and public library.
			(CUP OP #53) Distributes flood readiness outreach materials at various events/facilities	City of Cupertino	Year Round, as needed	N/A	Cupertino distributes copies of Valley Water’s Floodplain Mailer and other promotional items provided by Valley Water at various fairs/events and provides additional copies of the mailer for the public on display at City Hall.
			(GIL OP #54) Participates in two fair/events: Gilroy Garlic Festival (GF) and city’s Public Works Week Community Open House (PWWCOH)	City of Gilroy	End of July (GF) Typically, in May (PWWCOH)	N/A	Gilroy: There was no Garlic Festival (<i>due to the shooting at this festival in July 2019, the City has postponed this event indefinitely</i>) or PWWCOH in 2023, so no materials were distributed at those events. However, on October 4, 2022, the City hosted National Night Out where flood readiness materials were distributed.
			(LAH OP #55) Hosts two events - Earth Day (ED) and the Town Picnic (TP)	Town of Los Altos Hills	Annually, Spring (ED) and late Summer (TP)	N/A	Town of Los Altos Hills: No update available - non-CRS participating community
			(MIL OP #56) Distributes FEMA flood-related publications at various events	City of Milpitas	Year Round	N/A	Milpitas: Ongoing. Distributing flood ready kits and information on “Earth Day” which is on April 22, 2023.
			(MV OP #57) The city participates Mountain View Art & Wine Festival (MVA&WF) and Thursday Night Live (TNL) and distributes flood preparedness information	City of Mountain View	Each September (MVA&WF) Months of June/July (TNL)	Valley Water	Many events have changed post-COVID. Mountain View attends various events such as Earth Day, Public Works Week and distributes flood readiness fliers and handouts during these events.
			(PA OP #58) Staff hosts a flood readiness table at city’s annual Earth Day (ED) event and at the city Municipal Corporation Open House (MCOH). Upon request, the city also participates in other fairs and promotes flood readiness, including Creekwise mailer/brochure	City of Palo Alto	Each April (ED) and July (MCOH)	Can vary depending on requests made to City to support fairs	Palo Alto was not able to host a flood readiness table at the Earth Day Event, however, in substitute to that, the City will host a table at the July 4th event (FY24) and City Municipal Corporation Open House which will be held on July 15, 2024 (FY24). During FY23, the City provided the local library with flood readiness materials, including the emergency starter kits.

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			(SJ OP #59) Staff hosts and participates in the ‘Building Permits and Home Safety Open House.’ The city’s also hosts ‘Pumpkins in the Park’ event which Valley Water staff participates in and promotes flood preparedness	City of San Jose	Each May and October	Valley Water	San Jose hosts the annual Building and Home Safety Open House. However, this year’s event was on hold due to COVID-19 pandemic. The Open House is scheduled to be back on 7/18/23. The City hosted “Pumpkins in the Park” on 10/8/22. Valley Water hosted an information booth and distributed flood preparedness information on flood safety and emergency preparedness materials, including Valley Water’s annual floodplain mailer.
			(SC OP #60) City hosts a flood readiness table at the Art & Wine Festival. Valley Water also sponsors a table at the festival promoting flood preparedness and distributes various flood readiness materials to the community	City of Santa Clara	Each September	N/A	Santa Clara: Flood readiness table was set-up at Arts & Wine Festival September 2022. Flood promotional packets and fliers provided by Valley Water were distributed to visitors.
	<u>Topic 3:</u> Protect people from the flood hazard Message 3A - Put your 3-day emergency kit together Message 3B - Follow evacuation orders Message 3C – Learn the best route to high ground <u>Topic 9:</u> Understand shallow flooding risks – don’t drive through standing water Message 9A - Understand shallow flooding risks - don’t drive through standing water FEMA’s message: “Turn Around Don’t Drown®.”	Less damage due to the floods; improve sandbag distribution Fewer accidents and rescues	(SUN OP #61) City has permanent “Road May Flood” street signs in areas of the City prone to flooding and promotes the “Flood Zone Look Up” featured on the city’s website	City of Sunnyvale	Year Round	N/A	Sunnyvale: Ongoing. City staff still promote the use of the “Flood Zone Lookup.”
	<u>Topic 4:</u> Protect your property from the flood hazard Message 4A - Protect your property from the flood hazard Message 4B - Prepare your home Message 4C - Sandbags can offer protection against a foot or less of floodwater Message 4E - Get sandbags before a flood <u>Topic 5:</u> Build responsibility Message 5A - Build responsibly in floodplains Message 5B - Comply with development requirements Message 5C - Check with your local floodplain manager before you build	Increase in inquiries on retrofitting measures. Decrease the number of repairs and elevations without permits. Increase number of repairs with permits Ensure people who are interested in protecting their property from flooding are getting the help they need Keep families safe	(CUP OP #62) The city offers Flood Protection Assistance, Property Protection Advice. Staff provides in-person flood risk consultation at the front counter and/or site visits when requested	City of Cupertino	Year Round	N/A	Cupertino: Ongoing. The City maintains a log of FEMA-related requests.
			(MIL OP # 63) The city offers Flood Protection Assistance, Property Protection Advice and provides in-person flood risk consultation at the front counter	City of Milpitas	Year Round	N/A	Milpitas: Ongoing. City maintains logs of FEMA-related requests.
			(SC OP #64) The city offers Flood Protection Assistance, Property Protection Advice	City of Santa Clara	Year Round	N/A	Santa Clara: On-going per requests to the city
	<u>Topic 6:</u> Protect natural floodplain functions Message 6A -Keep creeks clean and flowing Message 6B - Keep debris and trash out of our streams Message 6C - Don’t pollute, dump, or drain anything in creeks	Cleaner streams and fewer dumping violations Fewer debris blockages during high-flow events Drainage inspectors report fewer calls and a	(VW OP #65) “Do Not Dump”/illegal dumping message is sent each year to all Santa Clara County residents in Valley Water’s CWM and FPM	Valley Water Communications	Each late October or November (CWM) Each November/ December (FPM)	All Santa Clara County CRS Communities	Valley Water’s FY23 FPM included the 'Do Not Dump' messaging. Additionally, Valley Water’s website flood ready landing page contains ‘Do not pollute, dump, or drain anything in creeks’ under the ‘Before a Flood’ section. https://www.valleywater.org/flooding-safety/flood-ready/flood-safety-advice Valley Water hosted Coastal Cleanup Day (CCD) on September 17, 2022 (Results: 1,056 people participated; 52.905 distance cleaned miles; 25,912.83, includes

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		decrease in the amount of trash removed					<i>recyclables, weight of trash collected; 2,217.25weight of recyclables collected), and</i> National River Cleanup Day (NRCD) on May 20, 2023 (<i>Preliminary Results:</i> 676 people participated; 50.54 distance cleaned miles; 28,981.02 includes recyclables, weight of trash collected; 1,500.11 weight of recyclables collected). Several of our CRS communities participated. https://cleanacreek.org/past-results-2/ Several Santa Clara communities participate in these clean-up events.. Cupertino’s “Floodplain Management” webpage has a link to Valley Water’s Floodplain Mailer. The City also includes the “Do Not Dump” messaging in The Cupertino Scene’s annual flood preparedness article. Morgan Hill includes this message in their annual Flood Report. The report is posted on the City’s “Floodplain Management” landing page. Palo Alto has Valley Water’s CWM and FPM linked on the City’s Flood Information and Winter Storm Preparedness website.
			(VW OP #66) “Do Not Dump” signs placed by waterways/channels	Valley Water O&M	Year Round	N/A	Valley Water’s Operations & Maintenance continues its practice of placing ‘Do Not Dump’ signs on waterways/ channels.
			(VW OP #67) Lists Pollution Hotline number in all Project Notices	Valley Water Communications	Year Round	N/A	Valley Water’s project notices lists the pollution hotline number. https://www.valleywater.org/project-updates/your-neighborhood
			(SCC OP #68) Storm Drain Stenciling/Medallion Program	Santa Clara County	Year Round	All Santa Clara County CRS Communities	Palo Alto installs Storm Drain Stenciling/Medallion on all public right of way catch basin and inlets. City of Santa Clara: Stenciling/Medallion installed on public catch basins/inlets. Santa Clara County: No update available - non-CRS participating community.
			(SUN OP #69) The city’s “Horizon” newsletter, includes Do Not Dump messaging	City of Sunnyvale	Annually, fall	N/A	Sunnyvale: The City still produces the Horizon newsletter and includes a “Do Not Dump” message. It was published in fall 2022.

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			(ALL OP #70) Developments that are modifying or constructing new catch basins/storm drains/inlets are required, per the below-noted permits, to stencil the “No Dumping! Flows to Bay.” In addition, some of these cities require all bid documents for capital projects which are modifying or constructing new catch basins, and require the contractors to install the same stencil. The program is also highlighted on cities’ websites. ▪ South County municipalities are subject to the statewide “Phase II” NPDES Permit ▪ North County municipalities are subject to the SF Bay Municipal Regional Stormwater NPDES Permit	All Add Headings (Format > Paragraph styles) and they will appear in your table of contents.	Year Round	N/A	Valley Water mark’s each inlet with a “No Dumping! Flows to Bay” message on Valley Water properties. Cupertino requires all storm drain inlets to include a medallion with “NO DUMPING - FLOWS TO CREEK/BAY” for development projects. Gilroy requires all new storm inlets and catch basins to include a stencil or medallion with no dumping, flows to creek/waterway language for development projects. Morgan Hill requires all storm drain inlets and catch basins within the project area of development applications to be stenciled with prohibitive language (such as: “NO DUMPING – DRAINS TO CREEK”) and/or graphical icons to discourage illegal dumping. Mountain View requires all storm drain inlets to include a medallion with “NO DUMPING - FLOWS TO CREEK/BAY” for development projects. Palo Alto requires all storm drain inlets to include a medallion with “NO DUMPING-FLOWS TO CREEK/BAY” for development projects. City of Santa Clara provides and installs “No Dumping Flows to Bay” plaques near each catch basin for any new storm drain inlets constructed as part of a project per the City specifications
			(CUP OP #71) The city’s annual flood notice in the local newsletter, ‘The Cupertino Scene,’ contains dumping is illegal messaging and how to report	City of Cupertino	Annually, October -November	N/A	Cupertino includes the “Do Not Dump” messaging in The Cupertino Scene’s annual flood preparedness article.
			(CUP OP #72) Participates in clean-up events: the annual National River Clean-up Day (NRCD) and Coastal Clean-Up Day (CCD). They coordinate with Valley Water on both these clean-up efforts. The city also participates in Valley Water’s Adopt-a-Creek Program	City of Cupertino	Each May (NRCD) and September (CCD)	Volunteers Valley Water Stream Stewardship	Cupertino participated in Coastal Clean-Up Day on 9/17/22 and National River Clean-Up Day on 5/20/23. The City no longer participates in Valley Water’s Adopt-a-Creek Program.
			(LAH OP #73) The town participates in annual clean-up events: National River Clean-up Day (each May) and Coastal Clean-up Day (each September) and coordinates volunteers. They coordinate with Valley Water on both these clean-up efforts. The town also participates in Valley Water’s Adopt-a-Creek Program	Town of Los Altos Hills	Each May (NRCD) and September (CCD)	Volunteers Valley Water Stream Stewardship	Town of Los Altos Hills: No update available - non-CRS participating community.

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			(MIL OP #74) “Flood Public Advisory” brochure contains dumping is illegal messaging and how to report	City of Milpitas	Each December or January	N/A	Milpitas: The City’s flood advisory utility bill insert has information about illegal dumping and how to report it.																								
			(MIL OP #75) Participates in annual clean-up events: National River Clean-up Day (NRCD) and Coastal Clean-Up Day (CCD). They coordinate with Valley Water on both these clean-up efforts. The city also participates in Valley Water’s Adopt-a-Creek Program	City of Milpitas	Each May (NRCD) and September (CCD)	Volunteers Valley Water Stream Stewardship	Milpitas: CCD held as an in-person event on September 17, 2022. NRCD is planned for May 20, 2023 with one cleanup location.																								
			(MH OP #76) “Flood Report” contains message on keeping debris and trash out of streams – Do Not Dump messaging	City of Morgan Hill	Annually, close to or during the start of the rainy season	N/A	Morgan Hill’s “2023 Flood Report” brochure will contain the message “It’s illegal to dump debris and trash into our creeks.”																								
			(PA OP #77) “Are You Ready for Winter Storms?” utilities insert contains the Do Not Dump and report illegal dumping messages	City of Palo Alto	Each fall	N/A	Palo Alto includes Do Not Dump and Report Illegal Messages on City’s utility insert that was sent out in October 2022.																								
			(PA OP #78) Utility bill insert includes a ‘Utility Announcement on Flood Safety Tips,’ including Protect natural floodplains - keep rain gutters and drainage channels free of debris	City of Palo Alto	Annually, March-April	N/A	Palo Alto includes Protect Natural Floodplains-keep rain gutters and creeks free of debris messages on flood safety tips sent as Utility Announcement and the flier sent as an attachment on utility bills every year.																								
			(PA OP #79) Participates in annual clean-up events: National River Clean-up Day (NRCD) and Coastal Clean-Up Day (CCD). They coordinate with Valley Water on both these clean-up efforts. Additionally, the city participates in Valley Water’s Adopt-a-Creek Program	City of Palo Alto	Each May (NRCD) and September (CCD)	Volunteers Valley Water Stream Stewardship	Palo Alto participates every year during National River Clean-up Day on Matadero and Adobe Creek. Palo Alto also participates in the multi-jurisdictional effort on creek clean-up of San Francisquito Creek.																								
			(PA OP #80) Clean-ups of trash booms located in Matadero Creek and Adobe Creek are done annually on an as-needed basis. The city also assesses its hot spots and cleans up the local drainage system on an ongoing basis and part of its operations and maintenance	City of Palo Alto	Annually, as needed	N/A	Palo Alto City staff continue clean-ups of trash booms on Matadero Creek and Adobe Creek, assess hot spots and clean ups on an ongoing basis on the entire City’s storm drain network system.																								
			(SUN OP #81) “Horizon” newsletter includes a “Know How to Be FloodSafe” article that promotes the Do Not Dump message	City of Sunnyvale	Each October, Fall Edition	N/A	Sunnyvale: The City still includes a “flood Safe” message in the fall Horizon. It was published in fall 2022.																								
Residents and Businesses in the Special Flood Hazard Area (SFHA) – Low Lying Areas, Along Rivers and Creeks – Coastal Communities at Risk for Sea Level Rise/Tsunamis	<u>Topic 1:</u> Know your flood hazard Message 1A - Know your flood risk Message 1B - Contact your floodplain manager to find out if your property is in a floodplain Message 1C - Check if your home or business is in a Special Flood Hazard Area <u>Topic 2:</u> Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B – Insure your property Message 2C – There is a 30-day waiting period for the policy to take place <u>Topic 3:</u> Protect people from the flood hazard Message 3A - Put your 3-day emergency kit together Message 3B - Follow evacuation orders	Residents/businesses in the SFHA are aware they’re in the SFHA and prepare before floods Increase in number of flood insurance policies in the SFHAs and RLAs in the county in general Prospective buyers understand flood risks Increase number of elevation certificates on file, and structures repaired with permits;	(VW OP #82) Multi-language floodplain mailer (FPM) to all residents and businesses within the SFHA in Santa Clara County (Topics 1– 9)	Valley Water	Each November/ December	All	Valley Water’s multi-language (English, Spanish, Chinese, and Vietnamese) Floodplain Mailer (FPM) 2022-2023 ‘Our Climate Has Changed - Be Aware, Be Prepared, Take Action’ was mailed to all SC County parcels in the FEMA SFHA; 51,120 FPMs were mailed in late November 2022. Hard copies of the FPM’s (<i>quantities noted below, as requested by the communities</i>), along with “Our Climate Has Changed” (<i>dated 11/2022</i>) postcards were also mailed to each city/County in early January 2023.. <table><tr><th>Community</th><th>Floodplain Mailer</th><th>Postcard</th></tr><tr><td>City of Los Altos</td><td>50</td><td>100</td></tr><tr><td>Town of Los Altos Hills</td><td>25</td><td>150</td></tr><tr><td>City of Milpitas</td><td>50</td><td>25</td></tr><tr><td>City of Mountain View</td><td>25</td><td>25</td></tr><tr><td>City of Cupertino</td><td>100</td><td>100</td></tr><tr><td>VW CRS Program</td><td>150</td><td>300</td></tr><tr><td>All other cities/county (10 ct.)</td><td>25</td><td>25</td></tr></table>	Community	Floodplain Mailer	Postcard	City of Los Altos	50	100	Town of Los Altos Hills	25	150	City of Milpitas	50	25	City of Mountain View	25	25	City of Cupertino	100	100	VW CRS Program	150	300	All other cities/county (10 ct.)	25	25
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- Repetitive Loss (RL) Areas	Message 3C – Learn the best route to high ground <u>Topic 4:</u> Protect your property from the flood hazard Message 4A - Protect your property from the flood hazard Message 4B - Prepare your home Message 4C - Sandbags can offer protection against a foot or less of floodwater Message 4E - Get sandbags before a flood <u>Topic 5:</u> Build responsibility Message 5A - Build responsibly in floodplains Message 5B - Comply with development requirements Message 5C - Check with your local floodplain manager before you build <u>Topic 6:</u> Protect natural floodplain functions Message 6A -Keep creeks clean and flowing Message 6B - Keep debris and trash out of our streams Message 6C - Don’t pollute, dump, or drain anything in creeks <u>Topic 7:</u> Develop a Family Emergency Plan Message 7A: Develop an emergency plan <u>Topic 8:</u> Download disaster Apps Message 8A - Download disaster emergency apps <u>Topic 9:</u> Understand shallow flooding risks – don’t drive through standing water Message 9A - Understand shallow flooding risks - don’t drive through standing water FEMA’s message: “Turn Around Don’t Drown®.”	decrease the number of repetitive loss increase homes Increase in the number of flood insurance policies with contents coverage					Additionally, electronic copies (<i>flipbook style</i>) of the FMP’s were emailed to all City Managers, Public Works and Planning Directors, Floodplain Managers, CRS Coordinator’s and CRS staff on December 30, 2022, for their use throughout the flood season and beyond (<i>i.e., websites, lobby area, for distribution at events</i>). Valley Water’s FPM is posted on our flood protection resources landing page (FloodReady); we distributed the mailer at our various events throughout the year, and we kept copies in our main office lobby area. All Santa Clara communities support and promote Valley Water’s outreach projects. The City of Los Also posted Valley Water’s FPM on our flood protection website and we kept copies in the city hall lobby. The City of Cupertino posted Valley Water’s FPM on our flood protection website and we kept copies in the City Hall lobby.
			(CUP OP #83) Flood notice in the local newsletter, The Cupertino Scene, which reaches residents and businesses in the SFHA (Topics 1-9)	City of Cupertino	Each October or November issue	N/A	Cupertino published the annual flood preparation article in the October 2022 issue of “The Cupertino Scene”.
			(LA OP #84) Letter, along with a “Are You Prepared for a Flood in Your Neighborhood?” brochure to property owners in the SFHA (Topics 1-8)	City of Los Altos	Annually, each fall	N/A	Los Altos mailed letters to all SFHA property owners in November 2022.
			(LAH OP #85) The town’s “Our Town” quarterly newsletter includes information on flood preparedness. The newsletter is mailed out town-wide and is also available online on the town’s website (<i>Topics TBD during cycle visit</i>)	Town of Los Altos Hills	Each fall	N/A	Town of Los Altos Hills: No update available - non-CRS participating community.
			(MIL OP #86) “Flood Public Advisory” brochure to residents and businesses within SFHA (Topics 1-6)	City of Milpitas	Each December or January	N/A	Milpitas: A utility bill insert was sent to every address in Milpitas on 11/16/22. This was sent in four languages (English, Vietnamese, Spanish and Chinese).
			(MH OP #87) Sends a citywide “Flood Report” brochure, including to those in the SFHA (Topics 1-9)	City of Morgan Hill	Annually, close to or during the start of the rainy season	N/A	Morgan Hill’s “2023 Flood Report” brochure is anticipated to go out late June 2023 or some time in July 2024.
			(MV OP #88) Sends “The View” citywide newsletter, Winter version, includes information on flood risk, flood safety, and the importance of buying flood insurance (Topics 1-9)	City of Mountain View	Fall newsletter edition	N/A	Mountain View’s publications have changed. This year the information was distributed in the ‘City Hall Connection’ newsletter.

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							INPUT HERE ONLY
			(MV OP #89) Mails a utility bill insert to all resident and businesses that contains information on flood risk, flood safety, and the importance of buying flood insurance (Topics 9)	City of Mountain View	Between July - September	N/A	Mountain View sent out Valley Water’s Get Flood Ready flier as a utility billing insert to every City utility customer in December 2022.
			(PA OP #90) Sends the “Are You Ready for Winter Storms?” flier (<i>aka utilities mailer</i>) to all residents and businesses in the city, including to those in the SFHA, along with their utility bills (Topics 1-9)	City of Palo Alto	Each fall	N/A	Palo Alto sent “Are you Ready for Winter Storms?” flier as utility inserts was sent out in October 2022.
			(PA OP #91) Sends out utility announcement, “Anytime it can rain, it can flood. Don’t get caught off-guard” (Topics 1, 2,3, 4, 5, 6, 7, & 9 – <i>will pursue adding other topic</i>)	City of Palo Alto	Each March/April	N/A	Palo Alto sent flood safety tips as a utility announcement in December 2022.
			(SC OP #92) Mails out a citywide, including all addresses in the SFHA, newsletter for residents and businesses called “Inside Santa Clara” (Topics 1-9)	City of Santa Clara	Each fall	N/A	Santa Clara: Newsletter was sent on November 1, 2022, and available on the City’s website.
			(SUN OP #93) Sends two (2) mailers and one (1) “Horizon” newsletter article “Know How to Be Flood Safe” that promotes flood safety and flood preparedness messaging targeted to all residents and businesses within the SFHA (Topics 2 and 4)	City of Sunnyvale	Each fall around October	N/A	Sunnyvale: The City still sends out mailers to targeted residents and a flood safe newsletter article. The mailers were sent November 2022.
			(SUN OP #94) Sends mailer to all those in the SFHA (Topics 1-4, and 7)	City of Sunnyvale	Each October	N/A	Sunnyvale: The City still sends out these mailers. The mailers were sent October 2022.
	<u>Topic 2:</u> Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B – Insure your property Message 2C – There is a 30-day waiting period for the policy to take place	Increase in number of flood insurance policies in the SFHAs, RLAs, and in the county in general	(SCC OP #95) Sends letters to the properties in the unincorporated section in the areas of the county’s mapped repetitive loss areas	Santa Clara County	Annually, each fall	N/A	Santa Clara County: No update available - non-CRS participating community.
		Prospective buyers understand flood risks	(CUP OP #96) Continues to send a letter to former repetitive loss properties	City of Cupertino	Annually, mid-year	N/A	Cupertino continues to send out an annual letter to former repetitive loss properties.
			(MH OP #97) Sends a notice to repetitive loss (RL) areas as required by FEMA	City of Morgan Hill	Annually, each summer	N/A	Morgan Hill will sent letters to properties in the City’s mapped repetitive loss areas in June 2023.
		Increase in the number of flood insurance policies with contents coverage	(PA OP #98) Sends letters to the properties in the city’s mapped repetitive loss areas, highlighting flood safety tips	City of Palo Alto	Annually, typically August - September	N/A	Palo Alto sent letters to properties in the City’s mapped repetitive loss areas, highlighting flood safety tips in August 2022.
			(SJ OP #99) Sends letters to the properties in the city’s mapped repetitive loss areas	City of San Jose	Annually, each typically between September - December	N/A	San Jose sent letters to general repetitive loss property areas in April 2023.

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Messengers to Other Target Audiences (Organizations & Businesses Serving the Community)	<u>Topic 1:</u> Know your flood hazard Message 1A - Know your flood risk Message 1B - Contact your floodplain manager to find out if your property is in a floodplain Message 1C - Check if your home or business is in a Special Flood Hazard Area	Educate our community on flood protection and preparedness measures by working and coordinating with groups who serve as messengers, to people who are at risk of flooding, as they provide their respective business service	(VW OP #100) Administers a “Let’s Talk Water” Speakers Bureau Program that customizes presentations to update groups on specific issues, provide updates on Valley Water projects, including flood protection projects and to educate residents on existing flood risks as well as provide resources and tips to be flood ready. https://www.valleywater.org/learning-center/lets-talk-water-speakers-bureau	Valley Water Communications Unit	On a project-specific basis or as requested	Could vary from year-to-year Kiwanis Rotary Clubs Homeowners and Neighborhood Associations Forum Groups Association of Realtors	Valley Water’s ‘Let’s Talk Water’ Speakers Bureau Program is active and available to the community. General presentations discuss Valley Water’s flood protection, including flood preparedness and awareness, and our creeks and ecosystems. Customized presentations for groups on specific issues are also available. 1. October 13, 2022 – City of San Jose Board of Retirees meeting 2. October 20, 2022 – Palo Alto Kiwanis meeting 3. October 22, 2022 – Greentown Los Altos Library event 4. November 3, 2022 – Harbor Industrial Association luncheon 5. December 6, 2022 – RE/MAX Realtor informational meeting 6. January 4, 2023 – Mount Pleasant Neighborhood Assoc meeting 7. January 18, 2023 – Cupertino Library presentation hosted by Cupertino Library Foundation 8. February 9, 2023 – Sons in Retirement: Branch 54 monthly meeting 9. February 13, 2023 – Rotary Club of Evergreen Valley meeting 10. February 14, 2023 – Santa Clara County: Sustainability Working Group presentation 11. March 1, 2023 – Seven Trees Neighborhood Association meeting 12. March 6, 2023 – Leadership Morgan Hill presentation 13. March 9, 2023 – Presentation during Mountain View Senior Center afternoon workshop 14. March 23, 2023 – Mission San Jose Rotary Zoom meeting 15. April 6, 2023 – Water 101 Academy presentation 16. April 11, 2023 – Presentation during Terraces Los Gatos monthly speaker series 17. May 4, 2023 – West San Jose Kiwanis meeting 18. May 19, 2023 – Rotary Club of San Jose Silicon Valley
	<u>Topic 2:</u> Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B – Insure your property Message 2C – There is a 30-day waiting period for the policy to take place <u>Topic 3:</u> Protect people from the flood hazard Message 3A - Put your 3-day emergency kit together Message 3B - Follow evacuation orders Message 3C – Learn the best route to high ground <u>Topic 4:</u> Protect your property from the flood hazard Message 4A - Protect your property from the flood hazard Message 4B - Prepare your home Message 4C - Sandbags can offer protection against a foot or less of floodwater Message 4E - Get sandbags before a flood <u>Topic 5:</u> Build responsibility Message 5A - Build responsibly in floodplains Message 5B - Comply with development requirements Message 5C - Check with your local floodplain manager before you build <u>Topic 6:</u> Protect natural floodplain functions Message 6A -Keep creeks clean and flowing Message 6B - Keep debris and trash out of our streams Message 6C - Don’t pollute, dump, or drain anything in creeks <u>Topic 7:</u> Develop a Family Emergency Plan Message 7A: Develop an emergency plan <u>Topic 8:</u> Download disaster Apps Message 8A - Download disaster emergency apps <u>Topic 9:</u> Understand shallow flooding risks – don’t drive through standing water Message 9A - Understand shallow flooding risks - don’t drive through standing water FEMA’s message: “Turn Around Don’t Drown®.”		(VW OP #101) Participates in booth duty support at various events and fairs throughout the county, including Valley Water Capital project meetings or other events, as requested by various organizations	Valley Water Office of Government Relations	Annually. During the flood season (starting in September – May)	All Santa Clara County CRS Communities	Valley Water staff made a concerted effort to actively participate in community events, including community festivals and emergency preparedness affairs, particularly in communities and neighborhoods in or close to flood zones. In FY23 (from September 2022 – May 2023), both Valley Water and City staff hosted 18 booths and distributed flood preparedness information on flood safety and emergency

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							preparedness materials, including Valley Water’s annual floodplain mailer. 2022 Santos Family 16th Annual Car Show-9/3/22 Alviso, CA - Emergency Preparedness Resource Fair-9/10/22 San Martin, CA - Mountain View Art & Wine Festival-9/11/22 - Assembly Member Ash Kalra’s Veggie Fest-9/17/22 San Jose, CA - Rotary Club Fall Festival-9/24/22 Cupertino, CA - Friends of Stevens Creek Trail Trailblazer Race-9/25/22 Mountain View, CA - Fall Festival at Martial Cottle Park-10/1/22 San Jose, CA - Santa Clara Parade of Champions-10/1/22 - Pumpkins in the Park-10/8/22 San Jose, CA - Bay Area Diwali Festival of Lights-10/8/22 Cupertino, CA - Supervisor Lee’s Day on the Bay-10/8/22 Alviso, CA - Santa Visits Alviso-12/10/22 - AAUW Wildflower Run-3/26/23 Morgan Hill, CA - VMC Foundation Women’s Leadership & Policy Summit-4/29/23 Saratoga, CA - Tech Interactive Tech Challenge-4/30/23 San Jose, CA - Berryessa Art Festival-5/13/23 - San Jose Giants-5/13/23 - Campbell Boogie Music Festival, 5/20/23-5/21/23 Morgan Hill hosted ‘National Night Out’ on August 2, 2022. Flood preparedness information (<i>Valley Water floodplain mailer, red ‘Get Flood Ready’ which includes an emergency supply list tote bags, etc.</i>) were distributed.
			(VW OP #102) Partner with local Second Harvest Food Bank with distributing FEMA and Valley Water flood preparedness materials, including promotional item(s) as available	Valley Water CRS Program	In October (during CFPW)	Second Harvest Food Bank of Silicon Valley	Valley Water partnered with the Silicon Valley Bike Coalition at the Ride Out the Drought event held on October 15, 2022; the Salvation Army on October 22, 2022; Santa Visits Alviso Foundation on December 7, 2023; Sacred Heart Community Services on February 8, 2023, and Ms. Gail Osmer, homeless advocate, on March 15, 2023 by providing and/or distributing FEMA, US Army Corps of Engineers, and Valley Water multilingual flood preparedness educational materials and emergency preparedness starter kits which supports Valley Water’s ‘Get Flood Ready’ campaign. Additionally, presentations on flood preparedness were made at the City of Cupertino Public Safety and Community Emergency Response Team (CERT) held on October 26, 2022, and at the City of San Jose Neighborhood CERT event

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			(ALL OP #103) Other New Initiatives <u>(as noted in the PPI document)</u> 1. Continue and expand the standardized flood message prepared for each community to include flood messages in utility bills each year, including PG&E. 2. Expand on partnerships with local chambers of commerce to disseminate and share flood preparedness information. 3. Expand on outreach to the Asian and Latino communities who live in flood prone areas. 4. Expand on outreach to “hot spot” flood prone areas by hosting on-site or virtual events. 5. Expand on reaching local homeowners associations (HOA)s and apartment associations (i.e. Executive Council of Homeowners [ECHO]) 6. Expand on reaching residents in marginal and low-income communities through partnering with organizations that reach these communities. (i.e. Second Harvest Food Bank and others) 7. Communities could pursue FEMA Matching Funds Grants for severe Repetitive Loss Areas. 8. Review and expand other public information activities, such as Flood Protection Assistance (Activity 360) and Flood Insurance Promotion (Activity 370). 9. Develop a region-wide Flood Response Preparations (FRP) messaging plan.	All	TBD	TBD	held on November 15, 2022. Flood resources were also shared at these events. The 2021 PPI Committee identified three efforts needed from each CRS community per the 2021 PPI in order to prepare and finalize subsequent annual evaluation reports. One of those efforts is that the PPI Committee must review and consider the ‘Other New Initiatives’ identified in the 2021 PPI (page 66) for advancing flood risk reduction efforts. The Santa Clara County CRS Group/PPI Committee, included the ‘Other New Initiatives’ topic for discussion at both the March 21, 2023 and May 16, 2023 meetings. See Section V. SC County CRS Users Group/PPIM Committee Meetings - Monitoring and Evaluating the 2021 PPI in the FY23 Annual Evaluation Report for details regarding the review/discussion of the nine other new initiatives. In FY 23, the following ‘Other New Initiatives’ were accomplished. The below-noted numbers correspond with the initiatives listed as (ALL OP #103) on left side of this column: 1. Valley Water offered assistance with developing utility bill inserts to all communities. The insert tied into Valley Water’s FY23 Flood Awareness Campaign theme, “Our Climate Has Changed.” The utility bill insert/mailer/flier were co-branded with 3 communities. 3. Targeted mailers (FPM and trifolds) addressed to all those in the FEMA SFHA were mailed out (see page 7 of the Annual Evaluation Report) and were multi-language which included Spanish, Vietnamese, and Chinese. 4. Valley Water’s ‘Let’s Talk Water: Speakers Bureau Program offers presentations on the history of Valley Water and how we operate and includes information on flood preparedness. Presentations can be customized for groups, as requested. Several HOA’s were given presentations that included flood preparedness information (see page 15 of the Annual Evaluation Report). Discussion at the March 21, 2023 CRS Users Group/PPI Committee meeting, Valley Water pointed out that the ArcGIS tool has several layers, including Santa Clara County Low Income Census Tracts (Poverty Zones) and Valley Water Flood Hot Spots. If any community is

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							interested in accessing this information, reach out to Valley Water. We asked the group if there was any overlap of Valley Water’s hot spots versus their jurisdiction’s hot spots? 6. Valley Water staff actively participated in community events, including community festivals and emergency preparedness affairs, particularly in communities and neighborhoods in or near flood zones. In FY23 (<i>from September 2022 – May 2023</i>), both Valley Water and the communities staff hosted 18 booths and distributed flood preparedness information on flood safety and emergency preparedness materials, including Valley Water’s annual FPM (<i>see page 15 of the Annual Evaluation Report</i>). <u>Other Community Engagement Efforts</u> Valley Water partnered with the Silicon Valley Bike Coalition at the Ride Out the Drought event held on October 15, 2022; the Salvation Army on October 22, 2022; Santa Visits Alviso Foundation on December 7, 2023; Sacred Heart Community Services on February 8, 2023, and Ms. Gail Osmer, homeless advocate, on March 15, 2023 by providing and/or distributing FEMA, US Army Corps of Engineers, and Valley Water multilingual flood preparedness educational materials, flood insurance promotion, AlertSCC, American Red Cross All-Hazard APP, and emergency preparedness starter kits which supports Valley Water’s ‘Get Flood Ready’ campaign. Additionally, presentations on flood preparedness were made at the City of Cupertino Public Safety and Community Emergency Response Team (CERT) held on October 26, 2022, and at the City of San Jose Neighborhood CERT event held on November 15, 2022. Flood resources were also shared at these events. 7. Discussion at the March 21, 2023 CRS Users Group/PPI Committee meeting regarding Valley Water and Santa Clara County looking into Valley Water possibly developing a separate flood-centric FMP rather than including it as part of the update of the County’s 2017 MJHMP. The proposed flood-centric FMP could have a direct tie-in to this initiative; however, it may not include the RLAA element as part of the FMP.

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							Valley Water has shared some grant opportunities Climate Change Resiliency, CAL Office of Emergency Services (OES) with our Grant’s Team. It was also mentioned that under Valley Water’s Safe Clean Water, we have some community grants available to cities/county through our Grants Program. 8. Discussion at the March 21, 2023 CRS Users Group/PPI Committee meeting it was discussed that this initiative ties in with the ongoing CRS regionalization efforts. We will see what recommendations come out of the draft Feasibility Study. 9. At the March 21, 2023 CRS Users Group/PPI Committee meeting, Valley Water demonstrated an electronic copy of the City of Santa Clara’s FRP. As the PPI Committee has discussed in past meetings, we are still considering using the City of Santa Clara’s FMP as a model for developing a countywide FRP that can be credited uniformly. ISO indicated this approach would likely be credited regionally.
			(CUP OP #104) The city provides a Winter Preparedness notification informing contractors that during the winter season, they need to winterize their project(s) site as certain soil disturbance activities are not allowed during the rainy season	City of Cupertino	On a project-specific basis	Various contractors	Cupertino continues to prepare and mail the rainy season letters every year to applicable projects. These letters were mailed in late August 2022.
			(MIL OP#105) On a project-specific basis, the city provides contractors a Winter Preparedness notification that informs them that during the winter season, they need to winterize their project(s) site. Certain soil disturbance activities are not allowed during the rainy season	City of Milpitas	On a project-specific basis	Various contractors	Milpitas: On-going. The City of Milpitas will be sending out winterization notices to larger development projects this winter.
	Topic 2: Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B – Insure your property Message 2C – There is a 30-day waiting period for the policy to take place	Increase in number of flood insurance policies in the SFHAs and in the county in general Prospective buyers understand flood risks <i>These projects are credited under Activity 340 (DFH and REB) – Additional credit is provided if the PPI states that real estate agents should (or have agreed to) advise house hunters about the flood hazard and that real estate</i>	(MH OP #106) The city mails out a newsletter, “Ask Before You Buy: Know Your Flood Risk!” to local real estate agents which are provided to homebuyers to help determine the flood risk of the property being purchased <i>(listed in Appendix B)</i>	City of Morgan Hill	During or prior to the rainy season	Real Estate Agencies/Agent	Morgan Hill will be sending the brochure to real estate agents in June 2023.
			(PA OP #107) Sends out letters to real estate agencies informing them of their responsibility to identify flood hazard areas and to take advantage of the Flood Zone Lookup on the city’s website	City of Palo Alto	Annually, beginning of flood season (September/October)	Real Estate Agencies/Agent	Palo Alto sent letters to real estate agencies informing of their responsibility to identify flood hazard areas in August 2022.
			(SJ OP #108) Sends out letters to real estate and insurance agencies and lenders, informing them of their responsibility to identify flood hazard areas and to take advantage of the Flood Zone Lookup on the city’s website on the “Flood Hazard Zones webpage and advises to contact the city for map reading services and elevation certificates on file	City of San Jose	At the beginning of the flood season (September – December)	Real Estate Agencies/Agent	San Jose emailed letters to real estate, insurance agencies and lenders in March 2023.

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		agents give house hunters a REB brochure	(SUN OP #109) Sends mailer/postcard targeted to real estate agents informing them of the client's responsibility for identification and purchase of flood insurance and the availability of the automatic 15% discount	City of Sunnyvale	Each October	Real Estate Agencies/Agents	Sunnyvale: The City sent the mailers to real estate agents October 2022.

Agenda

Santa Clara County CRS Users Group & Program for Public Information (PPI) Committee Meeting

March 21, 2023 | 9:30 – 11:30am

Zoom Meeting

<https://valleywater.zoom.us/j/81783191992?pwd=Q1VkRWxlRnc4WCtGS3NlbGR3SkxET09>

Meeting ID: 817 8319 1992

Passcode: 273986

+1 669 900 9128 US (San Jose)

Purpose: PPI Stakeholder Committee Annual Evaluation Meeting per Activity 330, Outreach Project, Element 332.c. Program for Public Information, Step 7 requirement (*page 2*)

Outcome: Complete development of the 2021 Multi-Jurisdictional Program for Public Information (PPI) Annual Report for FY23 (*Year 2: July 2022 to June 2023*)

Section	Meeting Topic	Presenter	Time
1.	Introductions	Amy Fonseca	10 min
2.	Review of the meeting goals and agenda	Amy Fonseca	2 min
3.	Annual review of CRS Communities Roster	Amy Fonseca	2 min
4.	Brief status update on the CRS Regionalization in Santa Clara County Feasibility Study Floodplain Management Plan (FMP) vs Update to the County's 2017 Multi-Jurisdictional Hazardous Mitigation Plan (MJHMP)	Amy Fonseca	5 min
5.	Review 2021 PPI 'Other New Initiatives'	Amy Fonseca	20 min
6.	2021 Multi-Jurisdictional Program for Public Information (PPI) Annual Evaluation Report Complete development of the Annual Evaluation Report for FY23 (<i>Year 2: July 2022 to June 2023</i>) - Use Activity 330 Outreach Project sheets <i>located here</i> https://fta.valleywater.org/fl/1a2Jh3wyoO to update Appendix A from 2021 SC County Multi-Jurisdictional PPI - Update FY23 Project Accomplishments column for your community https://docs.google.com/document/d/14MiExVqFA0_Oq4ROnxx_T7RHReV-5p8/edit?usp=sharing&oid=104583139517453360848&rtpof=true&sd=true - Communities' updates due by next CRS Users Group Meeting or sooner	Amy Fonseca	45 min
7.	Activity 350 – Flood Protection Information The community must: - Monthly, check the website's links at least monthly, and fix those that are no longer accurate - Annual review the community must review the content to ensure that it is still current and pertinent	Amy Fonseca	2 min
8.	Next meeting – Joint CRS Users Group/Program for Public Information (PPI) Committee meeting Complete the development of the 2021 PPI Annual Report Year 2 (FY 2023)		2 min
9.	Adjourn		

ATTACHMENT NO. 3

For questions, please contact Amy Fonseca at (408) 630-3005 or afonseca@valleywater.org

Excerpt from 2017 CRS Coordinator's Manual:

"Step 7: Implement, monitor, and evaluate the program. The Program for Public Information committee meets at least annually to monitor the implementation of the outreach projects. The committee assesses whether the desired outcomes were achieved and what, if anything, should be changed. This work is described in an evaluation report that is prepared each year, sent to the governing body, and included in the annual recertification.

The community must update its Program for Public Information at least every five years. This can be a new document or an addendum to the existing document that updates the needs assessment and all sections that should be changed based on evaluations of the projects.

The Program for Public Information update will be reviewed for CRS credit according to the *Coordinator's Manual* currently in effect, not the version used when the community originally requested this credit. The update can qualify as the annual evaluation report for the year it was prepared. The updated Program for Public Information must be adopted following the same process as adoption of the original document."

Santa Clara County CRS Users Group / PPI Committee Meeting
Attendance Sheet

March 21, 2023 | 9:30 - 11:30am | Zoom

Name	Agency
Robb Lampa	California Department of Water Resources
Jenn Chu	City of Cupertino
Susana Ramirez	City of Gilroy
Erin McDannold	City of Los Altos
Steve Golden	City of Los Altos
Thanh Nguyen	City of Los Altos
Brian Petrovic	City of Milpitas
Elizabeth Koo	City of Milpitas
Charlie Ha	City of Morgan Hill
Maria Angeles	City of Morgan Hill
Renee Gunn	City of Mountain View
Rajeev Hada	City of Palo Alto
Arlene Lew	City of San Jose
Brandon Coco	City of Santa Clara
Christian Tran	City of Santa Clara
David Dorcich	City of Saratoga
Lea Velasco	City of Sunnyvale
Suzanne Park	City of Sunnyvale
Tamara Davis	City of Sunnyvale
Darrell Wong	County of Santa Clara
Michael Alvarez	County of Santa Clara
Los Gatos PPW (Public Works)	Town of Los Gatos
Nicolle Burnham	Town of Los Gatos
Amy Fonseca	Valley Water
Don Rocha	Valley Water
Merna Leal	Valley Water
Paola Reyes (Paola Giles)	Valley Water

Quorum Met. All CRS Communities in attendance.

Missing Cities: City of Campbell, City of Monte Sereno, and Town of Los Altos Hills

Agenda

Santa Clara County CRS Users Group & Program for Public Information (PPI) Committee Meeting

May 16, 2023 | 9:00am – 11:00 a.m.

Join Zoom Meeting

<https://valleywater.zoom.us/j/84766026839?pwd=ekFMSEpXTTQzNiZuYnh4ZU00NnM5UT09>

Meeting ID: 847 6602 6839 | Passcode: 185970 | +1 669 900 9128 US (San Jose)

Purpose: PPI Stakeholder Committee Annual Evaluation Meeting to monitor the Implementation of the 2021 Santa Clara County Multi-Jurisdictional Program for Public Information per Activity 330, Outreach Project, Element 332.c. Program for Public Information (PPI), Step 7 requirement

Outcome: 2021 PPI Annual Evaluation Report, FY23 (Year 2 of 5)

Section	Meeting Topic	Presenter	Time
1.	Introductions	Amy Fonseca	10 min
2.	Review of the meeting goals and agenda	Amy Fonseca	5 min
3.	FY22-23 Flood Awareness Campaign Results <i>approach: targeted outreach, including to renters, items to all addresses in the FEMA SFHA</i> FY23-24 Flood Awareness Campaign	Paola Giles & Probolsky Research	20 min
4.	Status of Feasibility Study for Regionalizing CRS in Santa Clara County Status of flood-centric Floodplain Management Plan (FMP) in lieu of Santa Clara County Multi-Jurisdictional Local Hazard Mitigation Plan	Amy Fonseca	10 min
5.	CRS 2023 Cycle Group (Mountain View, Palo Alto, Santa Clara, Sunnyvale) Updates	Amy Fonseca	5 min 10 min
6.	California Flood Preparedness Week (October 2023) - Statewide Agency Coordination Calls leading up to CFPW (<i>kicks off mid-May to early June 2023</i>) - Annual Valley Water Board Resolution - Flood event kits for all cities/county - Lobby display example (<i>use you Flood Event Kits: vertical banner, table cover, materials</i>)	Amy Fonseca	5 min
7.	Complete development of the 2021 Multi-Jurisdictional Program for Public Information (PPI) Annual Report, FY 23 (Year 2: July 2022 to June 2023) DEADLINE 5/31/23 (Wednesday) - Use Activity 330 Outreach Project sheets <i>located here</i> https://fta.valleywater.org/fl/oLY0MMAJw3 to update Appendix A from 2021 SC County Multi-Jurisdictional PPI - Update FY23 Project Accomplishments column for your community https://docs.google.com/document/d/14MiExVqFA0_Oq4R0nxx_T7RHReV-5p8/edit?usp=sharing&ouid=104583139517453360848&rtpof=true&sd=true REPORT DUE 8/1/23: Due during 5-year cycle visit or as part of annual re-cert.	Amy Fonseca	20 min
8.	Other items ISO Training - TBD	Amy Fonseca	5 min
9.	Adjourn		

For questions, please contact Amy Fonseca at (408) 630-3005 (office) or (408) 691-8889 (cell)

or afonseca@valleywater.org

Santa Clara County CRS Users Group / PPI Committee Meeting
Attendance Sheet

May 16, 2023 | 9:00 - 11:00am | Zoom

Name	Agency
Robb Lampa	California Department of Water Resources
Jenn Chu	City of Cupertino
Susana Ramirez	City of Gilroy
Steve Golden	City of Los Altos
Brian Petrovic	City of Milpitas
Maria Angeles	City of Morgan Hill
Renee Gunn	City of Mountain View
Lauren Cody	City of Mountain View
Rajeev Hada	City of Palo Alto
Vicki Thai	City of Palo Alto
Vivian Tom	City of San Jose
Brandon Coco	City of Santa Clara
Christian Tran	City of Santa Clara
Suzanne Park	City of Sunnyvale
Jennifer Ng	City of Sunnyvale
Adam Probolsky	Probolsky Research
Katie Thompson	Probolsky Research
Amy Fonseca	Valley Water
Sherilyn Tran	Valley Water
Clarissa Sangalang	Valley Water
Paola Reyes (Paola Giles)	Valley Water

Quorum Met. All CRS Communities in attendance.

Missing Cities: City of Campbell, City of Monte Sereno, City of Los Gatos, City of Saratoga, Santa Clara County, and Town of Los Altos Hills

CITY COUNCIL STAFF REPORT

MEETING DATE: August 23, 2023

PREPARED BY:

David Gittleson, Associate Engineer

APPROVED BY: City Manager

ACCEPT PHASE 1 OF HALE AVENUE EXTENSION PROJECT IN THE AMOUNT OF \$15,446,002

RECOMMENDATION(S)

1. Accept as complete the Phase 1 Hale Avenue Extension Project;
2. Authorize the City Engineer to sign the Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Maintaining and Enhancing Infrastructure

2022-2023 Strategic Priorities

Fiscal Sustainability

Transportation

Guiding Documents

Bikeways, Trails, and Recreation Master Plan

Morgan Hill 2035 General Plan

Storm Drain Master Plan

Water System Master Plan

REPORT NARRATIVE:

The Hale Avenue Extension project is a significant and long-planned transportation improvement for the City of Morgan Hill. It has been included and identified in the City's General Plan since 1969 as a north/south arterial street for the west side of the community. The limits of the Hale Avenue Extension project are West Main Avenue at the north end and Spring Avenue at the south end (Attachment 1). The project was split into two phases due to the timing of Valley Water's Llagas Creek Flood Control Project. Phase 1 includes the section of roadway between Spring Avenue and Warren Avenue while Phase 2 extends from Warren Avenue to West Main Avenue. Valley Water is constructing the phase 2 improvements as part of a cost shared agreement with the

City.

On November 18, 2020, the City Council awarded the Phase 1 construction contract to Desilva Gates Construction for \$14,174,174 plus a 10% contingency of \$1,417,417 for a total amount of \$15,591,591. The scope of work included constructing approximately 4,000 linear feet of new roadway, including a roundabout at the West Dunne Avenue/Hale Avenue intersection, bike lanes, median, separated pedestrian pathway, sound walls, retaining walls, street lights, striping, fiber optic conduits, undergrounding of overhead utility crossings, water line and fire hydrants, stormwater bioswales, storm drain system, irrigation and landscaping, traffic control and project clean-up.

The project started construction in April, 2021 and was substantially completed on July 18, 2023. During construction, the project incurred 35 change orders which totaled \$3,648,132. A significant number of change orders were the result of necessary changes to the project in the field. Change orders on the project related to reducing resident impacts during construction, unforeseen conditions in the field, and adjustments found to be needed in the design. While many of these changes created extra costs, many other changes supported cost savings (such as reducing earthwork quantities), ultimately reducing the base contract to \$11,797,870. These savings not only kept the project under budget, but allowed enough savings to construct a traffic signal at the Spring and Hale intersection, which was not included in the original bid due to cost constraints.

The final construction contract with Desilva Gates Construction is \$15,446,002, which allows for \$145,589 in unused funds to be returned to the Traffic Impact Fund. Staff recommends accepting this project as it is complete in accordance with the plans and specifications. By accepting this project, the City Clerk will file a Notice of Completion for this project (Attachment 2).

Phase 2 of Hale Avenue is currently under construction in coordination with Valley Water's Upper Llagas Creek Flood Control Phase 2A Project. The two projects have a common work area at the intersection of Hale Avenue and West Main Avenue. Thus, Phase 2 is not scheduled to be completed until early 2024.

COMMUNITY ENGAGEMENT:

Significant engagement occurred over the last decade as it relates to the Hale Avenue Extension Project. Projects of this size require long-term decisions be made for the future of Morgan Hill. The City's General Plan Updates and the Environmental Impact Report for this project both included significant engagement that set the framework for developing a funding strategy and the planning documents. The City Council approved the funding for the project in June 2020. More recently, City staff held a Town Hall meeting on Thursday, June 11 to specifically discuss the Hale Avenue Extension. The City's Hale Avenue Project webpage (www.morganhill.ca.gov/880/Hale-Avenue-Extension-Project) provides significant project background on the history of the project and its intended purpose.

ALTERNATIVE ACTIONS:

Accepting the project in accordance with the contract documents is a required process and enables the City to release any retained funds owed to the contractor per California Public Contract Code Section 7107.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- In 1969 the City Council added the Hale Avenue Extension Project to the City's General Plan
- The Hale Extension Project is first programmed into the Capital Improvement Program in 2010-11 fiscal year
- The City Council included the Roadway in the General Plan Circulation Element in February 2010
- The City Council meeting on community engagement and moving forward in February 2011
- The City Council community meeting for intersection design in August 2011
- Public Meeting on Draft EIR was held on June 8, 2016
- The City Council approved design contract with Mark Thomas on January 18, 2017
- The City Council certified the EIR and adopted a Plan Line on August 23, 2017
- The City Council approved Tran property purchase on December 6, 2017
- The City Council approved Giancola property purchase on December 6, 2017
- The City Council approved Howard property purchase on January 17, 2018
- The City Council approved a first amendment with Mark Thomas for design on April 18, 2018
- The City Council adopted the Fiscal Year 2018-19 through 2023-24 Capital Improvement Program Budget, including the Hale Avenue Extension Project
- The City Council approved Kerr property purchase on July 18, 2018
- The City Council approved a property conveyance with the County on August 22, 2018
- The City Council adopted a resolution of necessity to acquire property from PG&E on September 5, 2018
- The City Council approved Garcia property purchase on October 3, 2018
- The City Council adopted a relocation plan for the project on October 17, 2018
- The City Council approved Betpolice property purchase on February 20, 2019
- The City Council approved a second amendment with Mark Thomas on April 17, 2019
- The City Council approved a third amendment with Mark Thomas on December 18, 2019
- The City Council approved the funding agreement with the Valley Transportation Authority on June 17, 2020 for the Hale Avenue Extension project
- The City Council Awarded the construction contract to Desilva Gates Construction on November 18, 2020.

FISCAL AND RESOURCE IMPACT:**Fiscal:**

The total authorization for this project was \$15,591,591, which included a 10% contingency amount of \$1,417,417. The Phase 1 project received \$16.5M in Measure B monies which were applied to the construction, project management, inspection and testing portions of the project. Remaining funding for Phase 1 and for Phase 2 of Hale Avenue Extension Project has been funded from the Traffic Impact Fund and Storm Drain Impact Fund (for storm system improvements).

The total cost of the construction of the Phase 1 portion of the Hale Extension project was \$15,446,002. The unspent balance of \$145,589 (\$15,591,591-\$15,446,002) will go back to the Traffic Impact Fund (309).

CEQA (California Environmental Quality Act):**Project**

An Environmental Impact Report (EIR) was certified for the Hale Avenue Extension and Santa Teresa Corridor Widening and Realignment Project in accordance with the California Environmental Quality Act (CEQA). In addition, a Mitigation Monitoring and Reporting Program was prepared and implemented during the construction process. The project included linear bioswales to filter the water before it enters into the storm drain system. These swales will require yearly monitoring and maintenance.

CIP Contract Acceptance Funding Closeout Statement

Project:	Hale Avenue Extension Project		
Project No:	546007		
Date of Project Award:	18-Nov-20	Project Award Amount:	\$14,174,174
Funding Source:	f355	Contingency Authorized:	\$1,417,417
Date of Project Acceptance:	18-Jul-23	Total Authorized:	\$15,591,591
		Actual Base Contract Spent:	\$11,797,870

Change Orders				
	Description	Date	Council Approval Reqd? (Y/N)	Paid from Contingency
C.O. #1	Delete US Army Permit, not required.	29-Mar-21	N	\$0
C.O. #2	Modify existing storm drain system	9-Apr-21	N	\$48,500
C.O. #3	Modify new storm drain system	15-Apr-21	N	\$1,817
C.O. #4	Delete street light at sta 7+40-Credit	14-Jun-21	N	-\$13,678
C.O. #5	Increase in basin earthwork qunatity	15-Jun-21	N	\$4,197
C.O. #6	Raise grades-south of Dunne. Savings in Earthwork bid of \$98,550.	16-Jun-21	N	\$70,396
C.O. #7	Raise grades north of Dunne. Savings of \$582,112 in Earthwork bid quantities	9-Nov-21	N	\$128,456
C.O. #8	Delete retaining wall 3. Savings of \$238,460 in bid quantities.	9-Nov-21	N	\$77,213
C.O. #9	Hydroseed slope areas with soil growth amendment due to rocky soil.	22-Sep-23	N	\$53,760

C.O. #10	Replace Drain Inlets with gallery inlets, Savings of \$87,240 in bid quantities	11-Feb-22	N	\$77,350
C.O. #11	Add traffic signal at Spring/Dewitt	2-Mar-22	N	\$596,800
C.O. #12	Modification to retaining wall 4. Delete retaining walls 1 and 2. Savings of \$568,400 in bid quantities	16-Mar-22	N	\$347,090
C.O. #13	Misc change orders: Sound wall 1 grading, add water line stub, slurry backfill, demo existing sound wall and install temp fencing.	20-Mar-22	N	\$123,719
C.O. #14	Misc change orders: Relocate fire hydrant, delete 3 fire hydrants, cover stock piles, unmarked sewer repair, abandon 2 drain inlets, DA1 inlet conflict.	21-Apr-22	N	\$43,468
C.O. #15	Underground overhead power lines at station 22+00.	22-Apr-22	N	\$67,681
C.O. #16	Lower storm drain line at roundabout to clear multiple utilities.	28-Apr-22	N	\$77,927
C.O. #17	Connect to existing water line on Spring	18-May-22	N	\$88,593
C.O. #18	Waterline modifications at roundabout	21-Jul-22	N	\$205,236
C.O. #19	Misc change orders:	15-Jun-22	N	\$83,371
C.O. #20	Misc change orders: grading, finishing, HMA pathway, curb revisions, subgrade diggouts, place fill, move backfill material	25-Jul-22	N	\$69,262
C.O. #21	Demo existing curb/gutter return, additional grading at return, add cutback in trench, relocate K-rail.	26-Aug-22	N	\$23,912
C.O. #22	Close Dunne to traffic to expedite work	14-Sep-22	N	\$79,500
C.O. #23	Revise landscape planting and convert to drip irrigation	24-Oct-22	N	\$164,900
C.O. #24	Disinfect water lines, multiple connections.	9-Nov-22	N	\$70,782

C.O. #25	Modify AC grinding limits to expedite project and reduce costs.	15-Nov-22	N	\$37,733
C.O. #26	Remove and replace soft soil within subgrade.	2-Nov-22	N	\$38,715
C.O. #27	Time extension issued	28-Dec-22	N	\$0
C.O. #28	Additional BMP's, additional traffic control, install freez bags on backflows, UAQ locate.	7-Jun-23	N	\$42,901
C.O. #29	Misc. grade revisions	25-Jan-23	N	\$59,009
C.O. #30	Grade revisions, bioswale repairs due to storms, irrigation and landscaping revisions	26-Jan-23	N	\$86,148
C.O. #31	Resequence work & resolve subcontractor change orders	2-Mar-23	N	\$159,881
C.O. #32	Revisions to project scope and timeline	6-Mar-23	N	\$659,712
C.O. #33	Add 19 trees, USA locate, plant credit, signal extras, grade & compact AB sidewalk	2-May-23	N	\$73,589
C.O. #34	PG&E vault relocation, BMP work, demo AC, traffic control, freeze blankets, USA locate	7-Jun-23	N	\$21,817
C.O. #35	Credit for damaged RCP pipe	30-Jun-23	N	-\$21,625
			Total C.O.:	\$3,648,132

Additional Appropriations		
Source	Amount	Date
None		

		Total Construction Amount (Base Contract plus CO's):	\$15,446,001.91
Construction Fund Balance:	\$145,589		

Recording Requested By:

When Recorded Mail To:

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION

Civil Code §§ 8182, 8184, 9204, and 9208

NOTICE IS HEREBY GIVEN THAT:

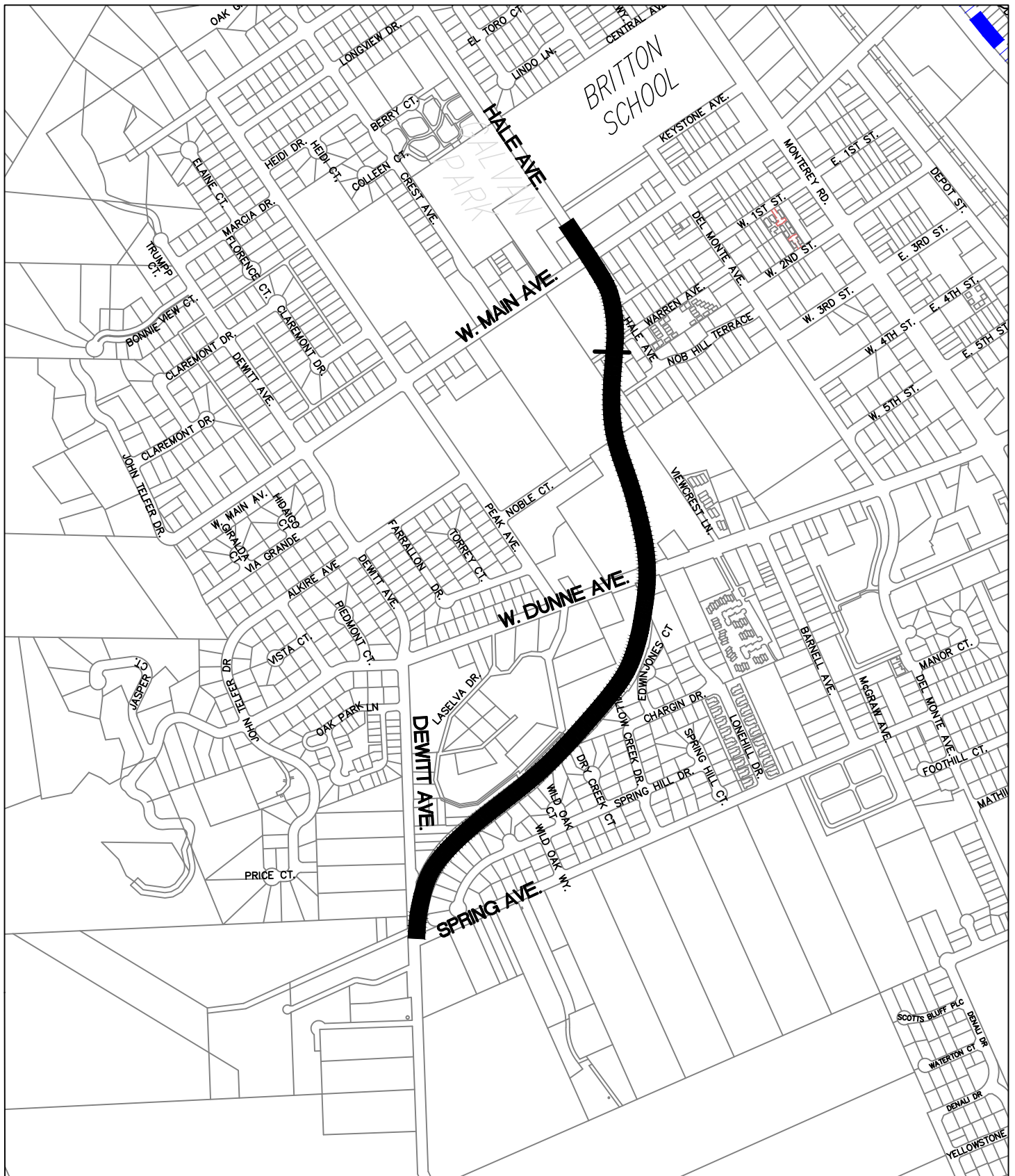
1. The undersigned is the Owner or agent of the Project described below.
2. Owner's full name is City of Morgan Hill.
3. Owner's address is 17575 Peak Avenue, Morgan Hill, CA 95037.
4. The nature of Owner's interest in the Project is:
X Fee ownership ___ Lessee ___ Other: _____
5. Construction work on the Project performed on Owner's behalf is generally described as follows: Construct two lane roadway, including: bike lanes, median pedestrian path, roundabout, water and storm mains, street lights, traffic signal, and landscaping.
6. The name of the original Contractor for the Project is: DeSilva Gates Construction.
7. The Project was completed on: July 18, 2023.
8. The Project is located at: Hale Avenue, between Main Avenue and Spring Avenue.

Verification: In signing this document, I, the undersigned, declare under penalty of perjury under the laws of the State of California that I have read this notice, and I know and understand the contents of this notice, and that the facts stated in this notice are true and correct.

Date and Place

Signature

Scott Creer, City Engineer



SCALE: NTS

City of Morgan Hill

Public Works Department



CITY OF MORGAN HILL

N:\PROJECTS\CIP\STREETS\546007-Santa Teresa Const\Staff Reports\hale plot 8-24-11.dwg

LOCATION PLAN

Hale Avenue Extension

Date: 8/24/11

Drwn by: DIG

PAGE 1 OF 1
Page 84 of 476

CITY COUNCIL STAFF REPORT

MEETING DATE: August 23, 2023

PREPARED BY:

Tanya Carothers, Environmental Services Administrator

APPROVED BY: City Manager

ADOPT A RESOLUTION AMENDING THE CITY'S COUNTYWIDE SOLID WASTE BUDGET AND APPROVE THE FIRST AMENDMENT TO THE JOINT VENTURE SILICON VALLEY CONSULTANT AGREEMENT FOR THE FY 2023-24 COUNTYWIDE SOLID WASTE PROGRAM

RECOMMENDATION(S)

1. Adopt a Resolution appropriating an additional \$203,182 to the City's Countywide Solid Waste Program (Fund 246);
2. Approve the first amendment to the consultant agreement with Joint Venture Silicon Valley to add Food Recovery Program Infrastructure Enhancements for \$203,182 and the Surplus to Go Program for \$100,000 for a revised total contract amount of \$591,627; and
3. Authorize the City Manager to execute and administer the first amendment to the consultant agreement with Joint Venture Silicon Valley.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Protecting the Environment

Advancing Regional Initiatives

REPORT NARRATIVE:

The purpose of this report is to provide the City Council with an opportunity to adopt a resolution appropriating an additional \$203,182 in the City's Countywide Solid Waste Program (Attachment 1), and to approve a first amendment to the City's Consultant Agreement with Joint Venture Silicon Valley (JVSV) for the administration and implementation of Santa Clara County's FY 2023-24 Food Recovery Program (Attachment 2).

Background

In July 2021, City of Morgan Hill staff began providing Technical Advisory Committee (TAC) Administrator and Contracting Agent roles for administering the work of the Countywide Solid Waste Program. The County has retained the third role of Fiscal Agent for these programs and is the entity authorized and responsible for collecting

County solid waste fees as well as managing and reporting to the State on various Countywide solid waste planning efforts. One of the largest contracts the City administers is for the Countywide Food Recovery Program (Food Recovery Program) which is required under State of California law (SB 1383). The Food Recovery Program focuses on the collection of food from specified food-generating businesses and redistribution of that food to feed people in need.

Proposed Amendment

The current contract with JVSJ for management and implementation of the Food Recovery Program is for \$288,445 and covers base operations to reach minimum compliance with SB 1383 requirements for food recovery programs. The proposed First Amendment will add additional food recovery resources beyond minimum compliance by adding funds to the contract to cover costs for Infrastructure Enhancements and the Surplus to Go Program, as described below.

The proposed Infrastructure Enhancements include two components: 1) Small Capacity Grants which will be issued to increase the food recovery capacity of food recovery organizations; and 2) Food Waste Prevention Classes which will promote food waste prevention measures specific to each regulated sector (e.g., restaurants, hospitals, schools, large events), provide food recovery tips and best practices, and teach businesses and organizations how to comply with SB 1383 food recovery requirements and local ordinances. The total cost of the Infrastructure Enhancements is \$203,182.

The Surplus to Go Program will use emerging technologies and services to develop a system that distributes surplus food directly from businesses to those in need. The total cost of the Surplus to Go Program is \$100,000.

Both the Infrastructure Enhancements and the Surplus to Go Program have been approved by the Recycling and Waste Reduction Commission (RWRC). The FY 2023-24 JVSJ Consultant Agreement will increase to \$591,627 with the proposed amendment.

JVSJ Contract Summary Table

Current JVSJ Contract. Includes Base SB 1383 Compliance Costs Only.	\$288,445
ADD Infrastructure Enhancements to JVSJ Contract	\$203,182
ADD Surplus to Go Program to JVSJ Contract	\$100,000
Revised JVSJ Contract Amount with Approval of First Amendment	\$591,627

COMMUNITY ENGAGEMENT:

Not Applicable

The subject of this staff report is entirely administrative in nature and does not impact services directly provided to the Morgan Hill community. Given this, no community engagement was conducted prior to this meeting.

ALTERNATIVE ACTIONS:

The City Council could decline approval of the Resolution appropriating an additional \$203,182 to the City's Countywide Solid Waste Program budget, and could also decline to approve the first amendment to the JVSV Contract for implementation of the Food Recovery Program. In this scenario, the City could still administer the base Food Recovery Program costs for minimum SB 1383 compliance, however, the City would be unable to administer the Infrastructure Enhancements and the Surplus to Go Program which is work that participating jurisdictions have asked that the City implement in their role as the Countywide Solid Waste Program Contracting Agent and Administrator.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council has not taken prior action on this agreement. The amount of the original agreement was \$288,445, therefore it was approved via City Manager authority on July 4, 2023. Per Ordinance 2321, purchases up to \$300,000 can be made under the City Manager's purchasing authority if they were made exclusively with Countywide funds for the administration of the Countywide Solid Waste Program.

FISCAL AND RESOURCE IMPACT:

While the Surplus to Go Program needs to be added to the JVSV contract, it should be noted that this program was approved by the Recycling and Waste Reduction Commission (RWRC) as a funded project using County solid waste fees in the FY 2023-24 budget, and the \$100,000 cost is already accounted for in the City's contract budget for the Countywide Solid Waste Program. The Infrastructure Enhancements for \$203,182 were approved later as part of an amendment to the 2023-24 RWRC budget and will be funded by participating jurisdictions who will contribute their share of the cost for the enhancements to the Fiscal Agent. The cost for the Infrastructure Enhancements still needs to be added to the City's contract budget for Countywide Solid Waste Services.

There is currently \$1,273,097 authorized in Fund 246 for Countywide Solid Waste Administrative Services Contracts for FY 2023-24. The First Amendment to the JVSV Contract for implementation and management of the Food Recovery Program (\$203,182) will bring the total amount of Countywide Solid Waste Administrative Services contracts to \$1,476,279. The additional \$203,182 will be appropriated to Fund 246 via the attached resolution and budget scorecard (Attachment 1). This increase in expense is completely offset by the increase in revenue.

As Fiscal Agent, the County is the entity authorized and responsible for collecting County solid waste fees as well as revenues from other sources (e.g. grant funds, jurisdiction contributions, etc.). The City sends a Fund Transfer Request quarterly to the County to cover costs related to the City's role as TAC Administrator and Contracting

Agent as well as all contract costs. The City's Fund Transfer Requests will be adjusted to cover the costs associated with the requested increased appropriation and there will be no net impact on the General Fund. Because of the Fund Transfer Requests, in no case would Fund 246 go into a negative balance. However, there is a possibility that Fund 246 will have a positive balance at the end of the year if some of the planned contract expenditures come in under budget. Any balance in Fund 246 at the end of the year would be available for future expenditures on the countywide solid waste programs.

CEQA (California Environmental Quality Act):

Not a Project

The activities associated with this item are administrative activities that will not result in direct changes to the physical environment.

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MORGAN HILL APPROVING AN AMENDMENT TO
THE CITY'S FISCAL YEAR 2023-2024 BUDGET IN THE
COUNTYWIDE SOLID WASTE ADMINISTRATIVE
SERVICES FUND (FUND NO. 246), TO APPROPRIATE
\$203,182.00, THEREFOR**

WHEREAS, the City of Morgan Hill, a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California ("City"), is authorized to enter into contracts and agreements for the benefit of the City; and

WHEREAS, the reasons supporting this Resolution are set forth in detail in that certain City Council Staff Report entitled "Adopt a Resolution Amending the City's Countywide Solid Waste Budget and Approve the First Amendment to the Joint Venture Silicon Valley Consultant Agreement for the FY 2023-24 Countywide Solid Waste Program" submitted for City Council consideration at its meeting of August 23, 2023, submitted to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, recommended amendments are needed and proposed to the City's previously adopted Annual Budget for Fiscal Year 2023-2024 as set forth on Exhibit A to this Resolution, to appropriate the requisite funds to implement the actions authorized by this Resolution; and

WHEREAS, the consideration by City Council of the adoption of this Resolution has been duly noticed pursuant to applicable laws and has been placed upon the City Council Meeting Agenda on the date set forth in the Staff Report, or to such date that the City Council may have continued or deferred consideration of this Resolution, and on such date the City Council conducted a duly noticed public meeting at which the City Council provided members of the public an opportunity to comment and be heard and considered any and all testimony and other evidence provided in connection with the adoption of this Resolution; and

WHEREAS, the City Council determines that adoption of this Resolution is in the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1. Recitals. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.

Section 2. Approval and Authorization. The City Council does further resolve, order and/or direct as follows:

- a. That the City's previously adopted Fiscal Year 2023-2024 Budget, as the same has been amended to date, is hereby further amended in accordance with and as reflected on Exhibit A attached hereto and incorporated herein by this reference; and
- b. That the City Clerk is hereby authorized and directed to forward a copy of this Resolution to the City's Finance Director, who is hereby authorized and directed to take all actions necessary to implement the terms of this Resolution pertaining to the Fiscal Year 2023-2024 Budget of City.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Morgan Hill at its meeting held on this 23rd day of August 2023 by the following vote:

AYES:	COUNCIL MEMBERS:	None
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None

APPROVED:

ATTEST:

MARK TURNER, Mayor

MICHELLE BIGELOW, City Clerk

∞ CERTIFICATION ∞

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-_____ adopted by the City Council at the meeting held on the 23rd day of August 2023.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

DATE: _____

MICHELLE BIGELOW, City Clerk

EXHIBIT A

AGENDA BUDGET SCORECARD
FISCAL YEAR 2023-2024
ADJUSTMENT #

006

FUND:	246	Countywide Solid Waste Administration
FUNTION:	40	Public Works and Services
DEPARTMENT:	40	Public Services
DIVISION:	5820	Solid Waste Program Management
OBJECT:	42231	Contract Services

AGENDA DATE:	08/23/23
AGENDA ITEM TITLE:	FY 23-24 Countywide Solid Waste Program

	07/01/23 UN-AUDITED BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI- ATIONS	06/30/24 PROJECTED ENDING FUND BALANCE
ORIGINAL BUDGET	276,974	1,398,223	1,397,763	277,434
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	-	-	-
RECOMMENDED ACTION		203,182	203,182	-
RESULT OF RECOMMENDED ACTION	276,974	1,601,405	1,600,945	277,434

**FIRST AMENDMENT TO AGREEMENT
JOINT VENTURE SILICON VALLEY**

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, in its capacity as contracting agent on behalf of the County of Santa Clara Recycling and Waste Reduction Commission Implementation Committee ("CITY") and JOINT VENTURE SILICON VALLEY, a California nonprofit corporation ("CONSULTANT"), hereinafter referred to collectively as the "Parties".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This First Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on _____, _____, 20____.
2. The CITY and CONSULTANT entered into that "Consultant Agreement" made as of July 4, 2023, for consultant services for a maximum compensation of Two Hundred Eighty-Eight Thousand Four Hundred Forty-Five Dollars (\$288,445.00) ("CONSULTANT AGREEMENT"). The CONSULTANT AGREEMENT is attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the CONSULTANT AGREEMENT, as amended, as attached as Exhibit "1," shall remain in full force and effect; except that the following amendments shall be made as set forth below:

A. Paragraph 3 shall be amended by adding the following:

"The services to be performed by CONSULTANT shall consist of the following additional services set forth in Revised Exhibit 'A' dated August 24, 2023:

Santa Clara County Food Recovery 'Enhancements' Program and Surplus to Go: App based Method to Increase Food Recovery Capacity."

B. Paragraph 4.1 shall be amended and replaced in its entirety by the following:

"4.1. **Amount.** Compensation under this Agreement shall not exceed FIVE HUNDRED NINETY-ONE THOUSAND SIX HUNDRED TWENTY-SEVEN DOLLARS (\$591,627.00) and shall be billed based on the rate and basis set forth in Revised **Exhibit B dated August 24, 2023**. If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT, during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for the term exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council."

C. Paragraph 6 shall be amended and replaced in its entirety by the following:

- “6. Performance of Work. CONSULTANT represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by the CONSULTANT in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the CONSULTANT’s profession. By delivery of completed work, CONSULTANT certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. CONSULTANT shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C and **Revised Exhibit C, ‘Schedule of Performance,’ attached hereto and incorporated herein by this reference.** CITY’s City manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement. If CONSULTANT desires to leave or store any of CONSULTANT’s equipment at a CITY site while CONSULTANT is performing work or service pursuant to this Agreement, CONSULTANT will first obtain the consent of CITY’s City manager, or his/her delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at CONSULTANT’s sole risk.”

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[Signatures on the Next Page]

2. **Conflicts.** In the event of a conflict between the terms and provisions of this First Amendment to Agreement and the terms and provisions of the CONSULTANT AGREEMENT, the terms of this First Amendment to Agreement shall govern and control.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; **AND**
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER, OR ASSISTANT TREASURER.

ATTEST:

CITY OF MORGAN HILL

Michelle Bigelow, City Clerk

Date: _____

APPROVED AS TO FORM:

Donald Larkin, City Attorney

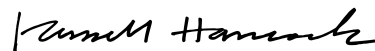
By: _____

Date: _____

Christina Turner, City Manager

Date: _____

JOINT VENTURE SILICON VALLEY



By: _____
Title: Russell Hancock, President & CEO

Print Name and Title of Signer.

If Corporate: Chairman, President,
or Vice President

Date: 08/15/2023



By: _____
Title: Ashley Raggio, Chief Operating Officer

Print Name and Title of Signer.

If Corporate: Secretary, Assistant
Secretary, Chief Financial Officer, or
Assistant Treasurer

Date: 8/16/2023

**REVISED EXHIBIT A
DATED AUGUST 24, 2024
Scope of Services**

TO BE ADDED TO THE EXISTING SCOPE OF SERVICES:

1. Santa Clara County Food Recovery “Enhancements” Program
2. Surplus to Go: App-based Method to Increase Food Recovery Capacity

1. Santa Clara County Food Recovery “Enhancements” Program

Services:

Capacity Enhancements: Small Grant Program

Joint Venture will create a small grant program to fund existing food recovery programs in Santa Clara County. The grant program will focus mainly on infrastructure needs identified in the Capacity Assessment Survey: seven organizations reported the need for additional refrigeration, three for freezers, and six for dry storage. Additionally, we will open the application program to distribution sites, knowing that food isn’t truly ‘recovered’ until it is safely provided to the end recipient.

Capacity Enhancements: Food Waste Prevention Education

Joint Venture will promote and deliver a webinar/in-person education session series for different sectors regulated under SB 1383 (e.g. restaurants, hospitals, schools, large events). The series will promote food waste prevention measures specific to each regulated sector; provide food recovery tips and best practices; and teach businesses and organizations how to comply with SB 1383 and local ordinances. Education for generators about current FRO safety practices will be included.

Services:

- A. Develop localized application process and create a timeline for promoting the grant program, administering the application process, and awarding of funds.

- B. Solicit applications from FRO/FRS and distribution sites in Santa Clara County.
- C. Evaluate applications, and distribute awards.
- D. Report on funding distribution at TAC.
- E. Promote and design 6 webinar/in-person sessions over the course of the fiscal year, targeted towards specific sectors of the food industry.
- F. Conduct at least 6 webinars or in-person sessions.
- G. Solicit feedback from participants about the education sessions, both immediately after the session and 2 months later, regarding effectiveness of training.
- H. Report back on effectiveness of the program to TAC/IC, and share information with contributing jurisdictions for inclusion in CalRecycle reporting.

2. Surplus to Go: App-based Method to Increase Food Recovery Capacity

Use emerging technologies and services to develop a system to distribute surplus food directly from Tier Two businesses and organizations to clients in need free of charge. This will likely be coordinated through an existing mobile technology solution that could bring food assistance clients to restaurants/healthcare facilities for surplus food. The mobile technology company will partner with food recovery organizations who can record the pounds, as they send their clients directly to businesses to pick up the food.

Services:

- A. Partner with an existing technology company to customize and leverage their technology for use in the program.
- B. Partner with Food Recovery Organizations and possibly the Santa Clara County Public Health Department to register clients for the program.
- C. Track key statistics such as the total meals claimed and T1/T2 and client participation in the program anonymously.
- D. Create and share a Final Report with TAC/IC.

EXHIBIT B
Effective August 24, 2023

First Amendment to FY 23-24 JVSJ Consultant Agreement		
Program Management	Cost type	Cost
	Overhead, 20%, to include access to web development, communications support, and accounting.	\$57,689.00
	Staff time. Tasks include database management, Tier review, inspections, education, solicitation of generator and FRO reporting, analysis of reporting results, documentation for CalRecycle compliance for each jurisdiction, communications about the program, FRO list maintenance, and website maintenance, among other tasks. Staff include an Executive Director, Associate Director, Program Manager, and Inspector/Educator.	\$215,000.00
	Travel, inspection, and education supplies, iPad, printing of compliance letters and educational documents, database and extension subscriptions, mailings	\$15,756.00
	Total	\$288,445.00
Surplus to Go	Cost type	Cost
	Overhead, 20%, to include access to web development, communications support, and accounting.	\$20,000.00
	Staff: Assoc director, Executive Director and contractor time	\$60,000.00
	FRO stipend, admin fees, vouchers for clients	\$20,000.00
	Total	\$100,000.00
Capacity Enhancements	Cost type	Cost
	Overhead, 20%, to include access to web development, communications support, and accounting.	\$38,461.00

EXHIBIT B
Effective August 24, 2023

	Staff time. Includes created of educational materials, creation and distribution of 6 prevention webinars, creation of a small grants program, solicitation of applications, awarding of funds, and distribution of funds. Staff include Executive Director, Program Manager, and contracted staff.	\$55,876.00
	Printed materials	\$845.00
	Grants- to be distributed to food recovery organizations and food distribution locations.	\$108,000.00
	Total	\$203,182.00
	REVISED CONSULTANT AGMT AMOUNT	\$591,627.00

REVISED EXHIBIT C SCHEDULE OF PERFORMANCE

TO BE ADDED TO EXISTING SCHEDULE OF PERFORMANCE

Deliverables:

1. Santa Clara County Food Recovery Program Enhancements

- a. Submit a quarterly invoice to Countywide Solid Waste Services (City of Morgan Hill) separated into program components, categorized as Base Program, Infrastructure Enhancements, and Surplus to Go and summarize a list of tasks completed over the previous quarter.
- b. Evaluate FRO and distribution site applications for infrastructure, and distribute awards.
- c. Report on funding distribution at TAC.
- d. Promote and design 6 webinar/in-person sessions over the course of the fiscal year, targeted towards specific sectors of the food industry.
- e. Conduct at least 6 webinars or in-person sessions.
- f. Solicit feedback from participants regarding effectiveness of training.
- g. Report on program to RWRC, TAC and/or IC.

2. Surplus to Go: App-based Method to Increase Tier Two Food Recovery Capacity

- a. Develop and implement an app-based method to distribute recovered food directly to individuals free of charge.
- b. Create and share a Final Report with RWRC, TAC and/or IC.

EXHIBIT 1

128-04-23-038

**CONSULTANT AGREEMENT
Joint Venture Silicon Valley**

THIS AGREEMENT is entered into and becomes effective on 7/4/2023 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, in its capacity as contracting agent on behalf of the County of Santa Clara Recycling and Waste Reduction Commission Implementation Committee ("CITY"), and Joint Venture Silicon Valley a California nonprofit corporation ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to the authority of the City Manager pursuant to Chapter 3.04 of the Morgan Hill Municipal Code.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 2024 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by CONSULTANT shall be the Santa Clara County Food Recovery Program - Base Program and Surplus to Go Program as further described in **Exhibit A**.
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$288,445.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed Two Hundred Eighty-Eight Thousand Four Hundred Forty-Five dollars and shall be billed based on the rate and basis set forth in **Exhibit B**. If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for the term exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council.
 - 4.2. **Billing.** CONSULTANT shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 13 Notices. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.
5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require CONSULTANT to complete certain work product or documents and

CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT. The City Manager of CITY is authorized to terminate this Agreement, in whole or in part, on behalf of CITY.

- 5.1. **Non-Appropriations.** Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for CITY for any reason whatsoever in any fiscal year, for payments due under this Agreement, CITY will immediately notify CONSULTANT of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CITY or are otherwise available for payments.

6. **Performance of Work.** CONSULTANT represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by CONSULTANT in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the CONSULTANT'S profession. By delivery of completed work, CONSULTANT certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. CONSULTANT shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. CITY's City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement. If CONSULTANT desires to leave or store any of CONSULTANT's equipment at a CITY site while CONSULTANT is performing work or service pursuant to this Agreement, CONSULTANT will first obtain the consent of CITY's City Manager, or his/her delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at CONSULTANT's sole risk.

7. **Insurance Requirements.** CONSULTANT shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of CONSULTANT, including its subcontractors, employees and agents, relating to or arising from the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. Any deductibles or self-insured retentions must be declared to and approved by City. CONSULTANT further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to CONSULTANT, at any time as deemed necessary to protect the interests of the CITY.

7.1. **Insurance Types and Amounts.**

- 7.1.1. **Commercial General Liability (CGL).** CONSULTANT shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 7.1.2. **Automobile Liability.** CONSULTANT shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if CONSULTANT does not own automobiles, then CONSULTANT shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00)

combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.3. Workers' Compensation Insurance and Employer's Liability. CONSULTANT shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If CONSULTANT is self-insured, CONSULTANT shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

7.1.4. Pollution (Environmental) Liability. If the performance of CONSULTANT'S work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, CONSULTANT shall procure and maintain Pollution Liability covering the CONSULTANT'S liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.5. Professional Liability.

7.1.5.1. If the performance of CONSULTANT's work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), CONSULTANT shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if CONSULTANT maintains a claims-made policy, CONSULTANT shall provide written evidence of such insurance to the CITY for at least five (5) years after the completion of work performed under this Agreement.

7.1.5.2. If the performance of CONSULTANT's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), CONSULTANT shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

- 7.1.6. Sexual Abuse/Molestation Liability (SML): If the performance of CONSULTANT's work or service under this Agreement involves contact with minors, CONSULTANT shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) two hundred thousand dollars (\$200,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 7.2. Endorsements. CONSULTANT shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:
- 7.2.1. General Liability and pollution liability (when pollution liability applies).
- 7.2.1.1. "Additionally Insured" - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds on a form at least as broad as ISO Form CG 20 10 for ongoing operations.
- 7.2.1.2. "Waiver of Rights of Subrogation" - The insurer waives the right of subrogation against the City of Morgan Hill and CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and
- 7.2.1.3. "Primary and Non-Contributing" - Insurance shall be endorsed to 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 ISO Form CG 20 01.
- 7.2.2. Workers Compensation.
- If the performance of CONSULTANT'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, CONSULTANT'S presence during site visits and meetings, then insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.
- 7.3. Qualification of Insurers. All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better.
- 7.4. Certificates. CONSULTANT shall furnish CITY of Morgan Hill with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, CONSULTANT shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to the CONSULTANT's agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. A "material change" is a change that results in non-compliance with any insurance requirements in this section 7. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

City of Morgan Hill
Attn: Risk Management
17575 Peak Avenue
Morgan Hill, CA 95037

8. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. **Compliance with Law.**

9.1. CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

9.2. Compliance with Wage and Hour Laws: Consultant, 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 and the California Labor Code.

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

Prior Judgments against CONSULTANT and/or its Subcontractors: 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 SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: 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 an subcontractor 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, CONSULTANT shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order,

and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. The City reserves the right to require CONSULTANT to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where CONSULTANT or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, the City reserves the right to withhold payment to CONSULTANT until such judgment, decision or order has been satisfied in full.

Material Breach: 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.

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. 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.

- 10. **Independent Contractor.** CONSULTANT is an independent contractor and not an agent or employee of CITY.
- 11. **Confidentiality.** All data, documents, or other information received by CONSULTANT from CITY or prepared in connection with CONSULTANT'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by CONSULTANT without prior written consent by CITY.
- 12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
- 13. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of CONSULTANT is as follows:

Joint Venture Silicon Valley
Robin Franz Martin, Executive Director, Silicon Valley Food Recovery
P.O. Box 720010
San Jose, CA 95172

Address of CITY is as follows:

Environmental	Services	with a copy to:
Manager/TAC Administrator		City Clerk
City of Morgan Hill		City of Morgan Hill
17575 Peak Avenue		17575 Peak Avenue
Morgan Hill, CA 95037		Morgan Hill, CA 95037

14. **Licenses, Permits and Fees.** CONSULTANT shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes and regulations of the federal, state and local government.

15. **Consultant's Proposal.** If applicable, this Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. **Maintenance of Records.**

16.1. **Maintenance.** CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. CONSULTANT shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3-year period, then CONSULTANT shall retain said records until such action is resolved.

16.2. **Access to and Audit of Records.** The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

16.3. **Ownership of Work Product.** Documents created by CONSULTANT for work performed exclusively for the Recycling and Waste Reduction Commission Implementation Committee shall be the property of the Recycling and Waste Reduction Commission Implementation Committee. CONSULTANT shall provide CITY, in its capacity as contracting agent for the Recycling and Waste Reduction Commission Implementation Committee, with copies of these items upon demand.

17. **Familiarity with Work.** By executing this Agreement, CONSULTANT represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

18. **Time of Essence.** Time is of the essence in the performance of this Agreement.

19. **No Assignment.** Neither this Agreement nor any portion shall be assigned by CONSULTANT, without prior written consent of CITY. Any attempted assignment not first approved by CITY shall be void and, at CITY's option, shall terminate this Agreement effective as of the date of such attempted assignment.

20. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

21. **Defense and Indemnification.**

21.1. Defense and Indemnification. CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

21.2. Exceptions. CONSULTANT is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the CITY.

21.3. Not limited by insurance. The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMS alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.

21.4. Right to Offset. CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Section (21) and any amount due CITY from CONSULTANT arising from CONSULTANT's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

21.5. Interpretation. This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

22. **Entire Agreement; Modification; Conflicting Provisions.** This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only by a subsequent mutual written agreement executed by CITY and CONSULTANT. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

23. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

24. **Interpretation.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

25. **Preservation of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

26. **Binding Agreement.** Notwithstanding the provisions of Section 19 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of CONSULTANT in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

27. ☐ **Data Sharing.** This Agreement requires access by CONSULTANT to CITY's Geographic Information System (GIS) DATA for CONSULTANT to perform the work. CITY agrees to provide the GIS DATA to CONSULTANT solely for the purpose of performance of contracted work with the CITY upon the terms and conditions specified in Exhibit D, incorporated herein by this reference.

28. **Electronic Signatures.** Unless otherwise prohibited by law or CITY policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the CITY.

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[Signatures on Next Page]

29. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

DocuSigned by:
Michelle Bigelow
City Clerk/Deputy City Clerk

Michelle Bigelow
Print Name

Date: 7/5/2023

APPROVED AS TO FORM:

DocuSigned by:
Donald A. Larkin
City Attorney

Donald A. Larkin
Print Name

Date: 6/29/2023

CITY OF MORGAN HILL

DocuSigned by:
Christina Turner
City Manager

Christina J. Turner
Print Name

Date: 7/4/2023

JOINT VENTURE SILICON VALLEY

Russell Hancock
By:

Russell Hancock
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 6/23/2023

Ashley Raggio
By:

Ashley Raggio
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 6/26/2023

EXHIBIT A SCOPE OF SERVICES

Santa Clara County Food Recovery "Base" Program

SB 1383 requires that each jurisdiction in California establish a food recovery program. In Santa Clara County, jurisdictions already working together through the Technical Advisory Committee (TAC) of the Santa Clara County Recycling and Waste Reduction Commission (RWRC) established a county-wide program.

Services for the Santa Clara County Food Recovery "Base" Program will include:

1. Develop and implement a standardized and uniform method to comply with California Code of Regulations, Title 14, Division 7, Chapter 12, "Short-Lived Climate Pollutants." The Program will operate throughout the County and replace the need for each Jurisdiction to create such a program on its own.
2. Maintain the database of Tier 1/Tier 2 entities and food recovery organizations/services, including: keeping contact and other relevant information up to date, recording data related to Food Recovery Reporting, education/outreach; inspections, keeping records of complaints and enforcement actions current; maintaining the functionality and software integrations that enable the Program to efficiently contact regulated entities, support targeted education and outreach activities to different types of Entities, analyze data to support Program decision-making and capacity building, and provide relevant data to the Program and the Implementation Record available to jurisdictions in real-time; maintain current information about Food Recovery organizations/services and food waste prevention services for inclusion on the sccfoodrecovery.org matching tool; and conduct ongoing quality control and data cleaning activities.
3. Each fiscal year, the Program will conduct a review of new Tier 1 and Tier 2 entities, to ensure that as businesses/organizations open in Santa Clara County, the appropriate regulated entities are added to the Tier 1 and Tier 2 lists and assigned to the appropriate Jurisdiction. Businesses that have closed or no longer qualify as Tier 1 or Tier 2 will be identified during the reporting process, and be removed from the regulated business lists.
4. Provide the Jurisdiction with the information and data necessary for the Jurisdiction to make timely required reports to CalRecycle.
5. Retain records of inspections in the Jurisdiction for a minimum of five (5) years.
6. Notify the Jurisdiction promptly about any related issues that require the Jurisdiction's assistance or to request that the Jurisdiction lead in resolving any issue(s) that arises related to non-compliance.
7. Fulfill the annual education requirement for each Jurisdiction. Develop all needed educational materials and distribute to Tier 1 and Tier 2 Generators, and continue extensive educational programming-by phone, email, Zoom and in-person.
8. Solicit required Food Recovery Reports from generators and Food Recovery organizations/services, compile and provide the results to jurisdictions for inclusion in the Implementation Records, and to Santa Clara County for use in future Capacity Planning efforts.
9. Conduct at least 10% in-person and any necessary follow-up inspections for Tier 1 in compliance with CalRecycle expectations. Tier 2 entities and Food Recovery Organizations and Services will only be inspected as necessary.
10. The Program shall supply appropriate content for the web site, SCCFoodRecovery.org, including a list of Food Recovery Organizations and Services (to be updated at least annually) and maintain accessibility for Tier 1 and Tier 2 entities.
11. Represent the interests of the Program with other entities, Counties, and CalRecycle.

12. Develop procedures and timelines for cities and unincorporated County to encourage uniformity in enforcement, which the cities and County would be encouraged to follow.

13. Create a Report about Program activities each September, in advance of next fiscal year's budget conversations. This report shall include a narrative about the Food Recovery Program activities, monitoring statistics, Food Recovery Reporting summary statistics, regulated entity compliance with reporting requirements and compliance based on inspections, including by entity type, total number of pounds of food recovered as reported by generators and FROs, and a summary of all enforcement actions taken. Statistics about food waste prevention and food recovery in Santa Clara County will be shared on the Office of Sustainability website as part of the Sustainability Master Plan Data Dashboard at www.sccsustainabilityplan.org and the Annual Report.

14. Develop and/or implement any portion of the Program not stated above, but outlined in the FY 23-24 Food Recovery Program Memorandum of Understanding (Exhibit D)

EXHIBIT B
SCHEDULE OF COMPENSATION

FOOD RECOVERY PROGRAM BUDGET FY 23-24

Base Program	Cost Type	Cost
<i>Funding Source: Voluntary Contributions from Jurisdictions - Countywide Funds</i>		
	Overhead, 20%, to include access to web development, communications support, and accounting.	\$57,689.00
	Staff time. Tasks include database management, Tier review, inspections, education, solicitation of generator and FRO reporting, analysis of reporting results, documentation for CalRecycle compliance for each jurisdiction, communications about the program, FRO list maintenance, and website maintenance, among other tasks. Staff include an Executive Director, Associate Director, Program Manager, and Inspector/Educator.	\$215,000.00
	Travel, inspection and education supplies, iPad, printing of compliance letters and educational documents, database and extention subscriptions, mailings	\$15,756.00
	Base Program Subtotal	\$288,445.00

EXHIBIT C SCHEDULE OF PERFORMANCE

Deliverables-Santa Clara County Food Recovery Program

- 1. Develop and implement a standardized and uniform method to comply with California Code of Regulations, Title 14, Division 7, Chapter 12, "Short-Lived Climate Pollutants." The Program will operate throughout the County and replace the need for each Jurisdiction to create such a program on its own.**
- 2. Create a report about program activities to distribute in the TAC September meeting packet, and give a presentation at the TAC September meeting, in advance of next fiscal year's budget conversations. This report shall include a narrative about the Food Recovery Program activities, monitoring statistics, Food Recovery Reporting summary statistics, regulated entity compliance with reporting requirements and compliance based on inspections, including by entity type, total number of pounds of food recovered as reported by generators and food recovery organizations (FROs).**
- 3. Share statistics about food waste prevention and food recovery in Santa Clara County with the Office of Sustainability website for inclusion in the Sustainability Master Plan Data Dashboard at www.sccsustainabilityplan.org**
- 4. Distribute CalRecycle Electronic Annual Report data to each jurisdiction by June 30, 2024.**
- 5. Submit a quarterly invoice to Countywide Solid Waste Services (City of Morgan Hill) separated into program components and summarize a list of tasks completed over the previous quarter.**

Exhibit D

**MEMORANDUM OF
UNDERSTANDING AMONG LOCAL
PUBLIC AGENCIES IN
SANTA CLARA COUNTY
FOR FOOD RECOVERY PROGRAM COSTS**

SECTION 1. OVERVIEW

This Memorandum of Understanding ("MOU") is between the cities of Cupertino, Gilroy, Los Altos, Milpitas, Morgan Hill, Mountain View, Palo Alto, San José, Santa Clara, and Sunnyvale; the town of Los Altos Hills; the County of Santa Clara; and the West Valley Solid Waste Management Authority on behalf of its member agencies, the cities of Campbell, Monte Sereno and Saratoga; and town of Los Gatos; collectively "Parties" or individually as a "Party."

SECTION 2. RECITALS

WHEREAS, the signatory Parties are also "PARTIES" to the Memorandum of Agreement for the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee, which is a Committee of the County of Santa Clara Recycling and Waste Reduction Commission that advances the interests of Party jurisdictions by performing technical and policy review to inform parties and advise the Commission on solid waste management issues, and bring together varied expertise and viewpoints for planning and implementing the Commission approved annual workplan and budget;

WHEREAS, the Parties have previously agreed to jointly fund the cost of a countywide edible food recovery program to satisfy their respective obligations under SB 1383 (2016) and the corresponding regulations;

WHEREAS, the County of Santa Clara is the Fiscal Agent for the Technical Advisory Committee (TAC) to the Santa Clara County Recycling and Waste Reduction Commission and the City of Morgan Hill is the Administrator and Contracting Agent for the TAC;

WHEREAS, the City of Morgan Hill, as Program Administrator and Contracting Agent, has contracted with Joint Venture Silicon Valley to implement and manage the countywide Food Recovery Program ("Program") for Fiscal Year 2023/24;

WHEREAS, the Parties desire to execute this MOU to provide for their respective share of costs for the Program;

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 3. PURPOSE OF THE MOU

The purpose of this MOU is to establish a means of requiring:

Payment by the Parties for their share of the costs for implementation of the Program.

SECTION 4. EFFECTIVE DATE

This MOU shall be effective upon execution of this MOU by all Parties ("Effective Date").

SECTION 5. PAYMENTS UNDER THIS MOU

For purposes of the Program, the County of Santa Clara is the Fiscal Agent and the City of Morgan Hill is the TAC Administrator and Contracting Agent, as specified in the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee MOA.

The Parties agree to share costs for the services as described in Exhibit A of this MOU.

The County of Santa Clara will, within thirty (30) days of the Effective Date of this MOU, submit to the other Parties an invoice for the amounts due under the MOU. Each party will make their payment to the County of Santa Clara based on the invoice amount.

SECTION 6. RECORDS AND ACCOUNTS

The County of Santa Clara will keep complete and accurate financial records related to accomplishing the purposes of this MOU. Upon reasonable notice to the County of Santa Clara, any Party to this MOU may inspect the financial records related to this MOU.

SECTION 7. FURTHER ASSURANCES

Each Party will adopt, execute, and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the Parties' performance of their obligations under this MOU.

SECTION 8. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to all other Parties as follows:

Authority: Each Party has the full legal right, power and authority under the laws of the State of California to enter into this MOU and to carry out all of its obligations herein.

Due Execution: Each Party's representatives who sign this MOU are duly authorized to sign and bind their respective agency.

SECTION 9. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved in this MOU is exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise, and all such remedies may be exercised without exhausting and without regard to any other remedy.

SECTION 10. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, the Parties agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Party under this MOU. No Party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of any other Party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Party under this MOU. The obligations set forth in this paragraph will survive termination and expiration of this MOU.

SECTION 11. SEVERABILITY

The provisions of this MOU shall be severable, and if any clause, sentence, paragraph, provision or other part shall be adjudged by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU will be valid and binding on the Parties.

SECTION 12. AMENDMENTS

This MOU may only be amended by a written instrument signed by the Parties.

SECTION 13. COUNTERPARTS

This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

SECTION 14. USE OF ELECTRONIC SIGNATURES

Unless otherwise prohibited by law, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by

facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the City of Morgan Hill. For the purposes of this agreement, the approved methods of signing shall be via DocuSign or original ink signature signed in counterpart and scanned over to the CITY via electronic mail.

SECTION 15. INTERPRETATION, PRIOR AGREEMENTS AND AMENDMENTS.

This MOU, 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 MOU, the terms specified in the body of this MOU shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This MOU may be modified only by a written amendment duly executed by the Parties to this MOU.

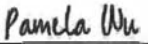
SECTION 16. NO LEGAL RELATIONSHIP

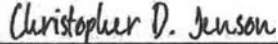
By entering into this MOU, the Parties are neither forming, nor do they intend to form a partnership, agency, or any other legal entity relationship. No Party is authorized to bind or to act as the agent or legal representative of the other Party for any purpose, and neither Party is granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of any other Party.

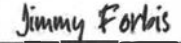
SECTION 17. GOVERNING LAW, VENUE

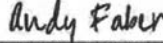
This MOU has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this MOU shall be in the County of Santa Clara.

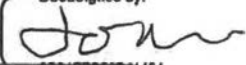
IN WITNESS OF, the Parties have executed the MOU as of the last date set forth below:

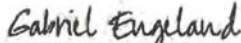
DocuSigned by:

 AA82FFC291C742B
 City of Cupertino - City Manager
 Date: 5/2/2023

DocuSigned by:

 4FA8827CD2B74E4
 Approval as to form, Cupertino
 Date: 5/1/2023

DocuSigned by:

 FAB7DCFFD6264E3
 City of Gilroy - City Manager
 Date: 5/2/2023

DocuSigned by:

 1B78C8EB5B6647B
 Approval as to form, Gilroy
 Date: 5/4/2023

DocuSigned by:

 0B31E7C58B414B4...
 Date: 5/1/2023

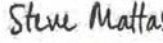
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City of Los Altos - City Manager
Date: 5/1/2023

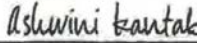
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Approval as to form, Los Altos
Date: 5/1/2023

DocuSigned by:

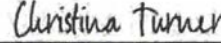
Town of Los Altos Hills - Town Manager
Date: 5/1/2023

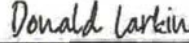
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Approval as to form, Los Altos Hills
Date: 5/19/2023

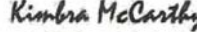
DocuSigned by:

City of Milpitas - City Manager / ACTING
Date: 5/10/2023

DocuSigned by:

Approval as to form, Milpitas
Date: 5/1/2023

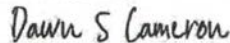
DocuSigned by:

City of Morgan Hill - City Manager
Date: 5/5/2023

DocuSigned by:

Approval as to form, Morgan Hill
Date: 5/1/2023

DocuSigned by:

City of Mountain View - City Manager
Date: 5/5/2023

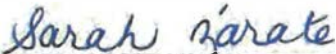
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Approval as to form, Mountain View
Date: 5/3/2023

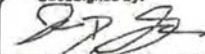
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City of Mountain View - Public Works Director
Date: 5/1/2023

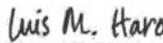
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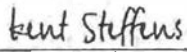
City of Mountain View - Finance/
Administrative Services Director
Date: 5/2/2023

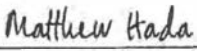

City of San Jose - City Manager
Date: 5/26/2023

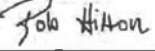

Approval as to form, San Jose
Date: 6/1/2023

DocuSigned by:

City of Santa Clara - City Manager
Date: 5/7/2023

DocuSigned by:

Approval as to form, Santa Clara (City)
Date: 5/22/2023

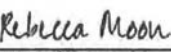
DocuSigned by:

City of Sunnyvale - City Manager
Date: 5/2/2023

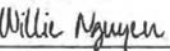
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County of Santa Clara - Director of Procurement
Date: 5/1/2023

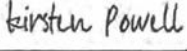
DocuSigned by:

West Valley Solid Waste Management
Authority - President
Date: 5/1/2023

DocuSigned by:

City of Palo Alto - City Manager
Date: 5/5/2023

DocuSigned by:

Approval as to form, Sunnyvale
Date: 5/1/2023

DocuSigned by:

Approval as to form, Santa Clara County
Date: 5/1/2023

DocuSigned by:

Approval as to form, West Valley Solid
Waste Management Authority
Date: 5/8/2023

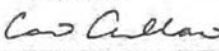
DocuSigned by:

Approval as to form, City of Palo Alto
Date: 5/11/2023

EXHIBIT A

COSTS AND SCOPE OF SERVICES

Proposed Jurisdiction Contributions for Base Program and Infrastructure - FY 23-24 Program Costs									
Jurisdictions	Initial Local Asst. Grant (LAG) Allocation	Initial program "pledge" 19% of LAG	Tier 1 Generators	Tier 2 Generators	Total Generators	Base Program Contract Cost (\$133 per generator)	Base Program Contribution (\$133 per generator)	Potential Infrastructure Enhancements	Enhancement Contribution
Campbell	\$ 55,495	\$ 10,544	11	49	60	\$ 7,980	\$ 7,980	\$ 2,564	\$ 2,564
Cupertino	\$ 77,953	\$ 14,811	10	80	90	\$ 11,970	\$ 11,970	\$ 2,841	\$ 2,841
Gilroy	\$ 75,255	\$ 14,298	11	48	59	\$ 7,847	\$ 7,847	\$ 6,451	\$ 6,451
Los Altos	\$ 41,038	\$ 7,797	7	34	41	\$ 5,453	\$ 5,453	\$ 2,344	\$ 2,344
Los Altos Hills	\$ 20,000	\$ 3,800	0	2	2	\$ 266	\$ 266	\$ 3,534	\$ 3,534
Los Gatos	\$ 41,465	\$ 7,878	10	45	55	\$ 7,315	\$ 7,315	\$ 563	\$ 508
Milpitas	\$ 100,259	\$ 19,049	21	92	113	\$ 15,029	\$ 15,029	\$ 4,020	\$ 4,020
Monte Sereno	\$ 20,000	\$ 3,800	0	1	1	\$ 133	\$ 133	\$ 3,667	\$ 3,667
Morgan Hill	\$ 63,156	\$ 12,000	15	43	58	\$ 7,714	\$ 7,714	\$ 4,286	\$ 4,286
Mountain View	\$ 109,638	\$ 20,831	17	114	131	\$ 17,423	\$ 17,423	\$ 3,408	\$ 3,408
Palo Alto	\$ 89,759	\$ 17,054	7	106	113	\$ 15,029	\$ 15,029	\$ 2,025	\$ 2,025
San Jose	\$ 1,351,654	\$ 256,814	212	787	999	\$ 132,702	\$ 132,702	\$ 124,112	\$ 124,112
Santa Clara	\$ 172,504	\$ 32,776	40	162	202	\$ 26,866	\$ 26,866	\$ 5,910	\$ 5,910
Saratoga	\$ 41,085	\$ 7,806	2	26	28	\$ 3,724	\$ 3,724	\$ 4,082	\$ 4,082
Sunnyvale	\$ 202,777	\$ 39,368	26	144	170	\$ 22,610	\$ 22,610	\$ 16,758	\$ 16,758
Unincorporated SCC	\$ 113,337	\$ 23,000	13	35	48	\$ 6,384	\$ 6,384	\$ 16,616	\$ 16,616
Totals	\$ 2,575,374	\$ 491,627	402	1768	2170	\$ 288,445	\$ 288,445	\$ 203,182	\$ 203,182
West Valley Cities: FY 23-24 contributions funded by West Valley Solid Waste Management Authority							\$ 19,152		\$ 10,876

Note: Initial program pledge was based on program cost estimate before program establishment and experience with program scope of work.

Enhancement Contributions may be reduced, but not the Base Program Contribution.

Contributions to Infrastructure Enhancements by each agency are subject to change pending final approvals by each Agency.

EXHIBIT A: SCOPE OF SERVICES

Base Program – Countywide Food Recovery Program Management

From July 1, 2023 to June 30, 2024, Joint Venture Silicon Valley will run the Santa Clara County Food Recovery Program, serving as the food recovery program (Program) on behalf of all jurisdictions (Jurisdictions) of the Parties, and coordinating with any Party performing their own enforcement.

The Base Program

1. Will develop and coordinate a standardized and uniform method to comply with California Code of Regulations, Title 14, Division 7, Chapter 12, “Short-Lived Climate Pollutants.” The Program will operate within the Party’s boundaries and replace the need for the Party to create such a program on its own.
2. Each year by March, the Program will conduct a review of new Tier 1 and Tier 2 Entities, to ensure that as businesses open in Santa Clara County, the appropriate regulated entities are added to the Tier 1 and Tier 2 lists. Closing businesses will be identified during the reporting process, and be eliminated from the lists.
3. Provide Parties with requirements for inclusion in the ‘large event’ list requested from each Party, as well as provide electronic materials for distribution for large event planners.
4. Shall provide Parties with the information and data necessary for the Parties to make their required reports to CalRecycle.
5. Shall retain records of inspections for each Party for a minimum of five (5) years.
6. Shall notify the Party promptly about any related issues that require the Party’s assistance or to request the Party lead in resolving the issue(s) that arise related to non-compliance.
7. Shall fulfill the annual education requirement for the Parties and provide the data needed for the Parties to complete required CalRecycle reports.
8. Shall conduct generator and Food Recovery Organization/Services requests for reports, compile the results, and communicate those results to the jurisdictions for inclusion in the Implementation Record Data Summary, and to Santa Clara County for use in future Capacity Planning efforts.
9. Shall conduct inspections and monitoring in compliance with CalRecycle expectations for Tier One businesses, Tier Two entities and Organizations, and Food Recovery Organizations and Services.
10. The Program shall supply appropriate content for the web site, SCCFoodRecovery.org, as well as a list of Food Recovery Organizations and Services. The list will be annually updated and made accessible to Tier 1 and 2 Entities.

11. The Program leadership shall represent the interests of the Program with other entities, Counties, and CalRecycle.
12. The Program leadership shall create reports about Program activities at the end of each fiscal year. These reports shall include monitoring statistics, details on overall compliance, compliance in certain sectors, total number of pounds of food recovered, and a summary of all enforcement actions taken.
13. Statistics about food recovery in Santa Clara County will be shared on the Office of Sustainability website as part of the Sustainability Master Plan Data Dashboard and the Annual Sustainability Report.

All Parties to this MOU will receive the Base Program services.

Infrastructure Enhancements Program

As shown in Exhibit A of this MOU, jurisdictions have chosen to contribute to the edible food recovery Infrastructure Enhancements Program which will direct additional food recovery resources to participating jurisdictions between July 1, 2023 and June 30, 2024. The Infrastructure Enhancements Program will include two subprograms, described as follows:

- 1) Small Capacity Grants. Grants will be issued to increase the food recovery capacity of food recovery organizations that serve contributing jurisdictions. Applications will be solicited, awards will be issued, and funds will be distributed. Joint Venture Silicon Valley will provide information for Annual Reporting that shows how contributions to this subprogram were spent on behalf of each participating Agency.
- 2) Food Waste Prevention Classes. A webinar/in-person series will be advertised for different sectors regulated under SB 1383 (e.g., restaurants, hospitals, schools, large events). The series will promote food waste prevention measures specific to each regulated sector, provide food recovery tips and best practices, and teach businesses and organizations how to comply with SB 1383 and local ordinances. The series will start with Tier 2, and then move into Tier 1 groups that answered 'zero pounds' in their reports, if funding allows. Joint Venture Silicon Valley will provide information for Annual Reporting that shows how contributions to this subprogram were spent on behalf of each participating Party.

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to michelle.bigelow@morganhill.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Morgan Hill as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Morgan Hill during the course of your relationship with City of Morgan Hill.

CITY COUNCIL STAFF REPORT

MEETING DATE: August 23, 2023

PREPARED BY:

Kim Mancera, Deputy City Clerk

APPROVED BY: City Manager

ADOPT ORDINANCE 2347, NEW SERIES, AMENDING SECTION 18.24.020 (LAND USE REGULATIONS) OF 18.24 (COMMERCIAL ZONING DISTRICTS) OF TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL IMPLEMENTING MINOR AMENDMENTS TO THE ADMINISTRATIVE OFFICE (CO) ZONING DISTRICT TO ALLOW VEHICLE-RELATED USES AND OTHER COMPATIBLE USES ON MINIMUM ONE-ACRE LOTS

RECOMMENDATION(S)

Waive the reading, adopt Ordinance No. 2347, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

COUNCIL PRIORITIES, GOALS & STRATEGIES

2022-2023 Strategic Priorities

Fiscal Sustainability

Economic Development

Guiding Documents

Economic Blueprint

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

On June 21, 2023, the City Council introduced Ordinance No. 2347 New Series, by the following roll call vote: AYES: Borgioli, Libreros, Turner; NOES: Martinez Beltran, Spring; ABSTAIN: None; ABSENT: None.

On June 21, 2023, City staff introduced an ordinance amending section 18.24.020 (Land Use Regulations) of 18.24 (Commercial Zoning Districts) of Title 18 (Zoning) of the Municipal Code of the City of Morgan Hill with proposed minor amendments to the Administrative Office (CO) Zoning District to allow vehicle-related uses and other compatible uses on minimum one-acre lots. After significant discussion and listening to community comments, the City Council approved the first reading of the proposed ordinance on a 3-2 vote. As part of the City Council adoption of the proposed ordinance, the City Council directed staff to return to the City Council with specific design

guidelines for vehicle sales. These guidelines are included in a separate agenda item under "Other Business."

COMMUNITY ENGAGEMENT:

Inform/Engage

A 10-Day public hearing notice was published in the Friday, June 9, 2023 edition of the Morgan Hill Times pursuant to Government Code Sections 65090-65096. Notices were also provided on the City's 411, City's website, and via social media. On May 9, 2023, the Planning Commission held a public hearing regarding the proposed ordinance amendments in which a 10-day public hearing notice was published in the Friday, April 21, 2023 edition of the Morgan Hill Times.

The City's Economic Development team presented the proposed Zoning Code Text Amendment to the Morgan Hill Chamber of Commerce's Economic Development Committee on May 11, 2023 and conducted a Neighborhood meeting on June 15, 2023. The Neighborhood meeting was promoted in the City's 411.

On Monday, July 31, City staff held a meeting with community stakeholders who had previously expressed an interest in the CO Zoning Text Amendment and the location of auto/vehicle dealers on the Trammell Crow North 30 property to hear their concerns and gather feedback to be included in the design guidelines.

On August 8, 2023, staff held a public workshop with the Planning Commission to review draft design guidelines and receive additional input.

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On May 9, 2023, the Planning Commission recommended approval of the Zoning Code Text Amendment on a vote of 4-1 with two members absent.

In January 2023, the City Council reaffirmed the Economic Development department's strategic priorities to include the attraction and recruitment of hotels and auto dealers.

On December 18, 2019, the City Council adopted Ordinance No. 2310 N.S., amending various sections of Title 18- Zoning of the City of Morgan Hill Municipal Code. The update included amendments to provide distinct definitions and standards for standalone convenience markets, convenience markets with fueling stations, and liquor stores.

On June 6, 2018, the City Council adopted Ordinance No. 2277 N.S., a comprehensive update of Title 18 – Zoning of the City of Morgan Hill Municipal Code. The update included an amendment to the City's official zoning map consistent with the Morgan Hill 2035 General Plan.

In April 2017, the City Council unanimously adopted the 2017 Morgan Hill Economic Blueprint that identified Retail as a key strategy for long-term economic sustainability.

In 2002, 2003, 2013, 2014, and 2017, the City created and utilized the Auto Incentive program to attract and expand new auto dealers to the City of Morgan Hill.

FISCAL AND RESOURCE IMPACT:

No fiscal impact.

CEQA (California Environmental Quality Act):

There are no new significant environmental impacts or previously identified significant impacts associated with the Project. Therefore, the City determined that an Addendum to the Morgan Hill 2035 General Plan Final Environmental Impact Report (EIR) is the appropriate California Environmental Quality Act (CEQA) document to address project modifications in accordance with CEQA Guidelines Section 15164. CEQA Guidelines Section 15164(c) provides that an addendum need not be circulated for public review.

ORDINANCE NO. 2347, NEW SERIES

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL AMENDING SECTION 18.24.020 (LAND USE REGULATIONS) OF CHAPTER 18.24 (COMMERCIAL ZONING DISTRICTS) OF TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL IMPLEMENTING MINOR AMENDMENTS TO THE ADMINISTRATIVE OFFICE (CO) ZONING DISTRICT TO ALLOW VEHICLE-RELATED USES AND OTHER COMPATIBLE USES ON MINIMUM ONE-ACRE LOTS

THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES ORDAIN AS FOLLOWS:

Section 1. Table 18.24-1 (Permitted Land Uses in the Commercial Zoning Districts) within Section 18.24.020 (Land Use Regulations) of Chapter 18.24 (Commercial Zoning Districts) of Title 18 (Zoning) is hereby amended to read as follows:

Table 18.24-1 Permitted Land Uses in the Commercial Zoning Districts

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required — Use not allowed	Zoning District					Additional Regulations
	CO	CN	CG	CH	CS	
Residential Uses						
Caretaker Quarters	—	—	C	—	C	
Nursing Homes and Long-Term Care	C	C	C	—	—	
Residential Care Facilities	—	C	—	—	—	
Public and Quasi-Public Uses						
Colleges and Trade Schools	—	C	C	—	—	

Community Assembly	C	C	C	—	—	
Cultural Institutions	C	C	C	—	C	
Day Care Centers	—	C	A	—	C	
Government Offices	—	P	P	—	C	
Instructional Services	P	A	A	A	A	
Medical Offices and Clinics	P	P	P	A	C	
Schools, Public and Private	C	C	C	—	—	
Social Services	C	C	C	—	C	
Commercial Uses						
Animal-Related Uses	—					
Animal Boarding	—	C	C	—	C	
Veterinarian Clinics and Hospitals	P	A	A	A	P	
Banks and Financial Institutions	P	P	P	P	P	
Business Support Services	—	P	P	P	P	
Cinemas and Theatres	—	A	A	A	A	
Commercial Recreation, Indoor						
≤ 15,000 sq. ft.	C	P	P	P	P	
> 15,000 sq. ft.	—	C	C	C	C	
Drive-Through and Drive-In Facilities	C	C	C	C	C	18.92.040
Eating and Drinking Uses						
Bars and Nightclubs	—	C	C	—	—	
Restaurants, Fast Food	P[4]	C	P	P	C	

Restaurants, Sit-Down	P[4]	C	P	P	C	
Tasting Rooms	P[4]	C	A	P	C	
Funeral Parlors and Mortuaries	—	—	C	—	C	
Lodging Facilities						
Hotels and Motels	—	C	A	P	A	
Mini-Storage	—	—	C	—	C	
Personal Services	P	P	P	—	C	
Plant Nurseries	—	—	C	—	P	
Professional Offices	P	P	P	P	P	
Retail Uses						
Convenience Markets	—	C	C	C	C	
Convenience Market with Fuel and Service Station	C[4]	C	C	C	C	
General Retail	P[4]	P	P	P	C	
Home Improvement Centers	—	—	P	—	P	
Liquor Store	—	C	C	C	C	
Large Commodity Retail	—	—	C	—	C	
Vehicle-Related Uses						
Convenience Market with Fuel and Service Station	C[4]	C	C	C	C	
Fuel and Service Stations	C[4]	C	C	C	C	
Towing and Impound	—	—	—	—	C	
Vehicle Rentals	P[4]	C [2]	C [2]	P	P	

Vehicle Repair and Maintenance, Minor	P[4][5]	—	C	—	P	
Vehicle Sales and Leasing	P[4]	C [1]	C [1]	P	P	
Vehicle Washing	C[4]	C	C	C	C	
Wholesaling	—	—	C	—	P	
Industrial Uses						
Construction and Material Yards	—	—	—	—	C	
Food and Beverage Production						
< 5,000 sq. ft. [3]	—	A	A	A	A	
5,000 sq. ft. to 10,000 sq. ft. [3]	—	A	A	C	A	
> 10,000 sq. ft.	—	—	—	—	C	
Research and Development	—	—	—	—	C	
Warehousing and Distribution, Large and Small	—	—	—	—	C	
Transportation, Communication, and Utility Uses						
Freight Terminals and Transfer	—	—	—	C	—	
Light Fleet-Based Services	—	C	C	—	C	
Parking Lots and Structures	—	—	C	—	C	
Recycling Facilities						
Reverse Vending Machine	—	C	C	C	C	
Recycling Collection Facility	—	—	—	—	C	
Transportation Terminals		—	—	—	C	
Utilities, Major	—	—	C	—	C	

Wireless Communications Facilities	See Chapter 18.96					
Other Uses						
Accessory Uses	See Chapter 18.44					
Temporary Uses	See Section 18.92.150					

Notes:

[1] Allowed only when conducted entirely within an enclosed building without outdoor storage and display of vehicles.

[2] Vehicles stored outdoors must be fully screened from public view.

[3] On-site wholesale or retail sales required.

[4] Allowed only on a lot sized one-acre or greater.

[5] Allowed only when associated with an on-site or off-site automotive manufacturer.

Section 2. **Severability.** Should any provision of this ordinance be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such provision shall be severed from the ordinance, and such severance shall not affect the remainder of the ordinance.

Section 3. **Effective Date; Posting.** This Ordinance shall take effect on the 31st day following adoption. The City Clerk is hereby directed to publish this Ordinance or a summary thereof pursuant to Government Code Section 36933.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE CITY COUNCIL HELD ON THE 21st DAY OF JUNE, 2023, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE 23RD DAY OF AUGUST, 2023, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:

AYES: **COUNCIL MEMBERS:**
NOES: **COUNCIL MEMBERS:**
ABSTAIN: **COUNCIL MEMBERS:**
ABSENT: **COUNCIL MEMBERS:**

APPROVED:

ATTEST:

MARK TURNER, Mayor

MICHELLE BIGELOW, City Clerk

CERTIFICATE OF THE CITY CLERK

I, MICHELLE BIGELOW, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 2347, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the 23rd day of August, 2023.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

DATE: _____

MICHELLE BIGELOW, City Clerk

CITY COUNCIL STAFF REPORT

MEETING DATE: August 23, 2023

PREPARED BY:

David Gittleson, Associate Engineer

APPROVED BY: City Manager

APPROVE ACQUISITION OF SEWER EASEMENT (TSAI) APN 841-09-061 FOR THE SEWER RELIEF TRUNK LINE PROJECT

RECOMMENDATION(S)

1. Adopt resolution approving the purchase of a sewer easement (4,046 square feet), APN 841-09-061 for \$50,000 plus escrow and closing costs from Undine Tsai, Trustee, for the Sewer Relief Trunk Line Project; and
2. Authorize the City Manager to execute all documents and make minor modifications as necessary in order to consummate the transaction.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Protecting the Environment and Preserving Open Space and Agricultural Land

Maintaining and Enhancing Infrastructure

2022-2023 Strategic Priorities

Fiscal Sustainability

Guiding Documents

Morgan Hill 2035 General Plan

Wastewater System Master Plan

REPORT NARRATIVE:

Hydroscience Engineers, Inc. were initially hired in May 2016 to design a sewer trunk line between Highland Avenue to Cohansey Avenue. The following year, City Council extended the design to Renz Lane in Gilroy, approximately seven miles in total length, to complete the full design. To date, the alignment has been approved by the City of Gilroy City Council and the plans are 98% complete. Excluding the Tsai easement, there are a total of two sewer easements remaining that will need to be acquired by the City of Morgan Hill in order to install the sewer trunk. One easement is needed from PG&E and the other by the City of Gilroy. Staff is currently working with both agencies to acquire these easements. This staff report focuses on the (Tsai) private citizen easement.

In September 2021, the City notified the Tsai family that a sewer easement was required for the Sewer Relief Trunk Project. In January 2022, the City made an initial offer to the Tsai family for an appraised value of \$45,000, which consisted of 4,046 square feet of easement. The Tsai family reviewed the City's offer and countered with \$50,000, citing the appraisal was more than 6 months old and that the property had development potential. Since an updated appraisal cost is \$5,000 and takes a few months to prepare, staff concluded that agreeing to their offer is more efficient and avoids high condemnation costs should an agreeable amount not be reached. Subsequently, a Property Purchase Agreement was prepared and signed by the property owner (Attachment 1). Staff, therefore, recommends that City Council approve the property purchase as: 1) the property is required for the project, 2) the owner is a willing seller, 3) the settlement increase is relatively small, and 4) the cost to litigate would be substantially greater. The purchase price is thus \$50,000 plus escrow, closing costs, attorney review fees, and title insurance.

Also attached (Attachment 2) is the Sewer Easement and Maintenance Agreement for County recordation, executed by the owners.

COMMUNITY ENGAGEMENT:

Inform

Numerous community engagement and design meetings were held throughout the early planning and design phases of the project. In addition, the Environmental Report process also included opportunities for the community to provide input regarding the scope, content, and potential environmental impacts from the project.

ALTERNATIVE ACTIONS:

No feasible alternative options. Without the sewer easements, the City would not be able to install the sewer relief trunk line as designed. The current alignment was previously approved by the City of Gilroy. Changing the alignment now would be cost prohibitive and would not guarantee that other easements would not be required.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On May 4, 2016, City Council approved a design agreement with HydroScience Engineers, Inc. for \$651,760 for the preparation of design plans and specifications for the sewer trunk segment between Highland and Cohansey.

On April 19, 2017, City Council approved a First Amendment with Hydrosience Engineers, Inc. for \$521,900 to accelerate the design and complete the design to Renz Lane in Gilroy.

On December 15, 2021, City Council approved a Fourth Amendment with Hydrosience for an additional \$75,000 and approved and certified the project Mitigated Negative Declaration.

On November 16, 2022, City Council approved the acquisition of the Patel sewer

easement for the Sewer Relief Trunk Line Project.

FISCAL AND RESOURCE IMPACT:

Sufficient funds for the \$50,000 sewer easement acquisition plus escrow and closing costs have been budgeted for the project. Closing costs are estimated at \$2,000 and the Tsai Family has requested the City cover their attorney review fees, which have been identified as a fixed cost of \$5,000. Thus, the total price to acquire the easement is roughly \$57,000. The project is budgeted in the approved Fiscal Year 2022-23 Capital Improvement Program under CIP #308A08 with \$3,000,000 from the Sewer Impact Fund (641).

CEQA (California Environmental Quality Act):

Not a Project

The sewer easement acquisition is not considered a project, as defined in Section 15378 of the State CEQA Guidelines. However, the Sewer Relief Trunk Line project itself is a project. David J. Powers prepared an Initial Study and the City Council approved and certified a mitigated negative declaration at the December 15, 2021 City Council meeting.

**City of Morgan Hill
EASEMENT PURCHASE
AGREEMENT**

This Easement Purchase Agreement (the "Agreement") is between Undine Y. Tsai, as Trustee of the Trust B under the David Y. Tsai and Undine Y. Tsai Living Trust dated September 3, 2019 ("PROPERTY OWNER" or "GRANTOR") and the City of Morgan Hill, a municipal corporation ("CITY" or "GRANTEE"). GRANTOR and GRANTEE may collectively be referred to as Parties.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed by the Parties as follows:

1. Entire Agreement

The Parties have herein set forth the whole of their agreement. GRANTOR agrees to sell and GRANTEE agrees to purchase a sanitary sewer easement as described in Exhibits A and B, being a portion of property in Santa Clara County APN 841-09-061 ("EASEMENT") for use by GRANTEE on the Sewer Trunk Line Project ("PROJECT"). Specifically, GRANTOR agrees to grant the EASEMENT on the terms and conditions set forth in this Agreement. The form of the EASEMENT is attached hereto as Exhibit C.

2. Public Purpose

CITY and GRANTOR acknowledge and agree that the EASEMENT being acquired hereunder is for public use and is necessary for the construction, operation and maintenance of the PROJECT, a public project.

3. Consideration

The payment as described herein is the total compensation to be paid to GRANTOR. No additional compensation shall be paid to the GRANTOR by the GRANTEE.

4. Delivery of Documents

Prior to or concurrently with the execution of this Agreement, GRANTOR shall execute and deliver the Sanitary Sewer Easement and Maintenance Agreement suitable for recordation to the Old Republic Title Company ("ORTC") located at 18625 Sutter Boulevard #950, Morgan Hill, CA 95037, conveying from GRANTOR to CITY the EASEMENT as indicated in Exhibits A and B, incorporated herein by this reference, covering the property particularly described therein. GRANTOR agrees to execute all other documents necessary to complete the transaction transferring EASEMENT from GRANTOR to GRANTEE. GRANTEE shall not be deemed to have accepted delivery of the EASEMENT until such time as the EASEMENT is approved and accepted by the City Council of the City of Morgan Hill.

5. Purchase Price and Title

A. The purchase price for the sanitary sewer easement is \$50,000.00. CITY shall pay the sum of Fifty Thousand Dollars (\$50,000.00) for the EASEMENT identified in Exhibits "A" and "B" attached hereto and made a part hereof, to ORTC within thirty (30) days of the Parties' execution of this Agreement, for the account of the GRANTOR, conditioned upon the EASEMENT vesting in CITY as described below. ORTC shall

disburse said payment to GRANTOR immediately upon recordation of the EASEMENT via wire transfer with wire instructions to be provided by GRANTOR.

B. CITY shall pay all escrow, recording and title insurance charges, if any, incurred in this transaction.

C. Furthermore, and in addition to all other payment obligations set forth herein, City shall pay to GRANTOR the sum of \$5,000 to ORTC within thirty (30) days of the Parties' execution of this Agreement, for the account of the GRANTOR, conditioned upon the EASEMENT vesting in CITY, as consideration for GRANTOR's fees and costs incurred in preparation of these documents. ORTC shall disburse said payment to GRANTOR immediately upon recordation of the EASEMENT via wire transfer with wire instructions to be provided by GRANTOR.

D. Close of escrow for this transaction shall be contingent upon the title company receiving necessary documentation from any deed of trust or mortgage holder trustees and beneficiaries to subordinate the current loan secured by the deed of trust dated September 25, 2020.

6. Improvements

Except as may be otherwise provided herein, the purchase price for the EASEMENT includes compensation for any and all improvements, including but not limited to pavement and curb. The parking lot pavement is in very poor condition, including several pot holes and alligator cracks. GRANTEE agrees to replace the pavement in the parking lot that is required to be removed as part of the PROJECT. GRANTEE agrees to replace the curb in the parking lot that is required to be removed as part of the PROJECT. It is anticipated that one cypress tree shall be removed and replaced as part of the PROJECT. The tract of the gate will be removed and replaced.

7. Permission to Enter Grantor's Property and Right of Possession

Upon recordation of the EASEMENT, permission is hereby granted by GRANTOR to CITY or its authorized agent(s) to enter on the area of land comprising the EASEMENT and to commence work on the PROJECT. It is agreed and confirmed by the Parties hereto that, notwithstanding the other provisions in this Agreement, the right of possession and use of the EASEMENT by CITY, and/or its designees or assignees, including the right to install and connect utilities, shall commence on the execution of this Agreement by the Parties. CITY shall keep GRANTOR reasonably informed of its work, including the anticipated commencement date and schedule for such work.

8. City Performed Work / Indemnity and Defense

All work done under this Agreement or the Easement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by CITY, shall be left in as good condition as found. To the fullest extent permitted by law, Grantee and its successors, assigns, and heirs shall indemnify, defend and hold the Grantor and its Successors harmless from and against any and all liabilities, claims, demands, lawsuits, judgments, fees, levies, damages, costs and expenses, including attorneys' fees and expert costs, arising out of or relating to (i) the use of, occupancy of, or improvements

installed or construction in, on or under the Easement (including but not limited to the Sewer Improvements), (ii) third party claims relating to the failure of the improvements (including but not limited to the Sewer Improvements) constructed in, on or under the Easement, (iii) for environmental hazards resulting from improvements installed or construction in, on or under the Easement (including but not limited to the Sewer Improvements and including but not limited to the failure of such improvements and resulting contamination of neighboring properties), and/or (iv) the breach of this Agreement or the Easement contemplated hereby.

9. Hazardous Wastes To the GRANTOR'S actual knowledge, the EASEMENT area is free of contamination and hazardous waste.

10. Insurance.

GRANTEE will require contractors performing work on the PROJECT to provide coverage in the following amounts:

A. **General Liability Insurance ("CGL").** Contractor shall maintain CGL and must include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the work against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) two million dollars (\$2,000,000.00) combined single limit each occurrence and either a general aggregate limit of four million dollars (\$4,000,000.00) or a general aggregate limit of two million dollars (\$2,000,000.00) as applied on a "per project" or "per location" basis, or (ii) the maximum amount of such insurance available to Contractor under Contractor's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

- i) CGL policy may not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.
- ii) CGL policy must include contractor's protected coverage, blanket contractual, and completed operations.

B. **Builder's Risk Insurance:** The Builder's Risk Insurance policy must be issued on occurrence basis, for all-risk coverage (including Flood and Earthquake) on a one hundred percent (100%) completed value basis on the insurable portion of the PROJECT for the benefit of CITY.

C. **Workers' Compensation Insurance and Employer's Liability:** Contractor shall maintain Workers Compensation coverage, as required by law. The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act and provide protection in the minimum amount of: (i) One Million Dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to Contractor under Contractor's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

D. **Automobile Liability:** Contractor shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if Contractor does not own automobiles, then Contractor shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the

minimum amount of: (i) One Million Dollars (\$1,000,000.00) combined single limit, or (ii) the maximum amount of such insurance available to Contractor under Contractor's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

E. Pollution (Environmental) Liability: If the performance of Contractor's work or service under this Contract involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, Contractor shall procure and maintain Pollution Liability covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Contract. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) One Million Dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to Contractor under Contractor's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

F. Professional Liability: If the performance of Contractor's work or service under this Contract involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, legal services, and appraisers), Contractor shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) One Million Dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to Contractor under Contractor's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if Contractor maintains a claims-made policy, Contractor shall provide written evidence of such insurance to CITY for at least five (5) years after the completion of work performed under this Contract.

11. Project / Easement Maintenance

CITY shall, at all times and at its sole cost and expense, maintain in a good and workmanlike manner, any structures, sewer lines, utilities or other improvements owned and operated by the CITY of any kind or nature installed by, placed upon, or otherwise constructed by or through the CITY at the subject EASEMENT.

12. Binding on Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the Parties to this Agreement.

13. No Leases

CITY acknowledges that this is a residential rental property, and that the tenants have the right to use the parking lot pursuant to their respective leases. GRANTOR warrants that there are no oral or written leases on all or any portion of the EASEMENT area exceeding a period of one month that would prevent the CITY from installing the PROJECT underground.

14. Approval of City Council

GRANTOR understands that this Agreement is subject to the approval of City Council. Further, that this Agreement shall have no force or effect unless and until said CITY approval has been obtained.

15. Authority to Sign

GRANTOR and the signatories represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of GRANTOR.

16. Integrity of Property

Except as otherwise provided herein or by express written permission granted by CITY, GRANTOR shall not unreasonably interfere with, impair, hinder or otherwise disrupt CITY's use of the EASEMENT.

17. Casualty or Loss

If, prior to the close of escrow, GRANTOR becomes aware that all or any material portion of the EASEMENT has been destroyed, or substantially damaged, GRANTOR shall promptly give CITY written notice of the event, and CITY, at its option, may, on or before the close of escrow, elect to terminate this Agreement by giving GRANTOR written notice of termination, in which event the Parties shall be relieved and released of and from any further duties, obligations, rights, or liabilities hereunder. If CITY elects to complete the transactions contemplated in this Agreement, the Agreement shall remain in full force and effect and the purchase contemplated herein shall be consummated with no further adjustment or modification, and at the close of escrow.

18. Counterparts Signature

This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

19. Specific Performance and Other Remedies

The Parties understand that the interests and rights being conveyed by this Agreement are unique and for that reason, among others, the Parties will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of any controversy concerning the obligations under this Agreement, such obligation shall be enforceable by a decree of specific performance or by injunction. Such remedies and all other rights and remedies set forth herein shall be cumulative and not exclusive, and shall be in addition to any and all other remedies which the Parties may have hereunder at law or in equity.

20. Severability

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

21. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of

California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

22. Attorneys' Fees.

If any legal action or proceeding arising out of or relating to this Agreement or the Easement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

23. Notices

All notices and demands shall be given in writing either by personal service or by registered or certified mail, postage prepaid, and return receipt requested. Notice shall be considered given when mailed. Notices shall be addressed as shown below for each party:

City of Morgan Hill
Development Services Center
David Gittleson, P.E.
17575 Peak Avenue
Morgan Hill, CA 95037

Undine Tsai
611 East 7th Street
Gilroy, CA 95020

With Copy To:
David J. Lee, Esq.
Sweeney Mason LLP
983 University Ave. 104C
Los Gatos, CA 95032
Email: dlee@smwb.com

24. Independent Legal Advice

Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written herein below.

CITY:

City of Morgan Hill
A Municipal Corporation

GRANTOR:

Undine Y. Tsai, as Trustee of the Trust B
under the David Y. Tsai and Undine Y.
Tsai Living Trust dated September 3, 2019

BY: _____
Christina Turner Title: City Manager

Date: _____

By: Undine Y. Tsai
Undine Tsai, Trustee

Date: 6-23-2023

APPROVED AS TO FORM:

By: _____
Donald Larkin

Title: City Attorney

Date: _____

GRANTOR: TSAI
PROJECT NAME: SEWER TRUNK LINE

APN: 841-09-061

EXHIBIT "A"
LEGAL DESCRIPTION



June 21, 2021
HMH 4897.00.272
Page 1 of 1

EXHIBIT "A"
SANITARY SEWER EASEMENT
LEGAL DESCRIPTION

REAL PROPERTY in the City of Gilroy, County of Santa Clara, State of California, being a portion of that parcel of land described in the Trust Transfer Deed recorded February 25, 2021, in Document No. 24846770 of Official Records, Santa Clara County Records, described as follows:

COMMENCING at the southerly corner of said parcel of land, being on the easterly line of East Street;
Thence along said easterly line, North 19°19'24" West, 17.50 feet, to the TRUE POINT OF BEGINNING;

Thence continuing along said easterly line, North 19°19'24" West, 15.00 feet;
Thence North 70°40'36" East, 269.69 feet, to the easterly line of said parcel of land;
Thence along said easterly line, South 19°35'08" East, 15.00 feet;
Thence South 70°40'36" West, 269.76 feet, to the TRUE POINT OF BEGINNING.

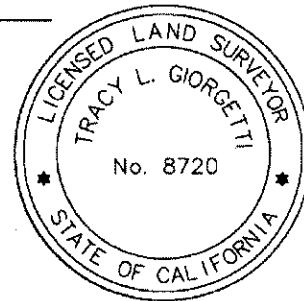
Containing 4,046 square feet or 0.09 acres, more or less.

As shown on Exhibit "B" attached hereto and made a part hereof.

This legal description was prepared by me or under my direction in accordance with the Professional Land Surveyors Act.

Date: 6 21 21

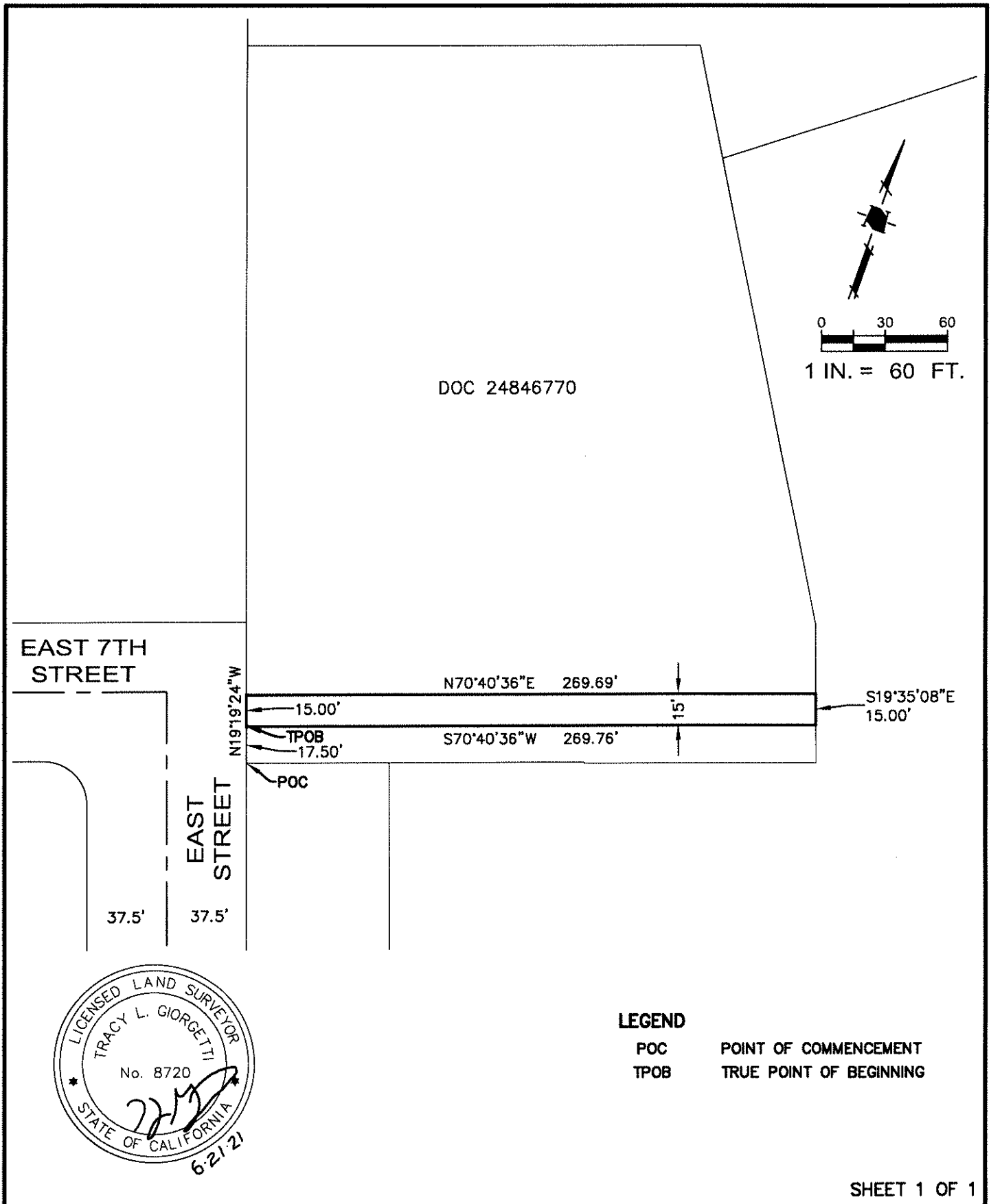

Tracy L. Giorgetti, LS 8720



GRANTOR: TSAI
PROJECT NAME: SEWER TRUNK LINE

APN: 841-09-061

EXHIBIT "B"
SANITARY SEWER EASEMENT PLAT



Date: 2021-06-21	 1570 Oakland Road San Jose, CA 95131 (408) 487-2200 HMHca.com	EXHIBIT "B" PLAT TO ACCOMPANY DESCRIPTION: SANITARY SEWER EASEMENT CITY OF GILROY CALIFORNIA
Designed: —		
Drawn: RF		
Checked: TG		
Proj. Engr: —		
489700PL01		

RECORDING REQUESTED BY:

CITY OF MORGAN HILL

WHEN RECORDED MAIL DOCUMENT TO:

CITY CLERK
CITY OF MORGAN HILL
17575 PEAK AVENUE
MORGAN HILL, CA 95037

RECORD AT NO FEE PER GOVERNMENT
CODE SECTIONS 6103 & 27383

APN 841-09-061

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SANITARY SEWER EASEMENT AND MAINTENANCE AGREEMENT

This Agreement is entered into on June __, 2023 by and between Undine Y. Tsai, as Trustee of the Trust B under the David Y. Tsai and Undine Y. Tsai Living Trust dated September 3, 2019 ("**Grantor**") and City of Morgan Hill, a municipal corporation of the State of California ("**Grantee**").

RECITALS

A. Grantor is the owner of certain real property situated in the City of Morgan Hill, County of Santa Clara, California, APN 841-09-061 ("**Servient Tenement**"), and more particularly described in Exhibit "A", which is attached to this Agreement and hereby incorporated by reference.

B. Grantee desires to acquire certain rights in that part of the Servient Tenement described in Exhibit "B" and "C" which is attached to this Agreement and hereby incorporated by reference (the "**Easement**"), so as to construct and maintain certain sanitary sewer improvements in, on and under the Easement area (the "**Sewer Improvements**") and to inspect, install, construct, repair and maintain such Sewer Improvements.

C. The purpose of this Agreement is to set forth Grantor's grant of the Easement to Grantee and to delineate the parties' rights and obligations relating thereto.

AGREEMENT

1. Grant of Easement. Grantor grants to Grantee the Easement as delineated in Exhibits B and C hereto, on the terms and conditions set forth in this Agreement.

2. Description of Easement. The Easement is an easement for the installation and maintenance of sanitary sewer improvements and related utilities only, and for access to the Easement area for purposes of facilitating the installation, construction, inspection, repair and maintenance thereof, and for no other purpose.

3. Restrictions.

(a) Grantee may not utilize the Easement for parking. No parking by Grantee shall be permitted in, on or about the Servient Tenement, except as needed by Grantee during installation and maintenance activities as provided in paragraph 2. Nothing herein shall be deemed to preclude Grantor or its tenants, invitees, guests, or licensees from utilizing the Easement area for ingress/egress or parking.

(b) Grantee may not utilize the Easement in a manner which causes a nuisance to the Servient Tenement. Installation and maintenance of the Easement as described in paragraph 2 shall not constitute a nuisance.

4. Term. The Easement granted in this Agreement shall be in perpetuity.

5. Nonexclusive Easement. The Easement is nonexclusive. Grantor retains the right to make any use of the Servient Tenement, including the Easement area and the right to grant concurrent easements in the Easement area to third parties, provided that such grants do not interfere unreasonably with Grantee's free use and enjoyment of the Easement. Installation of any subsurface improvements that are adjacent to, parallel to, or above the sewer line shall be considered to unreasonably interfere with the Grantee's easement. Notwithstanding the above, the Easement area shall be kept open and free from buildings, and structures of any kind except public service structures, irrigation systems, and appurtenances thereto, and lawful fences.

6. Construction / Maintenance of Easement. Grantee shall construct, maintain, repair and replace, as the case may be, the Sewer Improvements in good repair and condition, and in a manner so that such improvements do not harm, cause damage to or otherwise place at risk the Servient Tenement or neighboring properties, and Grantee further agrees to bear the entirety of all cost and expense of such construction, maintenance, repair and replacement. Grantee may perform such repair or maintenance on ten (10) days written notice to Grantor, unless an emergency situation exists, in which case Grantee shall provide notice to Grantor as soon as possible by appropriate mode of communication. In the event any improvements, landscaping, hardscaping or other property located on the Servient Tenement is removed, destroyed, modified, or otherwise altered in any manner in connection with Grantee's construction, maintenance, repair or replacement of the Sewer Improvements, Grantee shall promptly and without notice restore such improvements, landscaping, hardscaping or other property to good and serviceable condition at Grantee's sole cost and expense.

7. Agreement Nonassignable. This Agreement and the Easement created hereby shall not be assigned except to the successor in interest, assigns or heirs to the fee interest of the Servient Tenement (the "**Successors**"). Any other purported assignment of this Agreement or of any interest in this Agreement shall be void and of no effect. The Easement shall not be assigned by Grantee without prior written consent of the Grantor, which shall not be unreasonably withheld.

8. Indemnity. Grantee and its successors, assigns, and heirs shall indemnify, defend and hold the Grantor and its Successors harmless from and against any and all liabilities, claims, demands, lawsuits, judgments, fees, levies, damages, costs and expenses, including attorneys' fees and expert costs, arising out of or relating to (i) the use of, occupancy of, or improvements installed or construction in, on or under the Easement (including but not limited to the Sewer Improvements), (ii) third party claims relating to the failure of the improvements (including but not limited to the Sewer Improvements) constructed in, on or under the Easement, (iii) for environmental hazards resulting from improvements installed or construction in, on or under the

Easement (including but not limited to the Sewer Improvements and including but not limited to the failure of such improvements and resulting contamination of neighboring properties), and/or (iv) the breach of this Agreement.

9. Warranty. The parties hereto represent and warrant that they are fully authorized to enter into this Agreement and that they have not assigned or otherwise transferred any interest, right or claim that is the subject of this Agreement.

10. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Agreement or the Easement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

11. Authority. Any corporation, limited liability company, partnership, or other entity signing this Agreement represents and warrants that said Agreement is executed with the authority of the board of directors of the corporation, all members of the limited liability company, or all partners of the partnership or similar governing body of any other entity. Each person signing this Agreement further represents and warrants that they have the authority to irrevocably bind all persons and entities they represent in accord with and to the extent set forth in this Agreement.

12. Binding Effect. This Agreement shall run with the land of Grantor and be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee.

13. Counterparts. The Parties hereto may execute this Agreement by way of separate counterparts.

Executed the day and year first above written.

GRANTOR:

By: Undine Tsai
Name: Undine Tsai
Title: Trustee

GRANTEE:

By: _____
Name: _____
Title: _____

EXHIBIT A
[LEGAL DESCRIPTION OF SERVIENT TENEMENT]

EXHIBIT A

The Land referred to (APN 841-09-061) is situated in the County of Santa Clara, City of Gilroy, State of California, and is described as follows:

Beginning at a white post marked M.1 standing on the Southeasterly line of Sixth Street, distant thereon N. 70° E., 375.00 feet from the intersection thereof with the Easterly line of Maple Street; thence running S. 20° E., along the Northwesternly prolongation of the Easterly line of East Street 275.00 feet to the true point of beginning of the parcel to be described; thence from said true point of beginning running N. 70° E., and parallel with the said Southeasterly line of Sixth Street 215.01 feet to a point in the Northeasterly line of Sub Lot 18, as said Sub Lot is shown upon the map hereinafter referred to; thence S. 31° 16' E., along said last mentioned line 280.75 feet to a stake marked M.3 standing in the prolonged Northerly line of Seventh Street, distant N. 70° E., 269.65 feet from the most Northerly corner of Seventh Street and East Street, said stake marked M.3 also marks the most Northerly corner of that certain parcel of land designated as Parcel No. 4 in the certified copy of the Decree Quieting Title issued out of the Superior Court of the State of California, in and for the County of Santa Clara, on December 16, 1952, Action No. 82585, entitled, "S.W. Stephenson, et ux, plaintiffs, vs. H.T. Maycock, et al, defendants, recorded December 17, 1952 in Book 2547 of Official Records, Page 219, Santa Clara County records; thence along the Northeasterly line of said Parcel No. 4, S. 20° E., 66.00 feet to the most Easterly corner thereof; thence along the Southeasterly line of said Parcel No. 4, S. 70° W., 109.65 feet to the most Southerly corner thereof; thence along the Southwesterly line of said Parcel No. 4, N. 20° W., 0.50 feet to the most Easterly corner of that certain parcel of land conveyed by Eli F. Osborn, et ux, to Greenville Holbrook, et al, by deed dated October 8, 1889 and recorded January 10, 1891 in Book 132 of Deeds, Page 272, Santa Clara County records; thence along the Southeasterly line of said parcel of land so conveyed to Holbrook, et al, S. 70° W., 160.00 feet to the Northeasterly line of East Street; thence along said line of East Street and the Northwesternly prolongation thereof, N. 20° W., 340.20 feet to the true point of beginning, and being a part of Sub Lot 18 of the Las Animas Rancho, as shown upon the amended part of Amended Map No. 4, accompanying the report of the referees in the action for partition in the Superior Court of the State of California, in and for the County of Santa Clara, entitled, "Henry Miller, et al, vs. Massey Thomas, et al", and part of Sub Lots 19A and 20, as shown upon Map No. 8, accompanying the report of the Referees in the Action for Partition in the Superior Court of the State of California, in and for the County of Santa Clara, entitled, "Henry Miller, vs. Massey Thomas, et al", and a portion of Lot 1 in Block 2, South Range 7 East, as shown upon Map No. 10 accompanying the report of the Referees in that certain action entitled, "Henry Miller, et al, vs. Massey Thomas, et al", in the Superior Court of the State of California, in and for the County of Santa Clara, Action No. 5536.

EXHIBIT B
[LEGAL DESCRIPTION OF SEWER EASEMENT]



June 21, 2021
HMH 4897.00.272
Page 1 of 1

EXHIBIT "B"
SANITARY SEWER EASEMENT

REAL PROPERTY in the City of Gilroy, County of Santa Clara, State of California, being a portion of that parcel of land described in the Trust Transfer Deed recorded February 25, 2021, in Document No. 24846770 of Official Records, Santa Clara County Records, described as follows:

COMMENCING at the southerly corner of said parcel of land, being on the easterly line of East Street;

Thence along said easterly line, North 19°19'24" West, 17.50 feet, to the TRUE POINT OF BEGINNING;

Thence continuing along said easterly line, North 19°19'24" West, 15.00 feet;

Thence North 70°40'36" East, 269.69 feet, to the easterly line of said parcel of land;

Thence along said easterly line, South 19°35'08" East, 15.00 feet;

Thence South 70°40'36" West, 269.76 feet, to the TRUE POINT OF BEGINNING.

Containing 4,046 square feet or 0.09 acres, more or less.

As shown on Exhibit "B" attached hereto and made a part hereof.

This legal description was prepared by me or under my direction in accordance with the Professional Land Surveyors Act.

Date: 6.21.21


Tracy L. Giorgetti, LS 8720

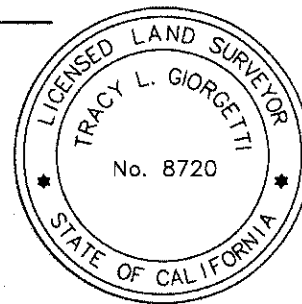
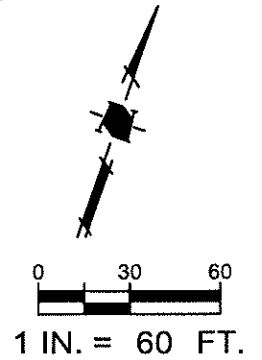


EXHIBIT C
[PLAT OF SEWER EASEMENT]

EXHIBIT C

DOC 24846770

APN 841-09-061



EAST 7TH STREET

N19°19'24"W

EAST STREET

37.5'

37.5'

N70°40'36"E 269.69'

15.00'

TPOB

17.50'

S70°40'36"W 269.76'

POC

15'

S19°35'08"E
15.00'



LEGEND

POC

POINT OF COMMENCEMENT

TPOB

TRUE POINT OF BEGINNING

SHEET 1 OF 1

Date: 2021-06-21

Designed: —

Drawn: RF

Checked: TG

Proj. Engr: —

489700PL01



1570 Oakland Road
San Jose, CA 95131

(408) 487-2200
HMHca.com

EXHIBIT "C"
PLAT TO ACCOMPANY DESCRIPTION:
SANITARY SEWER EASEMENT

CITY OF GILROY

CALIFORNIA

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from **Undine Y. Tsai, as Trustee of the Trust B under the David Y. Tsai and Undine Y. Tsai Living Trust dated September 3, 2019** to the City of Morgan Hill, a governmental agency, is hereby accepted by order of the City Council by the undersigned officer or agent on behalf of the Council pursuant to authority conferred by Resolution No. _____ of the Morgan Hill City Council adopted on _____, 2022, and the grantee consents to the recordation thereof by its duly authorized officer.

Recommended for Approval	City of Morgan Hill
_____ Scott C. Creer, City Engineer	_____ Christina J. Turner, City Manager
	Date: _____

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING A PURCHASE AGREEMENT FOR A SEWER EASEMENT (APN 841-09-061) FROM TSAI, FOR THE SEWER RELIEF TRUNK LINE PROJECT

WHEREAS, the Sewer Relief Trunk Line Project is included in the Fiscal Years 2022-23 Capital Improvement Program under CIP#308A08 with funding budgeted for purchasing right of way and design professional services. The subject property from Undine Tsai, as Trustee, is required in order to construct the project, and therefore in the public's interest to acquire a portion of the real property for the public Project (Hale Avenue Extension Project); and

WHEREAS, on January 20, 2022, the City of Morgan Hill made a voluntary offer to purchase a sewer easement (4,046 square feet) from Undine Tsai, as Trustee, for the appraised value of \$45,000 from a state certified MAI appraiser; and

WHEREAS, on June 23, 2023, the property owner, Undine Tsai as Trustee signed an Easement Purchase Agreement for an administrative settlement amount of \$50,000; and

NOW, THEREFORE, City Council of the City of Morgan Hill, based upon the foregoing and all documents, statements and facts known to City Council, does hereby resolve:

SECTION 1. Approval of Easement Purchase Agreement. City Council approves the Easement Purchase Agreement to acquire a sewer easement (4,046 SF) for a total amount of \$50,000 from Udine Tsai as Trustee, see Attachment 1. The Settlement amount of \$50,000 plus the escrow, closing costs (\$2,000 est.) and attorney fees (\$5,000) are hereby approved.

SECTION 2. Authority to City Manager. City Council authorizes the City Manager to execute the Agreement and all documents necessary to consummate the transactions contemplated therein, including without limitation, accepting the Grant Deed. City Council further authorizes the City Manager to make minor modifications to the foregoing described documents which may be necessary to consummate the transactions.

SECTION 3. CEQA.

Not a Project

The sewer easement acquisition is not considered a project, as defined in Section 15378 of the State CEQA Guidelines. However, the Sewer Relief Trunk Line project itself is a project. David J. Powers prepared an Initial Study and the City Council approved and certified a mitigated negative declaration at the December 15, 2021 City Council meeting.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 23th day of August 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Date: _____

Mark Turner, MAYOR

⌋ CERTIFICATION ⌋

I, MICHELLE BIGELOW, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, adopted by the City Council at a Regular Meeting held on August 23, 2023.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

DATE: _____

Michelle Bigelow, City Clerk



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

CITY COUNCIL STAFF REPORT

MEETING DATE: August 23, 2023

PREPARED BY:

Chris Ghione, Public Services Director

APPROVED BY: City Manager

APPROVE CONTRACTS WITH ANDERSON PACIFIC ENGINEERING CONSTRUCTION AND GOLDEN BAY CONSTRUCTION FOR ON-CALL UNDERGROUND CONSTRUCTION

RECOMMENDATION(S)

Authorize the City Manager to execute and administer on-call water and sewer repair contracts with Anderson Pacific Engineering Construction with compensation up to \$400,000, and Golden Bay Construction with compensation up to \$400,000.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Protecting the Environment and Preserving Open Space and Agricultural Land

Maintaining and Enhancing Infrastructure

REPORT NARRATIVE:

In September 2021, after a request for proposals, the City entered into contracts with West Valley Construction and Pacific Underground Construction to provide on-call underground construction work. The purpose of these companies' contracts was to provide on-call timely work in urgent and emergency situations. The intent of having multiple on-call contractors is to undertake emergency repairs while at the same time ensuring the best value for the City. The City requests cost estimates from on-call contractors prior to initiating work when possible.

Typical work to be performed under these contracts includes repair of water service leaks, water main leaks, hydrant repair, valve replacement, water service replacement, meter installation, sewer main repairs, sewer lateral repair, manhole repair or installation, backfill of excavations, compaction, and final paving of streets.

However, over the last several months, the City has run into several occasions where the current companies with contracts for underground work have been unable to provide service to the City. This has been due to lack of company resources or work requests that are outside the company's area of expertise. This has left repair jobs waiting and the City unable to complete some necessary storm repairs since last winter. For this reason, City staff is proposing to add two additional companies to the on-call list for underground contractors. Anderson Pacific Engineering Construction is a reputable

company located nearby (Santa Clara), which has provided strong references for doing complex repair work for other government entities. The company has also performed considerable work for government entities where FEMA reimbursement is available. Golden Bay Construction has done numerous projects for the City in the past, including underground work, road work, and traffic signal installation. Golden Bay has been very responsive to City requests to complete work quickly in the past.

It is the intent of City staff to bring these two contractors on now to support immediate repair needs and potential emergency repairs for the coming year. Staff reached out to numerous qualified firms attempting to get them to take on on-call work for the City, but were only successful in obtaining commitments to be able to perform work immediately from Anderson Pacific and Golden Bay Construction. City staff intend to develop another request for proposals in 2024 to solicit and award future contracts. Approving these on-call service agreements now will assist the City in making timely repairs to its infrastructure and provide further protection should significant emergency situations arise again in the future.

COMMUNITY ENGAGEMENT:

Not Applicable

Ongoing maintenance of City infrastructure, including emergency response, is an expected service provided by the City.

ALTERNATIVE ACTIONS:

The City Council could choose not to enter into the contract for one or both contractors.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council previously approved the initial on-call underground repair contracts on September 1, 2021 for West Valley Construction and Pacific Underground Construction. Amendments to these contracts were approved by the City Council on April 19, 2023.

FISCAL AND RESOURCE IMPACT:

Unanticipated repairs are budgeted annually across various areas of the City Budget. Last year, significant repair work was needed due to damage caused by significant storms, with repair work eligible for FEMA reimbursement.

CEQA (California Environmental Quality Act):

Categorical Exemption

This project is Categorically Exempt pursuant to Section 15301 of CEQA Guidelines because the work to be performed is the repair of existing City infrastructure involving no expansion of existing use.

**MAINTENANCE SERVICE AGREEMENT
ANDERSON PACIFIC ENGINEERING CONSTRUCTION, INC.**

THIS AGREEMENT is entered into and becomes effective on _____ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Anderson Pacific Engineering Construction, Inc. a California corporation ("SERVICE PROVIDER") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on _____, _____, 20____.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 2026, at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by SERVICE PROVIDER shall be on-call water and sewer repairs as further described in **Exhibit A.**
4. **Compensation.** SERVICE PROVIDER shall be compensated as follows:
 - 4.1. **Amount.** \$400,000. Total compensation to SERVICE PROVIDER under this Agreement during its initial term set forth in Section 2 above shall not exceed Four Hundred Thousand dollars and shall be billed based on the rate and basis set forth in **Exhibit B.** If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to SERVICE PROVIDER during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for the extended term exceed 105% of the maximum compensation allowed to be paid to SERVICE PROVIDER for one year of service during the initial term of this Agreement.
 - 4.2. **Billing.** SERVICE PROVIDER shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by SERVICE PROVIDER on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 14 Notices. Payment will be made to SERVICE PROVIDER within thirty (30) days of receipt of invoice by CITY. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY'S judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

5. **Termination.** CITY or SERVICE PROVIDER shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, SERVICE PROVIDER shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require SERVICE PROVIDER to complete certain work product or documents and SERVICE PROVIDER shall deliver to CITY all documents in its possession without additional compensation to SERVICE PROVIDER. The City Manager is authorized to terminate this Agreement, in whole or in part, on behalf of CITY.

5.1. **Non-Appropriations.** Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for CITY for any reason whatsoever in any fiscal year, for payments due under this Agreement, CITY will immediately notify SERVICE PROVIDER of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CITY or are otherwise available for payments.

6. **Performance of Work.** SERVICE PROVIDER represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by SERVICE PROVIDER in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of SERVICE PROVIDER'S profession. By delivery of completed work, SERVICE PROVIDER certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. SERVICE PROVIDER is liable for any property damage caused by SERVICE PROVIDER or its Subcontractors during performance of the services and shall notify the CITY of damage within 24 hours of the occurrence. SERVICE PROVIDER must promptly repair or replace any real or personal property damage and must promptly restore the property to its original or intended condition. CITY may repair or replace the real or personal property damage if SERVICE PROVIDER fails to do so, and the cost of the repairs or replacement may be deducted or offset from any compensation due to SERVICE PROVIDER.

6.1. **Schedule.** SERVICE PROVIDER shall perform all work and services under this Agreement in conformance with the time schedule set forth on **Exhibit C**, "Schedule of Performance," attached hereto and incorporated herein by this reference. The City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement.

6.2. **Storage of Service Provider's Equipment.** If SERVICE PROVIDER desires to leave or store any of SERVICE PROVIDER'S equipment at a CITY site while SERVICE PROVIDER is performing work or service pursuant to this Agreement, SERVICE PROVIDER will first obtain the consent of the City Manager, or his/her delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at SERVICE PROVIDER'S sole risk.

7. **Hazardous Materials.** Without limiting any other requirement or obligation of SERVICE PROVIDER under this Agreement, if SERVICE PROVIDER needs to use any material or chemical considered to be a hazardous material under any federal, state or local law, regulation or policy, SERVICE PROVIDER agrees to fully and timely abide by and comply with all laws, regulations and policies pertaining to the use, transport, removal, handling, disposal or other activity related to any and all such materials or chemicals. Prior to commencement of work or services under this Agreement, SERVICE PROVIDER shall provide CITY with a complete list of the hazardous materials SERVICE PROVIDER reasonably anticipates it may need to use to provide the services of SERVICE PROVIDER under this Agreement, together with the reasonably anticipated quantities thereof, if requested by CITY.

8. **Insurance Requirements.** SERVICE PROVIDER shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of SERVICE PROVIDER, including its subcontractors, employees and agents, relating to or arising from the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or “umbrella” policies, provided each such policy complies with the requirements set forth herein. Any deductibles or self-insured retentions must be declared to and approved by City. SERVICE PROVIDER further understands that CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days’ notice provided to SERVICE PROVIDER, at any time as deemed necessary to protect the interests of CITY.

8.1. **Insurance Types and Amounts.**

- 8.1.1. **Commercial General Liability (CGL).** SERVICE PROVIDER shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater.
- 8.1.2. **Automobile Liability.** SERVICE PROVIDER shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if SERVICE PROVIDER does not own automobiles, then SERVICE PROVIDER shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater.
- 8.1.3. **Workers’ Compensation Insurance and Employer’s Liability.** SERVICE PROVIDER shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater. If SERVICE PROVIDER is self-insured, SERVICE PROVIDER shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.
- 8.1.4. **Pollution (Environmental) Liability.** If the performance of SERVICE PROVIDER’S work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, SERVICE PROVIDER shall procure and maintain Pollution Liability covering the SERVICE PROVIDER’S liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million

dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

8.1.5. Professional Liability.

8.1.5.1. If the performance of SERVICE PROVIDER'S work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), SERVICE PROVIDER shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if SERVICE PROVIDER maintains a claims-made policy, SERVICE PROVIDER shall provide written evidence of such insurance to CITY for at least five (5) years after the completion of work performed under this Agreement.

8.1.5.2. If the performance of SERVICE PROVIDER'S work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), SERVICE PROVIDER shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

8.1.6. Sexual Abuse/Molestation Liability (SML): If the performance of SERVICE PROVIDER'S work or service under this Agreement involves contact with minors, SERVICE PROVIDER shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) two hundred thousand dollars (\$200,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

8.2. Endorsements. SERVICE PROVIDER shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

8.2.1. General Liability and pollution liability (when pollution liability applies).

8.2.1.1. "Additionally Insured" - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds on a form at least as broad as ISO Form CG 20 10 for ongoing operations.

8.2.1.2. "Waiver of Rights of Subrogation" - The insurer waives the right of subrogation against the City of Morgan Hill and CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and

8.2.1.3. "Primary and Non-Contributing" - Insurance shall be endorsed to 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 ISO Form CG 20 01.

8.2.2. Workers Compensation.

If the performance of SERVICE PROVIDER'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, SERVICE PROVIDER'S presence during site visits and meetings, then insurer waives the right of subrogation against the City of Morgan Hill and the CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

8.3. Qualification of Insurers. All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better.

8.4. Certificates. SERVICE PROVIDER shall furnish CITY with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, SERVICE PROVIDER shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to SERVICE PROVIDER'S agreement with CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. A "material change" is a change that results in non-compliance with any insurance requirements in this section 8. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

City of Morgan Hill
Attn: Risk Management
17575 Peak Avenue
Morgan Hill, CA 95037

9. Non-Liability of Officials and Employees of CITY. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

10. Compliance with Law.

10.1. SERVICE PROVIDER and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. SERVICE PROVIDER and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon any basis prohibited by State or Federal law, including but not limited to, race, color, creed, religion, gender, marital status, age, sexual

orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

- 10.2. Without limiting the provisions of Section 10.1 above, each worker performing work under this Agreement shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. SERVICE PROVIDER shall post a copy of the applicable prevailing rates at the Worksite. Pursuant to Labor Code Section 1775, SERVICE PROVIDER and any Subcontractor shall forfeit to CITY as a penalty up to two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. SERVICE PROVIDER shall also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.
- 10.3. DIR Registration. CITY will not accept a Bid Proposal from or enter into a contract with a SERVICE PROVIDER, without first receiving proof to the satisfaction of CITY that SERVICE PROVIDER and its subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. Under Labor Code section 1771.4, this Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- 10.4. Compliance with Wage and Hour Laws: SERVICE PROVIDER, 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 and the California Labor Code.

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

Prior Judgments against SERVICE PROVIDER and/or its Subcontractors: BY SIGNING THIS AGREEMENT, SERVICE PROVIDER 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 SERVICE PROVIDER OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. SERVICE PROVIDER FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: 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 SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or SERVICE PROVIDER learns of such a judgment, decision, or order that was not previously disclosed, SERVICE PROVIDER shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final

judgment, decision or order. SERVICE PROVIDER and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. CITY reserves the right to require SERVICE PROVIDER to enter into an agreement with CITY regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, CITY reserves the right to withhold payment to SERVICE PROVIDER until such judgment, decision or order has been satisfied in full.

Material Breach: 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.

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. 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.

11. **Independent Contractor.** SERVICE PROVIDER is an independent contractor and not an agent or employee of CITY.
12. **Confidentiality.** All data, documents, or other information received by SERVICE PROVIDER from CITY or prepared in connection with SERVICE PROVIDER'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by SERVICE PROVIDER without prior written consent by CITY.
13. **Conflict of Interest and Reporting.** SERVICE PROVIDER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
14. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of SERVICE PROVIDER is as follows:

Anderson Pacific Engineering Construction, Inc.
1370 Norman Ave
Santa Clara, CA 95054

Address of CITY is as follows:

Utilities Division	with a copy to:
City of Morgan Hill	City Clerk
100 Edes Street	City of Morgan Hill
Morgan Hill, CA 95037	17575 Peak Avenue
	Morgan Hill, CA 95037

15. **Licenses, Permits and Fees.** SERVICE PROVIDER shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes and regulations of the federal, state and local government.

16. **Service Provider's Proposal.** If applicable, this Agreement shall include SERVICE PROVIDER'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

17. **Maintenance of Records.**

17.1. **Maintenance.** SERVICE PROVIDER shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. SERVICE PROVIDER shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3-year period, then SERVICE PROVIDER shall retain said records until such action is resolved.

17.2. **Access to and Audit of Records.** CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of SERVICE PROVIDER and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of CITY or as part of any audit of CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

17.3. **Ownership of Work Product.** All documents or other information developed or received by SERVICE PROVIDER for work performed under this Agreement shall be the property of CITY. SERVICE PROVIDER shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

18. **Familiarity with Work.** By executing this Agreement, SERVICE PROVIDER represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should SERVICE PROVIDER discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at SERVICE PROVIDER'S risk, until written instructions are received from CITY.

19. **Time of Essence.** Time is of the essence in the performance of this Agreement.

20. **No Assignment.** Neither this Agreement nor any portion shall be assigned by SERVICE PROVIDER, without prior written consent of CITY. Any attempted assignment not first approved by

CITY shall be void and, at CITY'S option, shall terminate this Agreement effective as of the date of such attempted assignment.

21. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

22. **Defense and Indemnification.**

22.1. **Defense and Indemnification.** SERVICE PROVIDER shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by SERVICE PROVIDER, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

22.2. **Exceptions.** SERVICE PROVIDER is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence or willful misconduct of CITY.

22.3. **Not limited by insurance.** The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMS alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by SERVICE PROVIDER.

22.4. **Right to Offset.** CITY shall have the right to offset against any compensation due SERVICE PROVIDER under this Agreement any amount due CITY from SERVICE PROVIDER as a result of SERVICE PROVIDER'S failure to pay CITY promptly any indemnification arising under this Section (22) and any amount due CITY from SERVICE PROVIDER arising from SERVICE PROVIDER'S failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

22.5. **Interpretation.** This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of SERVICE PROVIDER to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

23. **Entire Agreement; Modification; Conflicting Provisions.** This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only by a subsequent mutual written agreement executed by CITY and SERVICE PROVIDER. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

24. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

25. **Interpretation.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

26. **Preservation of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

27. **Binding Agreement.** Notwithstanding the provisions of Section 20 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of SERVICE PROVIDER in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

28. **Electronic Signatures.** Unless otherwise prohibited by law or CITY policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the CITY.

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[Signatures on Next Page]

29. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:	CITY OF MORGAN HILL
City Clerk/Deputy City Clerk Michelle Bigelow Print Name Date:	City Manager Christina J. Turner Print Name Date:
APPROVED AS TO FORM:	Anderson Pacific Engineering Construction, Inc.
City Attorney Donald A. Larkin Print Name Date:	By: Print Name and Title of Signer. If Corporate: Chairman, President or Vice President Date:
	By: Print Name and Title of Signer. If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer Date:
245215 Contractor's License Number(s) (if applicable) Expiration Date(s) 7/31/2024	1000000061 Contractor's DIR Registration Number(s) (if applicable) Expiration Date(s) 6/30/2025

Seal:

EXHIBIT A SCOPE OF SERVICES

This project is to provide water and sewer repairs on an on-call, as-needed, time-and-materials basis for a period of two (2) years with the option for three (3) additional single year extensions. The City's intent is to enter into agreements with one to three qualified contractors for the provision of these services. Any tasking shall be initiated solely by the City. Further, execution of the agreements by the City does not in any way guarantee that any tasking or request for on-call services will be issued to any party. Moreover, execution of the agreements by the City shall not entitle contracted parties to any form of payment or compensation from the City without first having issued tasking or request for services from a contractor.

Typical work to be performed under this contract includes repair of water service leaks, water main leaks, hydrant repair, valve replacement, water service replacement, meter installation, sewer main repairs, sewer lateral repair, manhole repair or installation, backfill of excavations, compaction, and final paving of streets. From time to time the City may request service for a backhoe with operator and/or laborers to assist the City repair crew. The Contractor also may be requested to do patch paving work. City staff and equipment will be made available for assistance with shutdowns and some activities.

The work to be performed under this contract consists of furnishing all tools, equipment, materials, supplies, and manufactured articles to complete the services as needed. It shall also include the furnishing of all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the contract in strict accordance with the Contract Documents and City's Standard Details for Construction [Standard Details for Construction -Link](#) currently in effect.

The Contractor may utilize the services of specialty subcontractors on those parts of the work that, under normal contracting practices, are performed by specialty subcontractor. It is understood that at least 50 percent of the work to be performed shall be performed by the successful Contractor. Any subcontractor used must adhere to the same terms and conditions as the successful contractor. The Contractor is representing to City that he/she and any subcontractor has all appropriate licenses, certifications, and registrations to perform the work hereunder. The Contractor shall be fully responsible to the City for the performance of his/her subcontractors, and of persons either directly or indirectly employed by them.

City Responsibilities

City's personnel will identify and assess specific projects or repairs. The City will notify Contractor of general locations requiring construction or repair, and a general description of the field conditions at repair locations, and materials to be provided by the City. The City's Project Manager or designated representative will direct the general process to be followed but shall not generally direct the means or methods to be used by the Contractor. The City will provide base maps or record drawings of facilities when they are requested and available. All work to be completed will be agreed upon prior

to the commencement of work with a general scope of services. Drawings will be provided if applicable. The City will issue a written task order and attach the contractor's scope of work for projects that are not an emergency. Notification of residents whose service may be interrupted will be the responsibility of the City.

Contractor's Responsibilities

The Contractor will provide a scope of work for each project that is not an emergency. The scope of work will be the basis for the project and will serve as supplement to the contract documents for that particular project. The scope of work shall include a not to exceed amount for the project. The Contractor shall be responsible for providing the following to complete the services in a timely manner as outlined below:

- Qualified Labor
- Tools
- Equipment, including all necessary Safety Equipment
- Materials and Supplies
- Transportation
- Services (including fuel, power, water, and communications)
- Sheeting and shoring as required
- Traffic control devices and measures

For an emergency repair the Contractor shall make every effort to begin the repair within four (4) hours of notification that a repair is needed. Notification of the repair will be made in the form of a phone call. The City is aware that the Contractor may have other commitments. The Contractor shall notify the City if they do not have the manpower to mobilize a crew to begin the repair within the allotted time. If the Contractor cannot mobilize the City will contact the other Contractor on the list. If none of the Contractors on the short list derived this solicitation can do the work within the time frame, the City reserves the right to seek assistance from another contracting firm.

Contractor is responsible for damage resulting from performing work and clean-up of effected area. The Contractor shall incur these damage costs and not pass these charges to the City.

The Contractor shall be cautioned that the City has Asbestos Cement Pipe (ACP) in some areas of the water distribution system as well as the wastewater collection system. Some of the repairs may be on ACP lines. The Contractor and its employees shall be properly trained for working on these ACP lines. All current OSHA standards shall be followed.

As some of the infrastructure falls outside of City limits, the Contractor will have to obtain encroachment permits, if needed, in the jurisdiction where the work is taking place.

Repair Standards

The Contractor is responsible for meeting all contract conditions and City's Standard Details for Construction (link on page 9), specifications, and drawings. If the City's Inspectors determine that any repair work is substandard, the Contractor shall be advised thereof orally and in writing, and shall redo all such work at the expense of the Contractor. The City's Project Manager and Inspectors will determine a time when the re-work is to be completed and re-inspect the repair to determine if the repair has been performed satisfactorily. The Contractor shall comply with all Federal, State, and Local safety rules and regulations.

Materials and Supplies

At the time of notification, the City will provide the Contractor with a list of City supplied materials. The Contractor is responsible for having a reliable supply chain in place to obtain, in a timely manner, all additional materials and supplies needed for the required repair. All materials and supplies obtained by the Contractor for the work must be new and free from defects. There will be no mark-up or other cost charged to the City for materials and supplies used from the City's inventory. The City will deliver small materials and fittings such as repair clamps, corp stops, etc. to the project site. Any bulk materials such as aggregate base, temporary asphalt paving, etc. provided by the City shall be picked up by the Contractor at the City's Corporation Yard.

Disposal of Materials

All materials shall be disposed of in a manner that does not adversely affect the environment and is consistent with local, state, and federal laws and regulations.

Response Schedule

Emergency Repair - The Contractor will make every effort to begin emergency repairs within the notification specified herein, or in accordance with a schedule approved by the City. Notification to the Contractor may be in the form of a telephone call, facsimile, or e-mail, depending on the urgency of the repair. The City reserves the rights, in its sole discretion, to require a more rapid response should it deem it to be necessary. A typical emergency repair will have a response time of four (4) hours. If repair cannot be started within this period, the City reserves the right to obtain the services of other Contractors.

Scheduled Repair - If a scheduled repair cannot be started within twenty-four (24) hours of the City's scheduled time of repair, the Contractor shall provide the City accurate estimate of when work can start. The City will work with the Contractor in regards to other commitments the Contractor may have. However, the City reserves the right to seek outside assistance from other Contractors if scheduling cannot be agreed upon and repairs are determined by the City, in its sole discretion, to be as required.

Physical Location of Underground Utilities

The City is responsible for providing all utility maps or record drawings to perform repairs.

Facilities Shown or Indicated – Unless it is otherwise expressly provided in the section below, Protection of Existing Facilities, the City shall not be responsible for the accuracy or completeness of information or data shown on the City’s water and sewer system base maps or any other utility information, and the Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Utilities for coordination of the work with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the work, the cost of which will be considered as having been included in the contract price. Existing utility lines that are shown, or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and back-filling and if damaged, shall be immediately repaired by the Contractor except as the owner of the utility or other facility may otherwise direct. All repairs due to damage are subject to inspection and approval by an authorized representative of the property owner before being concealed by backfill or other work. The obligations set forth in this paragraph and other paragraphs concerning underground work shall apply to such damage as may occur after back-filling or is not discovered until after completion of the back-filling.

Facilities Not Shown or Indicated - If an Underground Utility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the City’s water and sewer system base maps and not otherwise made known to the Contractor prior to excavation, which the Contractor could not reasonably have been expected to be aware of based on the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the repair, the Contractor shall identify the owner of such Underground Utility and give written notice thereof to the City in accordance with the requirements of the next section, Protection of Existing Facilities. In the event that the Contractor damages any existing utility lines that are not shown or the locations of which are not made known to the Contractor prior to excavation, a written report thereof shall be made immediately to the City. If directed by the City, repairs shall be made by the Contractor.

To the extent required by Government Code section 4215, all costs of locating, repairing damage to, and removing or relocating such utility facilities not shown or indicated, and for the necessary idling of equipment on the project which was actually working on that portion of the work which was interrupted or idled by removal or relocation of such utility facilities not shown or indicated, which costs were not incurred due to the failure of the Contractor to exercise reasonable care, will be paid for as time and materials.

Protection of Existing Facilities

General - The Contractor shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation. Restoration shall be to the reasonable satisfaction of the City or to the affected utility or franchisee.

The Contractor shall verify the exact locations and depths of all utilities or improvements shown and the Contractor shall make exploratory excavations of all utilities or improvements that may interfere with the Work. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility or improvement. The Contractor shall notify and obtain concurrence with City staff of that number of exploratory excavations.

It shall be the Contractor's responsibility to see that all utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall exercise care in all excavations to avoid damage to existing underground facilities. This shall include hand digging in those areas where underground facilities are known to exist until they have been sufficiently located to avoid damage to the facilities. No additional compensation shall be provided the Contractor for compliance with the provisions of this section or for the damage and repair of facilities due to the lack of such care.

Right-of-Way - The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, communication wire or cable, or electric transmission line; any fence; or any other structure, nor shall the Contractor enter upon the right-of-way involved until notified by the City's representative that the City has secured authority therefore from the appropriate authority. All oil and gasoline pipelines, power, and telephone or other communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the Work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the City are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable.

In case it shall be necessary to move the property of any public utility or franchise holder, the Contractor shall provide written and just cause for utilities to be moved, and such utility company or franchise holder will, upon request of the Contractor, be notified in writing by the City to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the City's Engineer a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.

This procedure is intended to prevent the Contractor from arbitrarily deciding to cut through any other utility's or any franchisee's facilities. It allows the City to coordinate such work with those agencies and set the timeline and sequence of such work. After authorization has been obtained, the Contractor shall give said party due notice of its intention to begin work, and shall give said party convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing same. The Contractor shall provide such special protection as may be necessary to protect all known utilities and other improvements that may be impaired during construction operations and shall take all possible precautions for the protection of unforeseen utility lines or other improvements to provide for uninterrupted service.

Utilities to be Removed/Relocated - Where the proper completion of the repair work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement that is

shown, the Contractor shall remove and, without unnecessary delay, temporarily replace or relocate such utility or facility. In all cases of such temporary removal or relocation, restoration to the former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former location and to as good or better condition than found prior to removal.

Restoration of Pavement:

A. General. All paved areas, including asphalt concrete berms, cut or damaged during construction, shall be replaced with in accordance with the specifications of the public authority that has jurisdiction over the site of the work. The City of Morgan Hill and the County of Santa Clara own public right of ways within the City's service area. All temporary and permanent pavements shall conform to the requirements of the affected pavement owner. All pavements that are subject to partial removal shall be neatly saw cut in straight lines per specifications.

B. Temporary Resurfacing. Wherever required by the public authority with jurisdiction over the site of the work, the Contractor shall place temporary surfacing promptly after back-filling and shall maintain such surfacing for the period of time fixed by said authority before proceeding with the final restoration of improvements.

C. Permanent Resurfacing. In order to obtain a satisfactory junction with adjacent surfaces, the Contractor shall comply with the applicable City or County Specifications, at its expense. The City will pay for initial testing. Any required re-testing and correction costs will be the responsibility of the Contractor.

D. Restoration of Sidewalks or Private Driveways. Wherever sidewalks or private roads have been removed for purposes of construction, the Contractor shall place suitable temporary sidewalks or roadways promptly after back-filling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the Contractor shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made. Final restorations shall be in accordance with any applicable City and/or general construction codes.

Notification by the City - For routine repairs, the City shall notify Underground Service Alert (1-800-642-2444) forty-eight (48) hours prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way.

Facility Access

Continuous access to the City's facilities shall be provided at all times during the Project. Such access shall be suitable for large vehicles, e.g. chemical delivery and sludge hauling trucks. Access routes shall be provided for each planned project.

Water Quality Protection and Stormwater Quality

The Contractor shall take all necessary steps to protect the storm drain system from discharges of construction-related wastewater, including saw cutting slurry, concrete washout, sediment-contaminated and runoff, sewage overflows, and highly-chlorinated discharges from water line testing. This will require the use of Best Management Practices (BMPs) such as providing sediment controls on downstream storm drain inlets, collecting and removing saw cutting slurry, providing an area for concrete washout, and directing highly-chlorinated discharges to the sanitary sewer or by dechlorinating this water. The Contractor is responsible for damage resulting from performing repair and clean-up of effected area.

Trench Excavation

The maximum length of trench excavation in advance of the pipe laying operation shall be 50 feet, and the maximum amount of trench remaining open without backfill shall be 50 feet. No trench in public areas shall be left open during periods when the Contractor is not at the site of work; trenches in these areas shall either be backfilled and temporarily paved, where applicable, or covered with steel trench plates as specified in the technical specifications.

Underground Facilities

The Contractor shall exercise care in all excavations to avoid damage to existing underground facilities. This shall include potholing and hand digging in those areas where underground facilities are known to exist until they have been sufficiently located to avoid damage to the facilities.

Prior to fabrication of any materials, the Contractor shall verify the locations and elevations of existing underground facilities to ensure proper connection and/or clearance.

The Contractor shall exercise care in maintaining those pipes and facilities to be abandoned and/or removed which are required for the continuing operation of the existing facilities until such time as they can be abandoned. The Contractor shall exercise extreme caution in working in any area adjacent to existing facilities. It is essential that the existing facilities be maintained in service until the new work is ready for full time operation and is placed in service.

No additional compensation shall be provided the Contractor for compliance with the provisions of this section for the damage and repair of such facilities due to the lack of care, and the Contractor shall be responsible for the direct and indirect costs resulting from the damage and repair of such facilities.

Working Hours

For **Emergency Repairs** working hours may be any day of the week at any time. The crews that respond to the emergency shall comply with applicable labor codes for hours worked.

For **Scheduled Repairs** normal City staff working hours are from 7:00 a.m. to 3:30 p.m., excluding weekends and City holidays. Unless otherwise approved in writing by the City, repair work shall be allowed only between the hours of 7:00 a.m. and 8:00 p.m. on weekdays and, when approved in writing in advance by the City, 9:00 a.m. to 6:00 p.m. on weekends and holidays. These working hours may be adjusted on a job by job basis depending on nature of the project and specific encroachment permit conditions for the project.

The Contractor shall notify the City at least 48 hours prior to any work outside the normal working hours defined above, on weekends or holidays.

Noise Abatement

All operations at the site of the repairs shall be performed so as to minimize unnecessary noise. Special measures shall be taken to suppress noise during night hours. Noise levels due to Contractor's activities shall not exceed the levels specified by local ordinance.

Internal combustion engines used on the work shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.

Warranty and Scheduled Maintenance

The Contractor hereby agrees to make, at its own expense, all repairs or replacements necessitated by defects in materials or workmanship, in those components provided, installed, replaced and/or modified by the Contractor, and pay for any damage to other works resulting from such defects, which becomes evident within one (1) year after the date of acceptance of installation work, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Agreement. This warranty shall include all parts and labor and the performance of all manufacturers' recommended maintenance. This in no way shall limit, amend, or reduce any manufacturer's warranty. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors. This warranty shall not apply to existing equipment that was not modified or significantly adjusted so as to change its operation. The Contractor also agrees to indemnify, defend and hold the City harmless from liability of any kind arising from damage due to covered defects. Prior to the final acceptance of installation work, the Contractor shall provide phone numbers for around- the-clock notification of the need for emergency service repairs, a schedule showing specific dates for routine maintenance service calls.

The Contractor shall respond within four (4) hours of City's emergency service call after receipt of notice from the City, and promptly make all repairs arising out of defective materials, workmanship, or equipment. If a service response does not occur within four (4) hours, or diligent efforts are not made to effect repairs, the City will notify the Contractor (by fax or voice mail if no representative is available) of its intent to secure another service provider. Thereafter, the City is authorized to make such repairs, and the Contractor shall be liable for the cost thereof. In case of emergency, where, in

the opinion of the City, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection t The Contractor shall direct all of its equipment suppliers and/or manufacturers to promptly provide to it and to the City any and all information concerning product defects or other problems and shall promptly forward to the City any such information received, whether before, during, or after the warranty period.

Prior to the expiration of the warranty period, the City reserves the right to hold a meeting and require the attendance of the Contractor. The purpose of the meeting is to review warranties, bonds, and maintenance requirements, and determine required repair or replacement of defective items.

EXHIBIT B SCHEDULE OF COMPENSATION RATES

Classification	Billable Rate (ST)	Billable Rate (OT)	Billable Rate (DT)
Construction Specialist	\$ 71.28	\$ 91.89	\$ 112.50
Construction Specialist (Second Shift)	\$ 74.58	\$ 96.84	\$ 119.10
Laborer 1	\$ 70.51	\$ 90.73	\$ 110.96
Laborer 1 (Second Shift)	\$ 73.81	\$ 95.68	\$ 117.56
Laborer 2	\$ 70.34	\$ 90.48	\$ 110.62
Laborer 3	\$ 70.23	\$ 90.32	\$ 110.40
Laborer 4	\$ 63.29	\$ 79.90	\$ 96.51
Laborer 6	\$ 71.56	\$ 92.32	\$ 113.07
Laborer 7	\$ 59.01	\$ 73.48	\$ 87.95
Labor App L1	\$ 39.52	\$ 53.06	\$ 66.60
Labor App L2	\$ 59.01	\$ 73.48	\$ 87.95
Labor App L3	\$ 62.75	\$ 79.09	\$ 95.44
Labor App L4	\$ 66.49	\$ 84.70	\$ 102.92

Foreman	\$ 104.86	\$ 139.43	\$ 174.01
Foreman (Second Shift)	\$ 108.13	\$ 144.34	\$ 180.56
Operator 1	\$ 102.16	\$ 135.39	\$ 168.62
Operator 2	\$ 100.49	\$ 132.89	\$ 165.28
Operator 3	\$ 98.88	\$ 130.47	\$ 162.05
Operator 4	\$ 97.37	\$ 128.21	\$ 159.04
Operator 4 (Second Shift)	\$ 102.58	\$ 136.01	\$ 169.45
Operator 5	\$ 95.99	\$ 126.13	\$ 156.27
Operator 6	\$ 94.55	\$ 123.97	\$ 153.39
Operator 7	\$ 93.31	\$ 122.11	\$ 150.91
Operator 8	\$ 92.06	\$ 120.24	\$ 148.42
Operator App L1	\$ 70.88	\$ 89.06	\$ 107.25
Operator App L2	\$ 73.69	\$ 93.28	\$ 112.88
Operator App L3	\$ 76.49	\$ 97.49	\$ 118.48
Operator App L4	\$ 79.31	\$ 101.71	\$ 124.11
Operator App L5	\$ 87.74	\$ 114.36	\$ 140.98

Teamster 1	\$ 75.80	\$ 96.15	\$ 116.50
Teamster 2	\$ 76.13	\$ 96.65	\$ 117.16
Teamster 3	\$ 76.46	\$ 97.14	\$ 117.82
Teamster 4	\$ 76.85	\$ 97.72	\$ 118.59
Teamster 5	\$ 77.23	\$ 98.30	\$ 119.36

Carpenter - General	\$ 97.21	\$ 127.92	\$ 158.63
Carpenter App L1	\$ 56.39	\$ 75.82	\$ 95.26
Carpenter App L2	\$ 62.45	\$ 83.30	\$ 104.14
Carpenter App L3	\$ 68.07	\$ 90.33	\$ 112.58
Carpenter App L4	\$ 70.90	\$ 94.57	\$ 118.24
Carpenter App L5	\$ 85.94	\$ 111.02	\$ 136.09
Carpenter App L6	\$ 88.76	\$ 115.24	\$ 141.73
Carpenter App L7	\$ 91.57	\$ 119.47	\$ 147.36
Carpenter App L8	\$ 94.39	\$ 123.70	\$ 153.00

Cement Mason	\$ 78.02	\$ 101.71	\$ 125.40
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Electrician, Inside Wireman	\$ 99.92	\$ 134.25	\$ 168.58
Electrical Foreman	\$ 108.60	\$ 147.22	\$ 185.84
Electrical App L1	\$ 46.70	\$ 61.69	\$ 76.69
Electrical App L2	\$ 48.10	\$ 63.76	\$ 79.43
Electrical App L3	\$ 55.71	\$ 74.04	\$ 92.38
Electrical App L4	\$ 60.10	\$ 80.10	\$ 100.10
Electrical App L5	\$ 65.46	\$ 87.13	\$ 108.79
Electrical App L6	\$ 71.42	\$ 94.75	\$ 118.08
Electrical App L7	\$ 75.98	\$ 100.98	\$ 125.97
Electrical App L8	\$ 80.62	\$ 107.29	\$ 133.95
Electrical App L9	\$ 85.96	\$ 114.29	\$ 142.62
Electrical App L10	\$ 91.47	\$ 121.46	\$ 151.46

	Billable Rate (ST)	Billable Rate (OT)	Billable Rate (DT)
General Superintendent	\$ 150.00	\$ 225.00	\$ 300.00
Project Manager	\$ 200.00	\$ 300.00	\$ 400.00
Project Engineer	\$ 75.00	\$ 112.50	\$ 150.00

	Equipment	Rate		
84	CHEVY 2500 PICKUP TRUCK	\$ 37.61		
86	GMC SIERRA 1500 PICKUP TRUCK	\$ 37.61		
87	GMC SIERRA 1500 PICKUP TRUCK	\$ 37.61		
88	GMC SIERRA 2500 PICKUP TRUCK	\$ 37.61		
89	GMC SIERRA 2500 PICKUP TRUCK	\$ 37.61		
92	FORD F150 PICKUP TRUCK	\$ 37.61		
96	FORD F150 PICKUP TRUCK	\$ 37.61		
110	FORD F650 BOBTAIL DUMP TRUCK - 5 CY	\$ 73.34		
112	FORD F650 BOBTAIL DUMP TRUCK - 5 CY	\$ 73.34		
113	2,000 GALLON WATER TRUCK	\$ 54.71		
115	FREIGHTLINER M2 DUMP TRUCK - 5 CY	\$ 73.34		
116	MOROOKA MST-800V	\$ 55.48		
216	GROVE RT-745 CRANE	\$ 160.91		
217	GRADALL 534C FORKLIFT	\$ 50.30		
223	GROVE RT-760 CRANE	\$ 195.01		
224	GROVE RT-58C CRANE	\$ 77.43		
226	GRADALL 534C FORKLIFT	\$ 50.30		
229	GROVE RT-860 CRANE	\$ 171.08		
231	GRADALL 534D-10 FORKLIFT	\$ 78.87		
232	GENIE GS-1930 SCISSOR LIFT	\$ 26.20		
235	GRADALL 534D-9-45 FORKLIFT	\$ 78.87		
236	CAT TH83 FORK LIFT TRUCK	\$ 78.87		
237	CAT TH83 FORK LIFT TRUCK	\$ 78.87		
241	CAT TH83 FORK LIFT TRUCK	\$ 78.87		
300	SAKAI SV201TB-1 PADFOOT WITH BLADE	\$ 51.59		
303	JOHN DEERE 410J BACKHOE LOADER	\$ 79.88		
306	KOBELCO SK140SR EXCAVATOR	\$ 69.37		
322	BOBCAT 773 LOADER	\$ 35.36		
329	KOMATSU WA250 LOADER	\$ 113.02		
331	BOBCAT 773 LOADER	\$ 35.36		
333	HITACHI EX310-LC EXCAVATOR	\$ 87.44		
335	BOBCAT 873 LOADER	\$ 46.72		
338	CAT 330BL EXCAVATOR	\$ 185.19		
345	KOMATSU WA250 LOADER	\$ 113.02		
348	HITACHI EX100 EXCAVATOR	\$ 77.07		
349	BOMAG BW 90AD SMOOTH DRUM ROLLER	\$ 16.13		
351	JOHN DEERE 310E BACKHOE LOADER	\$ 54.37		
353	SULLAIR 185 49HP COMPRESSOR	\$ 28.53		
354	TAKEUCHI TB-016 EXCAVATOR	\$ 9.92		
358	BOBCAT S-185	\$ 46.72		
359	KOMATSU PC400 EXCAVATOR	\$ 209.47		
360	KOMATSU WA380-5 WHEEL LOADER	\$ 156.00		
362	BOMAG BW 90AD SMOOTH DRUM ROLLER	\$ 16.13		
366	DITCH WITCH 3700 TRENCHER	\$ 38.81		
367	KOMATSU PC35 EXCAVATOR	\$ 25.27		
369	KOMATSU PC220 EXCAVATOR	\$ 126.23		
371	CASE CX50B EXCAVATOR	\$ 35.39		
372	CASE CX75 SR EXCAVATOR	\$ 37.01		
373	VOLVO EC240 BLC EXCAVATOR	\$ 112.69		
374	CASE CX50B EXCAVATOR	\$ 35.39		
377	JOHN DEERE 310SG BACKHOE LOADER	\$ 63.31		
378	TAKEUCHI TB-125 EXCAVATOR	\$ 20.04		
383	BOBCAT S-650 SKID-STEER LOADER	\$ 46.72		
384	BOBCAT S-650 SKID-STEER LOADER	\$ 46.72		
385	JOHN DEERE JD-210LE LOADER	\$ 53.08		
386	SWEEPER (BOBCAT) BY QUICK ATTACH	\$ 38.66		
387	BOBCAT S-300 SKID-STEER LOADER	\$ 46.72		
388	JOHN DEERE 410K BACKHOE LOADER	\$ 85.75		
389	CAT D4G XL DOZER	\$ 59.09		
390	CAT CB24 VIBRATORY ROLLER	\$ 40.34		
391	KOBELCO SK140SR EXCAVATOR	\$ 69.37		
393	JOHN DEERE 27D COMPACT EXCAVATOR	\$ 22.23		
394	JOHN DEERE 410K BACKHOE LOADER	\$ 85.75		
395	JOHN DEERE 524K WHEEL LOADER	\$ 94.85		
398	CAT CB24B VIBRATORY ROLLER	\$ 50.19		
399	JOHN DEERE 210L LOADER	\$ 53.83		
416	18-FT TILT-BED TRAILER	\$ 1.66		
532	SULLIVAN D210QV COMPRESSOR	\$ 28.53		
534	SULLIVAN D210QV COMPRESSOR	\$ 28.53		
541	LEROI 200 AIR COMPRESSOR	\$ 28.53		
553	MULTIQUIP GENERATOR 70KW	\$ 36.90		
554	SULLIVAN D210QV COMPRESSOR	\$ 28.53		
555	SULLIVAN D210QV COMPRESSOR	\$ 28.53		
563	500 GALLON WATER TRAILER	\$ 3.47		
564	500 GALLON WATER TRAILER	\$ 3.47		
565	500 GALLON WATER TRAILER	\$ 3.47		
571	SULLAIR 185 49HP COMPRESSOR	\$ 28.53		
572	SULLAIR 185 49HP COMPRESSOR	\$ 28.53		
573	VAC-TRON PMD550DT	\$ 20.00		
575	VAC-TRON PMD550DT	\$ 20.00		
580	500 GALLON WATER TRAILER	\$ 3.47		
581	500 GALLON WATER TRAILER	\$ 3.47		
583	500 GALLON WATER TRAILER	\$ 3.47		
700	BOMAG 815-2 ASPHALT PAVER	\$ 74.79		
1005	CHEVY 3500HD CREW TRUCK - PAVING	\$ 42.39		
1006	CHEVY 2500HD PICKUP TRUCK	\$ 37.61		
1009	CHEVY 3500HD CREW TRUCK - UTILITY	\$ 42.39		
1010	FORD F150 PICKUP TRUCK	\$ 37.61		
1011	CHEVY 3500HD CREW TRUCK - CREW	\$ 42.39		
1017	FORD F150 PICKUP TRUCK	\$ 37.61		
1018	FORD F150 PICKUP TRUCK	\$ 37.61		

1019	FORD F250 CREW TRUCK - UTILITY	\$ 42.39		
1020	FORD F250 CREW TRUCK - UTILITY	\$ 42.39		
1024	FORD F150 PICKUP TRUCK	\$ 37.61		
1026	FORD F250 CREW TRUCK - UTILITY	\$ 42.39		
1028	GMC CANYON PICKUP TRUCK	\$ 37.61		
2001	JLG 8042 SKYTRAK TELEHANDLER	\$ 78.87		
2004	JLG 8042 SKYTRAK TELEHANDLER	\$ 78.87		
2005	TEREX RT-110-10 CRANE	\$ 175.02		
2007	JLG 8042 SKYTRAK TELEHANDLER	\$ 78.87		
3001	BOBCAT S-590 SKID-STEER LOADER	\$ 46.72		
3002	BOBCAT S-590 SKID-STEER LOADER	\$ 46.72		
3003	JOHN DEERE 310SK BACKHOE LOADER	\$ 63.76		
3004	JOHN DEERE 17G FT4 EXCAVATOR	\$ 17.97		
3005	KOBELCO SK230 SR LC-5 EXCAVATOR	\$ 123.82		
3006	BOBCAT S-650 SKID-STEER LOADER	\$ 46.72		
3007	JOHN DEERE 50G EXCAVATOR	\$ 34.93		
3008	HITACHI ZX300LC-6N EXCAVATOR	\$ 168.20		
3009	BOBCAT S-650 SKID-STEER LOADER	\$ 46.72		
3010	BOBCAT S-650 SKID-STEER LOADER	\$ 46.72		
3011	JOHN DEERE 710L BACKHOE LOADER	\$ 100.94		
3012	BOBCAT S-650 SKID-STEER LOADER	\$ 46.72		
3013	WEILER P385B ASPHALT PAVER	\$ 127.56		
3014	KOMATSU PC490LC-11 EXCAVATOR	\$ 267.30		
3015	CAT D6KP LGP DOZER	\$ 85.99		
3016	BOBCAT T-740 TRACK LOADER	\$ 46.72		
3017	BOBCAT S-740 SKID-STEER LOADER	\$ 46.72		
3019	KOMATSU WA320-8 WHEEL LOADER	\$ 131.94		
3020	JOHN DEERE 410L BACKHOE LOADER	\$ 85.75		
3021	JOHN DEERE 245G EXCAVATOR	\$ 116.33		
3022		\$ -		
3023	JOHN DEERE 50G EXCAVATOR	\$ 34.93		
3024	JOHN DEERE 210L LOADER	\$ 53.83		
3025	JOHN DEERE 35G EXCAVATOR	\$ 28.04		
3027		\$ -		
5002	PAVE-MATE PM230 BITUMINOUS DISTRIBUTOR	\$ 9.03		
5004	Wanco WVTM(A) Mini Full Matrix CMS	\$ 11.99		
5005	Wanco WVTM(A) Mini Full Matrix CMS	\$ 11.99		
5008	VAC-TRON LP573SDT	\$ 65.85		
7000	5,000 GALLON WATER TRUCK	\$ 93.61		
7001	FORD F750 BOBTAIL DUMP TRUCK - 5 CY	\$ 73.34		
7002	FREIGHTLINER M2 DUMP TRUCK - 7 CY	\$ 73.34		
7005	FORD F650 BOBTAIL DUMP TRUCK - 5 CY	\$ 73.34		
7006	FORD F650 BOBTAIL DUMP TRUCK - 5 CY	\$ 73.34		
7007	2,000 GALLON WATER TRUCK	\$ 54.71		

Classification	Billable Rate (ST)	Billable Rate (OT)	Billable Rate (DT)
Construction Specialist	\$ 103.36	\$ 133.24	\$ 163.13
Construction Specialist (Second Shift)	\$ 108.14	\$ 140.42	\$ 172.70
Laborer 1	\$ 98.70	\$ 131.56	\$ 160.89
Labor 1 (Second Shift)	\$ 107.02	\$ 138.74	\$ 170.46
Laborer 2	\$ 101.99	\$ 131.20	\$ 160.40
Laborer 3	\$ 101.83	\$ 130.96	\$ 160.08
Laborer 4	\$ 91.77	\$ 115.86	\$ 139.94
Laborer 6	\$ 103.76	\$ 133.86	\$ 163.95
Laborer 7	\$ 85.56	\$ 106.55	\$ 127.53
Labor App L1	\$ 56.56	\$ 76.94	\$ 96.57
Labor App L2	\$ 85.56	\$ 106.55	\$ 127.53
Labor App L3	\$ 90.99	\$ 114.68	\$ 138.39
Labor App L4	\$ 96.41	\$ 122.82	\$ 149.23

Foreman	\$ 144.13	\$ 190.31	\$ 236.50
Foreman (Second Shift)	\$ 148.89	\$ 197.43	\$ 245.99
Operator 1	\$ 148.13	\$ 196.32	\$ 244.50
Operator 2	\$ 145.71	\$ 192.69	\$ 239.66
Operator 3	\$ 143.38	\$ 189.18	\$ 234.97
Operator 4	\$ 141.19	\$ 185.90	\$ 230.61
Operator 4 (Second Shift)	\$ 148.74	\$ 197.21	\$ 245.70
Operator 5	\$ 139.19	\$ 182.89	\$ 226.59
Operator 6	\$ 137.10	\$ 179.76	\$ 222.42
Operator 7	\$ 135.30	\$ 177.06	\$ 218.82
Operator 8	\$ 133.49	\$ 174.35	\$ 215.21
Operator App L1	\$ 102.78	\$ 129.14	\$ 155.51
Operator App L2	\$ 106.85	\$ 135.26	\$ 163.68
Operator App L3	\$ 110.91	\$ 141.36	\$ 171.80
Operator App L4	\$ 115.00	\$ 147.48	\$ 179.96
Operator App L5	\$ 127.22	\$ 165.82	\$ 204.42

Teamster 1	\$ 109.91	\$ 139.42	\$ 168.93
Teamster 2	\$ 110.39	\$ 140.14	\$ 169.88
Teamster 3	\$ 110.87	\$ 140.85	\$ 170.84
Teamster 4	\$ 111.43	\$ 141.69	\$ 171.96
Teamster 5	\$ 111.98	\$ 142.54	\$ 173.07

Carpenter - General	\$ 140.95	\$ 185.48	\$ 230.01
Carpenter App L1	\$ 81.77	\$ 109.94	\$ 138.13
Carpenter App L2	\$ 90.55	\$ 120.79	\$ 151.00
Carpenter App L3	\$ 98.70	\$ 130.98	\$ 163.24
Carpenter App L4	\$ 102.81	\$ 137.13	\$ 171.45
Carpenter App L5	\$ 124.61	\$ 160.98	\$ 197.33
Carpenter App L6	\$ 128.70	\$ 167.10	\$ 205.51
Carpenter App L7	\$ 132.78	\$ 173.23	\$ 213.67
Carpenter App L8	\$ 136.87	\$ 179.37	\$ 221.85

Cement Mason	\$ 113.13	\$ 147.48	\$ 181.83
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Electrician, Inside Wireman	\$ 141.97	\$ 190.30	\$ 238.63
Electrical Foreman	\$ 154.21	\$ 208.57	\$ 262.94
Electrical App L1	\$ 67.72	\$ 89.45	\$ 111.20
Electrical App L2	\$ 69.75	\$ 92.45	\$ 115.17
Electrical App L3	\$ 80.78	\$ 107.36	\$ 133.95
Electrical App L4	\$ 87.15	\$ 116.15	\$ 145.15
Electrical App L5	\$ 94.92	\$ 126.34	\$ 157.75
Electrical App L6	\$ 103.56	\$ 137.39	\$ 171.22
Electrical App L7	\$ 110.17	\$ 146.42	\$ 182.66
Electrical App L8	\$ 116.90	\$ 155.57	\$ 194.23
Electrical App L9	\$ 124.64	\$ 165.72	\$ 206.80
Electrical App L10	\$ 132.63	\$ 176.12	\$ 219.62

	Billable Rate (ST)	Billable Rate (OT)	Billable Rate (DT)
General Superintendent	\$ 217.50	\$ 326.25	\$ 435.00
Project Manager	\$ 290.00	\$ 435.00	\$ 580.00
Project Engineer	\$ 108.75	\$ 163.13	\$ 217.50

	Equipment	Rate		
84	CHEVY 2500 PICKUP TRUCK	\$ 47.01		
86	GMC SIERRA 1500 PICKUP TRUCK	\$ 47.01		
87	GMC SIERRA 1500 PICKUP TRUCK	\$ 47.01		
88	GMC SIERRA 2500 PICKUP TRUCK	\$ 47.01		
89	GMC SIERRA 2500 PICKUP TRUCK	\$ 47.01		
92	FORD F150 PICKUP TRUCK	\$ 47.01		
96	FORD F150 PICKUP TRUCK	\$ 47.01		
110	FORD F650 BOBTAIL DUMP TRUCK - 5 CY	\$ 91.68		
112	FORD F650 BOBTAIL DUMP TRUCK - 5 CY	\$ 91.68		
113	2,000 GALLON WATER TRUCK	\$ 68.39		
115	FREIGHTLINER M2 DUMP TRUCK - 5 CY	\$ 91.68		
116	MOROOKA MST-800V	\$ 69.35		
216	GROVE RT-745 CRANE	\$ 201.14		
217	GRADALL 534C FORKLIFT	\$ 62.88		
223	GROVE RT-760 CRANE	\$ 243.76		
224	GROVE RT-58C CRANE	\$ 96.79		
226	GRADALL 534C FORKLIFT	\$ 62.88		
229	GROVE RT-860 CRANE	\$ 213.85		
231	GRADALL 534D-10 FORKLIFT	\$ 98.59		
232	GENIE GS-1930 SCISSOR LIFT	\$ 32.75		
235	GRADALL 534D-9-45 FORKLIFT	\$ 98.59		
236	CAT TH83 FORK LIFT TRUCK	\$ 98.59		
237	CAT TH83 FORK LIFT TRUCK	\$ 98.59		
241	CAT TH83 FORK LIFT TRUCK	\$ 98.59		
300	SAKAI SV201TB-1 PADFOOT WITH BLADE	\$ 64.49		
303	JOHN DEERE 410J BACKHOE LOADER	\$ 99.85		
306	KOBELCO SK140SR EXCAVATOR	\$ 86.71		
322	BOBCAT 773 LOADER	\$ 44.20		
329	KOMATSU WA250 LOADER	\$ 141.28		
331	BOBCAT 773 LOADER	\$ 44.20		
333	HITACHI EX310-LC EXCAVATOR	\$ 109.30		
335	BOBCAT 873 LOADER	\$ 58.40		
338	CAT 330BL EXCAVATOR	\$ 231.49		
345	KOMATSU WA250 LOADER	\$ 141.28		
348	HITACHI EX100 EXCAVATOR	\$ 96.34		
349	BOMAG BW 90AD SMOOTH DRUM ROLLER	\$ 20.16		
351	JOHN DEERE 310E BACKHOE LOADER	\$ 67.96		
353	SULLAIR 185 49HP COMPRESSOR	\$ 35.66		
354	TAKEUCHI TB-016 EXCAVATOR	\$ 12.40		
358	BOBCAT S-185	\$ 58.40		
359	KOMATSU PC400 EXCAVATOR	\$ 261.84		
360	KOMATSU WA380-5 WHEEL LOADER	\$ 195.00		
362	BOMAG BW 90AD SMOOTH DRUM ROLLER	\$ 20.16		
366	DITCH WITCH 3700 TRENCHER	\$ 48.51		
367	KOMATSU PC35 EXCAVATOR	\$ 31.59		
369	KOMATSU PC220 EXCAVATOR	\$ 157.79		
371	CASE CX50B EXCAVATOR	\$ 44.24		
372	CASE CX75 SR EXCAVATOR	\$ 46.26		
373	VOLVO EC240 BLC EXCAVATOR	\$ 140.86		
374	CASE CX50B EXCAVATOR	\$ 44.24		
377	JOHN DEERE 310SG BACKHOE LOADER	\$ 79.14		
378	TAKEUCHI TB-125 EXCAVATOR	\$ 25.05		
383	BOBCAT S-650 SKID-STEER LOADER	\$ 58.40		
384	BOBCAT S-650 SKID-STEER LOADER	\$ 58.40		
385	JOHN DEERE JD-210LE LOADER	\$ 66.35		
386	SWEEPER (BOBCAT) BY QUICK ATTACH	\$ 48.33		
387	BOBCAT S-300 SKID-STEER LOADER	\$ 58.40		
388	JOHN DEERE 410K BACKHOE LOADER	\$ 107.19		
389	CAT D4G XL DOZER	\$ 73.86		
390	CAT CB24 VIBRATORY ROLLER	\$ 50.43		
391	KOBELCO SK140SR EXCAVATOR	\$ 86.71		
393	JOHN DEERE 27D COMPACT EXCAVATOR	\$ 27.79		
394	JOHN DEERE 410K BACKHOE LOADER	\$ 107.19		
395	JOHN DEERE 524K WHEEL LOADER	\$ 118.56		
398	CAT CB24B VIBRATORY ROLLER	\$ 62.74		
399	JOHN DEERE 210L LOADER	\$ 67.29		
416	18-FT TILT-BED TRAILER	\$ 2.08		
532	SULLIVAN D210QV COMPRESSOR	\$ 35.66		
534	SULLIVAN D210QV COMPRESSOR	\$ 35.66		
541	LEROI 200 AIR COMPRESSOR	\$ 35.66		
553	MULTIQUIP GENERATOR 70KW	\$ 46.13		
554	SULLIVAN D210QV COMPRESSOR	\$ 35.66		
555	SULLIVAN D210QV COMPRESSOR	\$ 35.66		
563	500 GALLON WATER TRAILER	\$ 4.34		
564	500 GALLON WATER TRAILER	\$ 4.34		
565	500 GALLON WATER TRAILER	\$ 4.34		
571	SULLAIR 185 49HP COMPRESSOR	\$ 35.66		
572	SULLAIR 185 49HP COMPRESSOR	\$ 35.66		
573	VAC-TRON PMD550DT	\$ 25.00		
575	VAC-TRON PMD550DT	\$ 25.00		
580	500 GALLON WATER TRAILER	\$ 4.34		
581	500 GALLON WATER TRAILER	\$ 4.34		
583	500 GALLON WATER TRAILER	\$ 4.34		
700	BOMAG 815-2 ASPHALT PAVER	\$ 93.49		
1005	CHEVY 3500HD CREW TRUCK - PAVING	\$ 52.99		
1006	CHEVY 2500HD PICKUP TRUCK	\$ 47.01		
1009	CHEVY 3500HD CREW TRUCK - UTILITY	\$ 52.99		
1010	FORD F150 PICKUP TRUCK	\$ 47.01		
1011	CHEVY 3500HD CREW TRUCK - CREW	\$ 52.99		
1017	FORD F150 PICKUP TRUCK	\$ 47.01		
1018	FORD F150 PICKUP TRUCK	\$ 47.01		

1019	FORD F250 CREW TRUCK - UTILITY	\$ 52.99		
1020	FORD F250 CREW TRUCK - UTILITY	\$ 52.99		
1024	FORD F150 PICKUP TRUCK	\$ 47.01		
1026	FORD F250 CREW TRUCK - UTILITY	\$ 52.99		
1028	GMC CANYON PICKUP TRUCK	\$ 47.01		
2001	JLG 8042 SKYTRAK TELEHANDLER	\$ 98.59		
2004	JLG 8042 SKYTRAK TELEHANDLER	\$ 98.59		
2005	TEREX RT-110-10 CRANE	\$ 218.78		
2007	JLG 8042 SKYTRAK TELEHANDLER	\$ 98.59		
3001	BOBCAT S-590 SKID-STEER LOADER	\$ 58.40		
3002	BOBCAT S-590 SKID-STEER LOADER	\$ 58.40		
3003	JOHN DEERE 310SK BACKHOE LOADER	\$ 79.70		
3004	JOHN DEERE 17G FT4 EXCAVATOR	\$ 22.46		
3005	KOBELCO SK230 SR LC-5 EXCAVATOR	\$ 154.78		
3006	BOBCAT S-650 SKID-STEER LOADER	\$ 58.40		
3007	JOHN DEERE 50G EXCAVATOR	\$ 43.66		
3008	HITACHI ZX300LC-6N EXCAVATOR	\$ 210.25		
3009	BOBCAT S-650 SKID-STEER LOADER	\$ 58.40		
3010	BOBCAT S-650 SKID-STEER LOADER	\$ 58.40		
3011	JOHN DEERE 710L BACKHOE LOADER	\$ 126.18		
3012	BOBCAT S-650 SKID-STEER LOADER	\$ 58.40		
3013	WEILER P385B ASPHALT PAVER	\$ 159.45		
3014	KOMATSU PC490LC-11 EXCAVATOR	\$ 334.13		
3015	CAT D6KP LGP DOZER	\$ 107.49		
3016	BOBCAT T-740 TRACK LOADER	\$ 58.40		
3017	BOBCAT S-740 SKID-STEER LOADER	\$ 58.40		
3019	KOMATSU WA320-8 WHEEL LOADER	\$ 164.93		
3020	JOHN DEERE 410L BACKHOE LOADER	\$ 107.19		
3021	JOHN DEERE 245G EXCAVATOR	\$ 145.41		
3022		\$ -		
3023	JOHN DEERE 50G EXCAVATOR	\$ 43.66		
3024	JOHN DEERE 210L LOADER	\$ 67.29		
3025	JOHN DEERE 35G EXCAVATOR	\$ 35.05		
3027		\$ -		
5002	PAVE-MATE PM230 BITUMINOUS DISTRIBUTOR	\$ 11.29		
5004	Wanco WVTM(A) Mini Full Matrix CMS	\$ 14.99		
5005	Wanco WVTM(A) Mini Full Matrix CMS	\$ 14.99		
5008	VAC-TRON LP573SDT	\$ 82.31		
7000	5,000 GALLON WATER TRUCK	\$ 117.01		
7001	FORD F750 BOBTAIL DUMP TRUCK - 5 CY	\$ 91.68		
7002	FREIGHTLINER M2 DUMP TRUCK - 7 CY	\$ 91.68		
7005	FORD F650 BOBTAIL DUMP TRUCK - 5 CY	\$ 91.68		
7006	FORD F650 BOBTAIL DUMP TRUCK - 5 CY	\$ 91.68		
7007	2,000 GALLON WATER TRUCK	\$ 68.39		

EXHIBIT C
SCHEDULE OF PERFORMANCE

This is an on-call as needed agreement.

For each job under this agreement, the City will request a detailed task order proposal from the Contractor. The Contractor proposal shall include an itemized breakdown of hourly labor and equipment rates as well as all materials and material mark up costs. The City's project manager will issue a notice to proceed if the proposal is accepted. The Contractor will issue an invoice at the completion of the each task order, and shall include a detailed breakdown of all hourly charges for labor and equipment, materials, and material mark up costs.

**MAINTENANCE SERVICE AGREEMENT
GOLDEN BAY CONSTRUCTION, INC.**

THIS AGREEMENT is entered into and becomes effective on _____ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Golden Bay Construction, Inc. a California corporation ("SERVICE PROVIDER") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on _____, _____, 20____.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 2026, at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by SERVICE PROVIDER shall be on-call water and sewer repairs as further described in **Exhibit A.**
4. **Compensation.** SERVICE PROVIDER shall be compensated as follows:
 - 4.1. **Amount.** \$400,000. Total compensation to SERVICE PROVIDER under this Agreement during its initial term set forth in Section 2 above shall not exceed Four Hundred Thousand dollars and shall be billed based on the rate and basis set forth in **Exhibit B.** If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to SERVICE PROVIDER during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for the extended term exceed 105% of the maximum compensation allowed to be paid to SERVICE PROVIDER for one year of service during the initial term of this Agreement.
 - 4.2. **Billing.** SERVICE PROVIDER shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by SERVICE PROVIDER on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 14 Notices. Payment will be made to SERVICE PROVIDER within thirty (30) days of receipt of invoice by CITY. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY'S judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

5. **Termination.** CITY or SERVICE PROVIDER shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, SERVICE PROVIDER shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require SERVICE PROVIDER to complete certain work product or documents and SERVICE PROVIDER shall deliver to CITY all documents in its possession without additional compensation to SERVICE PROVIDER. The City Manager is authorized to terminate this Agreement, in whole or in part, on behalf of CITY.

- 5.1. **Non-Appropriations.** Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for CITY for any reason whatsoever in any fiscal year, for payments due under this Agreement, CITY will immediately notify SERVICE PROVIDER of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CITY or are otherwise available for payments.

6. **Performance of Work.** SERVICE PROVIDER represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by SERVICE PROVIDER in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of SERVICE PROVIDER'S profession. By delivery of completed work, SERVICE PROVIDER certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. SERVICE PROVIDER is liable for any property damage caused by SERVICE PROVIDER or its Subcontractors during performance of the services and shall notify the CITY of damage within 24 hours of the occurrence. SERVICE PROVIDER must promptly repair or replace any real or personal property damage and must promptly restore the property to its original or intended condition. CITY may repair or replace the real or personal property damage if SERVICE PROVIDER fails to do so, and the cost of the repairs or replacement may be deducted or offset from any compensation due to SERVICE PROVIDER.

- 6.1. **Schedule.** SERVICE PROVIDER shall perform all work and services under this Agreement in conformance with the time schedule set forth on **Exhibit C**, "Schedule of Performance," attached hereto and incorporated herein by this reference. The City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement.

- 6.2. **Storage of Service Provider's Equipment.** If SERVICE PROVIDER desires to leave or store any of SERVICE PROVIDER'S equipment at a CITY site while SERVICE PROVIDER is performing work or service pursuant to this Agreement, SERVICE PROVIDER will first obtain the consent of the City Manager, or his/her delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at SERVICE PROVIDER'S sole risk.

7. **Hazardous Materials.** Without limiting any other requirement or obligation of SERVICE PROVIDER under this Agreement, if SERVICE PROVIDER needs to use any material or chemical considered to be a hazardous material under any federal, state or local law, regulation or policy, SERVICE PROVIDER agrees to fully and timely abide by and comply with all laws, regulations and policies pertaining to the use, transport, removal, handling, disposal or other activity related to any and all such materials or chemicals. Prior to commencement of work or services under this Agreement, SERVICE PROVIDER shall provide CITY with a complete list of the hazardous materials SERVICE PROVIDER reasonably anticipates it may need to use to provide the services of SERVICE PROVIDER under this Agreement, together with the reasonably anticipated quantities thereof, if requested by CITY.

8. **Insurance Requirements.** SERVICE PROVIDER shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of SERVICE PROVIDER, including its subcontractors, employees and agents, relating to or arising from the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. Any deductibles or self-insured retentions must be declared to and approved by City. SERVICE PROVIDER further understands that CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to SERVICE PROVIDER, at any time as deemed necessary to protect the interests of CITY.

8.1. **Insurance Types and Amounts.**

- 8.1.1. **Commercial General Liability (CGL).** SERVICE PROVIDER shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 8.1.2. **Automobile Liability.** SERVICE PROVIDER shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if SERVICE PROVIDER does not own automobiles, then SERVICE PROVIDER shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 8.1.3. **Workers' Compensation Insurance and Employer's Liability.** SERVICE PROVIDER shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If SERVICE PROVIDER is self-insured, SERVICE PROVIDER shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.
- 8.1.4. **Pollution (Environmental) Liability.** If the performance of SERVICE PROVIDER'S work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, SERVICE PROVIDER shall procure and maintain Pollution Liability covering the SERVICE PROVIDER'S liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million

dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

8.1.5. Professional Liability.

8.1.5.1. If the performance of SERVICE PROVIDER'S work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), SERVICE PROVIDER shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if SERVICE PROVIDER maintains a claims-made policy, SERVICE PROVIDER shall provide written evidence of such insurance to CITY for at least five (5) years after the completion of work performed under this Agreement.

8.1.5.2. If the performance of SERVICE PROVIDER'S work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), SERVICE PROVIDER shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

8.1.6. Sexual Abuse/Molestation Liability (SML): If the performance of SERVICE PROVIDER'S work or service under this Agreement involves contact with minors, SERVICE PROVIDER shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) two hundred thousand dollars (\$200,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

8.2. Endorsements. SERVICE PROVIDER shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

8.2.1. General Liability and pollution liability (when pollution liability applies).

8.2.1.1. "Additionally Insured" - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds on a form at least as broad as ISO Form CG 20 10 for ongoing operations.

8.2.1.2. "Waiver of Rights of Subrogation" - The insurer waives the right of subrogation against the City of Morgan Hill and CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and

8.2.1.3. "Primary and Non-Contributing" - Insurance shall be endorsed to 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 ISO Form CG 20 01.

8.2.2. Workers Compensation.

If the performance of SERVICE PROVIDER'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, SERVICE PROVIDER'S presence during site visits and meetings, then insurer waives the right of subrogation against the City of Morgan Hill and the CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

8.3. **Qualification of Insurers.** All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better.

8.4. **Certificates.** SERVICE PROVIDER shall furnish CITY with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, SERVICE PROVIDER shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to SERVICE PROVIDER'S agreement with CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. A "material change" is a change that results in non-compliance with any insurance requirements in this section 8. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

City of Morgan Hill
Attn: Risk Management
17575 Peak Avenue
Morgan Hill, CA 95037

9. **Non-Liability of Officials and Employees of CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

10. **Compliance with Law.**

10.1. SERVICE PROVIDER and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. SERVICE PROVIDER and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon any basis prohibited by State or Federal law, including but not limited to, race, color, creed, religion, gender, marital status, age, sexual

orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

- 10.2. Without limiting the provisions of Section 10.1 above, each worker performing work under this Agreement shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. SERVICE PROVIDER shall post a copy of the applicable prevailing rates at the Worksite. Pursuant to Labor Code Section 1775, SERVICE PROVIDER and any Subcontractor shall forfeit to CITY as a penalty up to two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. SERVICE PROVIDER shall also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.
- 10.3. DIR Registration. CITY will not accept a Bid Proposal from or enter into a contract with a SERVICE PROVIDER, without first receiving proof to the satisfaction of CITY that SERVICE PROVIDER and its subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. Under Labor Code section 1771.4, this Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- 10.4. Compliance with Wage and Hour Laws: SERVICE PROVIDER, 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 and the California Labor Code.

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

Prior Judgments against SERVICE PROVIDER and/or its Subcontractors: BY SIGNING THIS AGREEMENT, SERVICE PROVIDER 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 SERVICE PROVIDER OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. SERVICE PROVIDER FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: 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 SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or SERVICE PROVIDER learns of such a judgment, decision, or order that was not previously disclosed, SERVICE PROVIDER shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final

judgment, decision or order. SERVICE PROVIDER and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. CITY reserves the right to require SERVICE PROVIDER to enter into an agreement with CITY regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, CITY reserves the right to withhold payment to SERVICE PROVIDER until such judgment, decision or order has been satisfied in full.

Material Breach: 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.

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. 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.

11. **Independent Contractor.** SERVICE PROVIDER is an independent contractor and not an agent or employee of CITY.

12. **Confidentiality.** All data, documents, or other information received by SERVICE PROVIDER from CITY or prepared in connection with SERVICE PROVIDER'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by SERVICE PROVIDER without prior written consent by CITY.

13. **Conflict of Interest and Reporting.** SERVICE PROVIDER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

14. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of SERVICE PROVIDER is as follows:

Golden Bay Construction, Inc.
3826 Depot Road
Hayward, CA 94545

Address of CITY is as follows:

Utilities Division
City of Morgan Hill
100 Edes St.,
Morgan Hill, CA 95037

with a copy to:
City Clerk
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

15. **Licenses, Permits and Fees.** SERVICE PROVIDER shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes and regulations of the federal, state and local government.

16. **Service Provider's Proposal.** If applicable, this Agreement shall include SERVICE PROVIDER'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

17. **Maintenance of Records.**

17.1. **Maintenance.** SERVICE PROVIDER shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. SERVICE PROVIDER shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3-year period, then SERVICE PROVIDER shall retain said records until such action is resolved.

17.2. **Access to and Audit of Records.** CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of SERVICE PROVIDER and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of CITY or as part of any audit of CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

17.3. **Ownership of Work Product.** All documents or other information developed or received by SERVICE PROVIDER for work performed under this Agreement shall be the property of CITY. SERVICE PROVIDER shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

18. **Familiarity with Work.** By executing this Agreement, SERVICE PROVIDER represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should SERVICE PROVIDER discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at SERVICE PROVIDER'S risk, until written instructions are received from CITY.

19. **Time of Essence.** Time is of the essence in the performance of this Agreement.

20. **No Assignment.** Neither this Agreement nor any portion shall be assigned by SERVICE PROVIDER, without prior written consent of CITY. Any attempted assignment not first approved by

CITY shall be void and, at CITY'S option, shall terminate this Agreement effective as of the date of such attempted assignment.

21. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

22. **Defense and Indemnification.**

22.1. **Defense and Indemnification.** SERVICE PROVIDER shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by SERVICE PROVIDER, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

22.2. **Exceptions.** SERVICE PROVIDER is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence or willful misconduct of CITY.

22.3. **Not limited by insurance.** The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMS alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by SERVICE PROVIDER.

22.4. **Right to Offset.** CITY shall have the right to offset against any compensation due SERVICE PROVIDER under this Agreement any amount due CITY from SERVICE PROVIDER as a result of SERVICE PROVIDER'S failure to pay CITY promptly any indemnification arising under this Section (22) and any amount due CITY from SERVICE PROVIDER arising from SERVICE PROVIDER'S failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

22.5. **Interpretation.** This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of SERVICE PROVIDER to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

23. **Entire Agreement; Modification; Conflicting Provisions.** This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only by a subsequent mutual written agreement executed by CITY and SERVICE PROVIDER. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

24. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

25. **Interpretation.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

26. **Preservation of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

27. **Binding Agreement.** Notwithstanding the provisions of Section 20 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of SERVICE PROVIDER in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

28. **Electronic Signatures.** Unless otherwise prohibited by law or CITY policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the CITY.

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[Signatures on Next Page]

29. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

CITY OF MORGAN HILL

City Clerk/Deputy City Clerk

City Manager

Michelle Bigelow
Print Name

Christina J. Turner
Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:

Golden Bay Construction, Inc.

City Attorney

By: _____

Donald A. Larkin
Print Name

Johnny Zanette - President

Print Name and Title of Signer.
If Corporate: Chairman, President or Vice
President

Date: _____

Date: 8/15/2023

By: _____

Brent Zanette - Secretary

Print Name and Title of Signer.
If Corporate: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer

Date: 8/15/2023

451401

Contractor's License Number(s) (if applicable)

1000002870

Contractor's DIR Registration Number(s) (if applicable)

Expiration Date(s) 1/31/2024

Expiration Date(s) 6/30/2025

Seal:

EXHIBIT A SCOPE OF SERVICES

This project is to provide water and sewer repairs on an on-call, as-needed, time-and-materials basis for a period of two (2) years with the option for three (3) additional single year extensions. The City's intent is to enter into agreements with one to three qualified contractors for the provision of these services. Any tasking shall be initiated solely by the City. Further, execution of the agreements by the City does not in any way guarantee that any tasking or request for on-call services will be issued to any party. Moreover, execution of the agreements by the City shall not entitle contracted parties to any form of payment or compensation from the City without first having issued tasking or request for services from a contractor.

Typical work to be performed under this contract includes repair of water service leaks, water main leaks, hydrant repair, valve replacement, water service replacement, meter installation, sewer main repairs, sewer lateral repair, manhole repair or installation, backfill of excavations, compaction, and final paving of streets. From time to time the City may request service for a backhoe with operator and/or laborers to assist the City repair crew. The Contractor also may be requested to do patch paving work. City staff and equipment will be made available for assistance with shutdowns and some activities.

The work to be performed under this contract consists of furnishing all tools, equipment, materials, supplies, and manufactured articles to complete the services as needed. It shall also include the furnishing of all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the contract in strict accordance with the Contract Documents and City's Standard Details for Construction [Standard Details for Construction -Link](#) currently in effect.

The Contractor may utilize the services of specialty subcontractors on those parts of the work that, under normal contracting practices, are performed by specialty subcontractor. It is understood that at least 50 percent of the work to be performed shall be performed by the successful Contractor. Any subcontractor used must adhere to the same terms and conditions as the successful contractor. The Contractor is representing to City that he/she and any subcontractor has all appropriate licenses, certifications, and registrations to perform the work hereunder. The Contractor shall be fully responsible to the City for the performance of his/her subcontractors, and of persons either directly or indirectly employed by them.

City Responsibilities

City's personnel will identify and assess specific projects or repairs. The City will notify Contractor of general locations requiring construction or repair, and a general description of the field conditions at repair locations, and materials to be provided by the City. The City's Project Manager or designated representative will direct the general process to be followed but shall not generally direct the means or methods to be used by the Contractor. The City will provide base maps or record drawings of facilities when they are requested and available. All work to be completed will be agreed upon prior

to the commencement of work with a general scope of services. Drawings will be provided if applicable. The City will issue a written task order and attach the contractor's scope of work for projects that are not an emergency. Notification of residents whose service may be interrupted will be the responsibility of the City.

Contractor's Responsibilities

The Contractor will provide a scope of work for each project that is not an emergency. The scope of work will be the basis for the project and will serve as supplement to the contract documents for that particular project. The scope of work shall include a not to exceed amount for the project. The Contractor shall be responsible for providing the following to complete the services in a timely manner as outlined below:

- Qualified Labor
- Tools
- Equipment, including all necessary Safety Equipment
- Materials and Supplies
- Transportation
- Services (including fuel, power, water, and communications)
- Sheeting and shoring as required
- Traffic control devices and measures

For an emergency repair the Contractor shall make every effort to begin the repair within four (4) hours of notification that a repair is needed. Notification of the repair will be made in the form of a phone call. The City is aware that the Contractor may have other commitments. The Contractor shall notify the City if they do not have the manpower to mobilize a crew to begin the repair within the allotted time. If the Contractor cannot mobilize the City will contact the other Contractor on the list. If none of the Contractors on the short list derived this solicitation can do the work within the time frame, the City reserves the right to seek assistance from another contracting firm.

Contractor is responsible for damage resulting from performing work and clean-up of effected area. The Contractor shall incur these damage costs and not pass these charges to the City.

The Contractor shall be cautioned that the City has Asbestos Cement Pipe (ACP) in some areas of the water distribution system as well as the wastewater collection system. Some of the repairs may be on ACP lines. The Contractor and its employees shall be properly trained for working on these ACP lines. All current OSHA standards shall be followed.

As some of the infrastructure falls outside of City limits, the Contractor will have to obtain encroachment permits, if needed, in the jurisdiction where the work is taking place.

Repair Standards

The Contractor is responsible for meeting all contract conditions and City's Standard Details for Construction (link on page 9), specifications, and drawings. If the City's Inspectors determine that any repair work is substandard, the Contractor shall be advised thereof orally and in writing, and shall redo all such work at the expense of the Contractor. The City's Project Manager and Inspectors will determine a time when the re-work is to be completed and re-inspect the repair to determine if the repair has been performed satisfactorily. The Contractor shall comply with all Federal, State, and Local safety rules and regulations.

Materials and Supplies

At the time of notification, the City will provide the Contractor with a list of City supplied materials. The Contractor is responsible for having a reliable supply chain in place to obtain, in a timely manner, all additional materials and supplies needed for the required repair. All materials and supplies obtained by the Contractor for the work must be new and free from defects. There will be no mark-up or other cost charged to the City for materials and supplies used from the City's inventory. The City will deliver small materials and fittings such as repair clamps, corp stops, etc. to the project site. Any bulk materials such as aggregate base, temporary asphalt paving, etc. provided by the City shall be picked up by the Contractor at the City's Corporation Yard.

Disposal of Materials

All materials shall be disposed of in a manner that does not adversely affect the environment and is consistent with local, state, and federal laws and regulations.

Response Schedule

Emergency Repair - The Contractor will make every effort to begin emergency repairs within the notification specified herein, or in accordance with a schedule approved by the City. Notification to the Contractor may be in the form of a telephone call, facsimile, or e-mail, depending on the urgency of the repair. The City reserves the rights, in its sole discretion, to require a more rapid response should it deem it to be necessary. A typical emergency repair will have a response time of four (4) hours. If repair cannot be started within this period, the City reserves the right to obtain the services of other Contractors.

Scheduled Repair - If a scheduled repair cannot be started within twenty-four (24) hours of the City's scheduled time of repair, the Contractor shall provide the City accurate estimate of when work can start. The City will work with the Contractor in regards to other commitments the Contractor may have. However, the City reserves the right to seek outside assistance from other Contractors if scheduling cannot be agreed upon and repairs are determined by the City, in its sole discretion, to be as required.

Physical Location of Underground Utilities

The City is responsible for providing all utility maps or record drawings to perform repairs.

Facilities Shown or Indicated – Unless it is otherwise expressly provided in the section below, Protection of Existing Facilities, the City shall not be responsible for the accuracy or completeness of information or data shown on the City's water and sewer system base maps or any other utility information, and the Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Utilities for coordination of the work with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the work, the cost of which will be considered as having been included in the contract price. Existing utility lines that are shown, or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and back-filling and if damaged, shall be immediately repaired by the Contractor except as the owner of the utility or other facility may otherwise direct. All repairs due to damage are subject to inspection and approval by an authorized representative of the property owner before being concealed by backfill or other work. The obligations set forth in this paragraph and other paragraphs concerning underground work shall apply to such damage as may occur after back-filling or is not discovered until after completion of the back-filling.

Facilities Not Shown or Indicated - If an Underground Utility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the City's water and sewer system base maps and not otherwise made known to the Contractor prior to excavation, which the Contractor could not reasonably have been expected to be aware of based on the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the repair, the Contractor shall identify the owner of such Underground Utility and give written notice thereof to the City in accordance with the requirements of the next section, Protection of Existing Facilities. In the event that the Contractor damages any existing utility lines that are not shown or the locations of which are not made known to the Contractor prior to excavation, a written report thereof shall be made immediately to the City. If directed by the City, repairs shall be made by the Contractor.

To the extent required by Government Code section 4215, all costs of locating, repairing damage to, and removing or relocating such utility facilities not shown or indicated, and for the necessary idling of equipment on the project which was actually working on that portion of the work which was interrupted or idled by removal or relocation of such utility facilities not shown or indicated, which costs were not incurred due to the failure of the Contractor to exercise reasonable care, will be paid for as time and materials.

Protection of Existing Facilities

General - The Contractor shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation. Restoration shall be to the reasonable satisfaction of the City or to the affected utility or franchisee.

The Contractor shall verify the exact locations and depths of all utilities or improvements shown and the Contractor shall make exploratory excavations of all utilities or improvements that may interfere with the Work. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility or improvement. The Contractor shall notify and obtain concurrence with City staff of that number of exploratory excavations.

It shall be the Contractor's responsibility to see that all utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall exercise care in all excavations to avoid damage to existing underground facilities. This shall include hand digging in those areas where underground facilities are known to exist until they have been sufficiently located to avoid damage to the facilities. No additional compensation shall be provided the Contractor for compliance with the provisions of this section or for the damage and repair of facilities due to the lack of such care.

Right-of-Way - The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, communication wire or cable, or electric transmission line; any fence; or any other structure, nor shall the Contractor enter upon the right-of-way involved until notified by the City's representative that the City has secured authority therefore from the appropriate authority. All oil and gasoline pipelines, power, and telephone or other communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the Work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the City are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable.

In case it shall be necessary to move the property of any public utility or franchise holder, the Contractor shall provide written and just cause for utilities to be moved, and such utility company or franchise holder will, upon request of the Contractor, be notified in writing by the City to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the City's Engineer a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.

This procedure is intended to prevent the Contractor from arbitrarily deciding to cut through any other utility's or any franchisee's facilities. It allows the City to coordinate such work with those agencies and set the timeline and sequence of such work. After authorization has been obtained, the Contractor shall give said party due notice of its intention to begin work, and shall give said party convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing same. The Contractor shall provide such special protection as may be necessary to protect all known utilities and other improvements that may be impaired during construction operations and shall take all possible precautions for the protection of unforeseen utility lines or other improvements to provide for uninterrupted service.

Utilities to be Removed/Relocated - Where the proper completion of the repair work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement that is

shown, the Contractor shall remove and, without unnecessary delay, temporarily replace or relocate such utility or facility. In all cases of such temporary removal or relocation, restoration to the former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former location and to as good or better condition than found prior to removal.

Restoration of Pavement:

A. General. All paved areas, including asphalt concrete berms, cut or damaged during construction, shall be replaced in accordance with the specifications of the public authority that has jurisdiction over the site of the work. The City of Morgan Hill and the County of Santa Clara own public right of ways within the City's service area. All temporary and permanent pavements shall conform to the requirements of the affected pavement owner. All pavements that are subject to partial removal shall be neatly saw cut in straight lines per specifications.

B. Temporary Resurfacing. Wherever required by the public authority with jurisdiction over the site of the work, the Contractor shall place temporary surfacing promptly after back-filling and shall maintain such surfacing for the period of time fixed by said authority before proceeding with the final restoration of improvements.

C. Permanent Resurfacing. In order to obtain a satisfactory junction with adjacent surfaces, the Contractor shall comply with the applicable City or County Specifications, at its expense. The City will pay for initial testing. Any required re-testing and correction costs will be the responsibility of the Contractor.

D. Restoration of Sidewalks or Private Driveways. Wherever sidewalks or private roads have been removed for purposes of construction, the Contractor shall place suitable temporary sidewalks or roadways promptly after back-filling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the Contractor shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made. Final restorations shall be in accordance with any applicable City and/or general construction codes.

Notification by the City - For routine repairs, the City shall notify Underground Service Alert (1-800-642-2444) forty-eight (48) hours prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way.

Facility Access

Continuous access to the City's facilities shall be provided at all times during the Project. Such access shall be suitable for large vehicles, e.g. chemical delivery and sludge hauling trucks. Access routes shall be provided for each planned project.

Water Quality Protection and Stormwater Quality

The Contractor shall take all necessary steps to protect the storm drain system from discharges of construction-related wastewater, including saw cutting slurry, concrete washout, sediment-contaminated and runoff, sewage overflows, and highly-chlorinated discharges from water line testing. This will require the use of Best Management Practices (BMPs) such as providing sediment controls on downstream storm drain inlets, collecting and removing saw cutting slurry, providing an area for concrete washout, and directing highly-chlorinated discharges to the sanitary sewer or by dechlorinating this water. The Contractor is responsible for damage resulting from performing repair and clean-up of effected area.

Trench Excavation

The maximum length of trench excavation in advance of the pipe laying operation shall be 50 feet, and the maximum amount of trench remaining open without backfill shall be 50 feet. No trench in public areas shall be left open during periods when the Contractor is not at the site of work; trenches in these areas shall either be backfilled and temporarily paved, where applicable, or covered with steel trench plates as specified in the technical specifications.

Underground Facilities

The Contractor shall exercise care in all excavations to avoid damage to existing underground facilities. This shall include potholing and hand digging in those areas where underground facilities are known to exist until they have been sufficiently located to avoid damage to the facilities.

Prior to fabrication of any materials, the Contractor shall verify the locations and elevations of existing underground facilities to ensure proper connection and/or clearance.

The Contractor shall exercise care in maintaining those pipes and facilities to be abandoned and/or removed which are required for the continuing operation of the existing facilities until such time as they can be abandoned. The Contractor shall exercise extreme caution in working in any area adjacent to existing facilities. It is essential that the existing facilities be maintained in service until the new work is ready for full time operation and is placed in service.

No additional compensation shall be provided the Contractor for compliance with the provisions of this section for the damage and repair of such facilities due to the lack of care, and the Contractor shall be responsible for the direct and indirect costs resulting from the damage and repair of such facilities.

Working Hours

For **Emergency Repairs** working hours may be any day of the week at any time. The crews that respond to the emergency shall comply with applicable labor codes for hours worked.

For **Scheduled Repairs** normal City staff working hours are from 7:00 a.m. to 3:30 p.m., excluding weekends and City holidays. Unless otherwise approved in writing by the City, repair work shall be allowed only between the hours of 7:00 a.m. and 8:00 p.m. on weekdays and, when approved in writing in advance by the City, 9:00 a.m. to 6:00 p.m. on weekends and holidays. These working hours may be adjusted on a job by job basis depending on nature of the project and specific encroachment permit conditions for the project.

The Contractor shall notify the City at least 48 hours prior to any work outside the normal working hours defined above, on weekends or holidays.

Noise Abatement

All operations at the site of the repairs shall be performed so as to minimize unnecessary noise. Special measures shall be taken to suppress noise during night hours. Noise levels due to Contractor's activities shall not exceed the levels specified by local ordinance.

Internal combustion engines used on the work shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.

Warranty and Scheduled Maintenance

The Contractor hereby agrees to make, at its own expense, all repairs or replacements necessitated by defects in materials or workmanship, in those components provided, installed, replaced and/or modified by the Contractor, and pay for any damage to other works resulting from such defects, which becomes evident within one (1) year after the date of acceptance of installation work, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Agreement. This warranty shall include all parts and labor and the performance of all manufacturers' recommended maintenance. This in no way shall limit, amend, or reduce any manufacturer's warranty. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors. This warranty shall not apply to existing equipment that was not modified or significantly adjusted so as to change its operation. The Contractor also agrees to indemnify, defend and hold the City harmless from liability of any kind arising from damage due to covered defects. Prior to the final acceptance of installation work, the Contractor shall provide phone numbers for around-the-clock notification of the need for emergency service repairs, a schedule showing specific dates for routine maintenance service calls.

The Contractor shall respond within four (4) hours of City's emergency service call after receipt of notice from the City, and promptly make all repairs arising out of defective materials, workmanship, or equipment. If a service response does not occur within four (4) hours, or diligent efforts are not made to effect repairs, the City will notify the Contractor (by fax or voice mail if no representative is available) of its intent to secure another service provider. Thereafter, the City is authorized to make such repairs, and the Contractor shall be liable for the cost thereof. In case of emergency, where, in

the opinion of the City, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection t The Contractor shall direct all of its equipment suppliers and/or manufacturers to promptly provide to it and to the City any and all information concerning product defects or other problems and shall promptly forward to the City any such information received, whether before, during, or after the warranty period.

Prior to the expiration of the warranty period, the City reserves the right to hold a meeting and require the attendance of the Contractor. The purpose of the meeting is to review warranties, bonds, and maintenance requirements, and determine required repair or replacement of defective items.

EXHIBIT B
SCHEDULE OF COMPENSATION RATES

On-Call Services for Water and Sewer Repairs

Per Page 6 of this RFP, this work is subject to prevailing wage. The hourly wages to be paid laborers, workers, or mechanics shall not be less than the DIR prevailing wage rates for an hour's work in the same trade or occupation in Santa Clara County. Prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>.

Description	Unit	Hourly Rate
1. LABOR		
a. Project Manager	Hour	\$ <u>163.00</u>
b. Foreman/Superintendent	Hour	\$ <u>128.00</u>
c. Equipment Operator	Hour	\$ <u>122.00</u>
d. Journeyman	Hour	\$ <u>105.00</u>
e. Laborer or Equivalent	Hour	\$ <u>98.00</u>
2. EQUIPMENT		
a. Boom Truck	Hour	\$ <u>N/A</u>
b. Service Vehicle (utility body pickup) or Equivalent	Hour	\$ <u>37.00</u>
c. Backhoe (Case 580E or comparable)	Hour	\$ <u>65.00</u>
d. Welder	Hour	\$ <u>N/A</u>
e. Compressor (150 cfm)	Hour	\$ <u>19.00</u>
f. 5 yd Dump Truck	Hour	\$ <u>51.00</u>
g. 24-inch Vibratory Smooth Drum Roller	Hour	\$ <u>33.00</u>
3. MOBILIZATION AND DEMOBILIZATION		

Mobilization and Demobilization	<u>7</u> % (Fill In)
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4. OVERHEAD AND PROFIT

Overhead and Profit	<u>20</u> % (Fill In)
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5. MATERIALS MARKUP

Materials Markup - Cannot exceed 25%	<u>15</u> % (Fill In)
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6. SUBCONTRACTOR MARKUP

Subcontractor Markup	<u>15</u> % (Fill In)
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**EXHIBIT C
SCHEDULE OF PERFORMANCE**

This is an on-call as needed agreement.

For each job under this agreement, the City will request a detailed task order proposal from the Contractor. The Contractor proposal shall include an itemized breakdown of hourly labor and equipment rates as well as all materials and material mark up costs. The City's project manager will issue a notice to proceed if the proposal is accepted. The Contractor will issue an invoice at the completion of the each task order, and shall include a detailed breakdown of all hourly charges for labor and equipment, materials, and material mark up costs.

CITY COUNCIL STAFF REPORT

MEETING DATE: August 23, 2023

PREPARED BY:

Maria Angeles, Senior Civil Engineer

APPROVED BY: City Manager

APPROVE FINAL MAP FOR MANZANITA PARK - TRACT NO. 10585 AND RELATED SUBDIVISION IMPROVEMENTS AGREEMENT AND ENCROACHMENT AGREEMENT

RECOMMENDATION(S)

1. Approve the Final Map;
2. Approve a Subdivision Improvements Agreement with TOLL WEST COAST LLC, a Delaware Limited Liability Company;
3. Approve an Encroachment Agreement with TOLL WEST COAST LLC;
4. Authorize the City Manager to execute the Subdivision Improvements Agreement and Encroachment Agreement; and
5. Authorize the recordation of the Final Map, Subdivision Improvements Agreement, and Encroachment Agreement.

COUNCIL PRIORITIES, GOALS & STRATEGIES

2022-2023 Strategic Priorities

Economic Development

Guiding Documents

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

Manzanita Park – Tract 10585 is a two-lot, 67-unit residential condominium development located at the northernmost part of the City, just east of the Monterey Road/Tilton Avenue intersection as shown on the attached Site Map (Attachment 1). The project shares its northerly property line with an undeveloped agricultural land within the City of San Jose and shares its easterly property line with a parcel within the unincorporated area of Santa Clara County.

The project's first lot, labeled as Parcel 1 on the Final Map, has an area of 3.1 acres and would be located north of the proposed extension of Tilton Avenue (a public arterial street) to the east of Monterey Road. The second lot, labeled as Parcel No. 2, has an area of 1.8 acres and would be south of the Tilton Avenue extension.

The extension of Tilton Avenue begins at Monterey Road then will terminate at the project's easterly property line. The Developer will dedicate to the City (in fee) the ultimate right-of-way width of the extended segment of Tilton Avenue. Pursuant to the City's current General Plan, further connection of Tilton Avenue to Burnett Avenue is a future consideration if the adjacent easterly, unincorporated County parcel is annexed to the City.

Since the connection of Tilton Avenue to Burnett Avenue is not expected to occur in the near term and since the extended segment of Tilton Avenue will only be serving the project site, the project will construct the extended segment of Tilton Avenue with an interim street width ranging from 40' to 52' which is less than the City standard width of a public arterial street.

Encroachment Agreement

In connection with the development of the project, the Developer will construct a private sanitary sewer system from Parcel 1, then southerly to a private sanitary sewer lift station on Parcel 2, and then will be extended along Monterey Road to connect to the existing public sewer main that begins at the intersection of Monterey Road and Burnett Avenue. A 79-foot-long segment of the private sanitary sewer line will run parallel to Monterey Road and will cross the Tilton Avenue extension. This sewer segment is proposed to be a permanent private sanitary sewer improvement.

The Developer will also construct temporary private improvements on portions of the Tilton Avenue extension right-of-way and on the proposed Public Service Easement behind both sides of the new Tilton Avenue right-of-way. The temporary private improvements consist of the project's private amenities (such as bike racks, metal benches, water feature, portion of a tot lot, and other amenities) and other private utilities.

Since both the permanent private sanitary sewer improvement and temporary private improvements will encroach into the Tilton Avenue right-of-way and Public Service Easements, an Encroachment Agreement (Attachment 2) is required to memorialize the respective rights and obligations of the City and Developer with respect to the private sanitary sewer improvement and temporary private improvements.

Under the proposed Encroachment Agreement, the Developer and future Homeowners Association (HOA) will be responsible for the inspection, repair, restoration, reconstruction, replacement, and maintenance of the private sewer improvement and temporary private improvements at the Developer's/HOA's sole cost, risk and expense. Moreover, when the City finally decides to widen the extended portion of Tilton Avenue to its ultimate/City standard street width, the Developer or future HOA will be required to remove and/or relocate the temporary private improvements at their sole cost and expense.

Final Map

The Developer, TOLL WEST COAST LLC, has completed all the conditions specified by the Planning Commission in the approval of the project's Vesting Tentative Map and

Design Review Permit (Resolution No. 22-05). At the time of approval of the Vesting Tentative Map and Design Permit, the developer was North Corridor Investors. TOLL WEST COAST LLC now holds title to the development property.

The City Council is required to approve the Final Map (Attachment 3) if it conforms to all the requirements of the Subdivision Map Act, and any conditions of approval for the Vesting Tentative Map.

The Developer has furnished the City with the necessary documents to complete the processing of the Final Map and has made provisions to provide the City with the required fees, security, and insurance prior to recordation of the Final Map. The Final Map conforms to the requirements of the Subdivision Map Act, and conditions of approval have been met.

Staff recommends that City Council approve the Final Map and authorize the City Manager to sign the Subdivision Improvements Agreement (Attachment 4) and the Encroachment Agreement pending review and approval by the City Attorney.

COMMUNITY ENGAGEMENT:

Inform

The Planning Commission approved the project's Vesting Tentative Map and Design Permit at its March 22, 2022 meeting. The project was publicly noticed including a mailing to property owners within 600 feet of the project.

ALTERNATIVE ACTIONS:

There is no feasible alternative action as the Developer has met the requirements of the Vesting Tentative Map conditions approved by the Planning Commission to file for a Final Map approval.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

March 22, 2022 – Planning Commission adopted Resolution No. 22-05, approving the Vesting Tentative Map and Design Permit.

FISCAL AND RESOURCE IMPACT:

Development review costs for this project are paid for from development processing fees.

CEQA (California Environmental Quality Act):

Project

A Mitigated Negative Declaration was adopted for this project on March 22, 2022.



County of Santa Clara; Sanborn Map Company



**Engineering and Utilities Department
Land Development Engineering Division**

Site Map Manzanita Park Tract No. 10585



0 65 130 260 390 520

Feet

Page 216 of 476

RECORDING REQUESTED BY
WHEN RECORDED RETURN TO

CITY OF MORGAN HILL
City Clerk's Office
17575 PEAK AVENUE
MORGAN HILL, CA 95037

(RECORD AT NO FEE PURSUANT TO
GOVERNMENT CODE SECTION 27383)

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("AGREEMENT") is made this _____ day of _____, 2023, by and between TOLL WEST COAST LLC, a Delaware Limited Liability Company ("DEVELOPER"), and the CITY OF MORGAN HILL, a California municipal corporation ("CITY"). DEVELOPER and CITY are sometimes referred to collectively herein as the "PARTIES" and individually as "PARTY."

RECITALS

A. DEVELOPER holds fee title to the real property located east of the intersection of Monterey Road and Tilton Avenue in the City of Morgan Hill, County of Santa Clara, State of California, with current Assessor's Parcel Number 725-01-018, which real property is more specifically described on **Exhibit "A"**, entitled "Legal Description of Project Property," attached hereto and incorporated by this reference (the "PROJECT PROPERTY").

B. DEVELOPER is the current developer of that proposed residential condominium development on the PROJECT PROPERTY, commonly known as MANZANITA PARK ("PROJECT").

C. The former, original developer of the PROJECT, North Corridor Investors LLC, a Limited Liability Company, obtained the CITY's approval for the PROJECT'S two-lot Vesting Tentative Map (SD2020-0007) and a Design Permit (SR2020-0017) on March 22, 2022 per Planning Commission Resolution Number 22-05.

D. CITY plans to extend Tilton Avenue through Burnett Avenue in the future pursuant to the CITY'S General Plan.

E. As a condition of approval of the Final Map, DEVELOPER is required to construct and dedicate public right-of-way to CITY consisting of the extended portion of Tilton Avenue. CITY will own in fee title that certain real property of approximately 0.74 gross acre in size which is the proposed extension of Tilton Avenue, a public street, and generally located to the east of Monterey Road and to the north of Burnett Avenue, in the City of Morgan Hill, County of Santa Clara, State of California, which real property is more specifically described on **Exhibit "B"**,

entitled "Legal Description of City Property," attached hereto and incorporated by this reference (the "CITY PROPERTY").

F. The PROJECT PROPERTY is subject to easements for Public Service ("P.S.E." or "EASEMENT") required as conditions of approval as shown on the PROJECT'S proposed Final Map for Tract No. 10585.

G. As shown on the Final Map, buildings and structures generally may not be located within the P.S.E. area.

H. DEVELOPER intends, and CITY will allow, some PROJECT improvements to be located temporarily within the P.S.E. as described herein.

I. The PROJECT will be encumbered by and will be subject to a certain Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements to be recorded in the Office of the County Recorder for Santa Clara County, California ("DECLARATION").

J. The PROJECT will form a homeowners association ("ASSOCIATION") to be referenced in the DECLARATION. The ASSOCIATION will own fee title to the common areas in the PROJECT (as defined in the DECLARATION).

K. In connection with the development of the PROJECT PROPERTY, as required by CITY under the Engineering conditions of approval of the PROJECT'S Vesting Tentative Map and Design Permit, DEVELOPER will construct and install the permanent private sanitary sewer improvement and temporary private improvements on portions of both the CITY PROPERTY and EASEMENT as shown on the PLANS.

L. The permanent private sanitary sewer improvement is the segment of the PROJECT'S private sanitary sewer line, approximately 79 feet in length, that runs parallel to Monterey Road and begins from a private sanitary sewer manhole located near the future private drive named "Juniper Loop" and ends south at another private sanitary sewer manhole located near the future private drive named "Lavender Loop", shown on **Exhibit "C"**, entitled "Permanent Sewer Improvement", attached hereto and incorporated herein by this reference ("PERMANENT SEWER IMPROVEMENT").

M. The temporary private improvements consist of the PROJECT'S private amenities (that include bike racks, metal benches, water feature, portion of a tot lot, and other amenities), private utilities (except for the PERMANENT SEWER IMPROVEMENT), private landscaping and associated irrigation and backflow preventer assembly, and private driveways and walkways, shown on **Exhibit "D"**, entitled "Temporary Improvements", attached hereto and incorporated herein by this reference ("TEMPORARY IMPROVEMENTS"). Some TEMPORARY IMPROVEMENTS are required to be included in the PROJECT by the CITY'S Zoning Code or PROJECT approvals.

N. The PERMANENT SEWER IMPROVEMENT and TEMPORARY IMPROVEMENTS are shown upon, and in a manner that conforms to, the location and design shown on the civil and landscape sheets of the offsite improvement plans entitled, "Improvement Plans – Manzanita Park, Tract No. 10585" (the "PLANS").

O. DEVELOPER and CITY desire to set forth their respective rights and obligations with respect to the PERMANENT SEWER IMPROVEMENT and TEMPORARY IMPROVEMENTS in this AGREEMENT.

NOW, THEREFORE, in furtherance of the foregoing Recitals, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, DEVELOPER and CITY hereby agree as follows:

1. **Location of Permanent Sewer Improvement and Temporary Improvements; Terms.**
 - a. The PERMANENT SEWER IMPROVEMENT may permanently remain only upon that portion of the CITY PROPERTY and EASEMENT as shown upon **Exhibit "C"** and the PLANS, subject to the terms and conditions of this AGREEMENT.
 - b. The TEMPORARY IMPROVEMENTS may temporarily remain only upon that portion of the CITY PROPERTY and EASEMENT as shown upon **Exhibit "D"** and the PLANS, subject to the terms and conditions of this AGREEMENT.
 - c. CITY makes no representations or warranties to DEVELOPER about the condition of the CITY PROPERTY and EASEMENT, or any portion thereof, or that the CITY PROPERTY and EASEMENT are suitable for the PERMANENT SEWER IMPROVEMENT and TEMPORARY IMPROVEMENTS.
 - d. CITY reserves the right for itself and others to use the CITY PROEPRTY AND EASEMENT for public purposes, including but not limited to the installation and maintenance of underground utilities.
2. **Membership to Underground Service Alert (USA):** The DEVELOPER is required to sign up as a member with Underground Service Alert (USA) for future marking by the DEVELOPER and ASSOCIATION of the PERMANENT SEWER IMPROVEMENT. DEVELOPER shall provide proof of USA membership prior to PROJECT acceptance or prior to building final of the last unit, whichever is first.
3. **Use, Maintenance and Repair of Permanent Sewer Improvement and Temporary Improvements.**
 - a. DEVELOPER and ASSOCIATION are required to apply for a City Encroachment Permit for all work performed within the CITY'S right-of-way.
 - b. DEVELOPER and ASSOCIATION shall be solely responsible for, at DEVELOPER's/ASSOCIATION's sole cost, risk and expense, inspecting, repairing, restoring, reconstructing, replacing, and maintaining the PERMANENT SEWER IMPROVEMENT and TEMPORARY IMPROVEMENTS (and the related CITY PROPERTY upon which the PERMANENT SEWER IMPROVEMENT and

TEMPORARY IMPROVEMENTS are located) in a good, safe, sanitary, and undamaged condition, in compliance with all applicable laws, ordinances and codes and in accordance with the DECLARATION and the PLANS.

- c. CITY hereby grants to DEVELOPER and ASSOCIATION the right to use, inspect, maintain, repair, and replace the PERMANENT SEWER IMPROVEMENT and TEMPORARY IMPROVEMENTS in the location as shown upon Exhibit "C", Exhibit "D", and the PLANS, in accordance with this AGREEMENT and the DECLARATION; provided, however, that CITY reserves unto itself the right to construct, maintain, repair, replace, access and use that portion of the CITY PROPERTY and EASEMENT upon which the PERMANENT SEWER IMPROVEMENT and TEMPORARY IMPROVEMENTS are located for underground utilities.
- d. The operation and maintenance of the PERMANENT SEWER IMPROVEMENT and the PROJECT's private sanitary sewer system are also subject to a separate Private Sanitary Sewer Maintenance Agreement to be executed by the DEVELOPER.
- e. The proposed extended portion of Tilton Avenue will be widened in the future to its ultimate street width as determined by the City Engineer. At that time, the City will design a capital improvement project that will remove, relocate and/or abandon the existing improvements within the area of street widening except for the TEMPORARY IMPROVEMENTS. The TEMPORARY IMPROVEMENTS will need to be abandoned, removed or relocated by DEVELOPER or ASSOCIATION, at its sole cost and expense, within sixty (60) days upon a demand in writing therefor by CITY. The PARTIES hereto agree to meet promptly to ascertain a reasonable method of achieving such abandonment, removal and/or relocation based on current CITY standards and requirements. Abandonment, removal and/or relocation may require design or building permits. If DEVELOPER or ASSOCIATION fails to so remove or relocate a TEMPORARY IMPROVEMENT, CITY may cause such work to be done and the cost therefor shall be the responsibility of the DEVELOPER or ASSOCIATION. DEVELOPER or ASSOCIATION shall pay CITY for the costs of such work within thirty (30) days of receipt of an invoice from CITY. Said costs may be deemed a lien upon the PROJECT PROPERTY if costs remain unpaid for a period of sixty (60) days from demand of payment.
- f. DEVELOPER agrees that neither DEVELOPER nor ASSOCIATION shall bring onto the CITY PROPERTY and EASEMENT, nor store or dispose of on the CITY PROPERTY and EASEMENT, nor allow others to bring onto, store or dispose on the CITY PROPERTY and EASEMENT, any hazardous material of any kind.
- g. DEVELOPER agrees to provide CITY with reasonable advance notice of any repair, restoration, or reconstruction work or related service that DEVELOPER or ASSOCIATION may perform pursuant to this AGREEMENT. CITY agrees to provide DEVELOPER and ASSOCIATION with reasonable notice of work or service that may be performed by or on behalf of CITY upon the portion of CITY PROPERTY and EASEMENT upon which the PERMANENT SEWER IMPROVEMENT and TEMPORARY IMPROVEMENTS are located.

- h. Unless the CITY's written approval is first obtained, DEVELOPER and/or ASSOCIATION shall not construct nor install any other improvements, other than the PERMANENT SEWER IMPROVEMENT and TEMPORARY IMPROVEMENTS, within or upon the CITY PROPERTY and EASEMENT or any portion thereof, nor shall expand or otherwise enlarge any of the PERMANENT SEWER IMPROVEMENT and TEMPORARY IMPROVEMENTS.
 - i. Except as otherwise described in this AGREEMENT, DEVELOPER and ASSOCIATION shall keep and cause to be kept the areas of CITY PROPERTY and EASEMENT completely open, free, and unobstructed at all times.
- 4. **Assumption of Risks, Insurance, and Indemnity.** DEVELOPER assumes all risks associated with the use of, and any and all activities upon, the CITY PROPERTY and EASEMENT and hereby waives any claim against CITY and its officers, directors, employees, agents, contractors, and invitees arising out of DEVELOPER's and ASSOCIATION's use of or activities upon the CITY PROPERTY and EASEMENT. Concurrently with its execution of this AGREEMENT, DEVELOPER shall provide the CITY with proof of a policy or policies of liability insurance with limits of liability thereunder not less than Two Million Dollars (\$2,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence (if commercially reasonable to obtain), with a certificate that names the CITY, its elected officials, officers, employees and contractors as additional insureds ("Additional Insureds"). DEVELOPER shall defend (with legal counsel reasonably acceptable to Additional Insureds), indemnify and hold Additional Insureds free and harmless with respect to any and all claims, liabilities, and legal actions arising out of the acts or omissions of DEVELOPER, or any of DEVELOPER's officers, employees, agents or contractors in the performance of rights granted, or obligations imposed, by this AGREEMENT. This indemnity does not extend to any claims, liens, losses, costs, expenses, damages or other liability arising from or relating to any negligent or intentional acts or omissions by Additional Insureds. This paragraph shall survive termination of this AGREEMENT.
- 5. **Liens.** DEVELOPER shall keep the CITY PROPERTY and EASEMENT free of any liens or stop notices, shall promptly remove any liens, placed thereon resulting or arising from any actions or inactions of DEVELOPER or ASSOCIATION and shall indemnify, defend, and hold the CITY harmless from any and all liability, loss or expense associated with any such liens or stop notices.
- 6. **Possessory Interest Tax Notice.** CITY hereby provides notice, and DEVELOPER hereby acknowledges receipt of such notice, that pursuant to California Revenue & Taxation Code Section 107.6, any use or occupancy of public property, such as the CITY PROPERTY, may cause certain taxes to be levied upon such interest in said CITY PROPERTY. The PARTIES agree that DEVELOPER and ASSOCIATION shall be solely liable for, and shall timely pay and discharge prior to delinquency, any and all possessory interest taxes or other taxes that may be levied against DEVELOPER'S and ASSOCIATION'S right to occupy and use the CITY PROPERTY under this AGREEMENT.

7. **Compliance With Laws.** Each of the PARTIES shall at all times comply fully with all applicable governmental laws, ordinances, rules, codes, regulations, and permit requirements pertaining to the use of the CITY PROPERTY and EASEMENT and maintenance and repair of the PERMANENT SEWER IMPROVEMENT and TEMPORARY IMPROVEMENTS.
8. **Waiver.** The failure of any of the PARTIES or their successors to enforce any of the terms and provisions set forth herein shall not constitute a waiver of the right to enforce the same thereafter.
9. **Entire Agreement.** This AGREEMENT constitutes the entire integrated AGREEMENT of the PARTIES with respect to the subject matter of this AGREEMENT. This AGREEMENT may not be amended or terminated except by a writing signed by authorized signatories of all PARTIES.
10. **Construction.** The section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Wherever the context hereof may so require, the singular shall include the plural and the masculine shall include the feminine and neuter. This AGREEMENT shall be interpreted pursuant to its plain and ordinary meaning, as though prepared by both PARTIES, and in accordance with the laws of the State of California.
11. **Notice.** All notices required by this AGREEMENT shall be given in writing and shall be delivered personally, by first class mail, with postage pre-paid, or by a reputable overnight delivery service. Notices shall be considered given and received on the earlier of (a) receipt, if personally delivered or express mailed to the addressee, or to a partner or an officer of the addressee if the addressee is a partnership or corporation, or (b) forty-eight (48) hours following deposit in the United States mail.
- a. Address of DEVELOPER is as follows:
- Steve Savage
Toll Brothers – Northern California Division
6800 Koll Center Parkway, Suite 320
Pleasanton, CA 94566-7053
- b. Address of CITY is as follows:
- City Engineer
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
- With a copy to:
- City Clerk
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
12. **Incorporation of Exhibit.** Exhibits "A", "B", "C" and "D" to this AGREEMENT are incorporated herein by this reference as if fully set forth herein.

13. **Release of Developer Obligations.** Upon the sale of the last unit in the PROJECT, DEVELOPER shall have no further obligations under this AGREEMENT, and ASSOCIATION shall be and remain fully responsible for each and every obligation hereunder.
14. **Successors and Assigns.** This AGREEMENT is made for the direct benefit of DEVELOPER'S property described in Exhibit "A". The rights and obligations of the PARTIES hereunder shall be binding on the successors and assigns of the PARTIES hereto.
15. **Binding Effect.** This AGREEMENT shall run with the land and be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of DEVELOPER and CITY.
16. **Third Party Beneficiaries.** Except as expressly stated in this AGREEMENT, this AGREEMENT is entered into for the sole benefit of DEVELOPER and the CITY and may not be enforced by any third party.
17. **Recordation of Agreement.** Any of the PARTIES may cause this AGREEMENT or a memorandum thereof to be recorded in the Office of the County Recorder of Santa Clara County, California.
18. **Governing Law and Venue.** The provisions of this AGREEMENT shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action arising out of this AGREEMENT shall be the Superior Court of the County of Santa Clara, California.
19. **Authority to Execute.** Each person executing this AGREEMENT on behalf of a PARTY represents and warrants for the benefit of the other PARTY that the person is duly authorized to execute this AGREEMENT on behalf of that PARTY and to bind that PARTY thereby.
20. **Counterpart Executions.** This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signatures Follow on Subsequent Page)

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IN WITNESS WHEREOF, the PARTIES have made and executed this AGREEMENT on the day and year first above written.

"DEVELOPER"

TOLL WEST COAST LLC, a Delaware
Limited Liability Company

BY: _____

Name: _____

Title: _____

BY: _____

Name: _____

Title: _____

*[Acknowledgement by Notary Public
required]*

"CITY"

CITY OF MORGAN HILL, a California
municipal corporation

ATTEST:

By: _____
Michelle Bigelow, City Clerk

By: _____
Christina J. Turner, City Manager

APPROVED AS TO FORM:

By: _____
Donald A. Larkin, City Attorney

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 **Santa Clara**

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

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY 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 **Santa Clara**

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

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROJECT PROPERTY

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

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF MONTEREY ROAD, AS THE SAME EXISTED PRIOR TO NOVEMBER 12, 1937, AT THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM PETER RAGGIO, ET UX., TO VICTOR RAGGIO, DATED NOVEMBER 22, 1930, RECORDED DECEMBER 2, 1930 IN BOOK 546 OFFICIAL RECORDS PAGE 30, SANTA CLARA COUNTY RECORDS; RUNNING THENCE SOUTH 39 DEG. 30' EAST ALONG THE SAID NORTHEASTERLY LINE OF MONTEREY ROAD 705.018 FEET, MORE OR LESS, TO THE WESTERNMOST CORNER OF THAT CERTAIN 1.00 ACRE TRACT OF LAND DESCRIBED IN THE DEED FROM M. E. LENNON TO BURNETT SCHOOL DISTRICT, DATED JULY 16, 1928, RECORDED JULY 17, 1928 IN BOOK 415 OFFICIAL RECORDS PAGE 164, SANTA CLARA COUNTY RECORDS; RUNNING THENCE NORTH 50 DEG. 30' EAST ALONG THE NORTHWESTERLY LINE OF SAID 1.00 ACRE TRACT 401.12 FEET TO THE NORTHERNMOST CORNER THEREOF RUNNING THENCE NORTH 39 DEG. 30' WEST AND PARALLEL WITH THE SAID NORTHEASTERLY LINE OF THE MONTEREY ROAD 700 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY LINE OF LAND SO DESCRIBED IN THE DEED TO SAID VICTOR RAGGIO; RUNNING THENCE SOUTH 49 DEG. 01' WEST ALONG SAID LAST NAMED LINE 401 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM PETER RAGGIO, ET UX, TO STATE OF CALIFORNIA, DATED NOVEMBER 12, 1937, RECORDED DECEMBER 11, 1937 IN BOOK 858 OFFICIAL RECORDS PAGE 52, AS FOLLOWS:

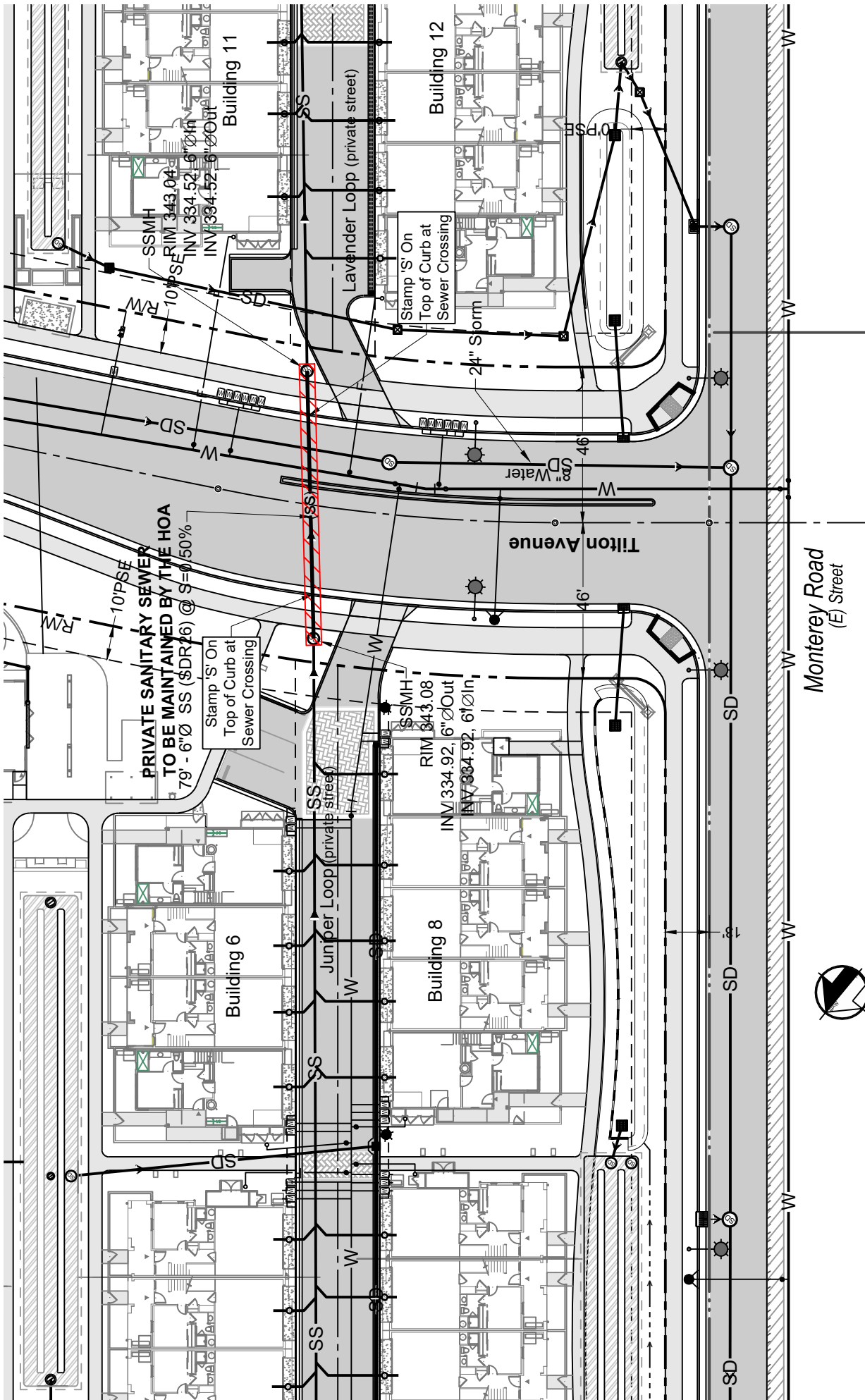
COMMENCING AT THE POINT OF INTERSECTION OF THE PROPERTY LINE COMMON TO THE LANDS NOW OR FORMERLY OWNED BY VICTOR RAGGIO AND PETER RAGGIO, AND THE EASTERLY LINE OF MONTEREY ROAD AND BEING DISTANT NORTH 48 DEG. 33' 15" EAST 18.77 FEET FROM ENGINEER'S STATION 910+97.04 ON THE CENTER LINE OF THE DEPARTMENT OF PUBLIC WORKS' SURVEY BETWEEN COYOTE AND MORGAN HILL, ROAD 1V-SCI-2-B: THENCE FROM SAID POINT OF COMMENCEMENT ALONG SAID PROPERTY LINE NORTH 48 DEG. 33' 15" EAST 38.26 FEET TO A POINT ON A LINE PARALLEL TO AND 57 FEET EASTERLY AT RIGHT ANGLES FROM THE CENTER LINE OF SAID SURVEY; THENCE ALONG SAID PARALLEL LINE, SOUTH 39 DEG. 36' 15" EAST 695.96 FEET TO THE NORTHWESTERLY PROPERTY LINE OF THAT 1 ACRE TRACT CONVEYED BY PETER RAGGIO AND TINY RAGGIO, HIS WIFE, TO M.E. LENNON, BY DEED DATED JULY 16, 1928 RECORDED JULY 17, 1928 IN BOOK 415 OFFICIAL RECORDS PAGE 163; THENCE ALONG SAID PROPERTY LINE, SOUTH 50 DEG. 14' 45" WEST 38.43 FEET TO THE EASTERLY LINE OF MONTEREY ROAD; THENCE ALONG SAID EASTERLY LINE OF NORTH 39 DEG. 35' 20" WEST 694.83 FEET TO THE POINT OF COMMENCEMENT.

APN: 725-01-018

EXHIBIT "B"

LEGAL DESCRIPTION OF CITY PROPERTY

[To Be Attached after Final Map is Recorded]



Scale 1" = 40'



EXHIBIT "C" PERMANENT SEWER IMPROVEMENT

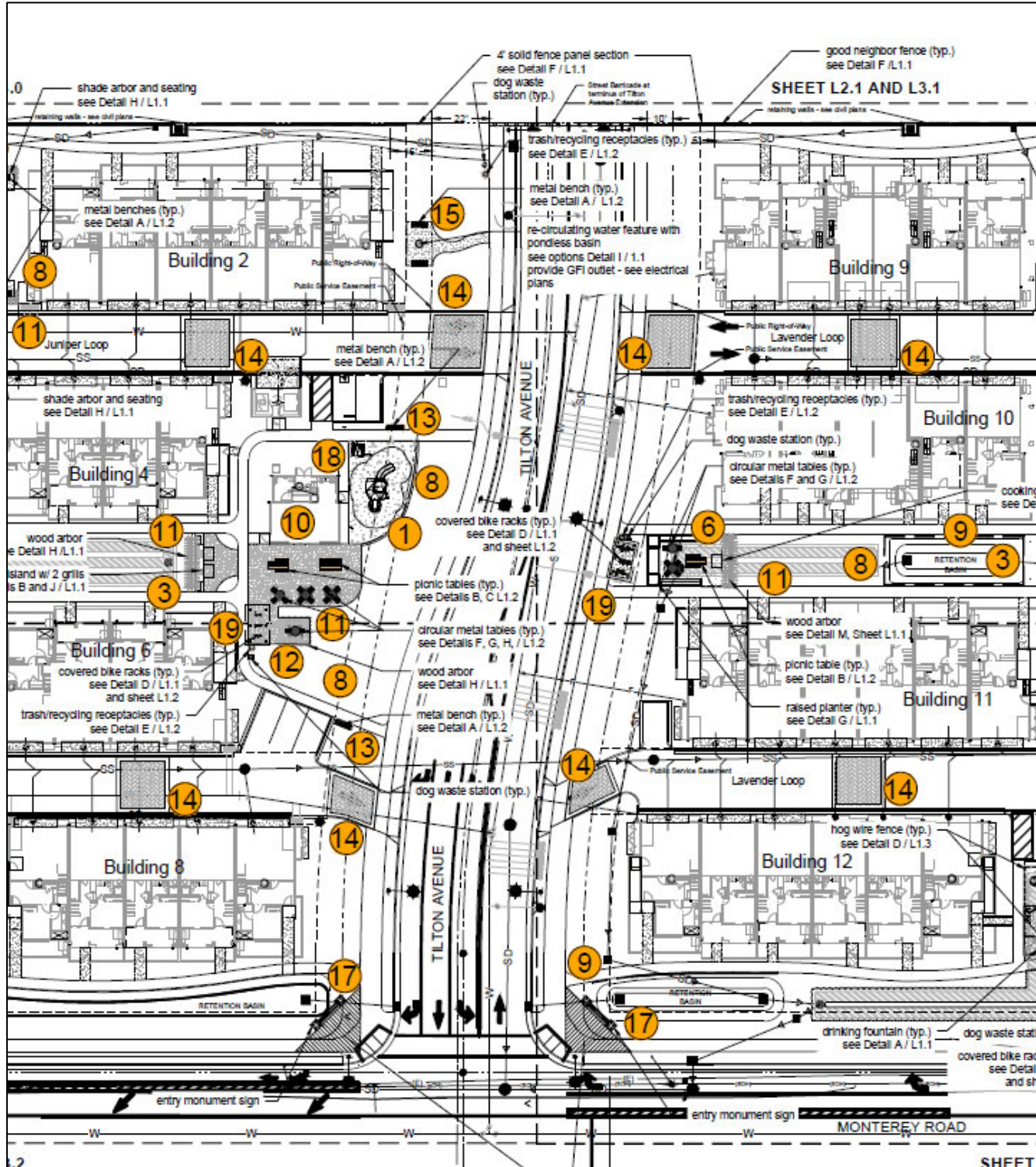
MH engineering Co.
18075 VINEYARD BOULEVARD, MORGAN HILL, CA 95037
(408) 779-7381

SCALE: 1"=40'	JOB #: 218149.FM	SHEET
DRAWN BY: HS	DATE: 8-14-23	1 of 1

EXHIBIT "D"

TEMPORARY IMPROVEMENTS

DRAFT



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 UPON THE HEREIN MAP; THAT WE ARE THE ONLY PERSONS WHOSE CONSENTS ARE NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE HEREBY CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BOUNDARY LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: ALL STREETS AND PORTIONS OF STREETS NOT HERETOFORE EXISTING AND DESIGNATED AS MONTEREY ROAD AND TILTON AVENUE AS SHOWN UPON THIS MAP. SAID DEDICATIONS AND OFFERS OF DEDICATION ARE FOR ANY AND ALL PUBLIC USES UNDER, UPON, AND OVER SAID STREETS AND PORTIONS THEREOF.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS FOR ANY AND ALL PUBLIC SERVICE FACILITIES INCLUDING, BUT NOT LIMITED TO SIDEWALKS, POLES, WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE, TELEVISION, GAS, STORM DRAINAGE, SANITARY SEWER AND WATER SERVICES, AND ALL APPURTENANCES THERETO UNDER, UPON, OR OVER THE LAND DESIGNATED AS PUBLIC SERVICE EASEMENT (P.S.E.) ON THE WITHIN MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: A 5 FEET WIDE EASEMENT FOR PEDESTRIAN ACCESS PURPOSES ONLY OVER PORTIONS OF THE PRIVATE WALKWAYS AND PRIVATE STREETS WITHIN PARCELS 1 & 2 AND DELINEATED AND DESIGNATED AS PUBLIC PEDESTRIAN ACCESS EASEMENT (P.P.A.E.) ON THE WITHIN MAP. USE OF THE PUBLIC ACCESS EASEMENT SHALL BE GOVERNED BY THE RECORDED COVENANTS, CONDITIONS AND RESTRICTIONS, AND LIMITED TO DAYLIGHT HOURS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS FOR EMERGENCY ACCESS PURPOSES ONLY, UPON AND OVER THOSE STRIPS OF LAND WITHIN THE 'COMMON AREA, PRIVATE STREET' DELINEATED AND DESIGNATED AS EMERGENCY VEHICLE ACCESS EASEMENT (E.V.A.E.), ON THE WITHIN MAP.

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF UNITS 1 THROUGH 67, OF 'MANZANITA PARK' DEVELOPMENT, AND THEIR LICENSEES, VISITORS AND TENANTS, ALL PORTIONS OF PARCELS 1 AND 2 EXCEPT FOR ANY CONDOMINIUM BUILDINGS THEREON AND THE UNITS WITHIN THE BUILDINGS, FOR THE PRIVATE USE THEREOF (1) FOR COMMON AREA AND OPEN SPACE PURPOSES, INCLUDING WITHOUT LIMITATION, LANDSCAPING, RECREATIONAL AMENITIES, WALKWAYS AND TRASH ENCLOSURES, AND (2) FOR PRIVATE UTILITY PURPOSES, INCLUDING OVERHEAD SYSTEMS, POLES, WIRES AND CONDUITS FOR SOLAR, ELECTRICAL, TELEPHONE, TELEVISION, GAS, STORM WATER DRAINAGE, CONVEYANCE & STORAGE SYSTEMS, SANITARY SEWER AND WATER SERVICES AND ALL APPURTENANCES THERETO, IN THE AREAS DESIGNATED AS P.U.E. (PRIVATE UTILITY EASEMENT), AND INCLUDING UNDER, UPON, OR OVER SAID LAND. SAID PARCELS SHALL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION AND USED AND MAINTAINED IN ACCORDANCE WITH THE RECORDED COVENANTS, CONDITIONS AND RESTRICTIONS.

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF UNITS 1 THROUGH 67, OF 'MANZANITA PARK' DEVELOPMENT, AND THEIR LICENSEES, VISITORS AND TENANTS, PORTIONS OF PARCEL 1 DESIGNATED AS 'COMMON AREA, JUNIPER LOOP (Private Street)' AND PARCEL 2 DESIGNATED AS 'COMMON AREA, LAVENDER LOOP (Private Street)', AND INGRESS & EGRESS EASEMENT (I.E.E.); FOR THE PURPOSES OF ACCESS ACROSS THE 'COMMON AREA, JUNIPER LOOP (Private Street)', 'COMMON AREA, LAVENDER LOOP (Private Street)' AND INGRESS & EGRESS EASEMENT (I.E.E.) AND FOR THE INSTALLATION & MAINTENANCE OF PRIVATE COMMON AREA, ACCESS, WALKWAYS, UTILITIES, AND ALL OTHER APPURTENANCES THERETO, UNDER, UPON OR OVER SAID LAND. SAID 'COMMON AREA, PRIVATE STREET' SHALL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION AND USED AND MAINTAINED IN ACCORDANCE WITH THE RECORDED COVENANTS, CONDITIONS AND RESTRICTIONS.

ALL OF THE HEREIN DESCRIBED STREETS AND EASEMENTS SHALL BE KEPT FREE OF BUILDINGS, EXCEPT LAWFUL UNSUPPORTED ROOF OVERHANGS, AND OBSTRUCTIONS THAT DO NOT IMPAIR THE USE OF, OR ARE CONSISTENT WITH THE PURPOSES OF THE STREET OR EASEMENT.

THE HEREIN DESCRIBED OFFERS OF DEDICATION TO THE CITY OF MORGAN HILL ARE TO BE ACCEPTED ONLY WHEN THE CITY COUNCIL OF THE CITY OF MORGAN HILL OR ITS SUCCESSOR AGENCY ADOPTS AND RECORDS IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY A RESOLUTION ACCEPTING SAID STREETS AND EASEMENTS. UNTIL SAID RESOLUTION(S) ARE RECORDED, ALL STREETS AND EASEMENTS ENCOMPASSED WITHIN SUCH OFFERS OF DEDICATION SHALL BE MAINTAINED BY THE DEVELOPER DURING ANY WARRANTY PERIOD AND THEREAFTER BY THE HOMEOWNERS ASSOCIATION IN ACCORDANCE WITH THE RECORDED COVENANTS, CONDITIONS AND RESTRICTIONS. THE CITY OF MORGAN HILL SHALL NOT BE RESPONSIBLE FOR MAINTENANCE AND SHALL INCUR NO LIABILITY WITH RESPECT TO SUCH OFFERED STREETS AND EASEMENTS OR ANY IMPROVEMENT THEREON. ALL DEDICATED RIGHTS-OF-WAY AND EASEMENTS NOT ACCEPTED FOR MAINTENANCE BY THE CITY OR OTHER PUBLIC AGENCY SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION IN ACCORDANCE WITH THE RECORDED COVENANTS, CONDITIONS AND RESTRICTIONS.

AS OWNER (S):
Toll West Coast LLC, a Delaware Limited Liability Company
By: Steve Savage
Name: Steve Savage
ITS: Vice President

Tract No. 10585
'Manzanita Park'
For Condominium Purposes
- Sixty Seven Condominium Units -

Being a portion of the Rancho La Laguna Seca
Lying within the
City of Morgan Hill, County of Santa Clara, State of California
August 2023

Notes

- 1.) THE DISTINCTIVE BOUNDARY LINE INDICATES THE BOUNDARIES OF THE LAND SUBDIVIDED BY THIS FINAL MAP.
- 2.) THE AREA WITHIN THE DISTINCTIVE BOUNDARY IS 5.832 ACRES.
- 3.) ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- 4.) A GEOTECHNICAL STUDY WAS PREPARED BY Quantum Geotechnical, Inc., Dated January 18, 2018, PROJECT NO. D057.G.

Acknowledgment

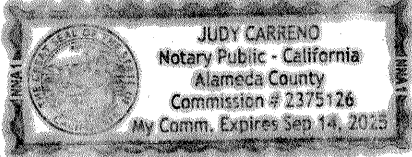
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State Of California
County Of Alameda
On August 15, 2023, before me, Judy Carreno, Notary Public
personally appeared Steve Savage
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Judy Carreno
Judy Carreno
Printed Name



Principal County Of Business: Alameda
Commission Expires: September 14, 2025
Commission # Of Notary: 2375126

Surveyor's Statement

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE, AT THE REQUEST OF DIVIDEND HOMES, ON March 26 2022: THE SURVEY IS TRUE AND COMPLETE AS SHOWN; I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS ON OR BEFORE December, 2024 AND THAT SUCH 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.

Harinder Singla
HARINDER SINGLA, P.L.S. 8347

8-14-23
DATE



City Engineer's Statement

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP. THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AS AMENDED, AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

SCOTT C. CREER - CITY ENGINEER
CITY OF MORGAN HILL, CALIFORNIA
R.C.E. NO. 58879

DATE



City Surveyor's Statement

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

JOHN K. KING - ACTING CITY SURVEYOR
P.L.S. NO. 6809
HANNA - BRUNETTI

DATE



Planning Commission Statement

I HEREBY STATE THAT THE TENTATIVE MAP FOR THE FINAL MAP SHOWN HEREON WAS CONDITIONALLY APPROVED ON March 22, 2022 BY THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL, CALIFORNIA, BY RESOLUTION NUMBER 22-05, APPLICATION NUMBER SD2020-0007

JENNIFER CARMAN
SECRETARY OF THE PLANNING COMMISSION

DATE

City Clerk's Statement

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF MORGAN HILL AT ITS REGULAR MEETING HELD ON _____, 20____, DULY APPROVED THE FINAL MAP SHOWN HEREON, AUTHORIZED ITS RECORDATION, AND ACCEPTS ON BEHALF OF THE PUBLIC, SUBJECT TO THEIR IMPROVEMENT IN ACCORDANCE WITH CITY STANDARDS, THE STREETS AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

MICHELLE BIGELOW
CITY CLERK OF THE CITY OF MORGAN HILL

DATE

County Recorder's Statement

FILED THIS _____ DAY OF _____, 20____

AT _____ M. IN BOOK _____ OF MAPS, AT PAGES _____ AT THE REQUEST OF
FIRST AMERICAN TITLE COMPANY.
FILE NO. _____

FEE \$ _____

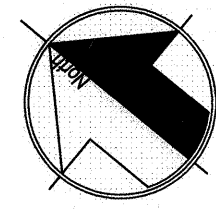
REGINA ALCOMENDRAS, COUNTY RECORDER OF SANTA CLARA COUNTY

BY: _____
DEPUTY



16075 Vineyard Boulevard
Morgan Hill, CA 95037

MH Job No: 218149.FM Sheet 1 of 4



SCALE: 1"=60'

Dasenlin, LLC
Parcel One
Doc. No. 22996689

Dasenlin, LLC
Parcel Two
Doc. No. 22996689

Lands of Luckyshing, LLC
Doc. No. 15424602
5.832 Acre

City of San Jose
Doc. No. 16378934

West
Parcel Two
Doc. No. 17524073

West
Parcel One
Doc. No. 17524073

Burnett Avenue

Monterey Road

Centerline of Public Works Survey per R1

Based on S.P.T.C. Right of Way Survey
RR Tracks Fit the Center of 60' Right of Way
Shown On This Map

LEGEND

	SET STANDARD CITY MONUMENT, TAGGED PLS 8347	(...)	RECORD DATA
	SET 3/4" IRON PIPE, TAGGED PLS 8347	FD.	FOUND
	FOUND IRON PIPE AS NOTED	P.S.E.	PUBLIC SERVICE EASEMENT
	CENTERLINE	SFNF	SEARCHED FOR, NOT FOUND
	DISTINCTIVE BOUNDARY LINE	S.P.T.C.	SOUTH PACIFIC TRANSPORTATION COMPANY
	EXISTING LOT LINE	O.R.	OFFICIAL RECORDS
	EASEMENT LINE		

Basis of Bearings

The Bearings shown upon this map are based upon the northeasterly line of Monterey Road between found lot corner monuments, recorded as North 39°23' 00" West, as shown upon that certain Record of Survey, filed for record on March 1st, 1989 in Book 596 of Maps, at Page 49, Santa Clara County Records.

Referenced Record Data

R1	Grant Deed, Doc. #15424602
R2	Record of Survey Book 243 of Maps, Page 13
R3	Record of Survey Book 596 of Maps, Page 49
R4	Record of Survey Book 660 of Maps, Page 11
R5	Record of Survey Book 355 of Maps, Page 32-33

Tract No. 10585 'Manzanita Park' For Condominium Purposes - Sixty Seven Condominium Units -

Being a portion of the Rancho La Laguna Seca
Lying within the
City of Morgan Hill, County of Santa Clara, State of California
August 2023

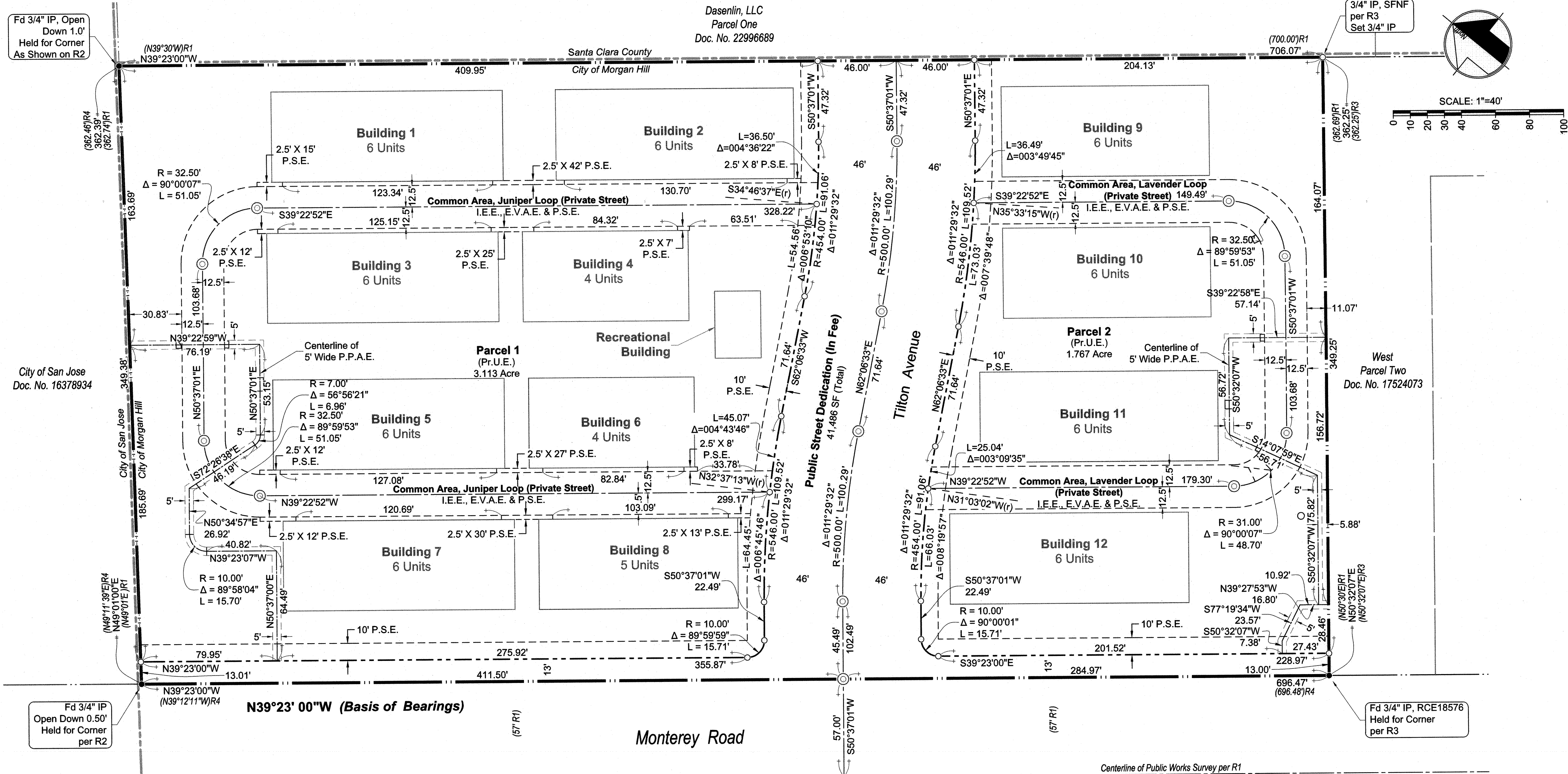
MH engineering Co.

16075 Vineyard Boulevard
Morgan Hill, CA 95037

(408) 779-7381

MH Job No: 218149.FM

Sheet 2 of 4



LEGEND

⊙	SET STANDARD CITY MONUMENT, TAGGED PLS 8347
○	SET 3/4" IRON PIPE, TAGGED PLS 8347
●	FOUND IRON PIPE AS NOTED
---	EXISTING LOT LINE
---	CENTERLINE
---	DISTINCTIVE BOUNDARY LINE
---	NEW PARCEL LINE
---	CITY/COUNTY LIMITS
---	EASEMENT LINE

Basis of Bearings

The Bearings shown upon this map are based upon the northeasterly line of Monterey Highway between found lot corner monuments, recorded as North 39°23' 00" West, as shown upon that certain Record of Survey, filed for record on March 1st, 1989 in Book 596 of Maps, at Page 49, Santa Clara County Records.

(...)	RECORD DATA
E.V.A.E.	EMERGENCY VEHICLE ACCESS EASEMENT
FD.	FOUND
I.E.E.	INGRESS AND EGRESS EASEMENT
IP	IRON PIPE
P.P.A.E.	PUBLIC PEDESTRIAN ACCESS EASEMENT
Pr.U.E.	PRIVATE UTILITY EASEMENT
P.S.E.	PUBLIC SERVICE EASEMENT
SFNF	SEARCHED FOR, NOT FOUND
(r)	RADIAL BEARING

NOTE: SEE SHEET 4 FOR BUILDING TIES AND DIMENSIONS

Referenced Record Data

R1	Grant Deed, Doc. #15424602
R2	Record of Survey Book 243 of Maps, Page 13
R3	Record of Survey Book 596 of Maps, Page 49
R4	Record of Survey Book 660 of Maps, Page 11
R5	Record of Survey Book 355 of Maps, Page 32-33

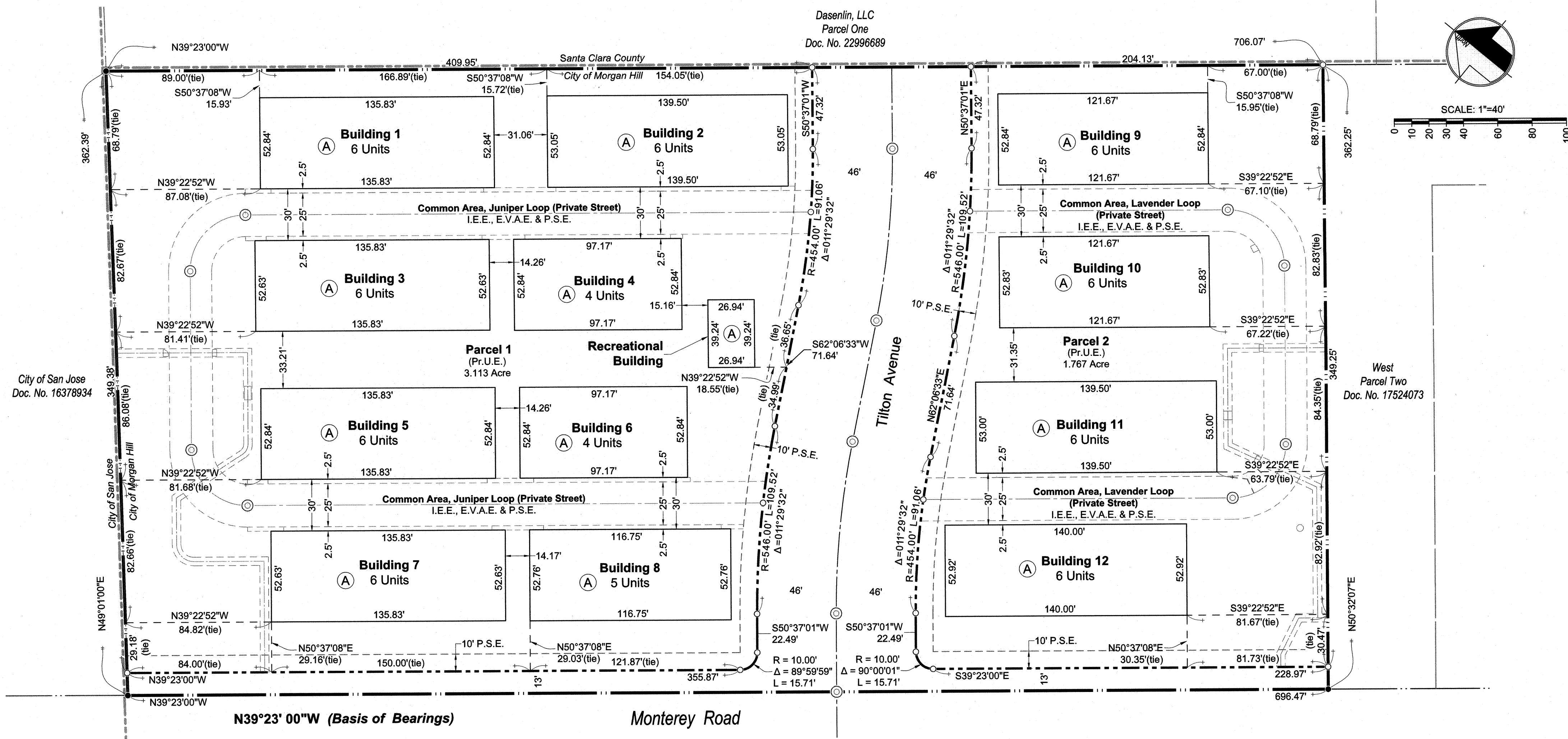
Tract No. 10585 'Manzanita Park' For Condominium Purposes - Sixty Seven Condominium Units -

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August 2023

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16075 Vineyard Boulevard
Morgan Hill, CA 95037
(408) 779-7381

MH Job No: 218149.FM

Sheet 3 of 4



LEGEND

	CENTERLINE
	DISTINCTIVE BOUNDARY LINE
	NEW PARCEL LINE
	CITY/COUNTY LIMITS
	EASEMENT LINE
	EXISTING LOT LINE
	EMERGENCY VEHICLE ACCESS EASEMENT
	INGRESS AND EGRESS EASEMENT
	IRON PIPE
	PRIVATE UTILITY EASEMENT
	PUBLIC SERVICE EASEMENT

- Ⓐ The 12 Building Footprints. Each Consisting of Multiple Condominium Units with Individual Ownership, and the Recreational Building are EXCLUDED from the areas within Parcels 1 and 2 subject to the Private Utility Easement (Pr.U.E.)

Basis of Bearings

The Bearings shown upon this map are based upon the northeasterly line of Monterey Road between found lot corner monuments, recorded as North 39°23'00" West, as shown upon that certain Record of Survey, filed for record on March 1st, 1989 in Book 596 of Maps, at Page 49, Santa Clara County Records.

Tract No. 10585 'Manzanita Park' For Condominium Purposes - Sixty Seven Condominium Units -

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August 2023

MH engineering Co.
16075 Vineyard Boulevard
Morgan Hill, CA 95037
(408) 779-7381

MH Job No: 218149.FM

Sheet 4 of 4

RECORDING REQUESTED BY
WHEN RECORDED RETURN TO

CITY OF MORGAN HILL
City Clerk's Office
17575 PEAK AVENUE
MORGAN HILL, CA 95037

(RECORD AT NO FEE PURSUANT TO
GOVERNMENT CODE SECTION 27383)

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

SUBDIVISION IMPROVEMENTS AGREEMENT

TOLL WEST COAST LLC

MANZANITA PARK – TRACT NO. 10585

This Subdivision Improvements Agreement (“Agreement”) between the City of Morgan Hill, a municipal corporation (“City”), and **TOLL WEST COAST LLC**, a Delaware Limited Liability Company (“Subdivider”), is entered into this _____ day of _____, 20____. City and Subdivider hereby acknowledge the following:

1. Subdivider has filed a Tentative Subdivision Map and supporting documents for Tract No. 10585, the subdivision known as **Manzanita Park** (“Map”).
2. City desires, as part of the conditions of approval (“Conditions”) of the Final Tract Map or Parcel Map (“Final Map”), that certain improvements be installed by Subdivider (“Improvements”) as shown on the City Engineer approved and signed Subdivision Improvement Plans entitled “Improvement Plans - Manzanita Park, Tract No. 10585” (“Plans”).
3. Subdivider has been unable to complete, prior to filing of the Final Map, all of the improvements required by City to the satisfaction of the City Engineer.
4. Subdivider is required by the terms of the Morgan Hill Municipal Code (“Municipal Code”), to improve all streets, highways, or public areas which are part of the development, including but not limited to necessary paving, curbs, sidewalks, catch basins, water mains, culverts, storm drains, and sanitary sewers, in accordance with the plans and specifications on file with the City Engineer and to post certain securities to secure the completion of the Improvements.
5. To assure City that Subdivider will construct, install and complete all Improvements required for the Subdivision, the parties have entered into this Agreement.
6. This Agreement is executed pursuant to California Government Code Section 66410 et seq., and Chapter 17.32 of the Municipal Code in order to provide for the manner in which Improvements shall be constructed and completed.

NOW, THEREFORE, and in consideration of the approval of the Final Map, and in order to ensure satisfactory performance by Subdivider of Subdivider's obligations under the Conditions, the Subdivision Map Act, and applicable ordinances of City, the parties hereto, for themselves, their successors, and assigns, hereby agree as follows:

Section 1. Incorporation by Reference

The Development Agreement between Subdivider and City, if applicable, Subdivider's Map application, the Conditions, the Map, all Plans as referenced in Section 2 below and all items submitted to the Planning Department, Planning Commission and City Council, all are incorporated herein by reference. In the event of any inconsistency between their representations in any incorporated documents and this Agreement, this Agreement shall govern.

Section 2. Construction of Improvements

(a) Subdivider shall construct, as provided for in the Conditions, the Improvements as shown fully executed in the Plans entitled "Improvement Plans - Manzanita Park, Tract No. 10585" subject to the approval of City.

(b) Subdivider shall acquire and dedicate, or pay the cost of acquisition by City, of all rights-of-way, easements, and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances.

(c) Survey Monumentation:

(1) Subdivider shall place survey monumentation as described on the Map.

(2) Subdivider shall replace or repair all survey monumentation that is destroyed or damaged as a result of Subdivider's activities. Any such repair or replacement shall be to the satisfaction and subject to the approval of City.

(d) Injury to Improvements, Public Property or Public Utilities Facilities.

(1) Subdivider shall replace or have replaced, or repair or have repaired, as the case may be, all Improvements, public utilities facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement.

(2) Subdivider shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the State of California, or any agency or political subdivision thereof, or by City, or any public or private utility corporation, or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Section 3. Modification of Plans

Subdivider agrees that, if during the construction of the Improvements, it is determined by City that revisions to the Plans are necessary in the interest of the public, Subdivider will undertake such design and construction changes required by City.

Section 4. Security

(a) Pursuant to California Government Code Section 66499.3(a), and the Municipal Code, Subdivider shall, concurrently with the execution hereof, furnish a surety bond in an amount equal to at least one hundred percent (100%) of the estimated construction cost of the Improvements as security guaranteeing the faithful performance of the Improvements and this Agreement ("Performance Bond").

Improvements and the City Engineer's Estimated Costs of Improvements as of **6/21/2023** are attached hereto as Exhibit "A".

The Performance Bond shall be in a form substantially the same as Exhibit "B".

(b) Pursuant to California Government Code Section 66499.3(b), Subdivider shall, concurrently with the execution hereof, furnish a surety bond in an amount equal to one hundred percent (100%) of the estimated construction cost of the Improvements (as listed in Section 4(a) above) as security guaranteeing the payment to the contractors, subcontractors and persons furnishing labor, materials, or equipment in connection with this Agreement ("Labor and Materials Bond"). The Labor and Materials Bond shall be in a form substantially the same as Exhibit "C".

(c) Subdivider shall, upon completion of the Improvements, furnish a surety bond in an amount equal to fifty percent (50%) of the construction cost of the Improvements to secure the guarantee and warranty of the work for a period of one year following the completion and acceptance thereof by the City Council ("Warranty Period") against any defective work or labor performed, or defective materials furnished by Subdivider in connection with this Agreement ("Warranty Bond"). The Warranty Bond shall be in a form substantially the same as Exhibit "D".

(d) Pursuant to Government Code Section 66499.9, any liability upon the security given for faithful performance of any act or agreement shall be limited to:

(1) The performance of the work covered by the Agreement or the performance of the required act.

(2) The performance of any changes or alterations in such work; provided that all changes or alterations do not exceed ten percent of the original estimated cost of the Improvements.

(3) The guarantee and warranty of the work for a period of one year following completion and acceptance thereof, against any defective work or labor done or defective materials furnished in the performance of the Agreement or the performance of the act.

(4) Costs and reasonable expenses and fees, including reasonable attorneys' fees.

(e) The surety on each bond and the form thereof shall be satisfactory to City. The surety shall be furnished by a surety company authorized to write the same in the State of California and that is approved and accepted by the City's risk manager.

(f) Subdivider agrees to furnish any bonds required by the State or County for Improvements outside the City's jurisdiction.

(g) The release of any securities shall be governed by the provisions of Government Code Section 66499.7.

Section 5. Inspections

At least fifteen (15) calendar days prior to the commencement of any work hereunder, Subdivider shall notify City in writing of the fixed start date of construction so that City shall be able to provide inspection services. Subdivider shall at all times maintain proper facilities and provide safe access to all parts of the work site(s) for City inspections, including any workshops or plants where work related to the Improvements is being conducted.

Subdivider shall pay and reimburse City for all expenses incurred by City for inspecting and checking all work to be performed under the provisions of the Municipal Code or this Agreement. City Engineering plan checking and field improvement inspection costs are included in the Department of Public Works Fee Schedule which may be revised from time to time.

Upon completion of the work, the Subdivider's Engineer shall file original sealed "as-built" plans with City Engineer and shall submit a sealed letter to City Engineer certifying that Subdivider's Engineer has inspected the Improvements throughout construction and that said Improvements are completed in conformance with the Improvement Plans and in accordance with this Agreement.

Section 6. Timing of Performance

Subdivider agrees to perform and complete all Improvements within eighteen (18) months from the date of the recording of the Final Map; provided however, the City Manager may extend the deadline for completion by not more than six (6) months at his or her reasonable discretion and determination that granting the extension will not be detrimental to the public welfare. No extension of this deadline for completion shall be made except upon the basis of a written application made by Subdivider stating fully the ground for the application and the facts relied upon for an extension.

It is further agreed by and between Subdivider and City that any extension granted shall in no way affect the validity of this Agreement or release the surety(ies) on any bond attached hereto or the financial institution guaranteeing the same. Subdivider further agrees to maintain the securities described in Section 4 above in full force and effect during the terms of this Agreement, including any extensions of time as may be granted, and until such time as the Improvements have been accepted for maintenance by City.

Section 7. Work Performance and Warranty

(a) Subdivider shall construct, at Subdivider's own expense, all of the Improvements in a good and workmanlike manner, and furnish all required materials incident thereto, in accordance with the Plans

and to the satisfaction of City, including any changes required by City which in City's opinion are necessary to complete the Improvements.

(b) All work shall be conducted and completed in accordance with the Plans and federal, state, Municipal Code, laws, ordinances, and regulations. For any Improvements partially completed prior to this Agreement, Subdivider agrees to complete the Improvements in accordance with this Agreement.

(c) Neither Subdivider, nor any of Subdivider's agents or contractors in connection with Subdivider's obligations under this Agreement are, or shall be considered to be, employees or agents of City.

(d) The work performance for the Improvements shall not be deemed complete until such time as such Improvements have been accepted for maintenance by the City Council.

(e) Subdivider warrants that: (1) it has investigated the work to be performed under this agreement, (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should Subdivider discover any conditions materially differing from those inherent in the Improvements or work or as represented by City, it shall immediately inform City and shall not proceed, except at Subdivider's risk, until written instructions are received from City.

(f) Subdivider guarantees and warrants the work required by this Agreement and agrees to remedy any defects in the Improvements or work arising from faulty or defective materials or construction occurring within one year after its acceptance. Following notice, Subdivider shall, without delay or cost to City, repair, replace, or construct any defective or unsatisfactory portion of the Improvements. City may, at its sole option, perform the repair or replacement itself if Subdivider or its surety has failed to commence repair within twenty (20) days after City has mailed written notice to Subdivider. In such event, Subdivider or its surety agrees to pay the cost of repair and replacement to City, plus fifteen percent (15%); and City may recover such costs as a lien against the Subdivision. City may proceed immediately to make repairs should an emergency arises.

Section 8. Acquisition and Dedication of Easements or Rights-of-Way

(a) No construction or installation of the Improvements shall be commenced before:

(1) The offer of dedication to City of appropriate rights-of-way, easements, or other interests in real property for the Improvements, which offer of dedication shall be irrevocable and remain open pursuant to California Government Code Section 66477.2, and authorization from the property owner to allow construction or installation of Improvements, or

(2) The dedication to, and acceptance by, City of appropriate rights-of-way, easements, or other interests in real property, as determined by the City Engineer, or

(3) The issuance by a court of competent jurisdiction pursuant to state Eminent Domain Law of an order of possession.

(b) Except as otherwise provided by this Agreement, City rejects all lands, rights-of-way, and easements offered for dedication on the Final Map of the Subdivision. All such offers shall, however,

remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by City in its sole discretion at any later date without further notice to Subdivider as provided by law. By way of explanation only, it is the current intention of City to accept all or part of the irrevocable offers to dedicate upon acceptance of the Improvements called for in this Agreement.

(c) Nothing in this Section 8 shall be construed as authorizing or granting an extension of time to Subdivider.

Section 9. Indemnity

Subdivider hereby agrees to save harmless and indemnify, including, without limitation, City's defense costs (including reasonable attorney's fees), from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of any injuries or damages sustained by any person or property resulting or arising, or alleged to have resulted or arisen, from Subdivider or Subdivider's contractors, subcontractors, agents, or employees activities, omissions or operations pursuant to this Agreement. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, Subdivider will defend City, (at City's request and with counsel satisfactory to City) and will indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise.

Subdivider shall defend, indemnify, and hold harmless the City and its elective and appointive boards, officials, officers, agents, employees and volunteers from any claim, action, or proceeding to review, set aside, void, or annul an approval of the City concerning the Map and acts made in respect thereof, provided any such action is brought within the time period provided for in California Government Code Section 66499.37.

City shall promptly notify Subdivider of any claim, action, or proceeding, and cooperate fully in the defense of any claim, action, or proceeding.

It is expressly understood and agreed that this Section 9 will survive termination of this Agreement.

Section 10. Insurance

Concurrent with the execution of this Agreement, Subdivider is required to procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of Subdivider and its Subcontractors relating to or arising from the performance of work associated with the Improvements, and must remain in full force and effect at all times during the period covered by the Agreement, including any extensions of time as may be granted, and until such time as the Improvements have been accepted for maintenance by the City. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. Any deductibles or self-insured retentions must be declared to and approved by City. If the Subdivider will utilize the services of a General Contractor to perform all of the work associated with the Improvements, then Subdivider may opt to have all coverages provided by Subdivider's General Contractor, provided that a written contract is executed between Subdivider and the General Contractor whereby the written contract specifically required General Contractor to fulfill all of the City insurance requirements as outlined in this Agreement, including all endorsements in favor of the

City. Verification of the written contract must be provided to City upon request. If Subdivider fails to provide any of the required coverage in full compliance with the requirements outlined in this Agreement City shall issue a stop work order, or terminate the Agreement for default. Subdivider further understands that the City reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to Subdivider, at any time as deemed necessary to protect the interests of the City.

(a) Policies and Limits. The following insurance policies and limits are required for this Agreement:

(1) Commercial General Liability Insurance ("CGL"): Subdivider shall maintain CGL and shall include coverage for liability arising from Subdivider's or its Subcontractor's acts or omissions in the performance of work associated with the Improvements against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) five million dollars (\$5,000,000.00) combined single limit each occurrence and either a general aggregate limit of ten million dollars (\$10,000,000.00) or a general aggregate limit of five million dollars (\$5,000,000) as applied on a "per project" or "per location" basis, or (ii) the maximum amount of such insurance available to Subdivider under Subdivider's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if CGL coverage is being provided by Subdivider's General Contractor pursuant to Section 10, General Contractor may elect to insure the CGL exposures under an "Owners and Contractors Protective Liability Policy (OCP)" on which the City is included as an additional insured.

a. CGL policy may not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

b. CGL policy must include blanket contractual and completed operations.

c. CGL policy will apply as though separate policies have been issued to each insured ("separation of insureds").

(2) Workers' Compensation Insurance and Employer's Liability: Subdivider shall maintain Workers Compensation coverage, as required by law. The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act and provide protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to Subdivider under Subdivider's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If Subdivider is self-insured, Subdivider must provide its Certificate of Permission to Self-Insure, duly authorized by the State of California Department of Industrial Relations.

(3) Automobile Liability: Subdivider shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if Subdivider does not own automobiles, then Subdivider shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit, or (ii) the maximum amount of such insurance available to Subdivider under Subdivider's

combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

(4) Pollution (Environmental) Liability: The performance of Subdivider’s work or service under this Agreement involves handling of hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials. Subdivider shall procure and maintain Pollution Liability covering the Subdivider's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to Subdivider under Subdivider’s combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

(b) Required Endorsements. Subdivider shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below. Further, if coverages are being provided by Subdivider’s General Contractor pursuant to Section 10, endorsements may not be restricted to work performed “under a written contract” (i.e. “blanket endorsements”)

(1) ALL Policies:

“Waiver of Subrogation” - Each required policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against the City of Morgan Hill and the City’s elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

(2) ALL Policies except Workers Compensation:

a. “Additionally Insured” - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds on a form at least as broad as ISO Form CG 20 10 for ongoing operations and at least as broad as ISO Form CG 20 37 for completed operations.

b. “Primary and Non-Contributing” - Insurance shall be endorsed to 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 ISO Form CG 20 01.

(c) Subcontractors. Subdivider must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 10 as appropriate based on each subcontractor’s scope of work, with respect to its performance of work associated with the Improvements, including those requirements related to the additional insureds and waiver of subrogation.

(d) Qualification of Insurers. All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of “A” or better and a financial size rating of “VIII” or better.

(e) Certificates. Subdivider shall furnish City with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, Subdivider shall promptly furnish City of Morgan Hill with copies of all policies outlined herein. No policy subject to the Subdivider's agreement with the City shall be reduced, canceled, allowed to expire, or materially changed except after thirty (30) days' notice by the insurer to City, unless due to non-payment of premiums, in which case ten (10) days written notice must be made to City. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

City of Morgan Hill
Attn: Risk Management
17575 Peak Avenue
Morgan Hill, CA 95037

Section 11. Permits and Requisite Fees

(a) Subdivider shall pay all current fee obligations in the total amount of **\$3,315,063.95** due under City Resolution No. 5592, as amended, in accordance with the Department of Public Work fee schedule, as follows:

(1) **\$1,100,646.95** payable at the time of recording of the Final Map, and

(2) **\$2,214,417.00** payable on a pro-rata basis for each individual unit in the Subdivision prior to final inspection of each and every residence.

(3) All fees payable pursuant to this Subsection (a) constitutes valid and due consideration for City's approval of the Final Map, and amounts set forth are estimates that are subject to change prior to the issuance of building permit(s), subject to resolution or ordinance of the City Council.

(b) Subdivider shall, at its expense, obtain all necessary permits and licenses for the construction of the Improvements, give all necessary notices, and pay all fees and taxes required by law.

(c) Subdivider shall obtain a City of Morgan Hill Business License.

(d) Subdivider agrees to procure, at its expense, any necessary permits for Improvements outside the City's jurisdiction.

Section 12. On-Site Supervision

Subdivider shall designate an on-site supervisor, satisfactory to City, who shall be on the work site(s) at all times during the construction of the Improvements, and who has the authority to act on behalf of Subdivider when communicating with City personnel.

Section 13. Waiver

Waiver by City or Subdivider of any breach of any of the provisions of the Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of the same or any other provision of this Agreement. Acceptance by City of any work by Subdivider shall not be a waiver of any of the provisions of this Agreement.

Section 14. Notices. All notices shall be personally delivered or mailed, via first class mail to the below listed addresses. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

- a. Address of Subdivider is as follows:

Rick Nelson
Toll Brothers – Northern California Division
6800 Koll Center Parkway, Suite 320
Pleasanton, CA 94566-7053

- b. Address of City is as follows:

City Engineer
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

With a copy to:

City Clerk
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

Section 15. Noncompliance

If City determines that Subdivider is in violation of any federal, state, County or City laws, ordinances, rules, regulations, and requirements, and/or the terms and provisions of this Agreement, it may issue a cease and desist order, stop work order, or other action City deems necessary.

Section 16. Notice of Breach and/or Default

City may serve written notice upon Subdivider and surety of breach of this Agreement or of any portion thereof, and default of Subdivider for any of the following circumstances:

- (a) Subdivider refuses or fails to complete the Improvements as required in Section 6 above.
- (b) Subdivider refuses or fails to perform or cure any defects in the Improvements as required in Section 7.
- (c) Subdivider is insolvent, is subject to a receivership, or files any petition in bankruptcy, either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days.
- (d) The commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance in lieu of or in avoidance of foreclosure.

(e) Subdivider or any of Subdivider's contractors, subcontractors, agent, or employees materially violates any of the provisions of this Agreement and not cure the violation within a reasonable time.

Section 17. Performance by Surety or City

(a) In the event of a material breach and/or default by Subdivider, Subdivider's surety shall have the duty to take over and complete the Improvements.

(b) If the surety, within a reasonable time after receiving notice of Subdivider's default does not provide City written notice to take over the performance of this Agreement or if the surety does not commence performance thereof within the time specified in such notice to City, City may take over the construction of the Improvements and prosecute the same to completion, by contract or by any method City may deem advisable, on behalf and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any excess cost or damages incurred by City thereby. In such event, City, without liability for so doing, may take possession of and utilize such materials, appliances, and other property belonging to Subdivider as may be on the work site(s) and necessary therefore to complete the Improvements.

(c) City shall have the right to draw upon or utilize the appropriate security provided for in Section 4 to recover costs and damages to City damages. The right of City to draw upon or utilize the security is additional and not in lieu of any other remedy available to City at law or in equity. The parties agree that the estimated costs and security amounts may not reflect the actual cost of construction or installation of Improvements, and therefore, City damages for Subdivider's default shall be measured by the cost of completing the required Improvements.

(d) Failure of Subdivider to comply with terms of this Agreement shall constitute consent to filing by City of a notice of violation against all lots in the Subdivision, or to rescind the approval or otherwise revert the Subdivision to acreage. The remedies provided in this Subsection (d) are in addition to and not in lieu of other remedies available to City.

(e) In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligation, including the costs of suit and reasonable attorney's fees.

(f) The failure by City to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or subsequent default or breach.

Section 18. Successors in Interest

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties. It shall be recorded in the Office of the Recorder of Santa Clara County concurrently with the Final Map of the Subdivision and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision. It shall be the responsibility of City to cause the executed Agreement to be recorded. Sale of all or part of the lands of the underlying Subdivision shall not serve to transfer the obligations of the Subdivider under this Agreement. All obligations under this Agreement attach to Subdivider until all obligations of Subdivider are fulfilled or transferred by substitution of replacement agreement and replacement securities acceptable to City.

Section 19. Effective Date

This Agreement shall be effective as of the date and year first above written.

Section 20. Amendment of Agreement

This Agreement may only be amended by mutual consent of the original parties or their successors in interest, provided that any such amendment is executed in writing by the parties to be bound thereby.

Section 21. Execution

By signing this Agreement, the person signing states that he or she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and conditions of this Agreement.

Section 22. Non-Liability of Officials and Employees of the City.

No official or employee of City shall be personally liable for any default or liability under this Agreement.

Section 23. Law to Govern: Venue

The law of the State of California shall govern this Agreement. In the event of litigation between the parties, the action must be filed in the Santa Clara County Superior Court.

Section 24. Limitations Upon Subcontracting and Assignment.

Neither this Agreement or any portion shall be assigned by Subdivider without prior written consent of City. Subdivider shall provide City with written notice of any assignment or transfer of all or a portion of the Subdivision property no later than thirty calendar days prior to such action. The notice shall indicate the portion of the Subdivision to be assigned and describe, with supporting evidence, the proposed assignee's reputation, experience, financial resources and access to credit, and capability to successfully carry out the development of the Subdivision Improvements to completion.

Section 25. Miscellaneous

(a) Compliance with Law: Subdivider shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

(b) Non-Discrimination. Subdivider covenants there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, disability, national origin, ancestry, or sexual orientation in any activity pursuant to this Agreement.

(c) Conflict of Interest and Reporting. Subdivider shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

(d) Time of Essence. Time is of the essence in the performance of this Agreement.

(e) Interpretation. This Agreement shall be interpreted as though prepared by both parties.

(f) Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

(g) Negotiated Document. It is agreed and understood by the parties hereto, that this Agreement has been arrived at through negotiations and that neither party is deemed to be the party which prepared the Agreement within the meaning of Civil Code Section 1654.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

[TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS: (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; **AND** (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.]

CITY OF MORGAN HILL

By:

Christina J. Turner, City Manager

Date: _____

ATTEST:

By:

Michelle Bigelow, City Clerk

Date: _____

APPROVED AS TO FORM:

By:

Donald A. Larkin, City Attorney

Date: _____

"Subdivider"

TOLL WEST COAST LLC,

A Delaware Limited Liability Company

By:

Print Name and Title **TODD CALLEMAN**
(If Corporation, must be Chairperson of the
Board, President, or Vice President)

Date: 8-2-23

By:

Print Name and Title **Steve Savage**
(If Corporation, must be Secretary, Assistant
Secretary, CFO, or Assistant Treasurer)

Date: 8-2-23

ACKNOWLEDGMENT

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

State of California
County of Alameda

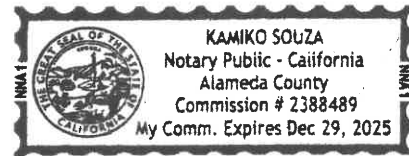
On August 2, 2023 before me, Kamiko Souza, Notary Public
(insert name and title of the officer)

personally appeared Todd Callahan,
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)



ACKNOWLEDGMENT

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

State of California
County of Alameda

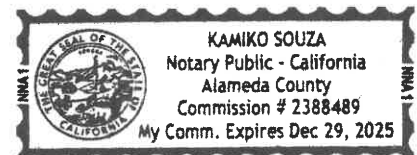
On August 2, 2023 before me, Kamiko Souza, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



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 **Santa Clara**

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

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY 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 **Santa Clara**

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

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

EXHIBIT "A"

IMPROVEMENTS AND

ESTIMATED COSTS OF IMPROVEMENTS

AS OF 6/21/2023

Item	Item Description	Quantity	Unit	Unit Price	Total
<i>Schedule I - Surface Improvements</i>					
1	Street finish grading	43,572	SF \$	0.50	\$ 21,786.00
2	Tilton Avenue street pavement (4.5"AC on 11" agg base)	15,264	SF \$	9.00	\$ 137,376.00
3	Monterey Road widening pavement (5"AC on 10.5" agg base)	11,983	SF \$	9.50	\$ 113,838.50
4	City std Sidewalk on agg base (incl. HC ramps & driveways)	7,257	SF \$	13.00	\$ 94,341.00
5	City std 'Type 2' PCC raised curb median with Brickform Concrete backfill	1	LS \$	8,000.00	\$ 8,000.00
6	City std Curb & Gutter on agg base	1,329	LF \$	40.00	\$ 53,160.00
7	City std Street name signs	5	EA \$	1,200.00	\$ 6,000.00
8	City std Street monuments	5	EA \$	1,000.00	\$ 5,000.00
9	City std Electrolliers (incl. conduit & pull boxes)	9	EA \$	5,500.00	\$ 49,500.00
10	Rock lined swale at Monterey Road basin outlet	1	LS \$	2,800.00	\$ 2,800.00
11	Street Striping & markings	1	LS \$	20,000.00	\$ 20,000.00
12	'No Parking R26 (CA)' Signs along Monterey Road	13	EA \$	400.00	\$ 5,200.00
13	City Std 'A-32' Street Barricade	1	LS \$	3,600.00	\$ 3,600.00
13	Erosion Control	1	LS \$	15,000.00	\$ 15,000.00
14	Contingency	1	LS \$	53,560	\$ 53,560
Total Schedule I					\$ 535,601.50
<i>Schedule II - Water, Sewer & Storm</i>					
1	8"Ø DIP Water main (includes valves & fittings)	2,181	LF \$	80.00	\$ 174,480.00
2	Monterey Road pavement restoration for 8" water trench	1	LS \$	50,000.00	\$ 50,000.00
3	Fire Hydrant assembly (complete) added one hydrant on Monterey Rd	7	EA \$	7,500.00	\$ 52,500.00
4	1"Ø City std domestic water service (includes Rec. Building)	68	EA \$	1,600.00	\$ 108,800.00
5	2"Ø City std landscape water service with RPBF	2	EA \$	4,000.00	\$ 8,000.00
6	8"Ø PVC (SDR-26) sewer (includes 32'-C900 pipe)	383	LF \$	60.00	\$ 22,980.00
7	Monterey Road pavement restoration for 8" sewer trench	1	LS \$	40,000.00	\$ 40,000.00
8	City std Sewer Manhole	1	EA \$	10,000.00	\$ 10,000.00
9	36"Ø RCP (CI V) with cement slurry backfill	485	LF \$	160.00	\$ 77,600.00
10	24"Ø RCP (CI V) with cement slurry backfill	358	LF \$	185.00	\$ 66,230.00
11	18"Ø RCP (CI V) with cement slurry backfill	43	LF \$	90.00	\$ 3,870.00
12	15"Ø RCP (CI V) with cement slurry backfill	9	LF \$	80.00	\$ 720.00
13	12"Ø C900 with cement slurry backfill	70	LF \$	60.00	\$ 4,200.00
14	City std SD-8 curb inlet with 7' gallery	4	EA \$	5,000.00	\$ 20,000.00
15	City std SD-5 curb inlet	3	EA \$	4,000.00	\$ 12,000.00

(SEE NEXT PAGE FOR CONTINUATION)

EXHIBIT "A"

(CONTINUED)

16	City std. Storm Manhole	7	EA	\$	5,000.00	\$	35,000.00
17	City std. 60"Ø Conflict Manhole including 12'-C900 jointless sleeve	1	LS	\$	8,500.00	\$	8,500.00
18	Contingency	1	LS	\$	69,488	\$	69,488
Total Schedule II					\$	764,368.00	
Total Schedule I & II					\$	1,299,969.50	

Additional Items of Work

1	Traffic Control	1	LS	\$	15,000	\$	15,000.00
2	Traffic Signal Modification	1	LS	\$	271,700	\$	271,700.00
2	Mobilization	1	LS	\$	12,500	\$	12,500.00
3	Street Trees & Park Strip Landscaping along Monterey Road & Tilton Avenue	1	LS	\$	25,000	\$	25,000.00
4	Offsite Irrigation Systems	1	LS	\$	15,000	\$	15,000.00
5	Joint Trench Installation	1	LS	\$	100,000	\$	100,000.00
6	Construction Survey	1	LS	\$	80,000	\$	80,000.00
7	Existing Overhead undergrounding along Monterey Road	1	LS		NA		NA
8	Existing Guadrail removal along westside of Monterey Road to provide UPRR access to RR track	1	LS	\$	12,000	\$	12,000.00
9	Existing Street Striping removal along Monterey Road & Tilton Avenue	1	LS	\$	2,000	\$	2,000.00
10	Existing Sign Removal along Monterey Road & Tilton Avenue	1	LS	\$	2,000	\$	2,000.00
11	Contingency	1	LS	\$	53,520	\$	53,520.00
Total Schedule III					\$	588,720.00	

Total Schedule I	\$	535,601.50
Total Schedule II	\$	764,368.00
Total Schedule III	\$	588,720.00
Total Estimate	\$	1,888,689.50

EXHIBIT "B"
FORM OF PERFORMANCE BOND
(100% of Engineer's Estimate)

Bond No.: _____

Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California, and **TOLL WEST COAST LLC** (hereinafter designated as "principal") have entered into a Subdivision Improvements Agreement:

TOLL WEST COAST LLC
MANZANITA PARK – TRACT NO. 10585

whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20_____, and identified as project **Manzanita Park**, is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and _____, as surety, are held and firmly bound unto the City of Morgan Hill hereinafter called ("City"), in the penal sum of _____ dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The Surety's office is located at _____,

Telephone No. _____; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone number are as follows:

License No.: _____

Address: _____

Telephone No.: _____ .

The non-resident agent for the Surety, if any, is a party to the transaction:

Name of non-resident _____

agent:

Non-resident agent's office
address:

Telephone
No.:

The condition of this obligation is such that if the above bounded 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 and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a 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 the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Executed this _____ day of _____ 20____.

[form document – do not execute]

[form document – do not execute]

Principal

Principal

By: *[form document – do not execute]*

Surety

By: *[form document – do not execute]*

Attorney-in Fact

By: *[form document – do not execute]*

California Resident Agent

By: *[form document – do not execute]*

Non-resident Agent - Attorney-in-Fact

APPROVED:

[form document – do not execute]

Scott Creer, City Engineer

Date:

APPROVED AS TO FORM:

By: *[form document – do not execute]*

Donald A. Larkin, City Attorney

Date:

(Acknowledgment on following page.)

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 **Santa Clara**

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

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY 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 **Santa Clara**

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

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

EXHIBIT "C"
FORM OF LABOR AND MATERIAL BOND
(100% of Engineer's Estimate)

Bond No.: _____

Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California, and **TOLL WEST COAST LLC** (hereinafter designated as "the principal") have entered into a Subdivision Improvements Agreement:

TOLL WEST COAST LLC
MANZANITA PARK – TRACT NO. 10585

whereby the principal agrees to install and complete certain designated public improvements, which agreement, dated _____, 20_____, and identified as project **Manzanita Park**, is hereby referred to and made a part hereof; and

Whereas, under the terms of the agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Morgan Hill to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, the principal and the undersigned as corporate surety, and their successors and assigns are held firmly bound unto the City of Morgan Hill and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of _____ dollars (\$_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Morgan Hill in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

The Surety's office is located at _____,

Telephone No. _____; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone number as follows:

License No.: _____

Address: _____

Telephone No.: _____ .

The following non-resident agent, if any, for the Surety is a party to the transaction:

Name of non-resident agent: _____ ,

Non-resident agent's office address: _____

Telephone No.: _____ .

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Executed this _____ day of _____ 20 _____ .

[form document – do not execute]

Principal

[form document – do not execute]

Principal

By: *[form document – do not execute]*

Surety

By: *[form document – do not execute]*

Attorney-in Fact

By: *[form document – do not execute]*

California Resident Agent

By: *[form document – do not execute]*

Non-resident Agent - Attorney-in-Fact

APPROVED:

[form document – do not execute]

Scott Creer, City Engineer

Date:

APPROVED AS TO FORM:

By: *[form document – do not execute]*

Donald A. Larkin, City Attorney

Date:

(Acknowledgment on following page.)

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 **Santa Clara**

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

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY 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 **Santa Clara**

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

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

**EXHIBIT “D”
FORM OF WARRANTY BOND
(50% of Cost of Construction)**

Bond No.: _____

Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California (hereinafter designated as “City”), and **TOLL WEST COAST LLC** (hereinafter designated as “Principal”) have entered into a Subdivision Improvements Agreement (hereinafter “Agreement”):

**TOLL WEST COAST LLC
MANZANITA PARK – TRACT NO. 10585**

whereby the Principal agrees to install and complete certain designated public improvements (hereinafter “Improvements”), which said Agreement, dated _____, 20_____, and identified as project **Manzanita Park**, is hereby referred to and made a part hereof; and

Whereas, under the terms of said Agreement, the Principal is required to furnish a bond to guarantee and warrant the work required by said Agreement for a period of one year following the completion and acceptance by the City of the Improvements, against any defective work or labor performed, or defective materials furnished by Principal.

Now, therefore, we, the Principal and _____ as Surety, are held and firmly bound unto the City of Morgan Hill in the penal sum of _____ dollars (\$____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

If Principal faithfully carries out and performs its guarantee and warranty under the Agreement, and, on due notice from City, repairs and make good at its sole expense any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Principal promptly reimburses City for all loss and damage that City sustains because of Principal’s failure to makes such repairs in accordance with the Agreement requirements, then Surety’s obligations under this Bond will be null and void. Otherwise, Surety’s obligations will remain in full force and effect.

Surety waives the provisions of Civil Code Sections 2819 and 2845. Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Warranty Bond Page 1 of 4
Version July 2017

Any notice to Surety may be given in the manner specified in the Agreement and delivered or transmitted to Surety as follows:

Attn: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of Santa Clara County, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

In witness whereof, this instrument has been duly executed by the principal and surety above named.

SURETY:

Principal:

Date: _____

Date: _____

s/ *[form document – do not execute]*

s/ *[form document – do not execute]*

Name: _____

Name: _____

Title: _____

Title: _____

(Attach Acknowledgment with Notary

Seal and Power of Attorney)

APPROVED:

[form document – do not execute]

Scott Creer, City Engineer

Date:

APPROVED AS TO FORM:

By: *[form document – do not execute]*

Donald A. Larkin, City Attorney

Date:

END OF WARRANTY BOND

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 **Santa Clara**

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

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY 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 **Santa Clara**

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

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

Warranty Bond Page 4 of 4
Version July 2017

CITY COUNCIL STAFF REPORT

MEETING DATE: August 23, 2023

PREPARED BY:

Juan Paulo Pausanos, Assistant Engineer

Charlie Ha, Supervising Civil Engineer

APPROVED BY: City Manager

APPROVE FINAL MAP FOR SAN SEBASTIAN PHASE 4B - TRACT NO. 10604

RECOMMENDATION(S)

1. Approve the Final Map; and
2. Authorize recordation of the Final Map.

COUNCIL PRIORITIES, GOALS & STRATEGIES

2022-2023 Strategic Priorities

Economic Development

REPORT NARRATIVE:

San Sebastian Phase 4B – Tract No. 10604 is a 4-lot subdivision located northwest of the intersection of Cochrane Road and Half Road (as shown on the attached site map) (Attachment 1). The developer, Toll CA XX, LP, has completed all the conditions specified by the Planning Commission in the approval of the Tentative Map (SD-09-07) on February 12, 2013.

The City Council is required to approve the Final Map (Attachment 2) if it conforms to all the requirements of the Subdivision Map Act, and any conditions of approval for the Tentative Map.

The developer has furnished the City with the necessary documents to complete the processing of the Final Map and has made provisions to provide the City with the required fees, security, and insurance prior to recordation of the Final Map. The Final Map conforms to the requirements of the Subdivision Map Act, and conditions of approval have been met. Staff recommends that City Council approve the Final Map.

On June 21, 2023, the City Council approved the Final Map and Subdivision Improvement Agreement for San Sebastian Phase 4A – Tract 10600. The Subdivision Improvements Agreement for Phase 4A of San Sebastian with surety bonds and insurance covered all public improvements necessary for Phase 4B of San Sebastian. Therefore, no additional Subdivision Improvements Agreement will be needed with the

processing of the San Sebastian Phase 4B Final Map.

COMMUNITY ENGAGEMENT:

On February 12, 2013, the Planning Commission approved the project's Tentative Map. Residents within a 300 feet radius were informed of the Planning Commission's intent to approve the Tentative Map for the project, in which a public hearing was held to allow the public to be involved and voice their concerns over the Tentative Map requirements.

ALTERNATIVE ACTIONS:

There is no feasible alternative action as the developer has met the requirements of the tentative map conditions approved by the Planning Commission to file for a final map approval.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On June 21, 2023 the City Council approved the San Sebastian Phase 4A Final Map and related Subdivision Improvements Agreement.

On March 2, 2022 the City Council approved the San Sebastian Phase 3A Final Map and related Subdivision Improvements Agreement.

FISCAL AND RESOURCE IMPACT:

Development review costs for this project are paid for from development processing fees.

CEQA (California Environmental Quality Act):

An Environment Impact Report was adopted by the City Council on February 27, 2013.



County of Santa Clara; Sanborn Map Company



**Engineering and Utilities Department
Land Development Engineering Division**

**Site Map
San Sebastian Phase 4B
Tract No. 10604**



0 100 200 400 600 800 Feet Page 266 of 476

OWNERS' STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY SHOWN ON THE SUBDIVISION WITHIN THE DISTINCTIVE SYMBOL LINE OF THIS MAP ENTITLED "TRACT 10604, SAN SEBASTIAN PHASE 4B", CONSISTING OF TWO (2) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD, AND DO CONSENT TO THE MAKING AND FILING OF SAID MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS FOR ANY AND ALL PUBLIC SERVICE FACILITIES INCLUDING, BUT NOT LIMITED TO SIDEWALKS, POLES, WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE, TELEVISION, GAS, STORM, SANITARY AND WATER SERVICES, AND ALL APPURTENANCES THERETO UNDER, UPON, OR OVER THE LAND DESIGNATED AS "PUBLIC SERVICE EASEMENT" (PSE).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS FOR ACCESS OF EMERGENCY VEHICLES, OVER, ON AND ACROSS THOSE CERTAIN AREAS DESIGNATED AS "EMERGENCY VEHICLE ACCESS EASEMENT" (EVAE).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS FOR NON-VEHICULAR PUBLIC ACCESS OVER THOSE CERTAIN AREAS DESIGNATED AS "PUBLIC ACCESS EASEMENT" (PAE).

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF THE LOTS AND PARCELS WITHIN THE "SAN SEBASTIAN" SUBDIVISIONS, EASEMENTS OVER THOSE CERTAIN AREAS DESIGNATED AS "INGRESS AND EGRESS EASEMENT" (IEE) FOR RECIPROCAL RIGHTS OF INGRESS AND EGRESS.

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF THE LOTS AND PARCELS WITHIN THE "SAN SEBASTIAN" SUBDIVISIONS, EASEMENTS OVER, UNDER, OR UPON THOSE CERTAIN AREAS DESIGNATED AS "PRIVATE STORM DRAIN EASEMENT" (PSDE) FOR THE INSTALLATION AND MAINTENANCE OF PRIVATE STORM WATER MANAGEMENT FACILITIES. SAID EASEMENTS SHALL BE CONVEYED TO AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION CREATED FOR THE "SAN SEBASTIAN" SUBDIVISIONS.

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF THE LOTS AND PARCELS WITHIN THE "SAN SEBASTIAN" SUBDIVISIONS, EASEMENTS OVER, UNDER, OR UPON THOSE CERTAIN AREAS DESIGNATED AS "PRIVATE SANITARY SEWER EASEMENT" (PSSE) FOR THE INSTALLATION AND MAINTENANCE OF PRIVATE SANITARY SEWER FACILITIES. SAID EASEMENT SHALL BE CONVEYED TO AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION CREATED FOR THE "SAN SEBASTIAN" SUBDIVISIONS.

ALL OF THE EASEMENTS DESCRIBED HEREIN SHALL BE KEPT FREE OF BUILDINGS, EXCEPT LAWFUL UNSUPPORTED ROOF OVERHANGS, AND OBSTRUCTIONS THAT DO NOT IMPAIR THE USE OF, OR ARE CONSISTENT WITH THE PURPOSE OF THE STREET OR EASEMENT.

THE OFFERS OF DEDICATION DESCRIBED HEREIN TO THE CITY OF MORGAN HILL ARE TO BE ACCEPTED ONLY WHEN THE CITY COUNCIL OF THE CITY OF MORGAN HILL OR ITS SUCCESSOR AGENCY ADOPTS AND RECORDS IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY A RESOLUTION ACCEPTING SAID STREETS OR EASEMENTS. UNTIL SAID RESOLUTION(S) ARE RECORDED, ALL STREETS AND EASEMENTS ENCOMPASSED WITHIN SUCH OFFERS OF DEDICATION SHALL BE MAINTAINED BY THE OWNER DURING ANY REQUIRED WARRANTY PERIOD AND THEREAFTER BY THE OWNER(S) OF THE LOTS OR PARCELS IN THE SUBDIVISION. THE CITY OF MORGAN HILL SHALL NOT BE RESPONSIBLE FOR MAINTENANCE AND SHALL INCUR NO LIABILITY WITH RESPECT TO SUCH OFFERED STREETS AND EASEMENTS OR ANY IMPROVEMENT THEREON. ALL DEDICATED RIGHTS-OF-WAY AND EASEMENTS NOT ACCEPTED FOR MAINTENANCE BY THE CITY OR OTHER PUBLIC AGENCY SHALL BE MAINTAINED BY THE OWNER(S) OF THE LOTS OR PARCELS IN THE SUBDIVISION.

OWNER: TOLL CA XX, L.P., A CALIFORNIA LIMITED PARTNERSHIP

BY: TOLL WEST COAST LLC,
A DELAWARE LIMITED LIABILITY COMPANY
GENERAL PARTNER

NAME: Steve Savage

ITS: Vice President

OWNER ACKNOWLEDGMENT

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

STATE OF CALIFORNIA } ss.
COUNTY OF Alameda

ON June 07, 2023, BEFORE ME, Rosana Haydee Martinez Sedano, A NOTARY PUBLIC, PERSONALLY APPEARED Steve Savage WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/ 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.
NOTARY'S SIGNATURE: [Signature]
NAME OF NOTARY (PLEASE PRINT): Rosana Haydee Martinez Sedano
PRINCIPAL COUNTY OF BUSINESS: Alameda
MY COMMISSION NUMBER: 2404926
MY COMMISSION EXPIRES: May 20, 2026

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY, THAT IS TRUE AND COMPLETE AS SHOWN, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TOLL CA XX, L.P., A CALIFORNIA LIMITED PARTNERSHIP, COMPLETED AUGUST 03, 2022. 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 JUNE 2025, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED FINAL MAP.

[Signature] 06/06/2023
BRYAN PIERCE, PLS 8859 DATE



CITY SURVEYOR'S STATEMENT

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

DATE: _____
JOHN K. KING
ACTING CITY SURVEYOR - HANNA - BRUNETTI
P.L.S. NO. 6809



NOTES:

- 1.) THE DISTINCTIVE SYMBOL LINE INDICATES THE BOUNDARIES OF THE LAND SUBDIVIDED BY THIS FINAL MAP.
- 2.) THE AREA WITHIN THE DISTINCTIVE SYMBOL LINE IS 1.67 ACRES, MORE OR LESS.
- 3.) THE PROPERTY OWNER IS PROVIDING CONSTRUCTIVE NOTICE HEREON THAT EACH LOT IS SUBJECT TO THE REQUIREMENTS OF A DEVELOPMENT AGREEMENT, AND THAT COMMITMENTS UNDER THE AGREEMENT, WHICH THE CITY HAS PERMITTED THE PROPERTY OWNER TO DELAY, MUST BE FULFILLED BY THE SUBSEQUENT PROPERTY OWNER(S).
- 4.) A GEOTECHNICAL INVESTIGATION REPORT WAS PREPARED BY ENGEO, INC. JOB NO. 9301.000.000 AND IS ON FILE WITH THE CITY OF MORGAN HILL

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AS AMENDED, AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____



SCOTT C. GREER
CITY ENGINEER
CITY OF MORGAN HILL, CALIFORNIA
R.C.E. NO. 58879

STATEMENT OF THE PLANNING COMMISSION

I HEREBY STATE THAT THE TENTATIVE MAP FOR THE WITHIN FINAL MAP SHOWN HEREON WAS CONDITIONALLY APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL ON FEBRUARY 12, 2013, BY RESOLUTION NUMBER 13-13, APPLICATION NUMBER SD-09-07.

DATE: _____

JENNIFER CARMAN
SECRETARY
CITY OF MORGAN HILL, CALIFORNIA

STATEMENT OF THE CITY CLERK

I HEREBY STATE THAT THIS FINAL MAP, CONSISTING OF 2 (2) SHEETS, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORGAN HILL AT A MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 2023; AND THAT SAID COUNCIL DID ACCEPT, SUBJECT TO THEIR IMPROVEMENT IN ACCORDANCE WITH CITY STANDARDS, ON BEHALF OF THE PUBLIC, THE DEDICATION OF THE "PUBLIC SERVICE EASEMENT" (PSE), THE "EMERGENCY VEHICLE ACCESS EASEMENT" (EVAE), AND THE "PUBLIC ACCESS EASEMENT" (PAE) FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE DEDICATION, AS SHOWN ON THIS MAP.

DATE: _____

MICHELLE BIGELOW - CITY CLERK
OF THE CITY OF MORGAN HILL, CALIFORNIA

RECORDER'S STATEMENT

FILE NO. _____ FEE \$ _____ PAID. ACCEPTED FOR RECORD AND FILED IN BOOK _____ OF MAPS AT PAGES _____, SANTA CLARA COUNTY RECORDS, THIS _____ DAY OF _____, 20__ AT _____ M., AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY

REGINA ALCOMENDRAS, RECORDER
SANTA CLARA COUNTY, CALIFORNIA BY _____ DEPUTY

TRACT 10604
SAN SEBASTIAN, PHASE 4B

CITY OF MORGAN HILL
SANTA CLARA COUNTY, CALIFORNIA

A SUBDIVISION OF "PARCEL E" AS SHOWN ON THE MAP ENTITLED "TRACT 10600, SAN SEBASTIAN, PHASE 4A" FILED August 8th 2023, IN BOOK 956 OF MAPS, PAGES 11 THROUGH 20 RECORDS OF SANTA CLARA COUNTY, CALIFORNIA.

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
JUNE 2023

JOB #092030

SHEET 1 OF 2 SHEETS

LINE TABLE		
LINE	BEARING	DIST
L1	N62°22'50"E	35.00'
L2	N75°45'37"W	40.46'
L3	N75°45'37"W	10.33'
L4	N14°14'23"E	30.00'
L5	N08°54'43"W	3.00'
L6	N24°02'02"W	3.00'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	18.16'	135.00'	007°42'23" (R1)
C2	18.95'	12.00'	090°28'37" (R3)
C3	68.69'	150.00'	026°14'12"
C4	43.46'	170.00'	014°38'52"
C5	7.43'	10.00'	042°35'56"
C6	30.48'	35.00'	049°53'35"
C7	9.73'	10.00'	055°46'16"
C8	27.55'	130.00'	012°08'33"
C9	128.72'	35.00'	210°42'35"
C10	57.17'	35.00'	093°35'08"
C11	71.55'	35.00'	117°07'26"
C12	7.70'	330.00'	001°20'13" (R3)
C13	1.09'	131.00'	000°28'37"
C14	20.01'	330.00'	003°28'29"
C15	10.03'	38.00'	015°07'18"
C16	5.01'	38.00'	007°33'39"
C17	5.01'	38.00'	007°33'39"

LEGEND	
---	BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
---	EXISTING LOT LINE
---	NEW LOT LINE
---	MONUMENT LINE/CENTERLINE
---	NEW EASEMENT LINE
---	EXISTING EASEMENT LINE
---	TIE LINE
●	FOUND MONUMENT IN WELL, AS NOTED
○	SET IRON PIPE, TAGGED PLS 8859
○	EMERGENCY VEHICLE ACCESS EASEMENT
○	PUBLIC SERVICE EASEMENT
○	PUBLIC ACCESS EASEMENT
○	PRIVATE SANITARY SEWER EASEMENT
○	INGRESS AND EGRESS EASEMENT
○	PRIVATE STORM DRAIN EASEMENT
(M-M)	MONUMENT TO MONUMENT
(T)	TOTAL DIMENSION
(R)	RADIAL BEARING
()	RECORD DATA

REFERENCES:

(R1)	PARCEL MAP	- 872-M-16
(R2)	AMENDED MAP, TRACT 10330	- 909-M-29
(R3)	TRACT 10600	- 956-M-11

NOTES:

- ALL MONUMENT TIES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.
- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

BASIS OF BEARINGS:

THE BEARING OF N14°14'23"W BETWEEN TWO FOUND MONUMENTS ALONG THE CENTERLINE OF CORTE OBISPO AS SHOWN ON THE MAP ENTITLED "TRACT 10600, SAN SEBASTIAN, PHASE 4A", FILED August 8th 2023 IN BOOK 956 OF MAPS, AT PAGES 11 THROUGH 20, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA WAS USED AS THE BASIS OF BEARINGS FOR THE PURPOSE OF THIS MAP.

TRACT 10604 SAN SEBASTIAN, PHASE 4B

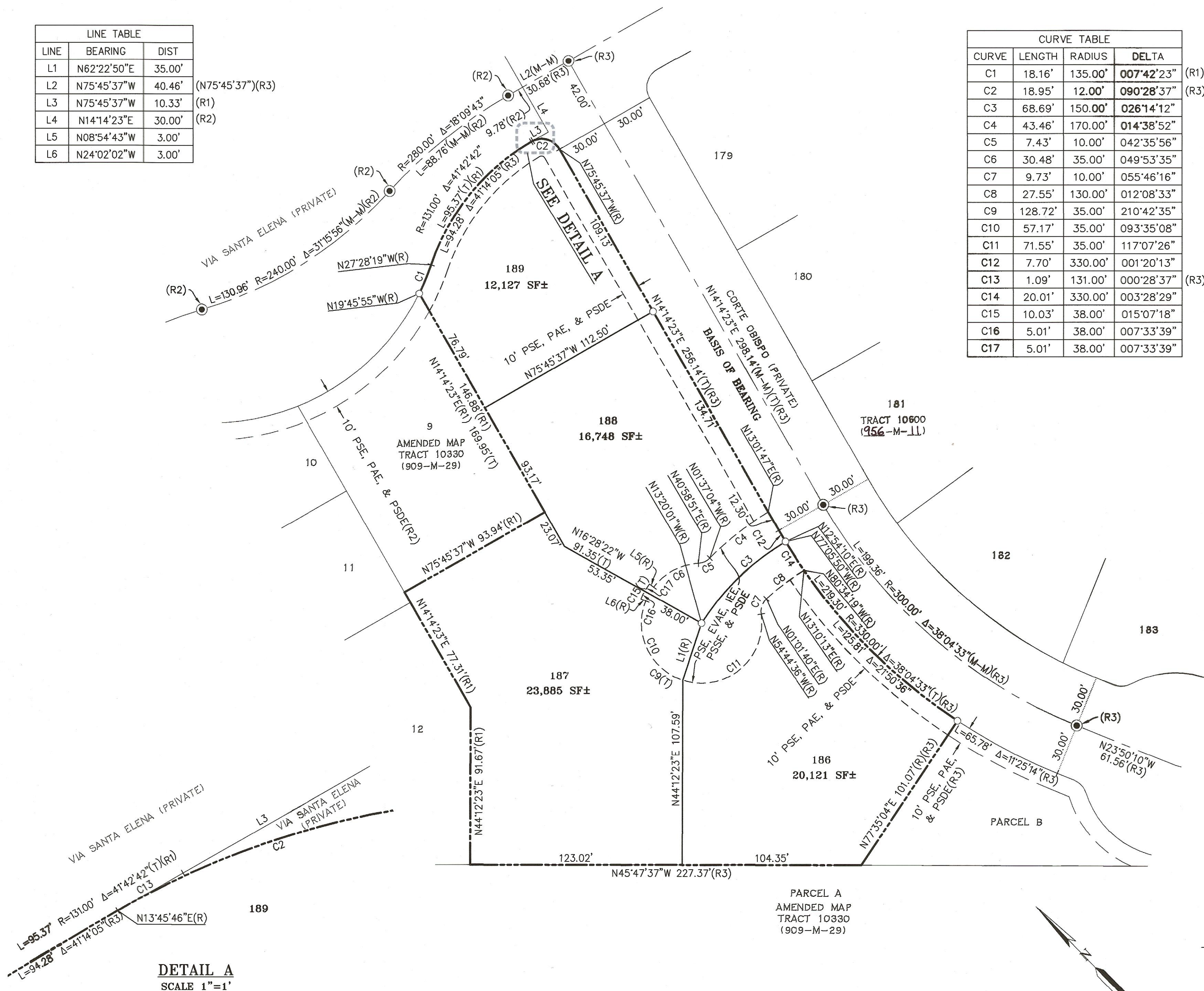
CITY OF MORGAN HILL
SANTA CLARA COUNTY, CALIFORNIA

A SUBDIVISION OF "PARCEL E" AS SHOWN ON THE MAP ENTITLED "TRACT 10600, SAN SEBASTIAN, PHASE 4A" FILED August 8th 2023, IN BOOK 956 OF MAPS, PAGES 11 THROUGH 20, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA.

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
JUNE 2023

JOB #092030

SHEET 2 OF 2 SHEETS



CITY COUNCIL STAFF REPORT

MEETING DATE: August 23, 2023

PREPARED BY:

Chris Ghione, Public Services Director

APPROVED BY: City Manager

APPROVE PARKS AND RECREATION COMMISSION WORK PLAN

RECOMMENDATION(S)

Approve the proposed Parks and Recreation Commission FY 2023-24 Work Plan.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Protecting the Environment and Preserving Open Space and Agricultural Land
Maintaining and Enhancing Infrastructure
Supporting our Youth, Seniors, and Entire Community
Fostering a Positive Organizational Culture
Preserving and Cultivating Public Trust
Enhancing Diversity and Inclusiveness

2022-2023 Strategic Priorities

Fiscal Sustainability
Community Outreach, Engagement, and Messaging
Economic Development
Transportation

Guiding Documents

Bikeways, Trails, and Recreation Master Plan
Morgan Hill 2035 General Plan

REPORT NARRATIVE:

Annually, the Library, Culture and Arts Commission (LCAC) and the Parks and Recreation Commission (PRC) submit Work Plans for approval by the City Council. After approval by the Council, the Commissions use these Work Plans to guide their work over the next year. The LCAC Work Plan was approved in June. City staff believe that the Work Plan of the PRC can be achieved with moderate impact on staff resources. As has been the case in past years, many commissioners have volunteered to take on some of the legwork associated with the specific Work Plan items.

The PRC Work Plan includes items carried forward from the previous fiscal years. This is due to limitations on available City staff resources and aggressive Work Plan items established by the Commission. Some items are also multi-year in nature.

COMMUNITY ENGAGEMENT:

Consult

The development of the Work Plans occurred at noticed public meetings of the PRC and the LCAC. Specific Work Plan items will include appropriate public engagement.

ALTERNATIVE ACTIONS:

The Council could alternatively modify a Commission's Work Plan to eliminate, add, or change specific items within a Work Plan.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The PRC approved their Work Plan for City Council review on July 18, 2023.

FISCAL AND RESOURCE IMPACT:

There is no direct fiscal impact associated with the approval of the Commission Work Plans. Each Work Plan identifies the estimated staff resources necessary to support the specific Work Plan items. Supporting the LCAC and PRC is an ongoing activity for the Public Services Department.

CEQA (California Environmental Quality Act):

Not a Project

Development of Commission Work Plans is an administrative activity of government that will not result in direct or indirect physical changes in the environment. While some projects on the Work Plans may result in changes to the physical environment, those projects would undergo appropriate environmental review on a project by project basis to meet CEQA requirements.

Parks & Recreation Commission

FY 2023-24 Work Plan – Final Draft for Council

Project (Commissioner Responsible)	City Council Priority Supported	Staff Resources Required	Desired Outcome
1. Get youth more active in Parks and Recreation	Supporting Our Youth, Seniors & Entire Community	Recreation Manager (Minimal)	Review program opportunities for new youth programming. (Maniar/Vittal/Lovato)
2. Support bicycle and trails development efforts	Supporting Our Youth, Seniors & Entire Community	PS Director (Minimal)	Work to coordinate with community members on bicycle and trails issues with volunteer Bicycle and Pedestrian Advocacy Group. (Lovato)
3. Support the Morgan Hill Magical Bridge ongoing operations	Supporting Our Youth, Seniors & Entire Community	Recreation Supervisor and Coordinator (Moderate)	Support and enhance the ongoing volunteer and ambassador efforts at the Morgan Hill Magical Bridge Playground, including a youth volunteer program. (Vittal/Maniar)
4. Support planning for updated sports facilities and partnerships	Supporting Our Youth, Seniors & Entire Community Economic Development	Recreation Manager (Minimal)	1. Monitor Outdoor Sports Center transition to new operator. (van Keulen) 2. Monitor Centennial Recreation Center Expansion programming. (van Keulen)
5. Support City in grant opportunities	Supporting Our Youth, Seniors & Entire Community Fiscal Sustainability	PS Director (Moderate) Mngt Analyst (Moderate)	1. Support City staff in identifying and evaluating grant opportunities and associated projects. (Scott/Maniar) 2. Explore opportunities for tree establishment watering funding. (Scott)
6. Increase volunteer Adopt a Park Program participation	Supporting Our Youth, Seniors & Entire Community Fiscal Sustainability	PS Director (Minimal) CS Supervisor (Minimal)	As an exploratory committee, evaluate the opportunity to recreate ongoing volunteer groups to support park maintenance. (Scott/Lovato)
7. Evaluate opportunities to increase youth involvement in park planning	Supporting Our Youth, Seniors & Entire Community	PS Director (Minimal) Rec Coord (Minimal)	Work with City staff to review opportunities to more formally include youth in park planning projects. (Vittal/Lovato)

Project (Commissioner Responsible)	City Council Priority Supported	Staff Resources Required	Desired Outcome
8. Support City park planning efforts	Supporting Our Youth, Seniors & Entire Community	PS Director (Minimal)	1. Evaluate future opportunities for parkland acquisition and development. (van Keulen/Lovato) 2. Research opportunities for the creation of additional dog parks in existing or new park spaces. (Moniz) 3. Review options for the future of the Community Park Pond. (All)
8. Support the Annual Open Streets Event	Supporting Our Youth, Seniors & Entire Community	PS Director (Minimal) CS Supervisor (Moderate)	Support the planning and implementation of the annual Open Streets Event. (Moniz/Lovato)
9. Explore an “Art in the Park” Type Event	Supporting Our Youth, Seniors & Entire Community	PS Director (Minimal) CS Supervisor (Minimal)	Explore the opportunity to develop and implement an “Art in the Park” event, program or improvement. (Moniz)
10. Develop Health and Wellness Fair for the General Community	Supporting Our Youth, Seniors & Entire Community	Recreation Coordinator (Moderate)	Organize a health and wellness community resource fair. (Vittal/ Lucido/Lovato)

Staff Resources Required:	0-50 hours = Minimal	51-100 hours = Moderate	100+ hours = Significant
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City Council

Meeting Minutes

Mark Turner - Mayor
Rene Spring - Mayor Pro Tem
Gino Borgioli - Council Member
Marilyn Librers - Council Member
Yvonne Martinez Beltran - Council Member

Wednesday, June 21, 2023 5:00 PM

**Council Chamber Building
17555 Peak Avenue, Morgan Hill, CA 95037**

SPECIAL/REGULAR MEETING

A special meeting of the City Council was called at 5:00 pm for the purpose of conducting a closed session.

SPECIAL MEETING

5:00 pm closed session

CALL TO ORDER

Mayor Turner called the City Council meeting to order at 5:00 pm.

ROLL CALL ATTENDANCE

City Clerk Michelle Bigelow called the roll.

PRESENT	Rene Spring, Gino Borgioli, Yvonne Martinez Beltran, Mark Turner, Marilyn Librers
ABSENT	None

DECLARATION OF POSTING AGENDA

City Clerk Michelle Bigelow declared the posting of the agenda.

CLOSED SESSION

City Attorney Don Larkin announced the closed session items.

Conference with Labor Negotiators

Authority: Pursuant Government Code Section 54957.6

City Negotiators: Christina Turner, City Manager; Donald Larkin, City Attorney; Michael Horta, Human Resources Director; Dat Nguyen, Finance Director; Edith Ramirez, Assistant City Manager, Development Services

Employee Organization: Morgan Hill Police Officers Association; AFSCME Local 101 Morgan Hill; Community Service Officers Association; Employees Covered under Management Resolution #21-050

Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to § 54956.9(b): (One case)

OPPORTUNITY FOR PUBLIC COMMENT

Public comment opened at 5:01 pm. There being no requests to speak, public comment closed.

ADJOURN TO CLOSED SESSION

The meeting adjourned to closed session at 5:01 pm.

REGULAR MEETING

The regular meeting convened at 6:00 pm.

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

Proclaiming June 19, 2023 as Juneteenth

Proclaiming the month of July as Parks and Recreation Month

PRESENTATIONS

Morgan Hill Library Presentation

CITY COUNCIL REPORTS

Council Member Librers announced that she attended the Santa Clara Valley Habitat Agency Board meeting for the first time. She also attended the Santa Clara County Cities Association Annual Dinner.

CITY MANAGER'S REPORT

City Manager Christina Turner announced that today, June 21, 2023, is the first day of summer. She mentioned that the City will be hosting summer activities highlighting the value of parks and recreation in July. She announced that the southern portion of the Hale Avenue Extension Project will be opening on July 5, 2023. She stated that the northern portion of the project between Dunne Avenue and Main Avenue will remain closed until Valley Water's Upper Llagas Creek Flood Protection project is completed, which is estimated to be January 2024. She also announced that the Spanish Community Police Academy (CPA) is being advertised on the City's website. The first day of the session is September 11, 2023. She announced that on Thursday morning, June 22, 2023, the Morgan Hill Police Department will be participating in the Law Enforcement Torch Run, escorting the Special Olympics Torch, the "Flame of Hope," as it passes through Morgan Hill on its way to opening ceremonies at Santa Clara University. Lastly, she announced that the community is invited to join the Mayor for coffee this Saturday, June 22, 2023, at the Centennial Recreation Center from 9:00 am to 10:00 am.

CITY ATTORNEY'S REPORT

City Attorney Don Larkin announced that there was no reportable action from the first closed session item and that the second closed session item would be continued until after the meeting.

OTHER REPORTS

Mayor Turner announced that he attended the Santa Clara County Cities Association Annual Dinner. He also attended the VTA meeting as an alternate on behalf of Gilroy's mayor. He also attended the City School Liaison Committee meeting where an update was provided regarding the Restorative Justice Diversion Program to train mentors and provide scholarships.

PUBLIC COMMENT

Public comment opened at 6:22 pm. The following people were called to speak:

Michael Burchfield

Sharon Luna (Zoom)

There being no requests to speak, public comment closed.

ADOPTION OF AGENDA

MOTION:

Adopting the agenda as posted.

RESULT:	Passed
MOVER:	Council Member Borgioli
SECONDER:	Mayor Pro Tem Spring
AYES:	Mayor Pro Tem Spring, Council Member Borgioli, Council Member Martinez Beltran, Mayor Turner, Council Member Librers
NAYS:	None
ABSTAIN:	None
ABSENT:	None

CONSENT CALENDAR

Items appearing on the Consent Calendar are considered routine and may be approved by one motion. Pursuant to City Council Policies and Procedures (CP 97-01), any member of the Council or public may request to have an item removed from the Consent Calendar for comment and action.

MOTION:

Approving consent calendar items 3 through 8, 10 through 12, and 14.

RESULT:	Passed
MOVER:	Council Member Borgioli
SECONDER:	Mayor Pro Tem Spring
AYES:	Mayor Pro Tem Spring, Council Member Borgioli, Council Member Martinez Beltran, Mayor Turner, Council Member Librers
NAYS:	None
ABSTAIN:	None
ABSENT:	None

3. ADOPT A RESOLUTION OF LOCAL SUPPORT AND AUTHORIZE THE FILING OF AN OBAG 3 FUNDING APPLICATION FOR THE MONTEREY ROAD TRAFFIC, BICYCLE, AND PEDESTRIAN IMPROVEMENTS PROJECT

Recommendation:

Adopt a Resolution of Local Support and authorize the filing of an application for funding assigned to the Metropolitan Transportation Commission (MTC) and

committing any necessary matching funds and stating assurance to complete the project.

4. **ADOPT A RESOLUTION APPROVING FISCAL YEAR (FY) 2023-24 LIST OF STREET REHABILITATION PROJECTS FUNDED BY SENATE BILL (SB) 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT**

Recommendation:

Adopt a resolution approving a list of street rehabilitation projects for Fiscal Year 2023-24 funded by SB 1, The Road Repair and Accountability Act of 2017.

5. **APPROVE CONSULTANT AGREEMENTS WITH ENGEO, INC. IN THE AMOUNT OF \$400,000 AND TWINING, INC. IN THE AMOUNT OF \$200,000, FOR GENERAL COMPACTION TESTING AND SPECIAL INSPECTION**

Recommendation:

Approve and authorize the City Manager to execute and administer agreements with contingencies to provide general compaction testing and special inspection for various Capital Improvement Program Projects: Engeo, Inc. in the amount of \$400,000 and Twining, Inc. in the amount of \$200,000.

6. **APPROVE A THREE-YEAR MAINTENANCE SERVICE AGREEMENT WITH PETERSON POWER SYSTEMS FOR GENERATOR MAINTENANCE AND REPAIR SERVICES**

Recommendation:

Approve and authorize the City Manager to execute and administer a three year agreement with Peterson Power Systems in the not-to-exceed amount of \$295,195 for annual and preventive maintenance, repair, emergency repair, and rentals for the City's 28 standby generators.

7. **APPROVE FINAL MAP FOR SAN SEBASTIAN PHASE 4A - TRACT NO. 10600 AND RELATED SUBDIVISION IMPROVEMENTS AGREEMENT**

Recommendation:

1. Approve Final Map;
2. Authorize City Manager to execute the Subdivision Improvements Agreement with Toll CA XX, LP; and
3. Authorize the recordation of the Final Map and Subdivision Improvements Agreement.

8. **APPROVE FREEWIRE TECHNOLOGIES, INC., AGREEMENT FOR INSTALLATION AND OPERATION OF ELECTRIC VEHICLE CHARGING INFRASTRUCTURE**

Recommendation:

Authorize the City Manager to enter into an Own and Operate License Agreement with FreeWire Technologies, Inc.

10. APPROVE THE JUNE 7, 2023 CITY COUNCIL MEETING MINUTES

Recommendation:

Approve the June 7, 2023 City Council Meeting Minutes.

11. APPROVE THE PURCHASE OF AN OFF-ROAD ALL-TERRAIN VEHICLE AND EQUIPMENT IN THE AMOUNT OF \$175,763 FROM ALLTRACK INC.

Recommendation:

Approve and authorize the City Manager to execute a purchase order to Alltrack Inc. in the amount of \$175,763 for the purchase of an off-road all-terrain vehicle and equipment, to provide access to utility infrastructure.

12. AUTHORIZE WRITE-OFF OF CERTAIN UNCOLLECTIBLE RECEIVABLES IN ACCORDANCE WITH THE CITY'S WRITE-OFF POLICY

Recommendation:

Authorize write-off of certain uncollective receivables in the amount of \$161,494 in accordance with the City's write-off policy.

14. RECEIVE MONTHLY BUDGET UPDATE AND MAY 2023 FINANCIAL AND INVESTMENT REPORTS

Recommendation:

Accept and file report.

ITEMS PULLED FOR DISCUSSION

1. ADOPT A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN IMPACT FEE FREEZE AGREEMENT, AND A SEWER/TRAFFIC IMPACT FEE FINANCING AGREEMENT WITH CUTINA MORGAN HILL LLC FOR A HOTEL DEVELOPMENT ON A 2.21 ACRE PARCEL IDENTIFIED BY ASSESSOR PARCEL NUMBER (APN) 726-58-006

Recommendation:

Adopt a resolution to authorize the City Manager to execute an Impact Fee Freeze Agreement and a Sewer/Traffic Impact Fee Financing Agreement with Cutina Morgan Hill LLC for a 114-room hotel development on a 2.21 acre parcel identified by assessor parcel number (APN) 726-58-006.

Economic Development Director Matt Mahood provided a report. The applicant, Cosmo Fagundo, answered questions.

Public comment opened at 6:43 pm. There being no request to speak, public

comment closed.

MOTION:

Approving the recommended action

RESULT:	Passed
MOVER:	Council Member Martinez Beltran
SECONDER:	Mayor Pro Tem Spring
AYES:	Mayor Pro Tem Spring, Council Member Borgioli, Council Member Martinez Beltran, Mayor Turner, Council Member Librers
NAYS:	None
ABSTAIN:	None
ABSENT:	None

2. APPROVE AN IMPACT FEE FREEZE AGREEMENT WITH MERSHO INVESTMENTS, LLC AND CLAYTON PLAZA, LLC FOR INDUSTRIAL DEVELOPMENTS ON 6 PARCELS TOTALING 20.14 ACRES IDENTIFIED BY ASSESSOR PARCEL NUMBERS 726-31-038, APN 726-31-025, APN 726-33-026, APN 726-33-025, APN 726-25-026 , AND APN 726-32-025

Recommendation:

1. Approve an Impact Fee Freeze Agreement with Mersho Investments, LLC and Clayton Plaza, LLC for the development of six (6) separate industrial/commercial facilities located throughout Morgan Hill Ranch and Madrone Business Park; and
2. Authorize the City Manager to execute the Impact Fee Freeze Agreement.

Economic Development Director Matt Mahood provided a report to Council and a representative for Mersho Investments, Christopher Conway, answered questions.

Public comment opened at 7:12 pm.

Joe Baranowski was called to speak.

There being no additional requests to speak, public comment closed.

MOTION:

Approving the recommended action with corrected acreage of 22.54 acres.

RESULT:	Passed
MOVER:	Mayor Pro Tem Spring
SECONDER:	Council Member Librers
AYES:	Mayor Pro Tem Spring, Council Member Borgioli, Council Member

	Martinez Beltran, Mayor Turner, Council Member Librers
NAYS:	None
ABSTAIN:	None
ABSENT:	None

9. APPROVE LIBRARY, CULTURE AND ARTS COMMISSION WORK PLAN

Recommendation:

Approve the proposed Library, Culture and Arts Commission FY 2023-24 Work Plan.

Public Services Director Chris Ghione and LCAC Chair Mandy Santiago provided a report and answered questions.

Public comment opened at 7:36 pm. The following people were called to speak:

Suman Ganapathy

Kathy Chavez Napoli

Dave

Jennifer Blalack (Zoom)

Robyn Carrillo (Zoom)

There being no additional requests to speak, public comment closed.

SUBSTITUTE MOTION:

Approving the recommended action.

RESULT:	Failed
MOVER:	Council Member Martinez Beltran
SECONDER:	Mayor Pro Tem Spring
AYES:	Council Member Martinez Beltran, Mayor Pro Tem Spring
NAYS:	Mayor Turner, Council Member Librers, Council Member Borgioli
ABSTAIN:	None
ABSENT:	None

MOTION:

Approving the LCAC work plan with the removal of the land acknowledgment statement.

RESULT:	Passed
MOVER:	Mayor Turner

SECONDER:	Council Member Borgioli
AYES:	Council Member Borgioli, Mayor Turner, Council Member Librers
NAYS:	Mayor Pro Tem Spring, Council Member Martinez Beltran
ABSTAIN:	None
ABSENT:	None

The meeting recessed at 7:56 p.m. and reconvened at 8:04 p.m.

13. RATIFY CITY POSITIONS ON PENDING LEGISLATION

Recommendation:

Ratify the City's position opposing pending legislation, Senate Bill 623 (Laird)
Workers' compensation: post-traumatic stress disorder.

City Manager Christina Turner provided a report.

Public comment opened at 8:14 pm. There being no requests to speak, public comment closed.

SUBSTITUTE MOTION:

Rescind the City's position for pending legislation for Senate Bill 623 (Laird).

RESULT:	Failed
MOVER:	Council Member Martinez Beltran
SECONDER:	Mayor Pro Tem Spring
AYES:	Mayor Pro Tem Spring, Council Member Beltran
NAYS:	Mayor Turner, Council Member Borgioli, Council Member Librers
ABSTAIN:	None
ABSENT:	None

MOTION:

Approving the City's position opposing Senate Bill 623 (Laird).

RESULT:	Passed
MOVER:	Council Member Borgioli
SECONDER:	Council Member Librers
AYES:	Council Member Borgioli, Mayor Turner, Council Member Librers
NAYS:	Mayor Pro Tem Spring, Council Member Martinez Beltran
ABSTAIN:	None

ABSENT:	None
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PUBLIC HEARINGS

15. **CERTIFY THE ENVIRONMENTAL IMPACT REPORT, ADOPT FINDINGS OF SIGNIFICANCE AND STATEMENT OF OVERRIDING CONSIDERATIONS, APPROVE VESTING TENTATIVE MAP, AND APPROVE DESIGN PERMIT FOR A RESIDENTIAL DEVELOPMENT, COMPRISED OF 269 UNITS. THE PROPERTIES, IDENTIFIED BY ASSESSOR PARCEL NUMBERS 728-30-001, 728-30-002, 728-30-003, AND 728-30-004 ARE LOCATED AT THE SOUTHWEST INTERSECTION OF HALF ROAD AND MISSION VIEW DRIVE (THE CROSSWINDS AT MORGAN HILL, LLC, OWNER)**

Recommendation:

1. Open/close public hearing;
2. Adopt a Resolution to certify the Environmental Impact Report (EIR), approve the Mitigation Monitoring and Reporting Program prepared for the project, and adopt Findings of Significance and Statement of Overriding Considerations; and
3. Adopt a Resolution approving the Vesting Tentative Map and Design Permit.

Principal Planner Adam Paszkowski and Community Development Director Jennifer Carman provided a presentation and report. Public Services Director Chris Ghione answered questions.

Mayor Turner and Council Members Borgioli, Librers, and Martinez Beltran announced their ex-parte contacts.

The public hearing opened at 9:10 pm. The following people were called to speak Dick Oliver (Zoom) and Joshua Vrotsos (Applicant)
Joe Baranowski

There being no additional requests to speak, the public hearing closed.

MOTION:

Extending the meeting to 10:30 p.m.

RESULT:	Passed
MOVER:	Council Member Martinez Beltran
SECONDER:	Mayor Pro Tem Spring
AYES:	Mayor Pro Tem Spring, Council Member Martinez Beltran, Mayor Turner, Council Members Librers
NAYS:	Council Member Borgioli
ABSTAIN:	None

ABSENT:	None
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MOTION:

Approving the recommended actions.

RESULT:	Passed
MOVER:	Council Member Martinez Beltran
SECONDER:	Council Member Borgioli
AYES:	Mayor Pro Tem Spring, Council Member Borgioli, Council Member Martinez Beltran, Mayor Turner, Council Member Librers
NAYS:	None
ABSTAIN:	None
ABSENT:	None

16. INTRODUCE ORDINANCE AMENDING SECTION 18.24.020 (LAND USE REGULATIONS) OF 18.24 (COMMERCIAL ZONING DISTRICTS) OF TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL IMPLEMENTING MINOR AMENDMENTS TO THE ADMINISTRATIVE OFFICE (CO) ZONING DISTRICT TO ALLOW VEHICLE-RELATED USES AND OTHER COMPATIBLE USES ON MINIMUM ONE-ACRE LOTS

Recommendation:

1. Open/close public hearing;
2. Waive first and second reading of the Ordinance Amendment; and
3. Introduce Ordinance Amendment

Economic Development Director Matt Mahood and Principal Planner Adam Paszowski provided a presentation and report.

The public hearing opened at 10:18 pm. The following people were called to speak:

David Wendt

Nick Gaich

Ryan Warren

Joe Baranowski

Miguel Jimenez

Asit Panwala (Zoom)

There being no additional requests to speak, public comment closed.

MOTION:

Extending the meeting to 11:30 pm.

RESULT:	Passed
MOVER:	Council Member Martinez Beltran
SECONDER:	Mayor Pro Tem Spring
AYES:	Mayor Pro Tem Spring, Council Member Martinez Beltran, Mayor Turner, Council Member Librers
NAYS:	Council Member Borgioli
ABSTAIN:	None
ABSENT:	None

SUBSTITUTE MOTION:

Waiving the first and second readings of the Ordinance Amendment and directing staff to develop design guidelines for auto-related uses.

RESULT:	Passed
MOVER:	Mayor Turner
SECONDER:	Council Member Librers
AYES:	Mayor Turner, Council Member Borgioli, Council Member Librers
NAYS:	Mayor Pro Tem Spring, Council Member Martinez Beltran
ABSTAIN:	None
ABSENT:	None

MOTION:

Introducing the Ordinance.

RESULT:	Passed
MOVER:	Mayor Turner
SECONDER:	Council Member Librers
AYES:	Council Member Borgioli, Mayor Turner, Council Member Librers
NAYS:	Mayor Pro Tem Spring, Council Member Martinez Beltran
ABSTAIN:	None
ABSENT:	None

FUTURE COUNCIL INITIATED AGENDA ITEMS

Council Member Martinez Beltran requested the Morgan Hill Agricultural Policy be brought as a future item to discuss conserving agricultural land in Morgan Hill.

ADJOURNMENT

The meeting adjourned to closed session at 11:01 pm. Mayor Turner adjourned the meeting at 11:20 pm.

Minutes Prepared by:

Ivan Carmona-Torres, Deputy City Clerk

CITY COUNCIL STAFF REPORT

MEETING DATE: August 23, 2023

PREPARED BY:

Chris Ghione, Public Services Director

APPROVED BY: City Manager

APPROVE UTILITY BOX ART FOR DEPOT STREET AND EAST DUNNE AVENUE

RECOMMENDATION(S)

Approve Utility Box Art for Utility Box Located at Depot Street and East Dunne Avenue.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Supporting our Youth, Seniors, and Entire Community

Preserving our Community History

Enhancing Diversity and Inclusiveness

Guiding Documents

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

Ten City owned traffic signal utility boxes were painted by artists through a project by Leadership Morgan Hill in 2018. Following the initial program by Leadership Morgan Hill, the Library, Culture and Arts Commission developed a program to pair sponsors with local artists to continue painting additional utility boxes within the City.

The sub-committee of the Commission has identified another artist/sponsor to paint another utility box. Artist Amanda Santiago has proposed painting an additional traffic signal utility box. The artist has taken the initiative to propose this artwork and also proposed the associated inspirational phrase "Celebrating our Shared History." The artwork is sponsored by Colibri Gallery/Colibri Art and Framing.

Per the City's Public Art Policy, the Library, Culture and Arts Commission must make a recommendation to the City Council for the approval of public art. The art proposal is included as Attachment 1 for review by the Council. The artwork could be installed at one of several locations, but the consensus from the Commission was the intersection of East Dunne Avenue and Depot Street, adjacent to the Community and Cultural Center.

COMMUNITY ENGAGEMENT:

Empower

The program has been primarily managed by the volunteers on the Commission and the project was brought forward by a local artist who identified a sponsor for the work.

ALTERNATIVE ACTIONS:

The City Council could choose not to approve the project, provide for direction on changes to the artwork, or provide other alternate direction to staff and the Commission. Additionally, the Council could approve an alternative location for the site. The potential alternative location discussed with the artist and sponsor was the utility boxes at the intersection of Tennant Avenue and Butterfield Boulevard.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Library, Culture and Arts Commission has recommended approval of the artwork. Artist Amanda Santiago is a member of the Commission, but recused herself and did not participate in the meeting during the Commission's review of the artwork. The City Council previously approved artwork for the initial Utility Box Art Program on July 25, 2018. Since that time numerous individual sites and artwork have been approved as part of the program. Most recently, the Council approved artwork on the utility box art at Murphy Avenue and East Dunne Avenue on December 15, 2021.

FISCAL AND RESOURCE IMPACT:

The project will be funded by a sponsorship provided by the Colibri Gallery/Colibri Art and Framing. This will include payment to the artist and funding of the anti-graffiti coating over the artwork. The implementation of a utility box art program is in the approved Library, Culture and Arts Commission Work Plan, with planned limited support from Public Services Department staff.

CEQA (California Environmental Quality Act):

Categorical Exemption

The planned maintenance and management of city facilities falls within the CEQA categorical exemption of Class 1, Existing Facilities.



Morgan Hill 'Art & Inspiration' Utility Box Art Project - Phase 2 Artist Application Form

Thank you for your interest in the Morgan Hill Art & Inspiration Phase 2 Project. Please submit this completed application, artwork description, sample pdf/jpeg of your previously finished work and a color rendering of the proposed artwork on the design template. All artists must submit a signed release of liability.

Email

Artist Name 1 response

Amanda Santiago

Artist Address including City, State & Zip Code1 response

Morgan Hill

Artist Email Address1 response

Phone Number1 response

Website, if available1 response

<https://instagram.com/enigmaartworx>

Social media, if available1 response

<https://instagram.com/enigmaartworx>

Requested location of utility box (1st, 2nd & 3rd choices)1 response

Tenant/ Butterfield, Tenant at Safeway

Name & contact info of sponsor, if applicable.1 response

Colibri Gallery/ Colibri Art and Framing

Artist Biography (up to 150 words)1 response

Amanda is an artist, Framer, Designer and General Manager at Colibri Art and Framing as well as a lifetime student and teacher of the visual and performing arts. Her favorite mediums include acrylic, oil, 12 string acoustic guitar, piano and traditional beadwork. She has a strong background in mathematics that brings a graceful simplicity to complex designs and projects; having studied engineering management in the Ira A. Fulton School of Engineering at Arizona State University and visual and performing arts at Gavilan College.

She has participated in local mural and painting projects creating twenty pavers for the Morgan Hill Community Garden, working with the Leadership Morgan Hill program and has participated as a showing artist with Morgan Hill Open Studios.

With years of multi media experience, Amanda is able to draw from a well developed knowledge base of art techniques, both traditional and modern.

Amanda is passionate about bringing the fine arts to Morgan Hill and making history and art available and accessible to all of our residents and neighbors. She participates in local commissions promoting art, culture and literacy and can often be found working with local artists to encourage, promote and recognize their talent.

Short Inspirational/thought-provoking/positive message for the original artwork:1 response

[Celebrating our shared History](#)

Description of artwork interpreting the message:1 response

One side of the box will feature the father daughter bond between Hiram Morgan Hill and his daughter Diana Hill, in front of Villa Miramonte laughing and playing in their front yard with roses and hummingbirds surrounding them. The other side will feature an Amah Mutsun father and daughter in traditional garb in front of their home, also sharing a fun moment. Little details such as a petroglyph and acorns will complete the layout I would like this to show that we are united in our love for our families and wanting to see our children and homes safe, healthy, and thriving. Art to follow via Suman/ and email Monday. Design is complete, layout is still in process. Color schemes will reflect a natural and historic palate, Villa Miramonte will be painted in colors reflecting the building as it is today, the Amah Mutsun family will be depicted in natural colors as seen in the landscape at Chitactac Park. Patterns in the painted "frame" that will encompass the artwork will be traditional Ohlone baskets on the Amah Mutsun side, and the stained glass windows of Villa Miramonte on the Hills side. The short sides of the box will have a continuation of the hummingbirds and roses on one side and acorns and crows on the other. Listed email is for this project only as that my account is yahoo and I cannot get it to access this form. Thanks so much! Mandi

The following documents should be included and attached in PDF or document format:

1. Box template with artwork design (Required). Link to

template: https://drive.google.com/file/d/1v4VUFmpEfc4Q64gFm6L4HiUzY9wPrrMe/view?usp=drive_link(Download and fill.)

Proposed Design Template

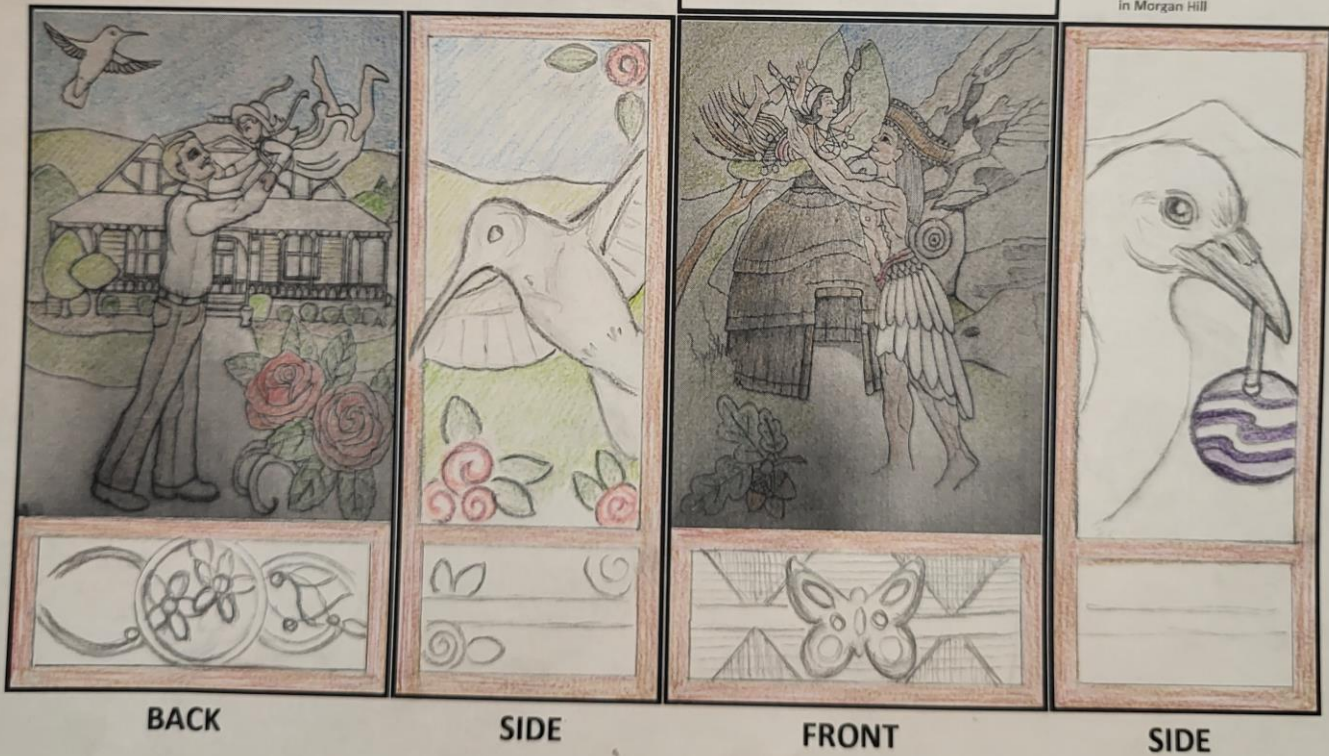
Actual utility boxes vary in size, shape and have various vents, seams, doors and handles. Be prepared to adjust art work to fit a unique utility box.

Size: Main - 33" x 24" (width) x 64" (height) 2.5" base (approx, for designing purposes. Measure actual boxes individually.)

TOP



Example of Main Box in Morgan Hill



The following documents should be included and attached in PDF, JPEG or PNG format, maximum 1MB:

2. PDF of images of prior finished artwork by artist (Required)

(Pasted at the end)



20230728_174204 - John Zaucha.jpg



20230417_200103 - John Zaucha.jpg



20221104_160445 - John Zaucha.jpg



MandiSantiago_5 - John Zaucha.jpg

AGREEMENT TO TERMS OF ARTIST AGREEMENTS:

I understand that if selected, that prior to commencing work on the Utility Box Art Program I will be required to sign and execute the City of Morgan Hill Artists Agreement.

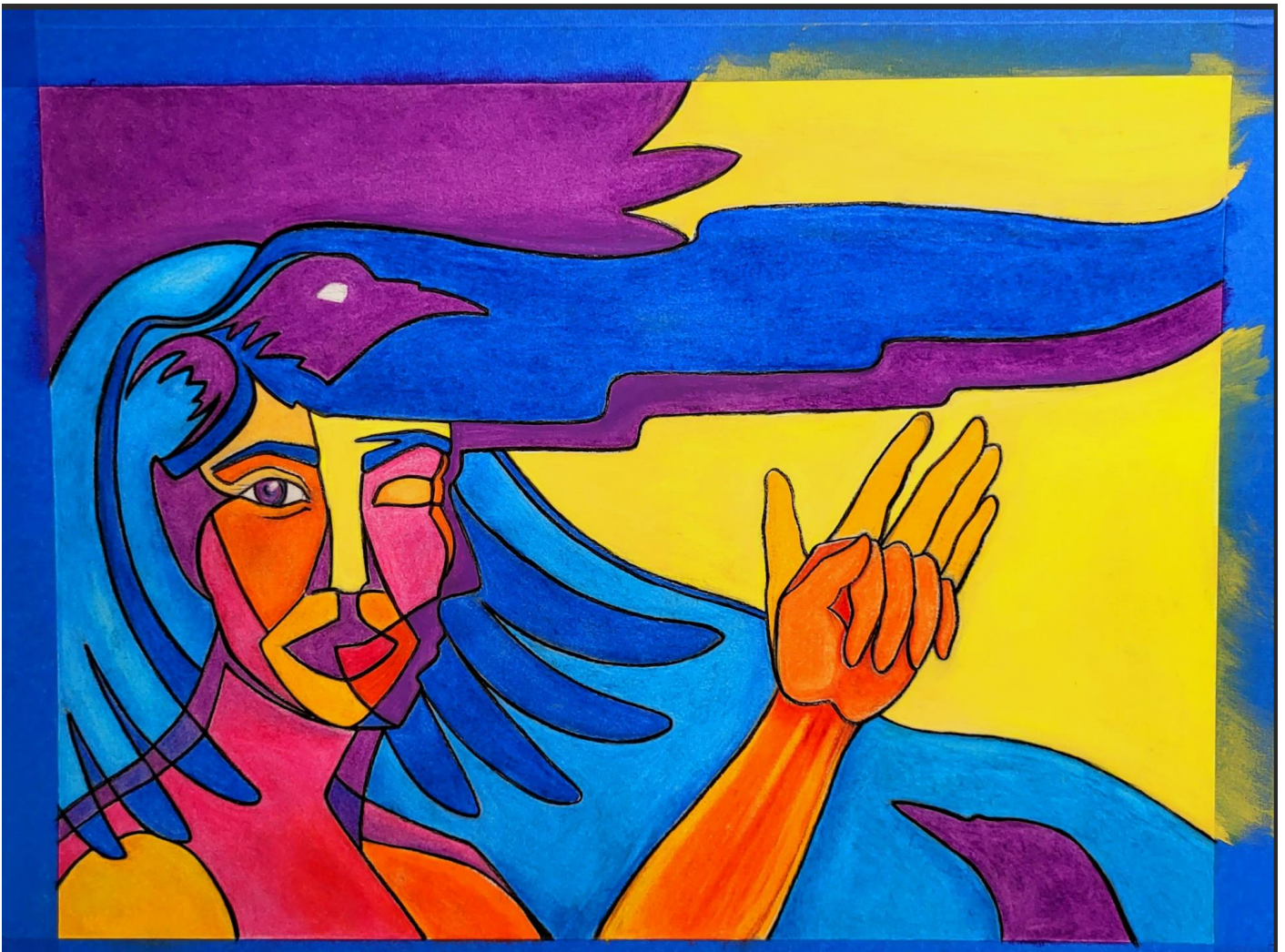
I further understand that during the selection and review process, the materials I have submitted will be made public through the review process.

Please sign (type your name) and add the date below:

Amanda Santiago 7/30/2023

Thank you for your interest in participating in the Morgan Hill Library, Culture, and Arts Committee's 'Art & Inspiration' Utility Box Art (Phase 2) Project. We will get back to you promptly. If you have additional questions, please contact us at artinspirationmh@gmail.com.







CITY COUNCIL STAFF REPORT

MEETING DATE: August 23, 2023

PREPARED BY:

Adam Paszkowski, Principal Planner

APPROVED BY: City Manager

INTRODUCE ORDINANCE ESTABLISHING CHAPTER 18.29 (MONTEREY CORRIDOR FORM-BASED CODE) OF TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL AND ESTABLISHING THE MONTEREY CORRIDOR FORM-BASED CODE REGULATING PLAN IMPLEMENTING A FORM-BASED CODE ALONG THE MONTEREY ROAD CORRIDOR CREATING A VIBRANT MIXED- USE CORRIDOR THAT ENCOURAGES WALKING AND BIKING AS ENVISIONED WITHIN THE CITY OF MORGAN HILL 2035 GENERAL PLAN

RECOMMENDATION(S)

1. Open/close public hearing;
2. Waive first and second reading of the Ordinance Amendment; and
3. Introduce Ordinance Amendment.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Supporting our Youth, Seniors, and Entire Community

Preserving our Community History

Enhancing Diversity and Inclusiveness

2022-2023 Strategic Priorities

Fiscal Sustainability

Affordable Housing and Homelessness

Economic Development

Guiding Documents

Economic Blueprint

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

An ordinance is being proposed that would establish Chapter 18.29 (Monterey Corridor Form-Based Code) of Title 18 (Zoning Code) to create a vibrant mixed-use corridor that

encourages walking and biking north and south of Downtown, from approximately Main Avenue north to Burnett Avenue and from approximately Dunne Avenue south to Rome Avenue.

Complete details of the proposed amendments are provided in the draft Ordinance (Attachment 1) and in the [Planning Commission staff report](#). If the proposed Ordinance is approved, the Code Amendment becomes effective 30 days following the adoption of the Ordinance by the City Council.

Pursuant to Section 18.114.060 (Findings for Approval), the City Council may approve a zoning code amendment only if all of the following findings are made:

1. The proposed amendment is consistent with the General Plan and any applicable specific plan as provided by Government Code Section 65860.
2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.
3. The proposed amendment is internally consistent with other applicable provisions of the zoning code.

The proposed amendments are consistent with the above findings as the amendments implement the General Plan and the 2017 Morgan Hill Economic Blueprint, do not propose any new uses that were not analyzed in the Morgan Hill 2035 Environmental Impact Report, and are internally consistent with other applicable provisions of the zoning code.

BACKGROUND:

The City of Morgan Hill is guided by several key policy and regulatory documents to manage future growth. Adopted by the City Council in July 2016, the Morgan Hill 2035 General Plan establishes a vision for a prosperous, vibrant city, supported by a framework of goals, policies, and actions that guide the City's decisions for the next two decades. The Morgan Hill Downtown Specific Plan, adopted in November 2009, complements the General Plan, ensuring that residential and commercial development standards support the community's vision for a vibrant and accessible Downtown village. The General Plan vision for the Monterey Corridor is as follows:

“North and south of Downtown will transform from its current predominantly strip commercial character to a vibrant mixed-use corridor that encourages walking and biking. Buildings will front onto the street and a range of commercial and office uses will be located within close proximity to attached residential units. Density will decrease with distance from Downtown.”

In January 2017, the City of Morgan Hill contracted with Lisa Wise Consulting, Inc. (LWC) for the preparation of a market and land use capacity study for the Monterey Road corridor. The [Market Analysis Report](#) (Report) provided a summary of demographic and socio-economic conditions in the City of Morgan Hill as they relate to economic performance, as well as a high-level analysis of the commercial market, and a

land use capacity assessment for the corridor. The Report was used to inform the development of implementation plan options for the Monterey Corridor. The Report indicated, among other key findings, that the Monterey Corridor has a theoretical market demand of 215,000 square feet of commercial (retail and office) with development capacity for between 150 and 890 residential units (the residential capacity did not take into account recent State laws that may yield significantly more housing units along the corridor).

The Report summarized five options:

- 1.1 Comprehensive Form-Based Code;
- 1.2 Scaled-Down Form-Based Code;
2. Conventional Code with Updates to Standards;
3. Specific Plan for the Study Area;
4. Guidelines for “Block-Level Master Plans”; and,
5. Streetscape Improvement Plan and a Façade Incentive Program.

As indicated by LWC, the two form-based code options (1.1 Comprehensive Form-Based Code and 1.2 Scaled-Down Form-Based Code) would, in their experience, be most effective in helping to realize the General Plan’s vision for the Monterey Corridor.

On April 4, 2018, the City Council discussed the Monterey Corridor Study Report, Implementation Memo, and the Planning Commission’s recommendations. Several implementation measures were discussed including the preparation of a Specific Plan. However, due to the cost to update the Specific Plan (approximately \$1,000,000 at the time), funding was not provided via the General Fund; and, therefore, staff was instead directed to proceed with the preparation of a [Block-Level Master Plan](#) (BLMP) for the Monterey Road corridor and to seek other funding and grants in pursuit of a Specific Plan update at a later undetermined date. BLMPs for Monterey Corridor Block One and Monterey Corridor Block Four were approved by the City Council on February 6, 2019.

As part of the Plan Bay Area 2050, on December 18, 2019, the City Council adopted a resolution to expand the City of Morgan Hill’s existing Priority Development Area (PDA) beyond Downtown, along the Monterey Corridor north and south of Downtown. The purpose of designating a Priority Development Area is to focus both on housing and job growth within a quarter mile of transit, expressing a local government’s priorities for growth in jobs and housing and inform regional agencies that jurisdictions want and need assistance, specifically to complete planning actions that will provide for and foster quality design adjacent to transportation. A Priority Development Area provides the opportunity for the City to pursue planning grant funds through Bay Area Metro should they become available. On February 14, 2020, ABAG approved the City’s PDA expansion.

Long Range Planning Staff secured grant funding through the 2019 Planning Grants Program from the State of California, Department of Housing and Community Development in the amount of \$160,000 for the preparation and development of a form-based code for the Monterey Road Corridor. The BLMPs thereby served as the

foundation for the Monterey Corridor Form-Based Code; and the form-based code will be the basis for a future Specific Plan. On March 4, 2020, the City Council approved a Consultant Agreement with LWC to prepare the Monterey Corridor Form-Based Code.

The Monterey Corridor Form-Based Code will serve as the backbone, and reduce the cost, for a future Monterey Corridor Specific Plan that includes a Downtown Specific Plan update.

WHAT IS A FORM-BASED CODE:

A Form-Based Code (FBC) is a tool used to shape the urban environment through a set of objective standards. This approach is an alternative to the conventional zoning code, using a place-based planning approach that promotes a walkable urban environment over sprawl.

A FBC can address the relationship between the building facade and public realm, form, and mass of buildings in relation to one another, and the scale and types of streets and blocks. Regulations and standards in a FBC are usually presented in tables and graphics alongside supplemental text. The standards vary in intensity based on each form-based zone. The form-based zones are mapped on a Regulating Plan, a document similar to a zoning map.

FBC's are now being utilized by cities, towns, and counties across the country as communities like Morgan Hill desire vibrant, mixed-use areas where residents can live, work, and play within close walking distance. For the Monterey Corridor, a FBC can establish objective development standards that implement the community vision described in the General Plan, emphasizing pedestrian-oriented building form and efficient housing development with an appropriate mix of uses.

Although a FBC is a type of Zoning Code, FBCs differ from conventional zoning codes in terms of the process by which they are prepared, the substance of the standards they contain, how those standards are presented, the mechanism by which they are implemented, and the built form they produce. In summary, a FBC is a transformative regulatory tool used to implement a community's vision for how it should look and feel, holistically shaping the urban environment through a set of objective standards.

PROJECT ANALYSIS AND FINDINGS:

LWC has prepared the attached draft FBC which is proposed to be included as Chapter 18.29 (Monterey Corridor Form-Based Code) of Title 18 (Zoning Code). If the draft FBC is approved, parcels located within the FBC boundary will have their zoning amended to one of the three Form-Based Zoning Districts as described below. The draft FBC establishes development standards that are objective and implement the community vision, emphasizing pedestrian-oriented building form and streamlined housing development with an appropriate mix of uses. The draft FBC is designed with a user-friendly organizational structure, where City staff and community members can easily navigate and recognize the standards and requirements that apply to the applicable development site.

The draft FBC is organized consistent with other Chapters of the Zoning Ordinance; however, it lists standards that are only applicable to the Form-Based Zoning Districts. The draft FBC is organized pursuant to the following subject matter:

1. Introduction. This Section introduces the FBC, describes its components, and provides an illustrative explanation of how to use and apply the FBC to a typical development review application.
2. Purpose and Applicability of the Form-Based Code. This Section provides the general purpose and intent of the form-based zoning districts and standards, as well as the applicability of the FBC.
3. Form-Based Zoning Districts. This Section establishes the applicability of the form-based zoning districts, an overview of the zoning districts, and the specific purpose statements and development standards associated with each zoning district.
4. Building Type Standards. This Section establishes the purpose and intent of the building type standards, the applicability of the standards, a description of each building type, and objective standards associated with each type.
5. Frontage Type Standards. This Section establishes the purpose and intent of the frontage type standards, the applicability of the standards, a description of each frontage type, and objective standards associated with each type.
6. Civic Space Standards. This Section establishes the purpose and intent of the civic space standards, the applicability of the standards, a description of each civic space type, and objective standards associated with each type.
7. Land Use Standards. This Section establishes the land uses permitted in each form-based zoning district and any applicable specific use standards.
8. Standards Supplemental to Form-Based Zoning Districts. This Section provides any additional standards or requirements necessary to implement walkable areas, including alternatives for parking requirements, design and dimensional standards for signs, and landscaping provisions.
9. Permits and Administration for Form-Based Zoning Districts. This Section establishes any additional or unique provisions necessary to administer the FBC.
10. Definitions for Form-Based Zoning Districts. This Section provides any additional or unique definitions necessary to understand the standards and requirements of the FBC.

The draft FBC proposes the following three Form-Based Zoning Districts within the FBC:

- Neighborhood Form-Based (FB-N). A variety of housing opportunities that are accessible to a range of income levels in a walkable environment with neighborhood-serving retail and services.
- Corridor Form-Based (FB-C). Variable intensities of infill and redevelopment with a mix of walkable uses, such as retail, service, and commercial, that are sensitive to the scale and character of the area.
- Urban General Form-Based (FB-UG). Mixed-use commercial and residential hubs with a variety of uses and clustered job opportunity centers. Accessible

corridors and streets with internal block patterns and an improved pedestrian experience transitioning from an auto-centric environment to a walkable environment.

These three Form-Based Zoning Districts are keyed to a plan, referred to as a Regulating Plan (see attachment), that functions like a zoning map, assigning an appropriate form-based zone to specific lots. The proposed Regulating Plan boundary, in which the FBC would apply to, generally includes parcels adjacent to Monterey Road within the City limit, excluding the Downtown Specific Plan Area and parcels south of Watsonville Road. The boundary extends north and south of Downtown from approximately Main Avenue north to Burnett Avenue and from approximately Dunne Avenue south to Rome Avenue.

The proposed Form-Based Code has been analyzed with respect to consistency with the: 1) General Plan, and 2) Zoning Ordinance.

1. General Plan Consistency

The proposed text amendments are consistent with the General Plan in that it implements the Morgan Hill 2035 General Plan.

2. Zoning Ordinance Consistency

The purpose of the Monterey Corridor Form-Based Code is to implement the General Plan and to protect the public health, safety, and welfare. The City may approve a Zoning Amendment only if the following findings are made:

- a. The proposed amendment is consistent with the General Plan and any applicable specific plan as provided by Government Code Section 65860.

Consistent

The proposed text amendments are consistent with the General Plan in that it implements the vision in the Morgan Hill 2035 General Plan to transform the Monterey Road Corridor north and south of Downtown (from approximately Main Avenue north to Burnett Avenue and from approximately Dunne Avenue south to Rome Avenue) from its current predominantly strip commercial character to a vibrant mixed-use corridor that encourages walking and biking with buildings fronting onto the street and a range of commercial and office uses located in close proximity to new and existing residential development.

- b. The proposed amendments will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

Consistent

The proposed Form-Based Code consists of implementing the City of Morgan Hill 2035 General Plan and will implement the vision to transform the Monterey Road Corridor north and south of Downtown as a vibrant mixed-use corridor that encourages walking and biking, and, therefore, will not be detrimental to the City.

- c. The proposed amendment is internally consistent with other applicable provisions

of the zoning code.

Consistent

The proposed Form-Based Code will implement the City of Morgan Hill 2035 General Plan and refers to and cross-references other Chapters within the Municipal Code, and, therefore, is internally consistent with the overall zoning code.

d. The affected site is physically suitable in terms of design, location, shape, size, and other characteristics to ensure that the permitted land uses and development will comply with the zoning code and general plan and contribute to the health, safety, and welfare of the property, surrounding properties, and the community at large.

Consistent

The proposed Form-Based Code will implement the City of Morgan Hill 2035 General Plan vision for the Monterey Corridor through standards for neighborhood design, building form, and land use, and does not amend or affect the existing residential density on the subject properties.

PLANNING COMMISSION ACTION:

The Planning Commission reviewed the proposed amendments on July 25, 2023. Following discussion, the Planning Commission approved [Resolution No. 23-06](#) recommending the City Council approve the proposed Monterey Corridor Form-Based Code with the following changes: remove the word “typically” throughout the draft ordinance; allow “Porch, Engaged” and “Porch, Projecting” as permitted frontage types within the Corridor Form-Based (FB-C) Zoning District; and add minimum and maximum height requirements to the first floor within the Urban General Form-Based (FB-UG) Zoning District. These changes are reflected in the attached Monterey Corridor Form-Based Code.

COMMUNITY ENGAGEMENT:

Inform/Engage

The Planning Commission held the first workshop regarding the FBC on September 8, 2020, in which LWC provided a presentation on ‘What is a Form-Based Code’, as well as the proposed boundary for the FBC. The Commission also reviewed, discussed, and provided feedback on the FBC Impediments and Recommendations Memo. The memo provided an overview of state legislation and form-based codes, highlighted policy direction related to form-based codes, assessed relevant standards in the existing Zoning Code, evaluated impediments to achieving the vision and objectives of the General Plan, and presented recommendations for the most effective form-based code approach.

A second Planning Commission workshop was held on April 13, 2021, in which LWC presented the Public Review Draft FBC, discussed FBC principles, and gathered input. The workshop was intended as an opportunity for the community and Planning Commission to learn more about the project and review and comment on the Public Review Draft FBC. The workshop concluded with four key takeaways which required revisions to the FBC, including: 1. Verifying parking requirements and parking diagrams are clear; 2. Confirm base flood elevation considerations; 3. Consider a setback

requirement for a building's upper floors; and 4. Consider an increased number of building types and/or revisions to how building types are allowed in each zoning district. Please refer to the May 18, 2022 memo from LWC regarding responses to these takeaways attached to the July 25, 2023 Planning Commission agenda.

A hybrid community meeting regarding the Monterey Corridor Form-Based Code was held on July 19, 2023 to update residents, property owners, and developers of the most recent version of the draft Form-Based Code.

In addition, City Staff presented the Monterey Corridor Form-Based Code at the Chamber of Commerce Economic Development Committee meeting on August 10, 2023.

A 10-day public hearing notice was published in the Friday, June 30, 2023, edition of the Morgan Hill Times pursuant to Government Code Sections 65090-65096. Notices were also provided in the City's 411 and the City's website: <https://www.morganhill.ca.gov/2060/Monterey-Corridor---Form-Base-Code>. On July 25, 2023, the Planning Commission held a public hearing regarding the proposed ordinance in which a 10-day public hearing notice was published in the Friday, June 30, 2023 edition of the Morgan Hill Times.

ALTERNATIVE ACTIONS:

If the City Council does not take action on the proposed ordinance amendments, the Municipal Code will remain as-is. The Council may also make modifications to the proposed amendments, or not approve certain sections that the Council deems appropriate.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On March 4, 2020, the City Council approved a Consultant Agreement with LWC to prepare the Monterey Corridor Form-Based Code (FBC).

On July 25, 2023, the Planning Commission considered and recommended the City Council approve the Monterey Corridor Form-Based Code, on a vote of 6-0 with one member absent.

FISCAL AND RESOURCE IMPACT:

This item is included in the current adopted budget (FY22-23 and FY23-24) and is part of the Long Range Planning workplan and is funded through the Long Range Planning Fund (207). In addition, Long Range Planning secured grant funding through the 2019 Planning Grants Program from the State of California, Department of Housing and Community Development in the amount of \$160,000 for the preparation and development of a form-based code for the Monterey Road Corridor.

CEQA (California Environmental Quality Act):

Exempt

This Form-Based Code is exempt from environmental review pursuant to Section

15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines. The proposed project is covered by the common-sense exemption that 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. The proposed project will not result in any direct impact upon the physical environment. Any development that occurs in the future subject to such standards will undergo an independent analysis per the requirements of CEQA.

The Environmental Impact Report (EIR) for the Morgan Hill 2035 General Plan, which envisioned the transformation of the Monterey Corridor north and south of Downtown into a vibrant mixed-use corridor, was prepared in accordance with CEQA and certified by the Morgan Hill City Council on July 27, 2016 (SCH#2015022074).

ORDINANCE NO. , NEW SERIES

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL ESTABLISHING CHAPTER 18.29 (MONTEREY CORRIDOR FORM-BASED CODE) WITHIN TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL AND ESTABLISHING THE MONTEREY CORRIDOR FORM-BASED CODE REGULATING PLAN IMPLEMENTING A FORM-BASED CODE ALONG THE MONTEREY ROAD CORRIDOR CREATING A VIBRANT MIXED-USE CORRIDOR THAT ENCOURAGES WALKING AND BIKING AS ENVISIONED WITHIN THE CITY OF MORGAN HILL 2035 GENERAL PLAN

THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES ORDAIN AS FOLLOWS:

Section 1. The City Council incorporates by reference the findings contained in Planning Commission Resolution No. 23-06 which support approving the Zoning Text Amendments and Zoning Map to the Morgan Hill Municipal Code.

Section 2. The City of Morgan Hill Zoning Map is hereby amended to rezone properties located within the Monterey Corridor Form-Based Code plan area, referred to as the “Monterey Corridor Form-Based Code Regulating Plan”, as provided herein and as indicated in Exhibit “A”. The plan area generally encompasses the Monterey Road corridor north and south of Downtown, from approximately Main Avenue north to Burnett Avenue and from approximately Dunne Avenue south to Rome Avenue. This initiative involves updating the former zoning designations to new zoning districts of Neighborhood Form-Based (FB-N), Corridor Form-Based (FB-C), and Urban General Form-Based (FB-UG).

Section 3. Title 18 (Zoning) of the Morgan Hill Municipal Code, which establishes development standards and regulations for all zoning districts within City boundaries, is hereby amended to establish Chapter 18.29 (Monterey Corridor Form-Based Code) as shown within attached Exhibit “B”, introduced herewith and as specifically shown in this Ordinance.

Section 4. **Severability.** Should any provision of this ordinance be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such provision shall be severed from the ordinance, and such severance shall not affect the remainder of the ordinance.

Section 5. **Effective Date; Posting.** This Ordinance shall take effect on _____, 20___. The City Clerk is hereby directed to publish this Ordinance or a summary thereof pursuant to Government Code Section 36933.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE CITY COUNCIL HELD ON THE 23rd DAY OF AUGUST, 2023, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE ____ DAY OF _____, 20__, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS: e

APPROVED:

ATTEST:

MARK TURNER, Mayor

MICHELLE BIGELOW, City Clerk

☐ **CERTIFICATE OF THE CITY CLERK** ☐

I, MICHELLE BIGELOW, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. XXXX, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the day of 2023.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

DATE: _____

MICHELLE BIGELOW, City Clerk



Monterey Corridor Form-Based Code

City of Morgan Hill

City Council | August 2023
Prepared by: Lisa Wise Consulting, LWC



LWC

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Contents

18.29.010 Introduction	29-1
18.29.010.A Purpose of the Form-Based Code	29-1
18.29.010.B Organization of the Form-Based Code	29-2
18.29.010.C How to Use the Form-Based Code	29-3

18.29.020 Purpose and Applicability of the Form-Based Code	29-5
18.29.020.A Title	29-5
18.29.020.B Purpose	29-5
18.29.020.C Applicability	29-5

18.29.030 Form-Based Zoning Districts	29-7
18.29.030.A Purpose and Intent	29-7
18.29.030.B Overview of Form-Based Zoning Districts	29-7
18.29.030.C Neighborhood Form-Based (FB-N) Zoning District	29-8
18.29.030.D Corridor Form-Based (FB-C) Zoning District	29-10
18.29.030.E Urban General Form-Based (FB-UG) Zoning District	29-12

18.29.040 Building Type Standards	29-15
18.29.040.A Purpose and Intent	29-15
18.29.040.B Applicability	29-15
18.29.040.C House	29-16
18.29.040.D Accessory Dwelling Unit	29-17
18.29.040.E Duplex/Duet	29-18
18.29.040.F Multiplex Small	29-19
18.29.040.G Multiplex Large	29-20
18.29.040.H Bungalow Court	29-21
18.29.040.I Townhouse	29-22
18.29.040.J Courtyard Building	29-23
18.29.040.K Main Street Building	29-24
18.29.040.L Liner Building	29-25

18.29.050	Frontage Type Standards	29-27
18.29.050.A	Purpose and Intent	29-27
18.29.050.B	Applicability	29-27
18.29.050.C	Forecourt	29-28
18.29.050.D	Front Yard	29-29
18.29.050.E	Porch, Engaged	29-30
18.29.050.F	Porch, Projecting	29-31
18.29.050.G	Shopfront	29-32
18.29.050.H	Stoop	29-33
18.29.050.I	Terrace	29-34

18.29.060	Civic Space Standards	29-35
18.29.060.A	Purpose and Intent	29-35
18.29.060.B	Applicability	29-35
18.29.060.C	Passage	29-36
18.29.060.D	Pocket Park/Plaza	29-37
18.29.060.E	Plaza	29-38

18.29.070	Land Use Standards	29-39
18.29.070.A	Purpose and Applicability	29-39
18.29.070.B	Permitted Land Uses	29-39
18.29.070.C	Specific Use Standards	29-42

18.29.080	Standards Supplemental to Form-Based Zoning Districts	29-43
18.29.080.A	Purpose and Applicability	29-43
18.29.080.B	Landscaping Standards	29-43
18.29.080.C	Outdoor Lighting Standards	29-43
18.29.080.C	Outdoor Lighting Standards	29-44
18.29.080.D	Open Space Standards	29-44
18.29.080.E	Parking and Loading Standards	29-44
18.29.080.F	Sign Standards	29-45

18.29.090	Permits and Administration for Form-Based Zoning Districts	29-55
18.29.090.A	Administrative Responsibility	29-55
18.29.090.B	Common Permit Requirements	29-55

18.29.090.C	Specific Permit Requirements	29-55
18.29.090.D	Sign Permit Requirements	29-55
18.29.090.E	Appeals	29-55
18.29.090.F	Zoning Code Amendments	29-55
18.29.090.G	Development Agreements	29-55
18.29.090.H	Reasonable Accommodations	29-55
18.29.090.I	Enforcement	29-55

18.29.100	Definitions for Form-Based Zoning Districts	29-57
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18.29.100.A	“A” Terms	29-57
18.29.100.B	“B” Terms	29-58
18.29.100.C	“C” Terms	29-59
18.29.100.D	“D” Terms	29-60
18.29.100.E	“E” Terms	29-60
18.29.100.F	“F” Terms	29-60
18.29.100.G	“G” Terms	29-60
18.29.100.H	“H” Terms	29-60
18.29.100.I	“I” Terms	29-61
18.29.100.J	“J” Terms	29-61
18.29.100.K	“K” Terms	29-61
18.29.100.L	“L” Terms	29-61
18.29.100.M	“M” Terms.	29-61
18.29.100.N	“N” Terms.	29-62
18.29.100.O	“O” Terms.	29-62
18.29.100.P	“P” Terms.	29-62
18.29.100.Q	“Q” Terms.	29-62
18.29.100.R	“R” Terms.	29-63
18.29.100.S	“S” Terms.	29-63
18.29.100.T	“T” Terms.	29-64
18.29.100.U	“U” Terms.	29-64
18.29.100.V	“V” Terms.	29-64
18.29.100.W	“W” Terms.	29-64
18.29.100.X	“X” Terms.	29-64
18.29.100.Y	“Y” Terms.	29-64
18.29.100.Z	“Z” Terms.	29-64

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18.29.010 Introduction

Subsections:

18.29.010.A Purpose of the Form-Based Code

18.29.010.B Organization of the Form-Based Code

18.29.010.C How to Use the Form-Based Code

18.29.010.A Purpose of the Form-Based Code

The Form-Based Code (FBC) represents a paradigm shift in the way that the built environment is regulated. The formal short definition of a Form-Based Code is as follows:

“A form-based code is a land development regulation that fosters predictable built results and a high-quality public realm by using physical form (rather than separation of uses) as the organizing principle for the code. A form-based code is a regulation, not a mere guideline, adopted into city, town, or county law. A form-based code offers a powerful alternative to conventional zoning regulation.”

– Form-Based Codes Institute

Unlike conventional, use-based codes, FBCs utilize the intended form and character of a neighborhood, rather than use as the organizing framework of the code. Morgan Hill will join cities and counties across the country that are now utilizing FBCs to shift their “main streets” and commercial corridors into vibrant, mixed-use areas where residents can live, work, and play within close walking distance.

For the Monterey Corridor (Corridor), the FBC establishes development standards that are objective and implement the community vision, emphasizing pedestrian-oriented building form and streamlined housing development with an appropriate mix of uses. The FBC is designed with a user-friendly organizational structure, where City staff and community members can easily navigate and recognize the standards and requirements that apply to the applicable development site.

Regulations and standards in a FBC are presented graphically in simple diagrams and photographs as well as supplemental text. These standards are keyed to a plan (i.e., a Regulating Plan) that functions like a zoning map, assigning an appropriate form and scale through the application of form-based zones to specific lots. While FBCs focus on an intended physical form, they also regulate use by allowing a mix of appropriate land uses chosen to ensure compatibility among different contexts and the intended physical form of the area. The standards ultimately shape the relationship between building facades and the public realm (i.e., the public and private space between buildings), the form and mass of buildings in relation to one another, and the scale and type of blocks.

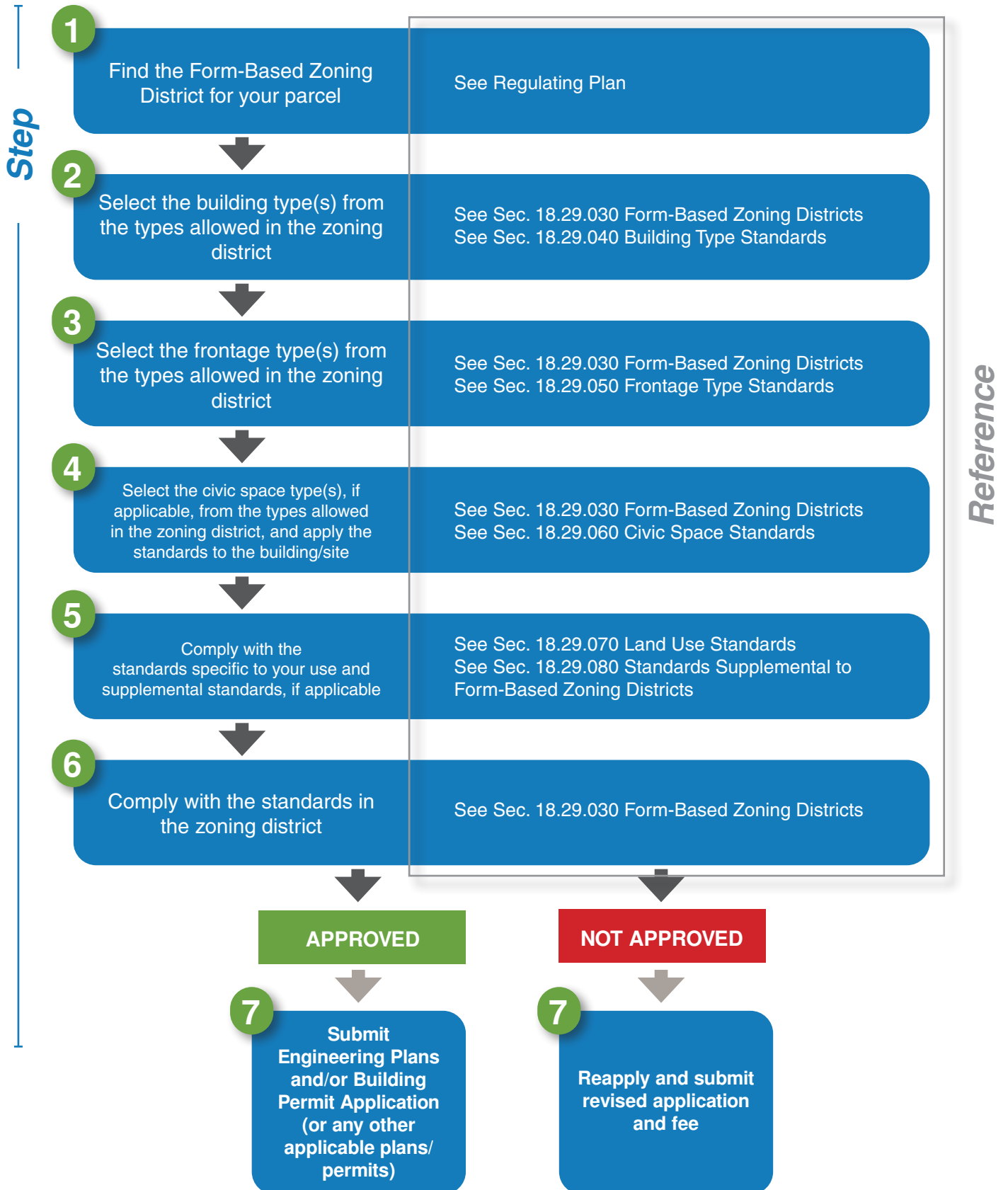
18.29.010.B Organization of the Form-Based Code

The following advisory text is intended to give a brief overview of the overall structure of Chapter 18.29 (Form-Based Zoning Districts).

1. **Section 18.29.010: Introduction.** This Section introduces the FBC, describes its components, and provides an illustrative explanation of how to use and apply the FBC to a typical development review application.
2. **Section 18.29.020: Purpose and Applicability of the Form-Based Code.** This Section provides the general purpose and intent of the form-based zoning districts and standards, as well as the applicability of the FBC.
3. **Section 18.29.030: Form-Based Zoning Districts.** This Section establishes the applicability of the form-based zoning districts, an overview of the zoning districts, and the specific purpose statements and development standards associated with each zoning district.
4. **Section 18.29.040: Building Type Standards.** This Section establishes the purpose and intent of the building type standards, the applicability of the standards, a description of each building type, and objective standards associated with each type.
5. **Section 18.29.050: Frontage Type Standards.** This Section establishes the purpose and intent of the frontage type standards, the applicability of the standards, a description of each frontage type, and objective standards associated with each type.
6. **Section 18.29.060: Civic Space Standards.** This Section establishes the purpose and intent of the civic space standards, the applicability of the standards, a description of each civic space type, and objective standards associated with each type.
7. **Section 18.29.070: Land Use Standards.** This Section establishes the land uses permitted in each form-based zoning district and any applicable specific use standards.
8. **Section 18.29.080: Standards Supplemental to Form-Based Zoning Districts.** This Section provides any additional standards or requirements necessary to implement walkable areas, including additional standards for landscaping, outdoor lighting, open space, signs, and a cross-reference to parking and loading standards (See Chapter 18.72, Parking and Loading).
9. **Section 18.29.090: Permits and Administration for Form-Based Zoning Districts.** This Section establishes any additional or unique provisions necessary to administer the FBC.
10. **Section 18.29.100: Definitions for Form-Based Zoning Districts.** This Section provides any additional or unique definitions necessary to understand the standards and requirements of the FBC.

18.29.010.C How to Use the Form-Based Code

Figure 18.29-1 How to Use the Form-Based Code



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18.29.020 Purpose and Applicability of the Form-Based Code

Subsections:

18.29.020.A Title

18.29.020.B Purpose

18.29.020.C Applicability

18.29.020.A Title

Chapter 18.29 (Form-Based Zoning Districts) of the Morgan Hill Municipal Code shall be known and may be cited as the Form-Based Code. Within this Chapter, it may also be known as the “FBC.”

18.29.020.B Purpose

The purpose of the FBC is to implement the General Plan, specifically the General Plan’s vision for the Corridor as a “vibrant mixed-use corridor that encourages walking and biking,” through standards for neighborhood design, building form, and land use. The specific purpose and intent of each zoning district is established in Section 18.29.030 (Form-Based Zoning Districts).

18.29.020.C Applicability

1. This Chapter applies to all new uses and projects on land delineated in the Form-Based Code Regulating Plan map. This area may be known and referred to as the “FBC Area.”
2. If any provision within this Chapter conflicts with another chapter of the Zoning Code, the FBC shall control.
3. Where the FBC is silent or does not provide an explicit provision, the Zoning Code shall apply.
4. Any requirement of state law will supersede any provision of this Chapter.

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18.29.030 Form-Based Zoning Districts

Subsections:

- 18.29.030.A Purpose and Intent
- 18.29.030.B Overview of Form-Based Zoning Districts
- 18.29.030.C Neighborhood Form-Based (FB-N) Zoning District
- 18.29.030.D Corridor Form-Based (FB-C) Zoning District
- 18.29.030.E Urban General Form-Based (FB-UG) Zoning District

18.29.030.A Purpose and Intent

1. General. The purpose of the form-based zoning districts is to provide for active, vibrant, and walkable destinations and neighborhoods in Morgan Hill with a diversity of residential and commercial land uses. The form-based zoning districts support a range of housing products, pedestrian-friendly public realm, and vertical and horizontal mixed-use projects. The diversity of pedestrian-friendly development, land uses, and general level of activity in the form-based zoning districts is intended to support a range of transportation choices, including walking, biking, and transit.
2. Specific. For specific intent statements, see each form-based zoning district established in this Section.

18.29.030.B Overview of Form-Based Zoning Districts

Table 18.29-1 provides an overview of each form-based zoning district.

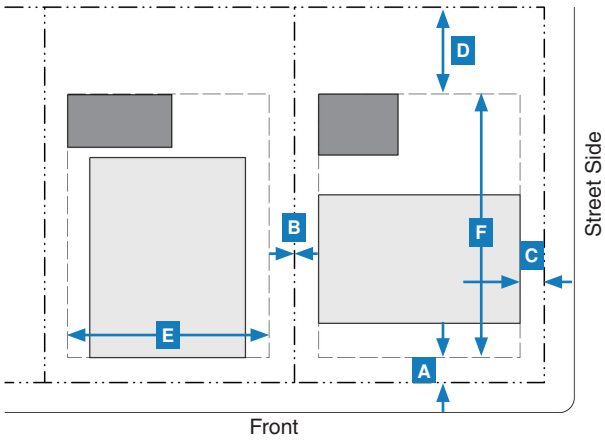
Table 18.29-1 Summary Table of Form-Based Zoning Districts

Zoning District	Neighborhood Form-Based (FB-N)	Corridor Form-Based (FB-C)	Urban General Form-Based (FB-UG)
			
Desired Form	Medium setbacks	Buildings placed at or near ROW	Small to large setbacks
	Neighborhood character	Mixed-use, walkable character	Mixed-use, walkable urban character
	Heights up to 35 ft.	Heights up to 45 ft.	Heights up to 55 ft.
	Compatible with neighborhood context	Diverse mix of building frontages	Diverse mix of building frontages
General Use	Residential with both detached and attached dwellings that offer a variety of housing options in a range of densities close to neighborhood-serving commercial uses.	Primarily ground floor commercial or service uses with a mix of commercial, residential, service, and/or office uses on upper stories.	Primarily business-oriented with a variety of supporting uses, including high-intensity residential projects.
Intent	A variety of housing opportunities that are accessible to range of income levels in a walkable environment with neighborhood-serving retail and services.	Variable intensities of infill and redevelopment with a mix of walkable uses, such as retail, service, and commercial, that are sensitive to the scale and character of the area.	Mixed-use commercial and residential hubs with a variety of uses and clustered job opportunity centers. Accessible corridors and streets with internal block patterns and an improved pedestrian experience transitioning from an auto-centric environment to a walkable environment.
Subsection	18.29.030.C	18.29.030.D	18.29.030.E

18.29.030.C Neighborhood Form-Based (FB-N) Zoning District



Note: image is illustrative, not regulatory.



Key for Diagrams

- Lot Line

Principal Building
- Building Setback Line

Accessory Building

1. Intent

The purpose of the Neighborhood Form-Based (FB-N) zoning district is to accommodate a variety of housing opportunities that are accessible to a range of income levels in a walkable environment with neighborhood-serving retail and services.

2. Lot Requirements	
Dimension	Standard
a. Area	5,000 s.f. min.
b. Width	50 ft. min.
c. Depth	100 ft. min.

3. Building Placement

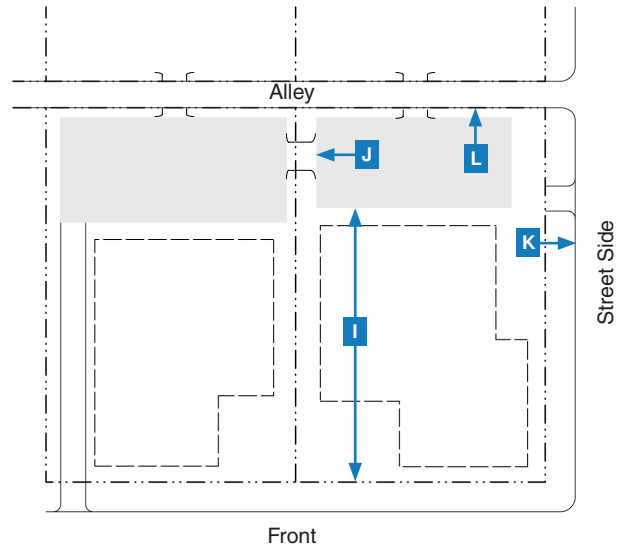
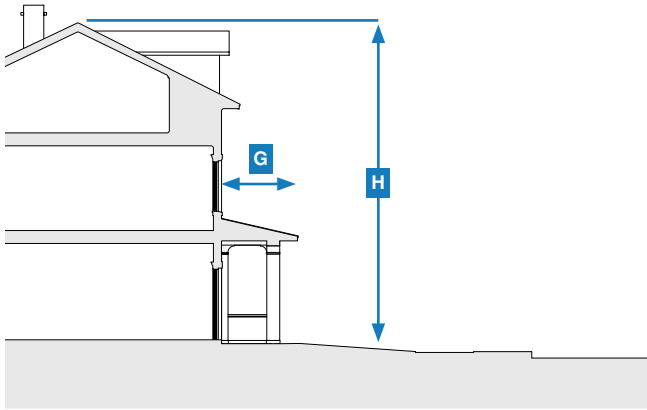
a. Building Setback

(i). Front	5 ft. min., 15 ft. max.	A
(ii). Interior Side	5 ft. min.	B
(iii). Street Side	5 ft. min., 15 ft. max.	C
(iv). Rear	15 ft. min.	D

b. Build-to-Zone

(i). Front	70% min. within setback range	E
(ii). Street Side	30% min. within setback range	F

4. Permitted Building Types	
House	
Accessory Dwelling Unit	
Duplex/Duet	
Multiplex Small	
Bungalow Court	
Townhouse	



Key for Diagrams

--- Lot Line	--- Building Setback Line
■ Parking Area	

5. Building Form

a. Projections

(i). Front	5 ft. max.	G
(ii). Interior Side	3 ft. max.	
(iii). Street Side	5 ft. max.	
(iv). Rear	3 ft. max.	

b. Height Limit

35 ft. max. ¹	H
--------------------------	----------

c. Building Coverage

75% max.	
----------	--

Note:

1. 40 ft. allowed for vertical mixed-use.

6. Permitted Frontage Types

Front Yard
Porch, Engaged
Porch, Projecting
Stoop

7. Parking Placement

Setback	Standard	
a. Front	30 ft. min.	I
b. Interior Side	5 ft. min.	J
c. Street Side	10 ft. min.	K
d. Rear	0 ft. min.	L

8. Permitted Civic Space Types

Passage
Pocket Park/Plaza

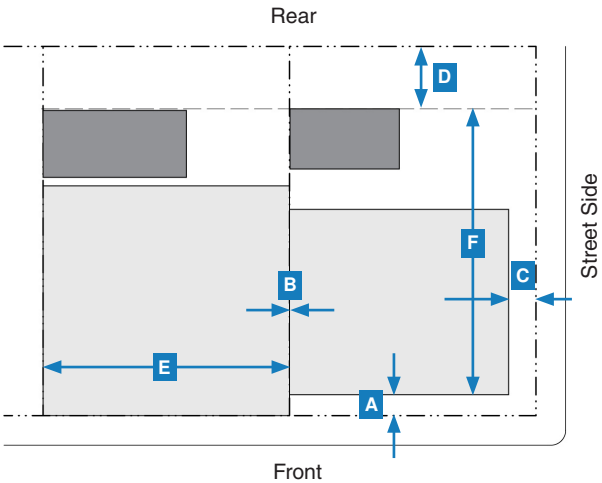
9. Supplemental Standards

a. See Section 18.29.040 (Building Type Standards) for building type standards.
b. See Section 18.29.050 (Frontage Type Standards) for frontage type standards.
c. See Section 18.29.060 (Civic Space Standards) for civic space type standards.
d. See Section 18.29.080 (Standards Supplemental to Form-Based Zoning Districts) for supplemental standards.
e. See Section 18.56.020 (Height Exceptions) for allowed projections above height limits.
f. See Chapter 18.84 (Accessory Dwelling Units) for accessory dwelling unit standards.
g. See Section 18.92.130 (Residential Transition Standards) for residential transition standards.
h. See Chapter 18.44 (Accessory Structures and Uses) for standards for accessory structures.

18.29.030.D Corridor Form-Based (FB-C) Zoning District



Note: image is illustrative, not regulatory.



Key for Diagrams

--- Lot Line	--- Building Setback Line
Principal Building	Accessory Building

1. Intent

The purpose of the Corridor Form-Based (FB-C) zoning district is to accommodate variable intensities of infill and redevelopment with a mix of walkable uses, such as retail, service, and commercial, that are sensitive to the scale and character of the area.

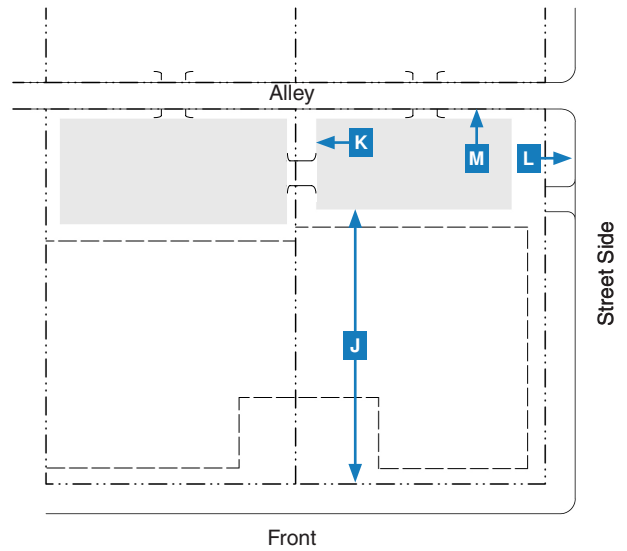
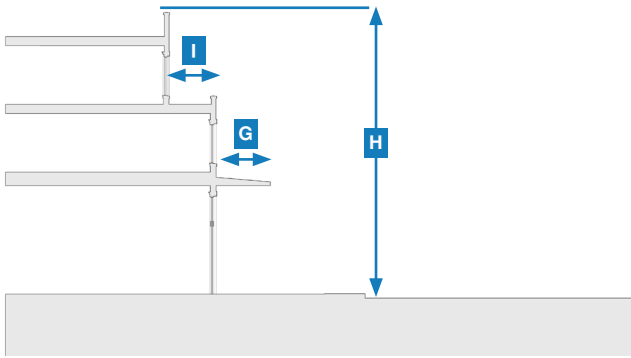
2. Lot Requirements	
Dimension	Standard
a. Area	6,000 s.f. min.
b. Width	60 ft. min.
c. Depth	100 ft. min.

3. Building Placement

a. Building Setback		
(i). Front	0 ft. min., 15 ft. max.	A
(ii). Interior Side	0 ft. min.	B
(iii). Street Side	0 ft. min., 15 ft. max.	C
(iv). Rear	10 ft. min.	D

b. Build-to-Zone		
(i). Front	80% min. within setback range	E
(ii). Street Side	40% min. within setback range	F

4. Permitted Building Types	
Accessory Dwelling Unit	
Duplex/Duet	
Multiplex Small	
Multiplex Large	
Townhouse	
Courtyard Building	
Main Street Building	
Liner Building	



Key for Diagrams

--- Lot Line	--- Building Setback Line
 Parking Area	

5. Building Form

a. Projections

(i). Front	5 ft. max.	G
(ii). Interior Side	3 ft. max.	
(iii). Street Side	5 ft. max.	
(iv). Rear	3 ft. max.	

b. Height Limit

45 ft. max.	H
-------------	----------

c. Upper Story Stepback

8 ft. min. required for third story or higher	I
---	----------

d. Building Coverage

75% max.	
----------	--

6. Permitted Frontage Types

Forecourt
Porch, Engaged
Porch, Projecting
Shopfront
Stoop
Terrace

7. Parking Placement

Setback	Standard	
a. Front	40 ft. min.	J
b. Interior Side	0 ft min.	K
c. Street Side	10 ft min.	L
d. Rear	0 ft min.	M

8. Permitted Civic Space Types

Passage
Pocket Park/Plaza
Plaza

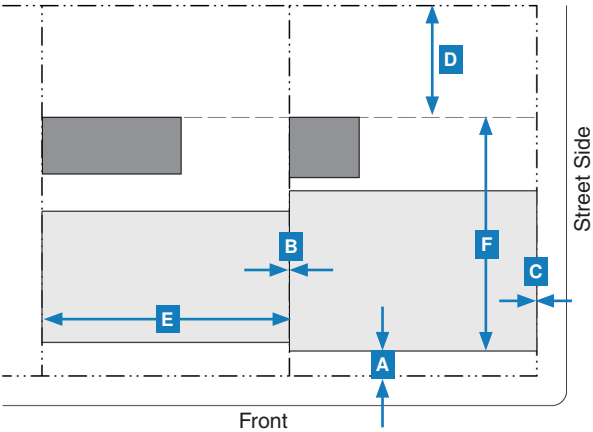
9. Supplemental Standards

a. See Section 18.29.040 (Building Type Standards) for building type standards.
b. See Section 18.29.050 (Frontage Type Standards) for frontage type standards.
c. See Section 18.29.060 (Civic Space Standards) for civic space type standards.
d. See Section 18.29.080 (Standards Supplemental to Form-Based Zoning Districts) for supplemental standards.
e. See Section 18.56.020 (Height Exceptions) for allowed projections above height limits.
f. See Chapter 18.84 (Accessory Dwelling Units) for accessory dwelling unit standards.
g. See Section 18.92.130 (Residential Transition Standards) for residential transition standards.
h. See Chapter 18.44 (Accessory Structures and Uses) for standards for accessory structures.

18.29.030.E Urban General Form-Based (FB-UG) Zoning District



Note: image is illustrative, not regulatory.



Key for Diagrams

--- Lot Line	--- Building Setback Line
Principal Building	Accessory Building

1. Intent

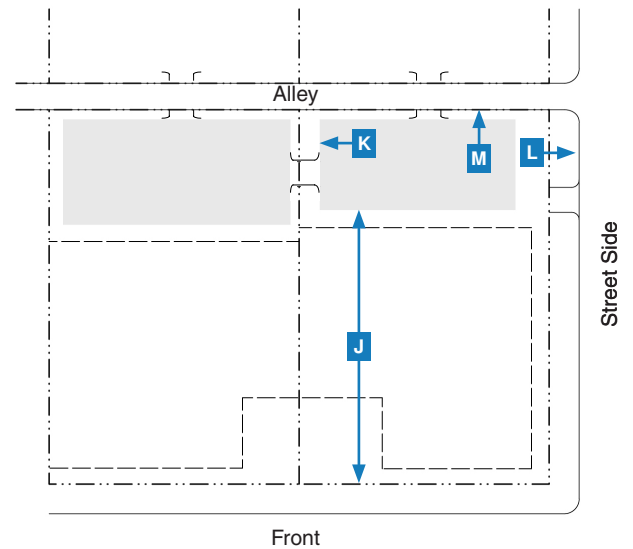
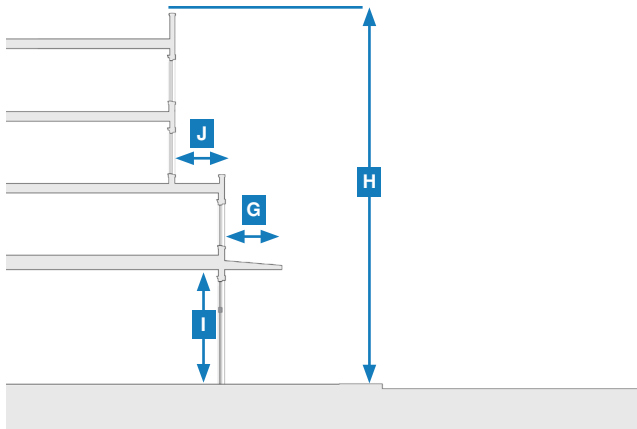
The purpose of the Urban General Form-Based (FB-UG) zoning district is to accommodate mixed-use commercial and residential hubs with a variety of uses, clustered job opportunity centers, and vehicular accessible corridors with internal block patterns and an improved pedestrian experience transitioning from an auto-centric environment to a walkable environment.

2. Lot Requirements	
Dimension	Standard
a. Area	10,000 s.f. min.
b. Width	100 ft. min.
c. Depth	100 ft. min.

3. Building Placement		
a. Building Setback		
(i). Front	5 ft. min., 25 ft. max.	A
(ii). Interior Side	0 ft. min.	B
(iii). Street Side	0 ft. min., 25 ft. max.	C
(iv). Rear	20 ft. min.	D

b. Build-to-Zone		
(i). Front	65% min. within setback range	E
(ii). Street Side	25% min. within setback range	F

4. Permitted Building Types	
Accessory Dwelling Unit	
Multiplex Large	
Courtyard Building	
Main Street Building	
Liner Building	



Key for Diagrams

--- Lot Line	--- Building Setback Line
■ Parking Area	

5. Building Form

a. Projections

(i). Front	5 ft. max.	G
(ii). Interior Side	3 ft. max.	
(iii). Street Side	5 ft. max.	
(iv). Rear	3 ft. max.	

b. Height Limit

	55 ft. max.	H
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c. Ground Floor Ceiling Height

14 ft. min.	18 ft. max.	I
-------------	-------------	----------

d. Upper Story Stepback

8 ft. min. required for third story or higher	J
---	----------

e. Building Coverage

80% max.	
----------	--

6. Permitted Frontage Types

Forecourt
Shopfront
Stoop
Terrace

7. Parking Placement

Setback	Standard	
a. Front	40 ft. min.	J
b. Interior Side	0 ft. min.	K
c. Street Side	10 ft. min.	L
d. Rear	0 ft. min.	M

8. Permitted Civic Space Types

Passage
Pocket Park/Plaza
Plaza

9. Supplemental Standards

a. See Section 18.29.040 (Building Type Standards) for building type standards.
b. See Section 18.29.050 (Frontage Type Standards) for frontage type standards.
c. See Section 18.29.060 (Civic Space Standards) for civic space type standards.
d. See Section 18.29.080 (Standards Supplemental to Form-Based Zoning Districts) for supplemental standards.
e. See Section 18.56.020 (Height Exceptions) for allowed projections above height limits.
f. See Chapter 18.84 (Accessory Dwelling Units) for accessory dwelling unit standards.
g. See Section 18.92.130 (Residential Transition Standards) for residential transition standards.
h. See Chapter 18.44 (Accessory Structures and Uses) for standards for accessory structures.

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18.29.040 Building Type Standards

Subsections:

- 18.29.040.A Purpose and Intent
- 18.29.040.B Applicability
- 18.29.040.C House
- 18.29.040.D Accessory Dwelling Unit
- 18.29.040.E Duplex/Duet
- 18.29.040.F Multiplex Small
- 18.29.040.G Multiplex Large
- 18.29.040.H Bungalow Court
- 18.29.040.I Townhouse
- 18.29.040.J Courtyard Building
- 18.29.040.K Main Street Building
- 18.29.040.L Liner Building

18.29.040.A Purpose and Intent

The purpose of this Section is to establish standards for all building types within the form-based zoning districts. The standards in this Section supplement the standards in Section 18.29.030 (Form-Based Zoning Districts) and are intended to provide a range of housing and development options that reinforce the character and scale of Morgan Hill's history and small-town development pattern.

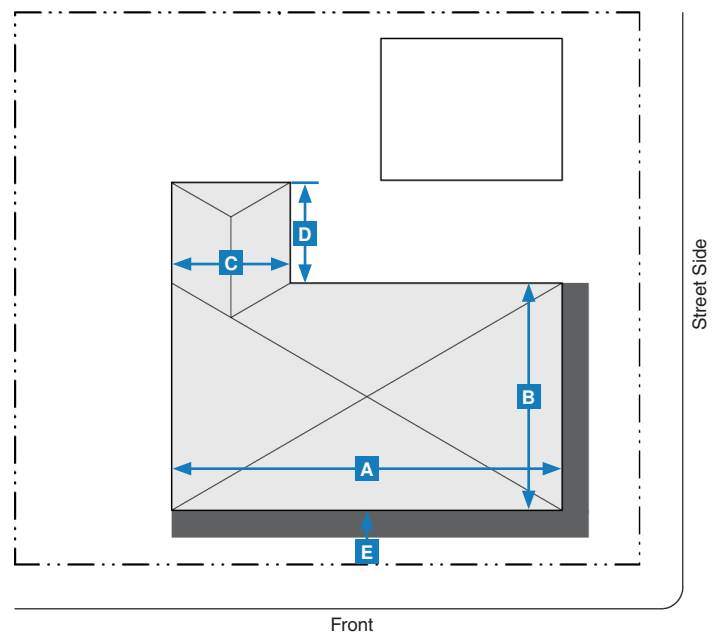
18.29.040.B Applicability

1. This Section applies to all proposed projects within the form-based zoning districts. All new projects in the form-based zoning districts must apply at least one of the building types in this Section and be consistent with the identified building type standards and the standards in the applicable zoning district (see Section 18.29.030 (Form-Based Zoning Districts)). The building types support a variety of uses, as allowed in the zoning district (e.g., the "house" building type may include residential uses, eating and drinking uses, professional offices, or others if allowed in the zoning district) (see Section 18.29.070 (Land Use Standards)).
2. Building types not indicated as "permitted" in the applicable zoning district (see Section 18.29.030 (Form-Based Zoning Districts)) are not permitted in the zoning district.
3. If an applicant proposes multiple principal buildings on a single lot, the proposal must include potential lot lines in order to determine compliance with this Section.
4. The development of transportation, communications, and/or infrastructure facilities is exempt from this Section.

18.29.040.C House



Note: image is illustrative, not regulatory.



Key for Diagram

- Lot Line
- Primary Building Type
- Frontage
- Accessory Building

1. Description

A detached building with 1 unit, shallow setbacks, a rear yard, and located within a low intensity walkable neighborhood.

2. Building Size and Massing

a. Height		
	2.5 stories max.	

b. Main Body		
Width	45 ft. max.	A
Depth	45 ft. max.	B

c. Secondary Wing		
Width	20 ft. max.	C
Depth	20 ft. max.	D

3. Pedestrian Access		
Primary Entrance	Front Setback	E

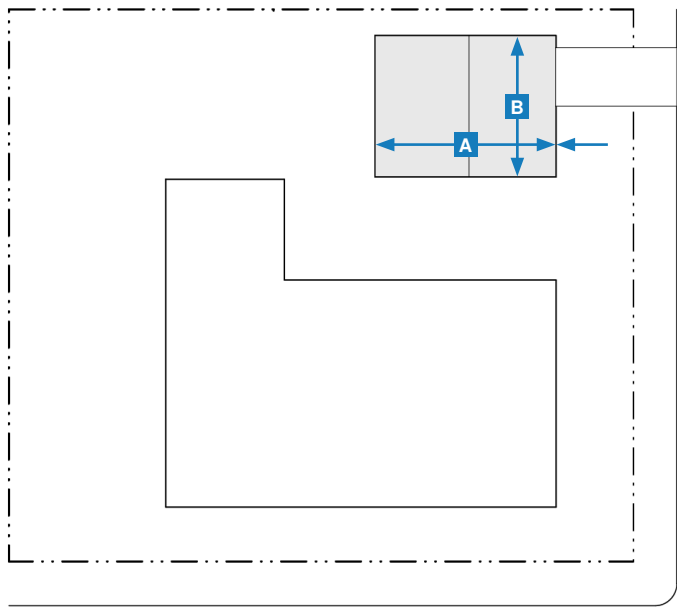
4. Private Open Space (per unit)

Private open space is required per Subsection 18.29.080.D (Open Space Standards). Common open space is not required.

18.29.040.D Accessory Dwelling Unit



Note: image is illustrative, not regulatory.



Key for Diagram

--- Lot Line

Accessory Building Type

Primary Building

1. Description

An accessory structure usually located at the rear of a lot that provides a unit; may be located above the garage.

2. Building Size and Massing

a. Height		
	2 stories max.	

b. Main Body		
Width	36 ft. max.	A
Depth	30 ft. max.	B

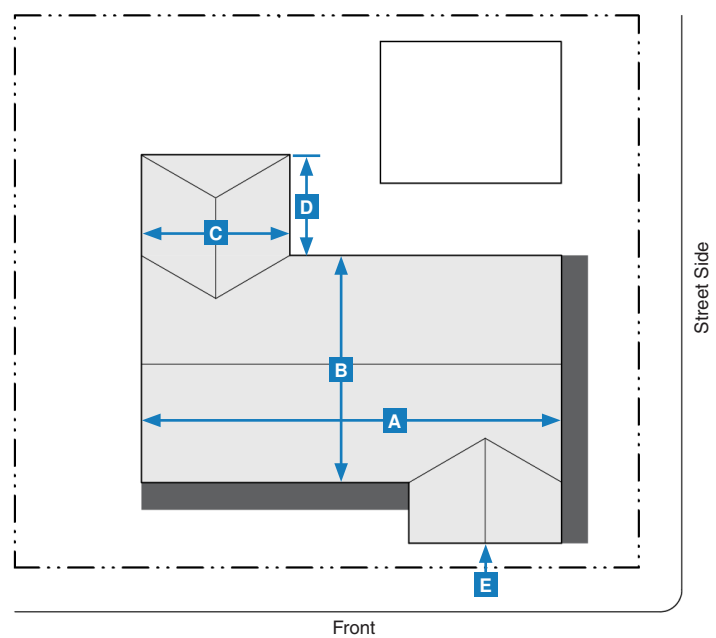
3. Pedestrian Access		
Primary Entrance	Street Side Setback, Alley, or Internal to Lot	C

4. Miscellaneous

Accessory dwelling units are permitted consistent with Section 18.29.070 (Land Use Standards) and Chapter 18.84 (Accessory Dwelling Units).



Note: image is illustrative, not regulatory.



Key for Diagram

--- Lot Line	Frontage
Primary Building Type	Accessory Building

1. Description

A detached building consisting of 2 side-by-side or stacked units with shallow setbacks. For side-by-side units, both face the street with separate entrances; for stacked units, both are accessible via a single entrance or separate entrances that face the street. This type has the appearance of a house and is scaled to fit within low and medium intensity walkable neighborhoods.

2. Building Size and Massing

a. Height	35 ft. max.
-----------	-------------

b. Main Body	
Width	48 ft. max. A
Depth	40 ft. max. B

c. Secondary Wing	
Width	20 ft. max. C
Depth	24 ft. max. D

3. Pedestrian Access	
Primary Entrance	Front Setback E

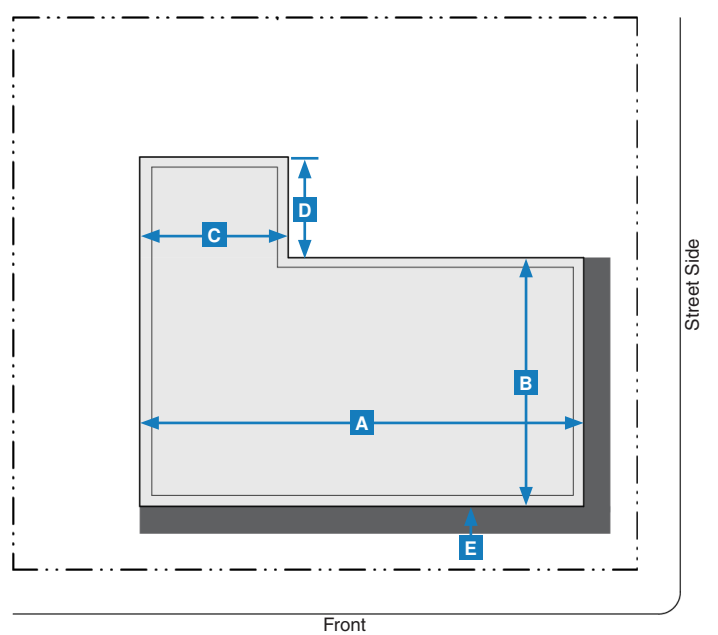
4. Private Open Space (per unit)

Private open space is required per Subsection 18.29.080.D (Open Space Standards). Common open space is not required.

18.29.040.F Multiplex Small



Note: image is illustrative, not regulatory.



Key for Diagram

--- Lot Line

Frontage

Primary Building Type

1. Description

A detached building that consists of 3 to 6 side-by-side and/or stacked units, with one shared entry or individual entries along the front. This type has the appearance of a house and is scaled to fit within low and medium intensity walkable neighborhoods.

2. Building Size and Massing

a. Height		
	35 ft. max.	

b. Main Body ¹		
Width	45 ft. max.	A
Depth	45 ft. max.	B

c. Secondary Wing		
Width	20 ft. max.	C
Depth	30 ft. max.	D

Note:

1. May be exempt from the build-to-zone requirement established in the form-based zoning district if the maximum width and depth preclude the ability to meet the percentage required.

3. Pedestrian Access

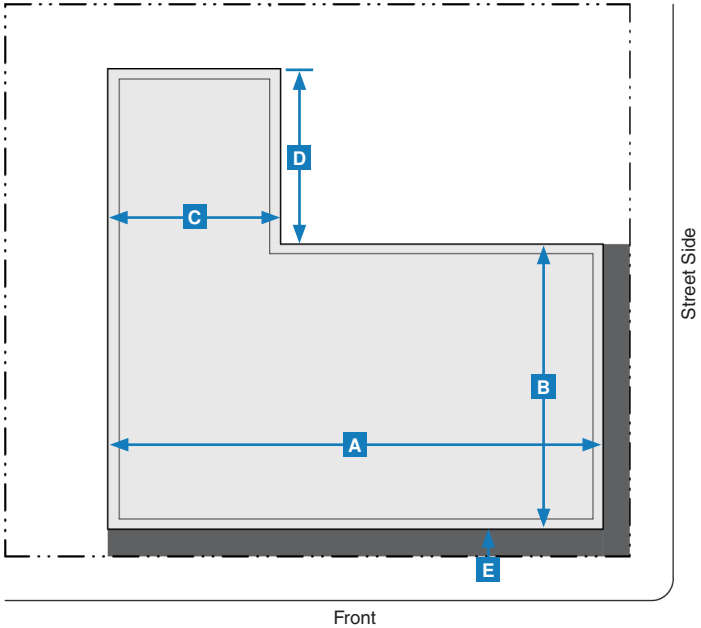
Primary Entrance	Front Setback	E
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4. Common Open Space

Common open space is required per Subsection 18.29.080.D (Open Space Standards). Private open space is not required.



Note: image is illustrative, not regulatory.



Key for Diagram

- Lot Line
- Frontage
- Primary Building Type

1. Description

A detached building that consists of 7 to 12 side-by-side and/or stacked units, usually with one shared entry. This type is scaled to fit within medium intensity walkable neighborhoods.

2. Building Size and Massing

a. Height		
45 ft. max.		
b. Main Body		
Width	60 ft. max.	A
Depth	60 ft. max.	B
c. Secondary Wing		
Width	24 ft. max.	C
Depth	40 ft. max.	D

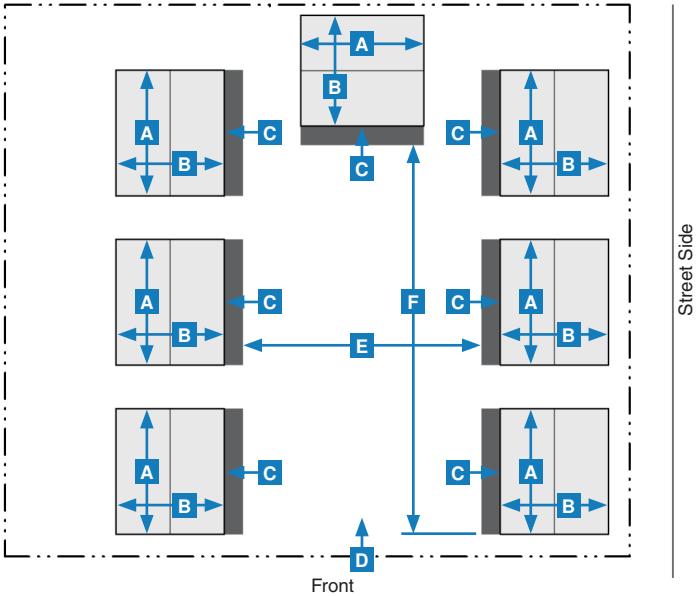
3. Pedestrian Access		
Primary Entrance	Front Setback	E

4. Common Open Space

Common open space is required per Subsection 18.29.080.D (Open Space Standards). Private open space is not required.



Note: image is illustrative, not regulatory.



Key for Diagram

- Lot Line
- Frontage
- Primary Building Type

1. Description

A group of detached buildings (3 to 9 separate units) arranged to define a shared courtyard that is generally perpendicular to the street. The shared courtyard is common open space and replaces the need for private rear yards. This type is scaled to fit within low and medium intensity walkable neighborhoods.

2. Building Size and Massing ¹

a. Height		
1.5 stories max.		
b. Main Body ¹		
Width	32 ft. max.	A
Depth	24 ft. max.	B
Note:		
1. May be exempt from the build-to-zone requirement established in the form-based zoning district if the maximum width and depth preclude the ability to meet the percentage required.		

3. Pedestrian Access

Primary Entrance	Shared Courtyard	C
Shared Courtyard	Accessible from Front Setback/Street	D
Pedestrian connections shall link all buildings to the shared courtyard, parking area(s), and public right-of-way.		

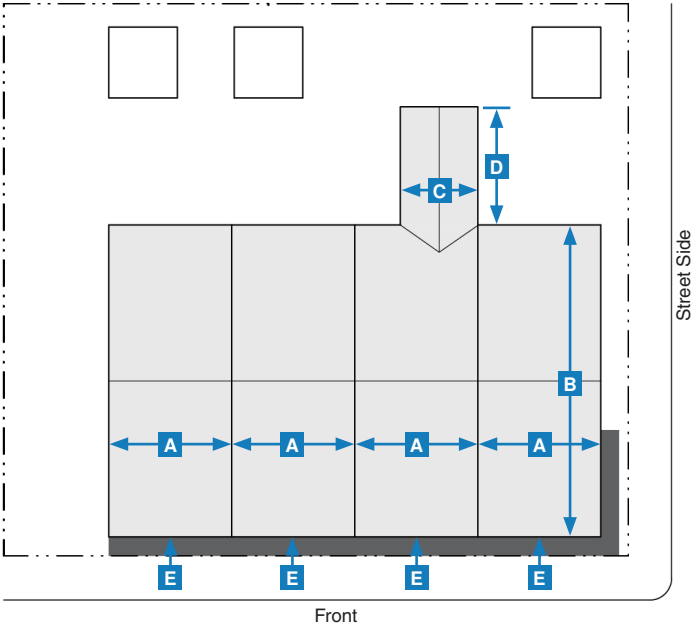
4. Common Open Space/Courtyard

Width	20 ft. min.	E
Depth	3-4 units: 75 ft. min.; 5-9 units: 90 ft. min.	F
Private open space is not required.		

18.29.040.I Townhouse



Note: image is illustrative, not regulatory.



Key for Diagram

- Lot Line
- Frontage
- Primary Building Type
- Accessory Building

1. Description

An attached building that consists of 3 to 10 units placed side-by-side with individual entries along the front. This type has a rear yard and is located within medium and high intensity walkable neighborhoods, or on or near a neighborhood main street.

2. Building Size and Massing

a. Height		
3.5 stories max.		
b. Main Body		
Width	18 ft. min.; 36 ft. max. (per unit)	A
Depth	50 ft. max.	B
c. Secondary Wing		
Width	14 ft. max.	C
Depth	25 ft. max.	D

3. Pedestrian Access

Primary Entrance	Front Setback	E
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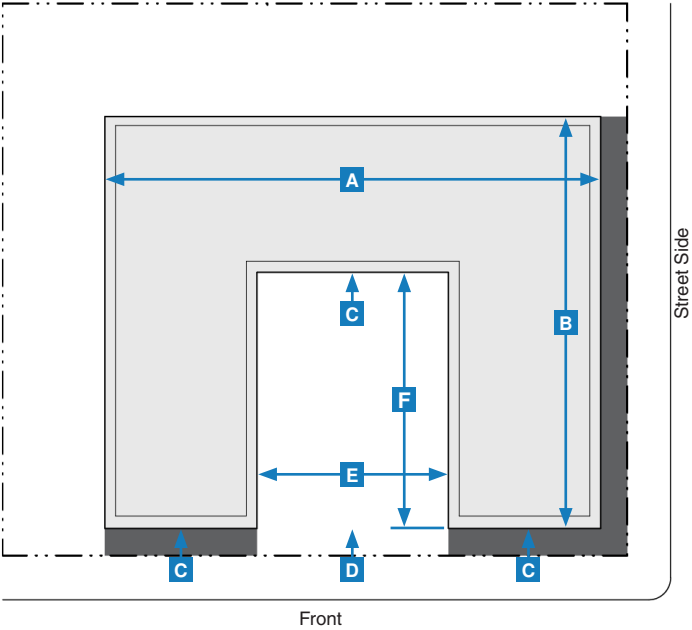
4. Private Open Space (per unit)

Private open space is required per Subsection 18.29.080.D (Open Space Standards). Common open space is not required.

18.29.040.J Courtyard Building



Note: image is illustrative, not regulatory.



Key for Diagram

- Lot Line
- Frontage
- Primary Building Type

1. Description

A building comprised of multiple attached and/or stacked units, accessed from one or more shared courtyards. The shared courtyard is common open space and replaces the need for private rear yards. This type is frequently integrated into medium and high intensity walkable neighborhoods and can be applied in non-residential contexts.

2. Building Size and Massing

a. Height	
	45 ft. max.

b. Main Body	
Width	100 ft. max. A
Depth	100 ft. max. B

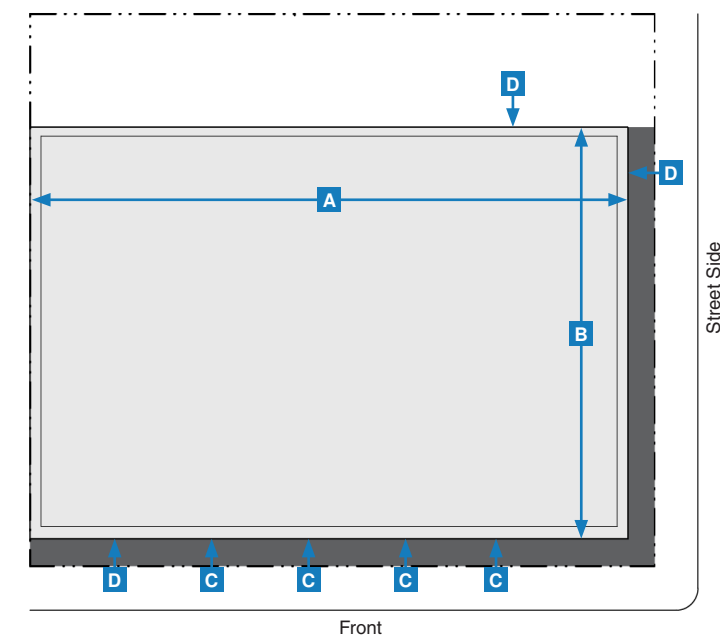
3. Pedestrian Access	
Primary Entrance	Shared Courtyard and/or Front Setback/Street C
Shared Courtyard	Front Setback/Street D

4. Common Open Space/Courtyard	
Width	20 ft. min.; 50 ft. max. E
Depth	20 ft. min.; 100 ft. max. F
Private open space is not required.	

18.29.040.K Main Street Building



Note: image is illustrative, not regulatory.



Key for Diagram

- Lot Line
- Frontage
- Primary Building Type

1. Description

An attached building intended to provide a vertical mix of uses with ground floor retail, office, or service uses with individual entries, and upper floor office, service, or residential uses with one or more shared entries. This type is the primary component of main street building form.

2. Building Size and Massing

a. Height	
	55 ft. max.

b. Main Body	
Width	200 ft. max. A
Depth	120 ft. max. B

3. Pedestrian Access		
Primary Entrance, Ground Floor Spaces/Units	Front Setback/Street	C
Primary Entrance, Upper Floor Spaces/Units	Front Setback, Street Side Setback, Street, or Alley	D

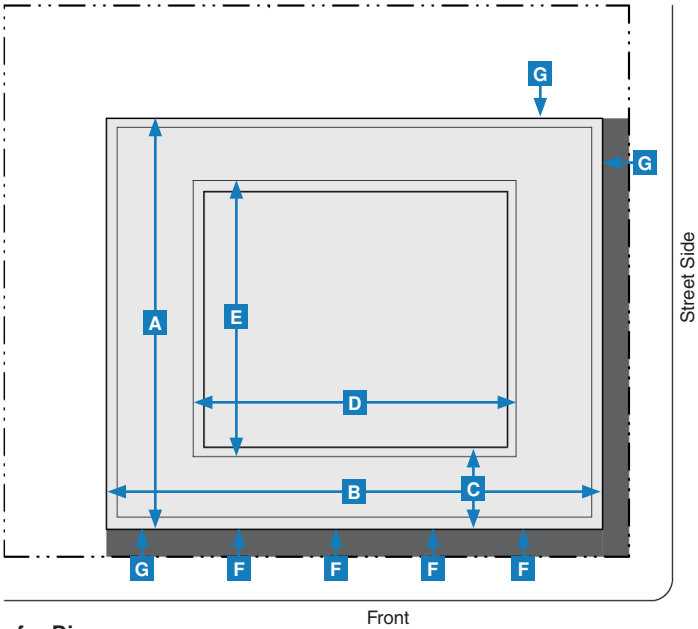
4. Common Open Space

Common open space is required per Subsection 18.29.080.D (Open Space Standards). Private open space is not required.

18.29.040.L Liner Building



Note: image is illustrative, not regulatory.



Key for Diagram

- Lot Line
- Frontage
- Primary Building Type

1. Description

A building in which the interior building is wrapped or lined by an exterior building. The interior building is usually a parking structure or large retail/entertainment space while the exterior building is intended for retail, service, office, or residential space. This type is a component of main street building form.

2. Building Size and Massing

a. Height		
	55 ft. max.	

b. Exterior Building		
Length	400 ft. max.	A
Width	300 ft. max.	B
Depth	50 ft. max.	C

b. Interior Building		
Width	180 ft. max.	D
Depth	230 ft. max.	E

3. Pedestrian Access

Primary Entrance, Ground Floor Spaces/Units	Front Setback/Street	F
Primary Entrance, Upper Floor Spaces/Units	Front Setback, Street Side Setback, Street, or Alley	G

4. Common Open Space

Common open space is required per Subsection 18.29.080.D (Open Space Standards). Private open space is not required.

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18.29.050 Frontage Type Standards

Subsections:

- 18.29.050.A Purpose and Intent
- 18.29.050.B Applicability
- 18.29.050.C Forecourt
- 18.29.050.D Front Yard
- 18.29.050.E Porch, Engaged
- 18.29.050.F Porch, Projecting
- 18.29.050.G Shopfront
- 18.29.050.H Stoop
- 18.29.050.I Terrace

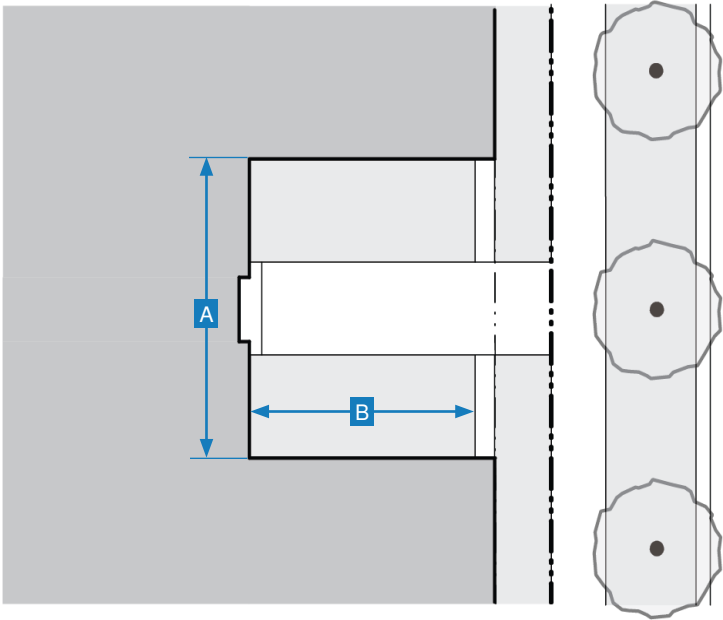
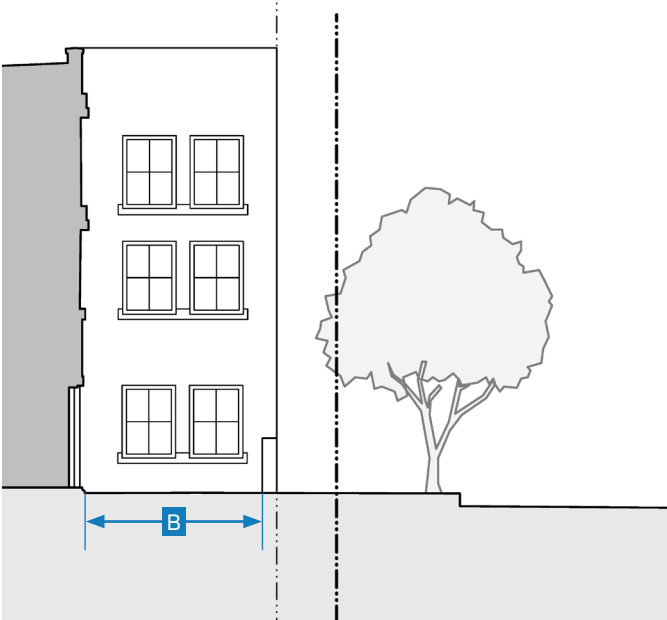
18.29.050.A Purpose and Intent

The purpose of this Section is to establish standards for all frontage types within the form-based zoning districts. Private frontages are the components of a building that provide an important transition and relationship between the public realm and private development. The standards in this Section supplement the standards in Section 18.29.030 (Form-Based Zoning Districts) and are intended to ensure that development reinforces the character and scale of Morgan Hill's history and small-town development pattern.

18.29.050.B Applicability

1. This Section applies to all proposed projects within the form-based zoning districts. The standards in this Section must be considered in combination with the standards in the applicable zoning district (see Section 18.29.030 (Form-Based Zoning Districts)).
2. Frontage types not indicated as "permitted" in the applicable zoning district (see Section 18.29.030 (Form-Based Zoning Districts)) are not permitted in the zoning district.
3. Every new project and/or structure in the form-based zoning districts must provide at least one frontage type for each street frontage.
4. The development of transportation, communications, and/or infrastructure facilities is exempt from this Section.

18.29.050.C Forecourt



Key for Diagrams

- Lot Line
- Setback Line
- Grade
- Building



Note: image is illustrative, not regulatory.

1. Description

The main facade of the building is at or near the right-of-way and a portion (usually the central portion) is set back, creating a courtyard space. The space is commonly used as an entry court, shared garden area, or additional shopping or restaurant seating area.

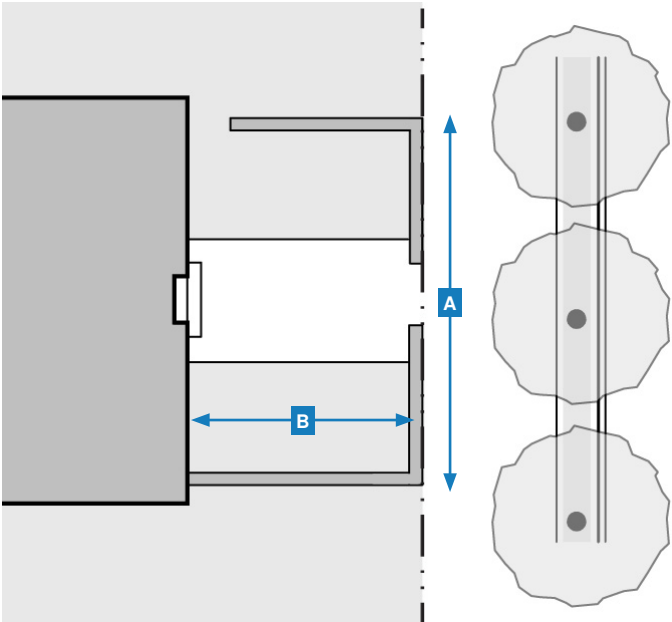
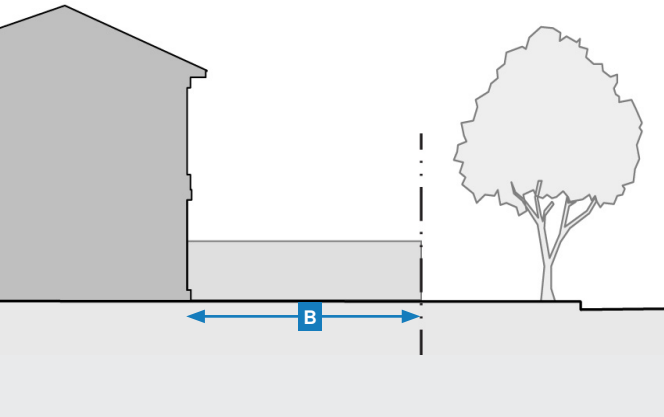
2. Size

Width	15 ft. min.	A
Depth	15 ft. min.	B
Ratio, Width-to-Height	2:1 max.	
Transparency, Ground Floor	70% min.	
Transparency, Upper Floors	30% min.	

3. Miscellaneous

May be used in conjunction with another permitted frontage type (e.g., shopfront).

18.29.050.D Front Yard



Key for Diagrams

- Lot Line
- Setback Line
- Grade
- Building



Note: image is illustrative, not regulatory.

1. Description

The main facade of the building has a landscaped area between the building and the right-of-way providing separation from the street. The front yard is visually continuous with adjacent yards and supports landscape in conjunction with other private frontages.

2. Size		
Width	12 ft. min.	A
Depth	10 ft. min.	B
Height, Fences or Walls ¹	3 ft max.	

3. Miscellaneous

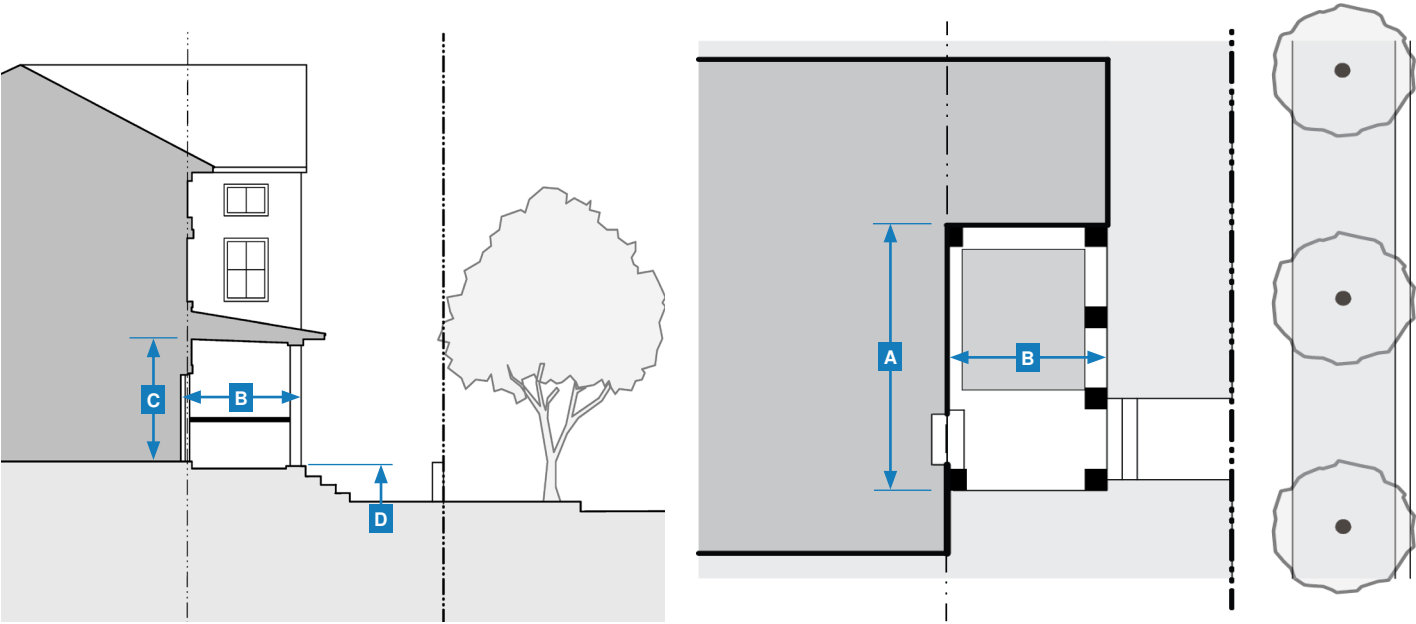
Must be used in conjunction with another permitted frontage type (e.g., porch).

Must be landscaped to the property line.

Note:

1. Fences or walls must comply with Chapter 18.52 (Fences and Walls).

18.29.050.E Porch, Engaged



Key for Diagrams

Lot Line

Grade

Setback Line

Building



Note: image is illustrative, not regulatory.

1. Description

The main facade of the building is set back from the right-of-way and a porch is attached providing access to the building. The porch provides necessary physical separation for the private lot from the public right-of-way. The engaged porch has two adjacent sides attached to the building while the other two sides are open.

2. Size		
Width	50% min., 80% max. of building width	A
Depth	5 ft. min.	B
Height, Clear	8 ft. min., 14 ft. max.	C
Finish Level Above Sidewalk	1.5 ft. min., 6 ft. max.	D

3. Miscellaneous

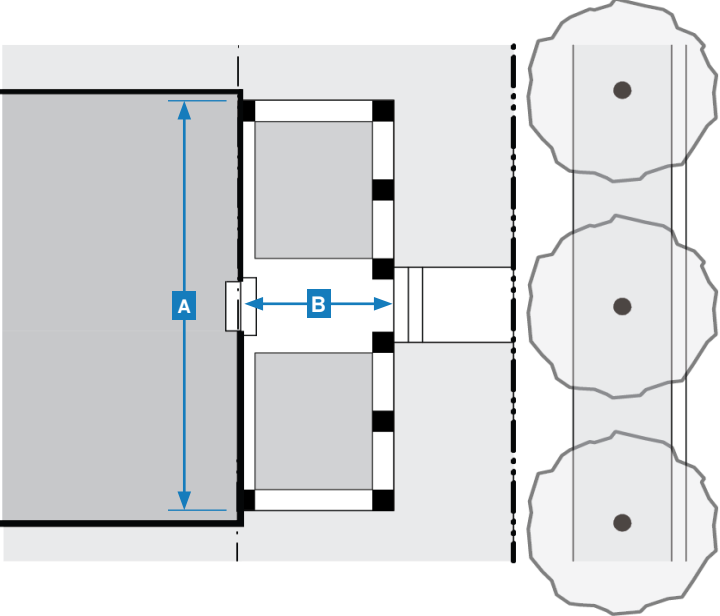
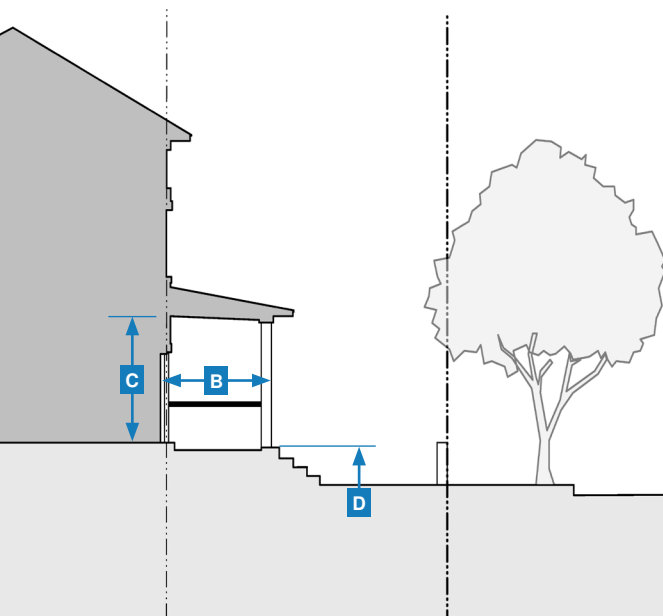
Must be open on two sides and have a roof.

Reasonable accommodation must be provided consistent with Chapter 18.118 (Reasonable Accommodations).

Note:

1. May be increased by max. 50% to meet the base flood elevation plus 1-foot consistent with Chapter 15.80 (Flood Damage Prevention).

18.29.050.F Porch, Projecting



Key for Diagrams

- Lot Line
- Setback Line
- Grade
- Building



Note: image is illustrative, not regulatory.

1. Description

The main facade of the building is set back from the right-of-way and a porch is attached providing access to the building. The porch provides necessary physical separation for the private lot from the public right-of-way. The projecting porch is open on three sides and projects in front of the primary building wall.

2. Size		
Width	70% min. of building width	A
Depth	5 ft. min.	B
Height, Clear	8 ft. min., 14 ft. max.	C
Finish Level Above Sidewalk	1.5 ft. min., 6 ft. max.	D

3. Miscellaneous

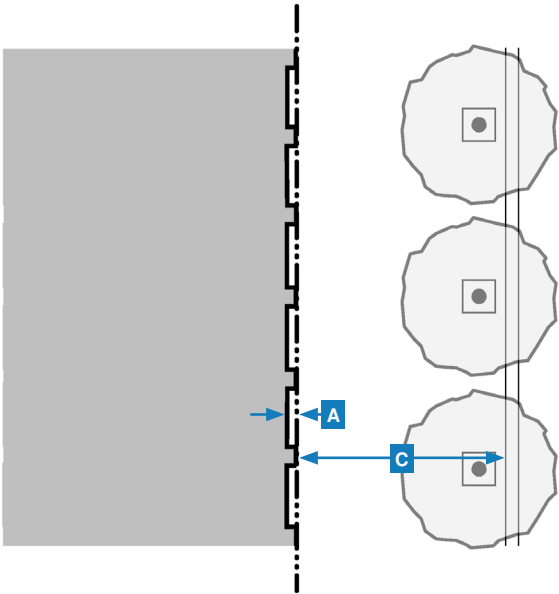
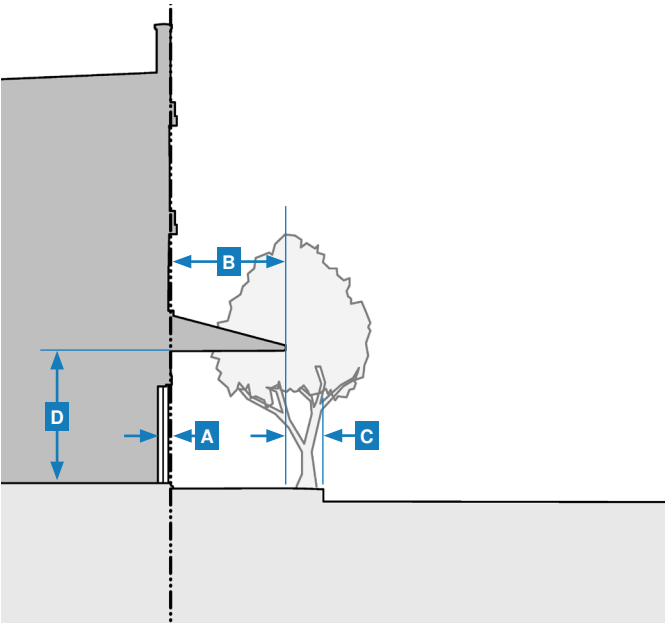
Must be open on three sides and have a roof.

Reasonable accommodation must be provided consistent with Chapter 18.118 (Reasonable Accommodations).

Note:

1. May be increased by max. 50% to meet the base flood elevation plus 1-foot consistent with Chapter 15.80 (Flood Damage Prevention).

18.29.050.G Shopfront



Key for Diagrams

----- Lot Line	----- Setback Line
Grade	Building



Note: image is illustrative, not regulatory.

1. Description

The main facade of the building is placed at or near the right-of-way with an at-grade entrance along the sidewalk. The shopfront is generally intended for retail or service uses and has substantial glazing at the ground floor level.

2. Size		
Entry Recess	5 ft. max.	A
Transparency, Ground Floor	75% min.	

3. Projection ¹		
Depth	4 ft. min.	B
Setback from Curb	2 ft. min.	C
Height	8 ft. min.	D

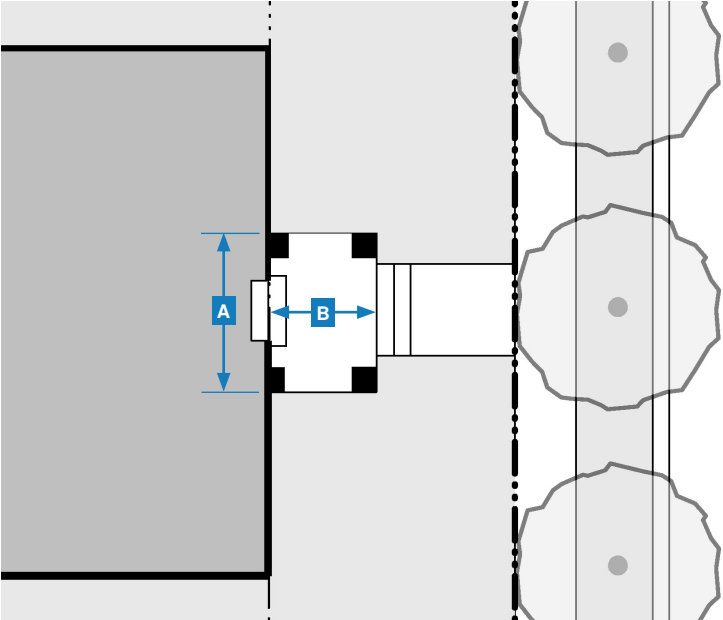
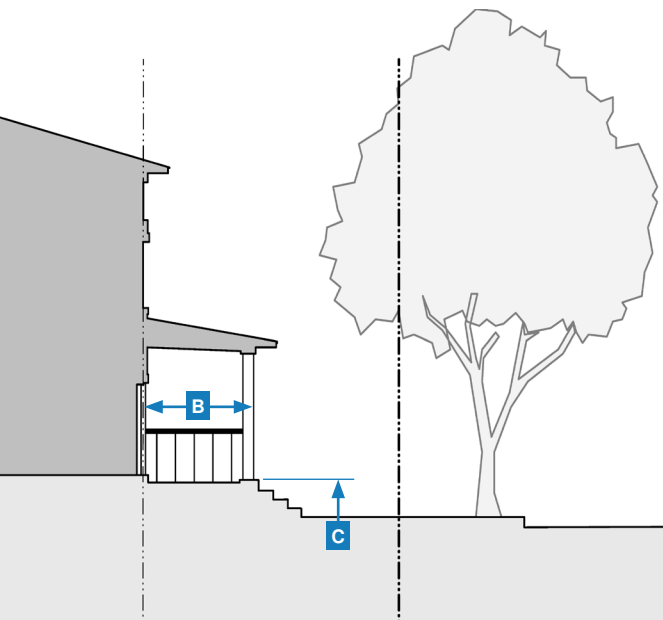
4. Miscellaneous

May be used in conjunction with another permitted frontage type (e.g., terrace).

Note:

1. May project over the sidewalk subject to approval of an Encroachment Permit.

18.29.050.H Stoop



Key for Diagrams

- Lot Line
- Setback Line
- Grade
- Building



Note: image is illustrative, not regulatory.

1. Description

The main facade of the building is near the right-of-way and the stoop engages the sidewalk. The stoop is elevated above the sidewalk, and the entrance is usually an exterior stair and landing.

2. Size

Width	4 ft. min., 8 ft. max.	A
Depth	4 ft. min., 8 ft. max.	B
Finish Level Above Sidewalk ¹	1.5 ft. min., 3 ft. max.	C

3. Miscellaneous

Stairs may be perpendicular or parallel to the building facade.

Entry doors must be covered or recessed.

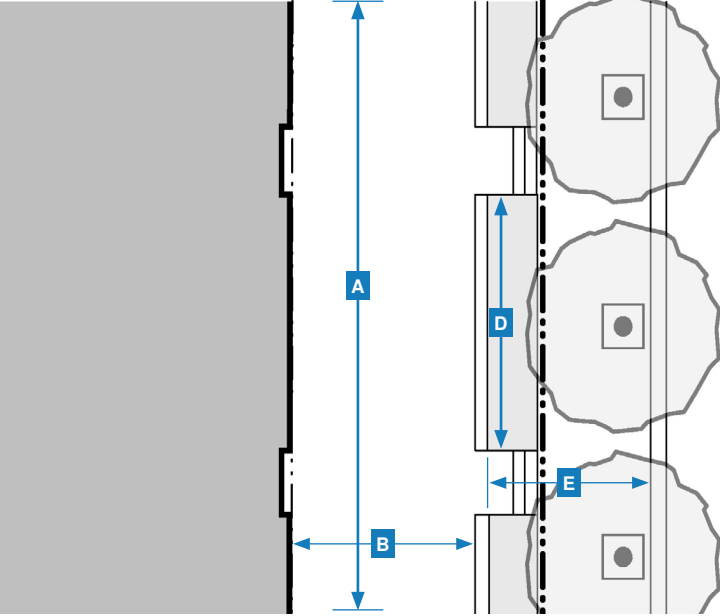
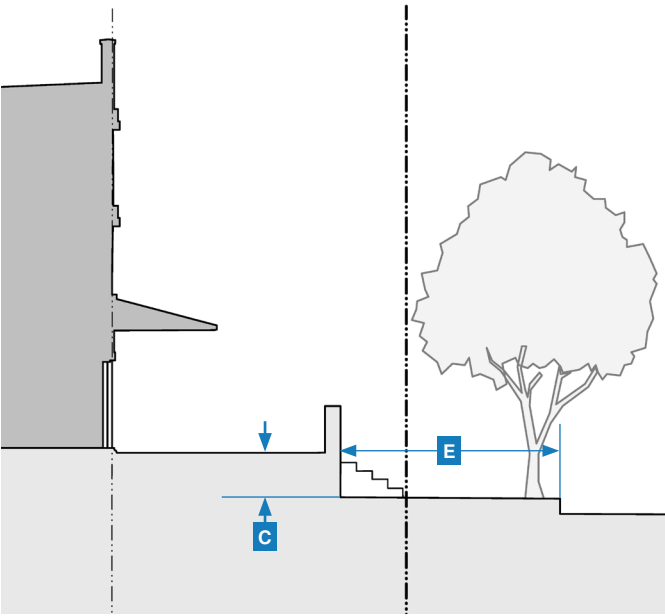
Gates are not permitted.

Reasonable accommodation must be provided consistent with Chapter 18.118 (Reasonable Accommodations).

Note:

1. May be increased by max. 50% to meet the base flood elevation plus 1-foot consistent with Chapter 15.80 (Flood Damage Prevention).

18.29.050.I Terrace



Key for Diagrams

- Lot Line
- Setback Line
- Grade
- Building



1. Description

The main facade of the building has an elevated terrace that projects outward and engages the sidewalk with frequent stairs. The terrace allows at-grade access to all ground floor uses due to natural grade constraints or by artificially elevating the terrace floor. The terrace acts as a buffer from the sidewalk and may be landscaped to provide additional privacy. Building activities are slightly separated from the adjacent sidewalk by the terrace finish level, and the depth of the terrace provides space for outdoor seating, private yards, or any other appropriate uses.

2. Size		
Length	120 ft. max	A
Depth	8 ft. min.	B
Finish Level Above Sidewalk ¹	1.5 ft. min., 5 ft. max.	C
Distance Between Stairs	25 ft. max.	D
Wall Setback from Right-of-Way	5 ft. min	E

3. Miscellaneous

May be used in conjunction with another permitted frontage type (e.g., shopfront).

Reasonable accommodation must be provided consistent with Chapter 18.118 (Reasonable Accommodations).

Note:

1. May be increased by max. 50% to meet the base flood elevation plus 1-foot consistent with Chapter 15.80 (Flood Damage Prevention).

18.29.060 Civic Space Standards

Subsections:

- 18.29.060.A Purpose and Intent
- 18.29.060.B Applicability
- 18.29.060.C Passage
- 18.29.060.D Pocket Park/Plaza
- 18.29.060.E Plaza

18.29.060.A Purpose and Intent

The purpose of this Section is to establish standards for all civic space types within the form-based zoning districts. The standards in this Section are intended to ensure that publicly accessible civic space is provided to reinforce walkable environments within Morgan Hill.

18.29.060.B Applicability

1. The standards in this Section apply to all projects within the form-based zoning districts that meet the following criteria.
 - a. All residential projects including 20 or more units must provide one civic space type.
 - b. All non-residential or mixed-use projects including two or more structures, or over 10,000 square feet of building space must provide one civic space type.
 - c. All projects greater than two acres in total site area must provide a passage and pocket park, or a plaza.
2. The standards in this Section must be considered in combination with the standards in the applicable zoning district (see Section 18.29.030 (Form-Based Zoning Districts)).
3. Civic space types not indicated as “permitted” in the applicable zoning district (see Section 18.29.030 (Form-Based Zoning Districts)) are not permitted in the zoning district.



Note: image is illustrative, not regulatory.

1. Description	
An informal or formal gathering space that serves as a pedestrian connector between other gathering places, streets, and/or parking areas. Passages are hardscaped and located near the middle of a block, providing a pedestrian connection through a block. Passages may be linear or L-shaped. Passages provide additional frontage opportunities for retail and/or residential uses along edges.	
2. Size	
Width	15 ft. min
Length	30 ft. min.
3. Miscellaneous	
Access	Must access the public right-of-way and/or internal alleys or sidewalks on 2 sides.
Required Amenities	Seating, potted plants, planters: Min. 1 each per 250 s.f.

18.29.060.D Pocket Park/Plaza



Note: image is illustrative, not regulatory.

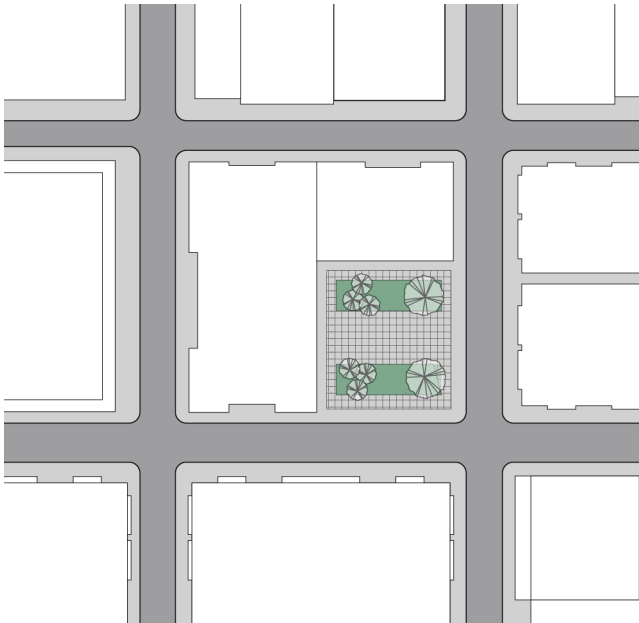
1. Description

A small-scale landscaped or hardscaped open space designed to provide opportunities for neighborhood gathering and/or passive recreation, generally for those who live within walking distance. Pocket parks/plazas are usually accessible from the public right-of-way, but clearly delineated as a separate space.

2. Size	
Area	500 s.f. min., 0.25 ac. max.
Width	20 ft. min.
Length	20 ft. min.

3. Miscellaneous	
Frontage	Must have building frontages on at least 2 sides
Required Amenities	Seating, potted plants, planters: Min. 1 each per 250 s.f. Bicycle Parking: Min. 4 short-term spaces

18.29.060.E Plaza



Note: image is illustrative, not regulatory.

1. Description	
A space available for civic purposes and commercial activities intended to add to the activity and vibrancy of streets and neighborhoods. Plazas are formal spaces with interior green spaces and defined edges made primarily of hardscape materials.	
2. Size	
Area	0.25 ac. min.; 0.5 ac. max.
Width	60 ft. min.
Length	60 ft. min.
3. Miscellaneous	
Frontage	Must have building frontages on at least 2 sides
Required Amenities	Seating, potted plants, planters: Min. 1 each per 250 s.f. Bicycle Parking: Min. 6 short-term spaces

18.29.070 Land Use Standards

Subsections:

18.29.070.A Purpose and Applicability

18.29.070.B Permitted Land Uses

18.29.070.C Specific Use Standards

18.29.070.A Purpose and Applicability

1. This Section establishes the land uses permitted in each form-based zoning district and any specific use standards necessary to implement walkable areas. Where appropriate, land uses may cross-reference to applicable standards in Chapter 18.92 (Supplemental Standards).
2. Land uses are defined in Chapter 18.124 (Land Use Definitions). If a land use requires a distinct and different definition in the form-based zoning districts, the definition established in Section 18.29.100 (Definitions for Form-Based Zoning Districts) applies.

18.29.070.B Permitted Land Uses

1. Table 18.29-2 (Permitted Land Uses in the Form-Based Zoning Districts), identifies the land uses permitted in the form-based zoning districts by letter designation as follows unless a use or activity is prohibited or subject to a higher level of permit pursuant to other parts of this Code or other applicable regulations.
 - a. “P” designates uses permitted by right in the zoning district and is not subject to discretionary review and approval.
 - b. “A” designates uses that are permitted after review and approval of an Administrative Use Permit.
 - c. “C” designates uses that are permitted after review and approval of a Conditional Use Permit.
 - d. “-” designates uses that are not permitted.
2. A project which includes two or more categories of land use in the same building or on the same site is subject to the highest permit level required for any individual use or single component of the project.

Table 18.29-2 Permitted Land Uses in the Form-Based Zoning Districts

Land Use	Permit Required by Zone			Additional Regulations
	FB-N	FB-C	FB-UG	
Residential Uses				
Accessory Dwelling Unit (ADU)	P	P	P	See Chapter 18.84
Duplex/Duet	P	P	P	See Subsection 18.29.100.D
Group Housing	P	P	P	
Live/Work Unit	P	P	P	
Mixed-Use Residential	P	P	P	
Multi-Family Dwellings	P	P	P	See Subsection 18.29.070.C.3
Nursing Homes and Long-Term Care	C	C	C	
Residential Care Facilities	P	P	P	
Residential Care Facilities, Small	P	P	P	
Senior Housing, Independent Living	P	P	P	
Single-Family Attached Dwelling	P	P	P	
Single-Family Detached Dwelling	P	-	-	
Public and Quasi-Public Uses				
College and Trade Schools	C	P	P	
Community Assembly	C	C	C	
Cultural Institutions	A	A	A	
Day Care Centers	C	C	C	
Emergency Shelters	C	C	C	See Section 18.92.050
Government Offices	A	A	A	
Home Day Care, Large	P	P	P	
Home Day Care, Small	P	P	P	
Hospitals	-	C	C	
Instructional Services	A	P	P	
Medical Offices and Clinics	A	P	P	
Park and Recreational Facilities	P	P	P	
Public Safety Facilities	C	C	C	
Schools, Public and Private	C	C	C	
Social Services	C	C	C	
Commercial Uses				
Veterinarian Clinics and Hospitals	C	C	C	
Banks and Financial Institutions	P	P	P	
Business Support Services	P	P	P	
Cinemas and Theaters	A	A	P	
Commercial Recreation, Indoor				
≤ 15,000 sq. ft.	A	P	P	
> 15,000 sq. ft.	A	A	A	

P = Permitted Use

A = Administrative Use Permit required (See Section 18.108.020 (Administrative Use Permits))

C = Conditional Use Permit required (See Section 18.108.030 (Conditional Use Permits))

T = Temporary Use Permit required (See Chapter 18.108.090 (Temporary Use Permits))

- = Use not permitted

Table 18.29-2 Permitted Land Uses in the Form-Based Zoning Districts

Land Use	Permit Required by Zone			Additional Regulations
	FB-N	FB-C	FB-UG	
Drive- Through Facilities	-	C	C	See Subsection 18.29.070.C.2
Eating and Drinking Uses				
Bars and Nightclubs	-	C	C	
Restaurant, Fast Food	C	P	P	
Restaurant, Sit Down	P	P	P	
Tasting Rooms	A	P	P	
Farmers Markets	A	A	A	
Lodging Facilities				
Bed and Breakfast	P	P	P	
Hotels and Motels	C	C	C	
Personal Services	A	P	P	
Professional Offices	A	P	P	
Retail				
Convenience Market	A	P	P	See Section 18.92.030
General Retail	A	P	P	
Vehicle-Related Uses				
Fuel and Service Station	-	-	C	
Vehicle Rentals	-	-	C	
Vehicle Washing	-	-	C	

Industrial Uses

Food and Beverage Production				
< 5,000 sq. ft. ¹	-	P	P	
5,000 sq. ft. to 10,000 sq. ft. ¹	-	C	C	

Transportation, Communication, and Utility Uses

Parking Lots or Structures ²	C	C	C	
Recycling Facilities				
Reverse Vending Machines	-	C	C	
Transportation Terminals	-	-	-	
Wireless Communication Facilities	See Chapter 18.96			

Other Uses

Accessory Use(s)	See Chapter 18.44			
Home Occupations	See Section 18.92.060			
Temporary Use(s)	See Section 18.92.150			
Urban Agriculture				
Community Garden	A	A	A	
Home Gardens	P	P	P	
Urban Farm	C	C	C	

Notes:

1. On-site wholesale or retail sales required.
2. When proposed as a primary use.

18.29.070.C Specific Use Standards

1. Purpose and Applicability

- a. This Subsection provides site planning, development, and operating standards for certain land uses where permitted in compliance with Subsection 18.29.070.B (Permitted Land Uses) if necessary to meet the intent of the form-based zoning districts.
- b. This Subsection applies to all land uses and development within the form-based zoning districts. If a land use is not specified below, the standards in Chapter 18.92 (Supplemental Standards) apply. If a land use is specified below, the standards in this Subsection supersede any requirements in Chapter 18.92 unless otherwise described below. If a conflict exists between a provision in this Subsection and any other chapter of the Code, the most restrictive provision applies.
- c. Parking for all land uses shall comply with Subsection 18.29.080.E (Parking and Loading Standards).
- d. Signage for all land uses shall comply with Subsection 18.29.080.F (Sign Standards).

2. Drive-Through Facilities

- a. **Design Objectives.** A drive-through facility shall only be permitted if the Planning Commission determines that the design and operation will accommodate pedestrian connections, avoid congestion, and excessive pavement.
- b. **Location Limitations.**
 - (i) A drive-through facility shall only be located along a building facade away from a street frontage.
 - (ii) The drive aisle shall not be located between the property line and front of building.
 - (iii) The stacking area shall not be located adjacent and parallel to streets or public rights-of-way.
- c. **Visual Buffer.** The drive aisle shall be screened from streets or public rights-of-way with landscaping or walls and berms.
- d. **Drive-Through Lane Capacity.** See Subsection 18.92.040.B.
- e. **Drive-Through Lane Separation.** See Subsection 18.92.040.C.
- f. **Pedestrian Access.** See Subsection 18.92.040.D.
- g. **Drive-Through Lane Setback from Intersection.** See Subsection 18.92.040.E.

- 3. **Multi-Family Dwellings.** Walkways in multi-family dwelling developments shall be provided to connect units to recreational and other internal facilities as well as the other residential units and nearby public streets.

18.29.080 Standards Supplemental to Form-Based Zoning Districts

Subsections:

- 18.29.080.A Purpose and Applicability
- 18.29.080.B Landscaping Standards
- 18.29.080.C Outdoor Lighting Standards
- 18.29.080.D Open Space Standards
- 18.29.080.E Parking and Loading Standards
- 18.29.080.F Sign Standards

18.29.080.A Purpose and Applicability

This Section provides standards that are supplemental to the regulations of each form-based zoning district, and are specific to particular aspects of development, such as landscaping, parking, outdoor lighting, and signage. These standards are intended to promote projects that complement the character of Morgan Hill while meeting the intent of the form-based zoning districts.

18.29.080.B Landscaping Standards

1. This Subsection provides standards that complement infill development, walkable areas, and built environments that frame the public right-of-way with parking located to the side and rear of structures. Unless otherwise described below, Chapter 18.64 (Landscaping) shall apply.
2. This Subsection applies to the following:
 - a. Structures that are located 10 feet or fewer from the back of sidewalk; or
 - b. Structures that are located on the property line.
3. Public amenities (e.g., seating), structural shade elements, public art, or potted plants are required in the available space between the back of sidewalk and the structure.
4. Alternative paving materials (e.g., permeable paving, porous concrete, brick pavers) are permitted in areas between the back of sidewalk and the structure.
5. The Director may accept alternative design solutions consistent with Section 18.29.060 (Civic Space Standards).

18.29.080.C Outdoor Lighting Standards

1. Exterior lighting and parking lot lighting shall be provided, erected and maintained so any light is a fully-shielded light fixture and will not cast direct light or glare upon adjacent properties or public rights-of-way.
2. A parking area with six or more parking spaces shall include outdoor lighting that provides a minimum illumination of 1.0 foot-candles over the entire parking area.
3. All outdoor lighting along walkways, open space and recreation areas shall be pedestrian-scaled, fully shielded fixtures with a minimum illumination of 1.0 foot-candles.
4. The following types of outdoor lighting are prohibited:
 - a. Unshielded Light Fixtures.
 - b. Search lights, laser lights, or similar high intensity light, except as necessary for official emergency services.
 - c. Any lighting device located on the exterior of a building or on the inside of a window which is visible beyond the property boundaries of the lot or parcel with intermittent fading, flashing, blinking, rotating, or strobe light illumination.
 - d. Lighting that results in glare to motor vehicles on public rights-of-way.

18.29.080.D Open Space Standards

1. **Applicability.** Common and private open space is required for the building types specified in Section 18.29.040 (Building Type Standards). Standards and requirements for each type of open space are established below.
2. **Common Open Space.** All building types subject to common open space requirements must comply with the following provisions, unless otherwise indicated in Section 18.29.040 (Building Type Standards).
 - a. **Minimum Area:** 15 percent of the site. The area requirement may be met by providing a civic space type (see Section 18.29.060 (Civic Space Standards)), roof terrace, or roof garden, as approved by the Planning Commission.
 - b. **Minimum Horizontal Dimension:** 15 feet.
 - c. **Usability.** Common open space shall be accessible to all on-site residents. If the area requirement is met using a civic space type, the open space shall be publicly accessible.
3. **Private Open Space.** All building types subject to private open space requirements must comply with the following provisions.
 - a. **Minimum Area:** 100 square feet per unit. The area requirement may be met by providing a patio, deck, balcony, roof terrace, or other similar space.
 - b. **Minimum Horizontal Dimension:** 12 feet.

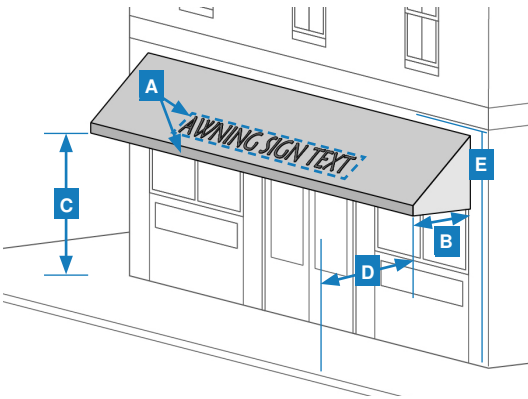
18.29.080.E Parking and Loading Standards

Parking and Loading Standards are provided in Chapter 18.72 (Parking and Loading) in the Zoning Code.

18.29.080.F Sign Standards

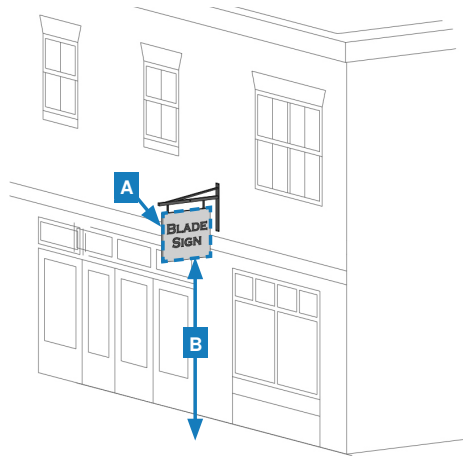
1. **Purpose.** This Subsection establishes standards related to the type, size, height, placement, number, and design of signs in the form-based zoning districts. The standards are intended to promote well-designed signs that reflect the intent of the form-based zoning districts.
2. **Signs Allowed Subject to a Sign Permit.** All sign types in this Subsection are permitted in the form-based zoning districts, subject to a sign permit, except as provided in Subsection 18.29.080.F.3.
3. **Signs Allowed Without a Sign Permit.** Window signs are allowed without a sign permit consistent with the standards in this Subsection. See Section 18.88.040 (Signs Allowed Without Permits) for all sign types that do not require a permit.
4. **Prohibited Signs.** All signs prohibited in Section 18.88.050 (Prohibited Signs) are prohibited in the form-based zoning districts with the exception of painted wall signs, which are permitted in all form-based zoning districts.
5. **General Sign Standards.** Standards for each allowed permanent sign type are provided in tables with a supporting illustration of each sign type. All permanent signs must comply with the standards for sign area, height, number, type, and other requirements provided in these tables.
 - a. **Sign Area for Permanent Building-Mounted Signs**
 - (i) Aggregate sign area of all building-mounted signs shall be limited to a maximum of 1.25 square feet per linear foot of building frontage along Monterey Road and a maximum of 1 square foot per linear foot of building frontage along other streets.
 - (ii) See Section 18.88.080.B.3 (Sites with Multiple Frontages) for sign standards regarding buildings with more than one frontage on a public street, excluding alleys.
 - b. **Monument Signs.** See Table 18.29-8 (Monument Signs) for free-standing sign standards.
 - c. **Font Types per Sign.** Signs shall be limited to a maximum of two letter styles or font types.
 - d. **Illumination**
 - (i) Signs may be internally or externally illuminated except where specifically prohibited. Internal illumination is permitted only when the portion of the sign that appears illuminated is primarily the sign text, registered trademark, or logo.
 - (ii) The light source for externally illuminated signs must be arranged and shielded to substantially confine all direct light rays onto the sign face and away from streets and adjacent properties.
 - e. **Materials and Design**
 - (i) Except for interior window signs, all permanent signs shall be constructed of wood, metal, plastic, glass, or similar durable and weatherproof materials.
 - (ii) The size of letters and graphics shall be proportional to the overall sign area.
 - (iii) Signs shall employ the use of simple and symmetrical sign shapes.
6. **Standards for Specific Sign Types.** The sign standards in this Subsection supersede the standards in Section 18.88.100 (Standards for Specific Sign Types).
7. **Adjustments to Sign Standards.** See Section 18.88.070 (Adjustment to Sign Standards).
8. **Master Sign Program.** See Section 18.88.110 (Master Sign Program).
9. **Temporary Signs.** See Section 18.88.120 (Temporary Signs).
10. **Nonconforming Signs.** See Section 18.88.130 (Nonconforming Signs).
11. **Violations and Enforcement.** See Section 18.88.140 (Violations and Enforcement).

Table 18.29-4 Awning Signs



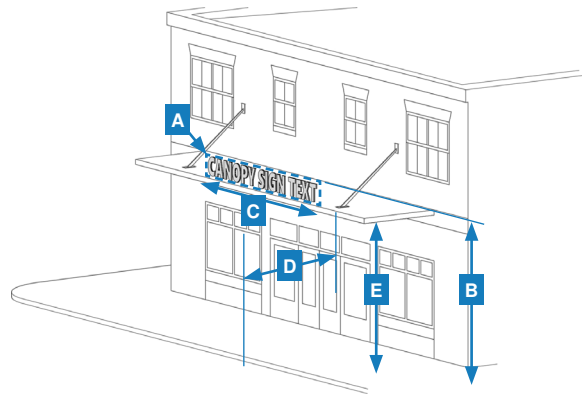
Standards	Requirements	
Sign Type	Awning	
Max. Area	2/3 of awning valance area and 15% of awning face, or 25 s.f. overall, whichever is less	A
Max. Projection from Building Wall	4 ft.; May project into public right-of-way with permit approval	B
Min. Vertical Clearance	8 ft.	C
Min. Horizontal Clearance	2 ft. from street or drive aisle curb	D
Placement	May only be mounted on the wall area below the second floor	E
Illumination	Illumination from below the awning or non-illuminated	
Materials	Plastic or vinyl material is not permitted	

Table 18.29-5 Blade Signs



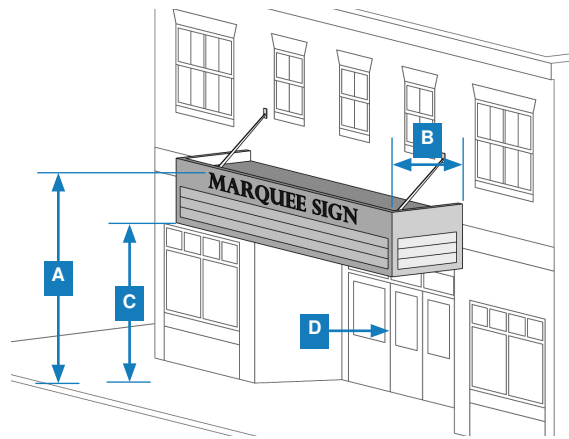
Standards	Requirements	
Sign Type	Blade	
Max. Number	1 per tenant space	
Max. Area	12 s.f.	A
Min. Vertical Clearance	8 ft.	B
Projection	May project into public right-of-way with permit approval	
Placement	If mounted below the underside of a walkway or overhead structure, must not extend beyond the edge of the structure on which it is located; Must be mounted perpendicular to the building face or corner of the building	
Illumination	Internal or external illumination	

Table 18.29-6 Canopy Signs



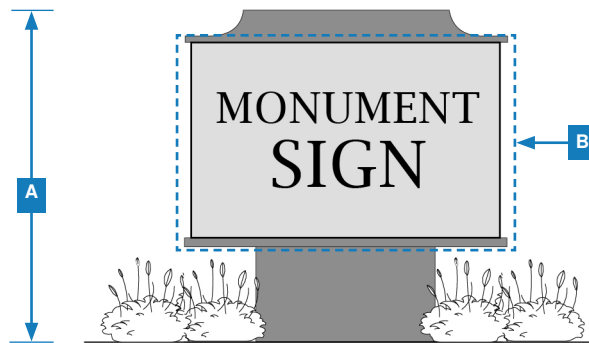
Standards	Requirements	
Sign Type	Canopy	
Max. Number	1 per tenant space	
Max. Area	1 s.f. per linear foot of canopy width	A
Max. Height	20 ft.	B
Max. Width	No greater than 60% of the width of the canopy on which it is displayed	C
Min. Horizontal Clearance	2 ft. from street or drive aisle curb	D
Min. Vertical Clearance	8 ft.	E
Projection	May project into public right-of-way with permit approval	
Placement	Must be placed above the doors and windows of the ground floor of a building	
Illumination	Internal illumination	

Table 18.29-7 Marquee Signs



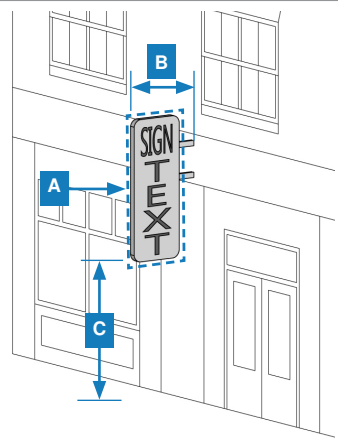
Standards	Requirements	
Sign Type	Marquee	
Max. Number	1 per building	A
Max. Height	35 ft.	
Use Restrictions	Limited to theaters, auditoriums, and indoor amusement/entertainment facilities	
Max. Projection from Building Wall	12 ft.; May project into public right-of-way with permit approval	B
Min. Vertical Clearance	8 ft.	C
Placement	Shall be affixed to a building wall directly above the primary public entrance of the use	D
Illumination	Internal, direct illumination, or chase lights only	

Table 18.29-8 Monument Signs



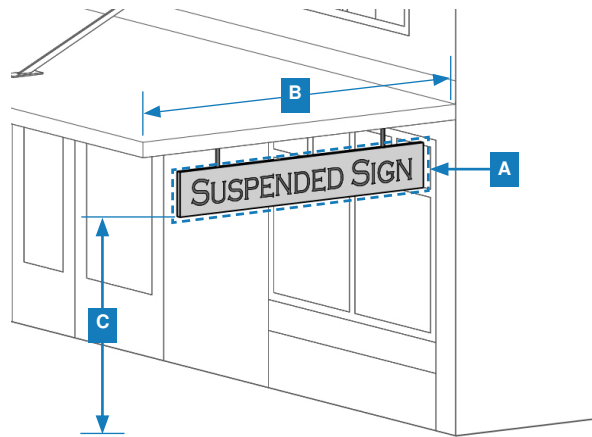
Standards	Requirements
Sign Type	Monument
Max. Number	1 per street frontage or 1 per vehicle access point from street
Max. Height	8 ft. A
Max. Area	0.5 s.f. per linear foot of property street frontage up to 50 s.f. B
Max. Base Width	The monument sign's base must be at least 60% of the width of the sign.
Setbacks	6 ft. min. from vehicle access ways and 3 ft. min. from property lines
Illumination	Internal or external illumination
Min. Separation	Shall be separated a min. of 75 ft. from monument signs on abutting properties and 100 ft. from monument signs on the same property
Landscaping	Base area shall be located in an irrigated landscaped planting area

Table 18.29-9 Projecting Signs



Standards	Requirements	
Sign Type	Projecting	
Max. Number	1 per tenant space	
Max. Area	24 s.f.	A
Max. Projection from Building Wall	6 ft.; May project into public right-of-way with permit approval	B
Min. Vertical Clearance	8 ft.	C
Min. Horizontal Clearance	2 ft. from street or drive aisle curb	
Landscaping	Internal illumination	

Table 18.29-10 Suspended Signs



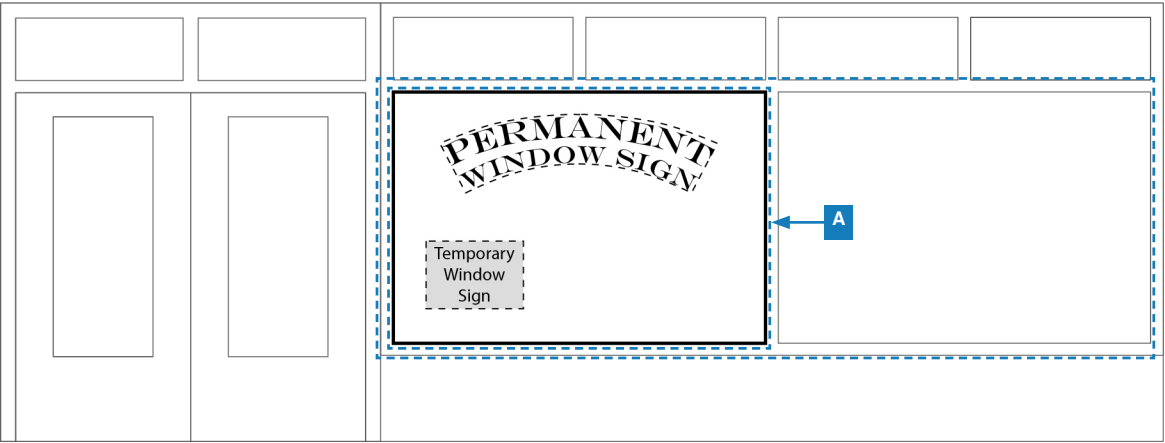
Standards	Requirements
Sign Type	Suspended
Max. Number	1 per tenant space
Max. Area	5 s.f. A
Max. Projection from Building Wall	No greater than the structure to which it is attached; May project into public right-of-way with permit approval
Min. Horizontal Clearance	2 ft. from street or drive aisle curb B
Min. Vertical Clearance	8 ft. C
Illumination	Internal or external illumination
Placement	Shall be suspended below a ground-level awning, canopy, or ceiling of an arcade

Table 18.29-11 Wall Signs



Standards	Requirements	
Sign Type	Wall	
Max. Number	1 per building frontage for single-tenant buildings and 1 per tenant space for multi-tenant buildings	
Max. Height	Not to exceed the top of the parapet of the building wall to which it is attached	A
Max. Area	See Subsection 18.29.040.F.5.a	B
Max. Projection from Building Wall	10 in.	
Illumination	Internal or external illumination	
Placement	Shall be attached to the building wall of the use associated with the sign; for multi-tenant buildings, shall be affixed to the portion of the wall where the business is located	

Table 18.29-12 Window Signs



Standards	Requirements	
Sign Type	Window	
Max. Area of Permanent Sign	25% of window to which it is attached; Painted window signs and perforated vinyl signs are included in the 25% calculation	
Illumination	Non-illuminated, neon, or single- or two-color LED	A
Placement	Permitted on windows on the ground floor and second story only	

18.29.090 Permits and Administration for Form-Based Zoning Districts

Subsections:

- 18.29.090.A Administrative Responsibility
- 18.29.090.B Common Permit Requirements
- 18.29.090.C Specific Permit Requirements
- 18.29.090.D Sign Permit Requirements
- 18.29.090.E Appeals
- 18.29.090.F Zoning Code Amendments
- 18.29.090.G Development Agreements
- 18.29.090.H Reasonable Accommodations
- 18.29.090.I Enforcement

18.29.090.A Administrative Responsibility

For all provisions related to administrative responsibility, see Chapter 18.100 (Administrative Responsibility).

18.29.090.B Common Permit Requirements

For all common permit requirements, see Chapter 18.104 (Common Permit Requirements).

18.29.090.C Specific Permit Requirements

For all common permit requirements, see Chapter 18.108 (Specific Permit Requirements).

18.29.090.D Sign Permit Requirements

For all sign permit requirements, see Section 18.88.030 (Required Permits) of Chapter 18.88 (Signs).

18.29.090.E Appeals

For all procedures related to appeals, see Chapter 18.112 (Appeals).

18.29.090.F Zoning Code Amendments

For all procedures related to Zoning Code Amendments, see Chapter 18.114 (Zoning Code Amendments).

18.29.090.G Development Agreements

For all procedures related to Development Agreements, see Chapter 18.116 (Development Agreements).

18.29.090.H Reasonable Accommodations

For all procedures related to reasonable accommodations, see Chapter 18.118 (Reasonable Accommodations).

18.29.090.I Enforcement

For procedures enforcement, see Chapter 18.120 (Enforcement).

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18.29.100 Definitions for Form-Based Zoning Districts

Subsections:

- 18.29.100.A “A” Terms
- 18.29.100.B “B” Terms
- 18.29.100.C “C” Terms
- 18.29.100.D “D” Terms
- 18.29.100.E “E” Terms
- 18.29.100.F “F” Terms
- 18.29.100.G “G” Terms
- 18.29.100.H “H” Terms
- 18.29.100.I “I” Terms
- 18.29.100.J “J” Terms
- 18.29.100.K “K” Terms
- 18.29.100.L “L” Terms
- 18.29.100.M “M” Terms
- 18.29.100.N “N” Terms
- 18.29.100.O “O” Terms
- 18.29.100.P “P” Terms
- 18.29.100.Q “Q” Terms
- 18.29.100.R “R” Terms
- 18.29.100.S “S” Terms
- 18.29.100.T “T” Terms
- 18.29.100.U “U” Terms
- 18.29.100.V “V” Terms
- 18.29.100.W “W” Terms
- 18.29.100.X “X” Terms
- 18.29.100.Y “Y” Terms
- 18.29.100.Z “Z” Terms

18.29.100.A “A” Terms

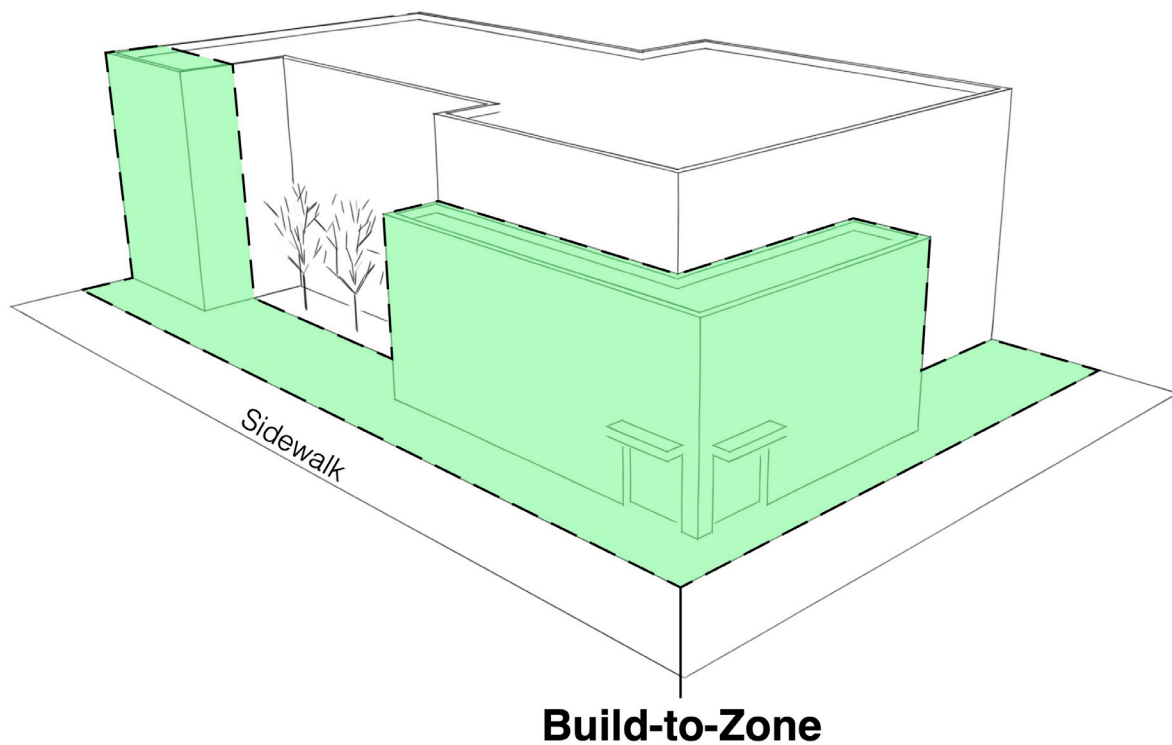
1. **Active Ground Floor.** A street frontage that allows for active visual engagement between the people outside of a structure and the use, activities, or people, located in the structure’s ground floor. In an active ground floor, the front facade of buildings and the main entrance face and open towards the right-of-way along which pedestrian access is provided.
2. **Affordable Units.** Units that are made available for rent at a price below the Fair Market Rent value, as recorded and updated from time to time by the City based on the U.S. Department of Housing and Urban Development data.

1. **Architectural Feature.** An architectural element, which alone or as part of a pattern, embodies the style, design, or general arrangement of the exterior of a building or structure, including but not limited to the kind, color, and texture of building materials, and style and type of windows, doors, lights, porches, and signs.

18.29.100.B “B” Terms

1. **Block Face.** The aggregate of all the building facades on one side of a block. The block face provides the context for establishing the architectural form of the edge of the block.
2. **Bungalow Court.** A group of detached buildings (ranging from three to nine separate units) arranged to define a shared courtyard that is generally perpendicular to the street. The shared courtyard is common open space and replaces the need for private rear yards. This type is scaled to fit within low and medium intensity walkable neighborhoods.
3. **Build-to-Zone.** The linear street frontage between the minimum and maximum setback lines along the front of a parcel and along the side street of a corner parcel in which a building must occupy for the established percentage of the street frontage.

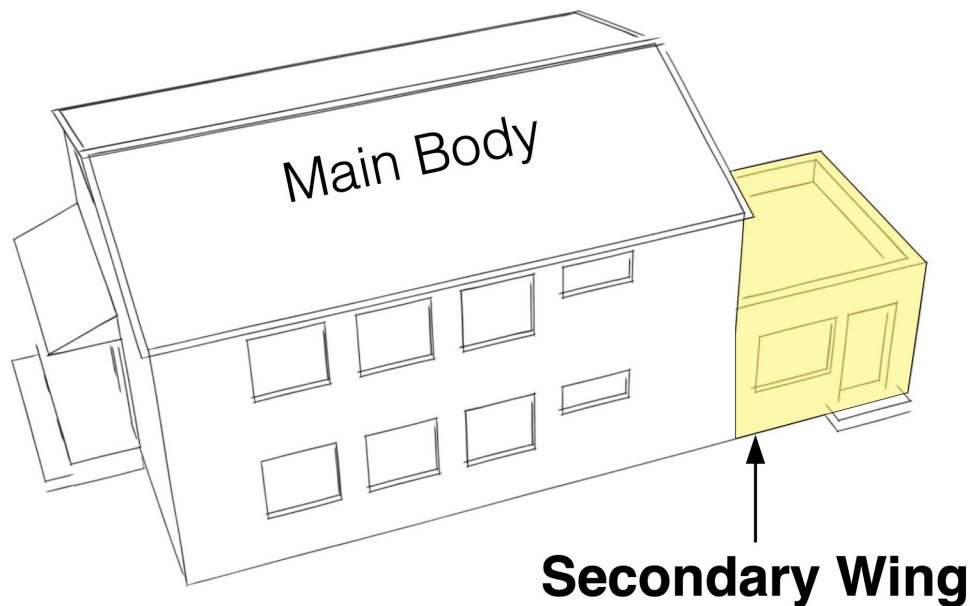
Figure 18.29-2 Build-to-Zone



4. **Building Entrance.** The place of pedestrian ingress and egress to a building most frequently used by the public.
5. **Building Form.** The overall shape and dimensions of a building.

6. **Building, Main Body.** The primary massing of a building.
7. **Building, Secondary Wing.** A part of a building or structure that is physically attached to the building or structure, but is secondary and incidental in terms of form and massing.

Figure 18.29-3 Secondary Wing



8. **Building Type.** A structure defined by a combination of its configuration, placement on a lot, and function.

18.29.100.C “C” Terms

1. **Ceiling Height, Ground Floor.** The height from the finished floor to the finished ceiling of primary rooms on the ground floor, not including secondary rooms such as bathrooms, closets, utility rooms, and storage spaces.
2. **Civic.** A term defining not-for-profit organizations that are dedicated to arts, culture, education, recreation, government, transit, and public parking facilities.
3. **Corner Entry.** A pedestrian entrance located on the corner of a building.
4. **Courtyard.** An unroofed area that is completely or partially enclosed by walls or buildings and often shared by multiple residential units or commercial spaces.
5. **Courtyard Building.** A building comprised of multiple attached and/or stacked units, accessed from one or more shared courtyards. The shared courtyard is common open space and replaces the need for private rear yards. This type is often integrated into medium and high intensity walkable neighborhoods and can be applied in non-residential contexts.
6. **Covered Parking.** A portion of a parking area in which a shade structure(s) has been installed to provide shade for parked vehicles.

18.29.100.D “D” Terms

1. **Depth, Ground Floor Space.** The distance from the street-facing facade to the rear interior wall of the ground-floor space available for a permitted use.
2. **Development Services Director.** The Development Services Director of the City of Morgan Hill or their designee, including Community Development Director. The Development Services Director is appointed by the City Manager.
3. **Direct Illumination.** Illumination resulting from light emitted directly from a bulb or light fixture, and not light diffused through translucent signs or reflected from other surfaces such as the ground or building face.
4. **Distance Between Entries.** The horizontal distance measured parallel to the facade between entrances to a building or buildings.
5. **Duplex/Duet.** A detached building consisting of two side-by-side or stacked units with shallow setbacks. For side-by-side units, both face the street with separate entrances; for stacked units, both are accessible via a single entrance or separate entrances that face the street. This type has the appearance of a house and is scaled to fit within low and medium intensity walkable neighborhoods.

18.29.100.E “E” Terms

1. **Entry.** An opening, such as a door, passage, or gate, that allows access to a building.

18.29.100.F “F” Terms

1. **Facade, Primary.** The exterior wall of a building facing a primary street.
2. **Facade, Secondary.** The exterior wall of a building facing a secondary street or side street.
3. **Finish Level, Ground Floor.** The height difference between the finished floor on the ground floor and the adjacent public sidewalk.
4. **Footprint.** The outline of the area of ground covered by the foundations of a building or structure.
5. **Forecourt.** The main facade of the building is at or near the right-of-way and a portion (usually the central portion) is set back, creating a courtyard space. The space may be used as an entry court, shared garden area, or additional shopping or restaurant seating area.
6. **Frontage.** A strip of land abutting a thoroughfare, civic space, or other public right-of-way.
 - a. **Frontage Private.** The area between the building facade and the shared lot line between the public right-of-way and the lot.
 - b. **Frontage Public.** The area between the curb of the vehicular lanes and the edge of the right-of-way.
7. **Frontage Line.** The lot line(s) of a lot fronting a thoroughfare or other public way, or a civic space.
8. **Front Yard.** The main facade of the building has a large, landscaped area between the building and the right-of-way providing a separation from the street. The front yard is visually continuous with adjacent yards and supports a landscape in conjunction with other private frontages.

18.29.100.G “G” Terms

1. **Ground Floor.** The floor of a building located nearest to the level of the ground around the building.

18.29.100.H “H” Terms

1. **House.** A detached building with one dwelling unit, shallow setbacks, a rear yard, and located within a low intensity walkable neighborhood.

18.29.100.I “I” Terms

1. **Illumination, External.** Illumination resulting from the face of the sign reflecting light from an external light source intentionally directed upon it.
2. **Illumination, Internal.** A form of sign illumination that includes cabinet signs, single-color LED signs, signs constructed with pan channel letters, or indirect halo illuminated channel letters on an unlit or otherwise indistinguishable background on a freestanding sign or building wall.

18.29.100.J “J” Terms

No specialized terms beginning with the letter “J” are currently defined.

18.29.100.K “K” Terms

No specialized terms beginning with the letter “K” are currently defined.

18.29.100.L “L” Terms

1. **LED (Light Emitting Diode).** A semiconductor diode that emits light when a voltage is applied to it.
2. **Light Fixture.** A complete lighting assembly (including the lamp, housing, reflectors, lenses, and shields), less the support assembly (pole or mounting bracket). Includes luminous tubes, lamps or similar devices that are permanently installed or portable and used for illumination, decoration, or advertisement.
3. **Light Fixture, Fully Shielded.** A light fixture or luminous tube constructed and mounted such that all light emitted by the fixture or tube, either directly from the lamp, tube, or a diffusing element, or indirectly by reflection or refraction from any part of the light fixture, is projected below a horizontal plane. If the lamp or tube, any reflective surface, or lens cover (clear or prismatic) is visible when viewed from above or directly from the side, from any angle around the fixture or tube, the fixture or tube is not fully shielded. To be fully shielded these fixtures must be closed on top and mounted so that the bottom opening is horizontal.
4. **Light Fixture, Unshielded.** A light fixture that is not fully shielded or partially shielded. Even though the lamp in these fixtures is shielded from direct view when viewed from the side or above, reflective surfaces and/or lens covers are directly visible from the side.
5. **Liner Building.** An attached building with two main components: an interior building and an exterior building to conceal the interior building from the street on the front and street side. The interior building is usually a parking structure or large retail/entertainment space and the exterior building is intended for retail, service, office, or residential space. This type is a component of main street building form.

18.29.100.M “M” Terms.

1. **Main Street Building.** An attached building intended to provide a vertical mix of uses with ground floor retail, office, or service uses with individual entries, and upper floor office, service, or residential uses with one or more shared entries. This type is the primary component of main street building form.
2. **Multiplex Large.** A detached building that consists of seven to twelve side-by-side and/or stacked units, with one shared entry. This type is scaled to fit within medium intensity walkable neighborhoods.
3. **Multiplex Small.** A detached building that consists of three to six side-by-side and/or stacked units, with one shared entry or individual entries along the front. This type has the appearance of a house and is scaled to fit within low and medium intensity walkable neighborhoods.

18.29.100.N “N” Terms.

No specialized terms beginning with the letter “N” are currently defined.

18.29.100.O “O” Terms.

1. **Open Space, Common.** A portion of a site that is designated and intended for the use or enjoyment of the residents or owners of the development and/or the overall community. Common open space may contain such complementary structures and improvements as are necessary and appropriate for the benefit and enjoyment of the individuals using the space.
2. **Open Space, Private.** A usable open space adjoining and directly accessible to a dwelling unit, reserved for the exclusive use of residents of the dwelling unit and their guests.

18.29.100.P “P” Terms.

1. **Parking Driveway Width.** The horizontal measurement of an access driveway to a parking area, measured perpendicular to the direction of travel.
2. **Passage.** An informal or formal gathering space that serves as a pedestrian connector between other gathering places, streets, and/or parking areas. Passages are usually hardscaped and located near the middle of a block, providing a pedestrian connection through a block. Passages may be linear or L-shaped. Passages provide additional frontage opportunities for retail and/or residential uses along edges.
3. **Pocket Park/Plaza.** A small-scale landscaped or hardscaped open space designed to provide opportunities for neighborhood gathering and/or passive recreation, generally for those who live within walking distance. Pocket parks/plazas are accessible from the public right-of-way, but clearly delineated as a separate space.
4. **Plaza.** A space available for civic purposes and commercial activities intended to add to the activity and vibrancy of streets and neighborhoods. Plazas are formal spaces with interior green spaces and defined edges made primarily of hardscape materials.
5. **Porch, Engaged.** The main facade of the building is setback from the right-of-way and a porch is attached providing access to the building. The porch provides necessary physical separation for the private lot from the public right-of-way. The engaged porch has two adjacent sides attached to the building while the other two sides are open.
6. **Porch, Projecting.** The main facade of the building is setback from the right-of-way and a porch is attached providing access to the building. The porch provides necessary physical separation for the private lot from the public right-of-way. The projecting porch is open on three sides and projects in front of the primary building wall.
7. **Projection.** Any architectural feature, structure, or structural element, such as an gallery, fence, garden wall, porch, stoop, balcony, bay window, or terrace, that breaks the plane of a horizontal regulatory limit extending into the facade zone or a setback.
8. **Public Realm.** The physical and social domain of the public that is held in common either by their physical presence or by visual association. This includes, but is not limited to plazas, squares, parks, thoroughfares, public frontages, private frontages, civic buildings, and civic spaces.

18.29.100.Q “Q” Terms.

No specialized terms beginning with the letter “Q” are currently defined.

18.29.100.R “R” Terms.

1. **Recessed Entry.** An entrance to a building that is set back from the facade of the building.
2. **Recreation, Active.** Recreational pursuits usually performed with others and often requiring equipment which require physical alteration to the area in which they are performed. Such areas are intensively used, and include but are not limited to playgrounds, sport courts, baseball/softball and other field sports, and swimming pools.
3. **Recreation, Passive.** Recreational pursuits involving existing natural resources which can be carried out with little alteration or disruption to the area in which they are performed. This includes, but is not limited to, such activities as walking, hiking, bicycling, bird and animal watching, and picnicking.
4. **Regulating Plan.** The map of an area designating the locations of form-based zoning districts. A regulating plan may be incorporated into the City’s official Zoning Map.
5. **Right-of-Way.** A strip of land acquired by reservation, dedication, forced dedication, prescription, or condemnation for public use for pedestrian and vehicular movement occupied by a road, crosswalk, railroad, electric transmission lines, oil or gas pipeline, water line, sanitary storm sewer or other public utility or facility.

18.29.100.S “S” Terms.

1. **Shopfront.** The main facade of the building is placed at or near the right-of-way with an at-grade entrance along the sidewalk. The shopfront is generally intended for retail or service uses and has substantial glazing at the ground floor level.
2. **Sidewalk.** The portion of a right-of-way that is paved and intended exclusively for pedestrian use, and often installed between the curb and adjacent property lines.
3. **Sign, Awning.** A roof or cover that projects from the wall of a building over a door or window, and made of canvas, aluminum or a similar material, which may be fixed in place or retractable for the purpose of shielding a doorway or window from the elements.
4. **Sign, Blade.** A permanent sign mounted either to the wall of a building by means of a bracket or attached to the underside of the lintel, arch, or other overhead structure above a porch or walkway and which is typically hung perpendicular to the wall of the building.
5. **Sign, Canopy.** A sign painted on, printed on, or otherwise attached flat against the surface of a canopy.
6. **Sign, Marquee.** A permanent sign structure placed over the entrance to a building and typically used for a theater or other entertainment use.
7. **Sign, Monument.** A permanent, freestanding sign with a solid base that is at least 60 percent the width of the sign face.
8. **Sign, Projecting.** A permanent sign that is attached to and extends perpendicular from the wall of a building.
9. **Sign, Suspended.** A permanent sign attached to or suspended from the underside of an arcade, canopy, or marquee and oriented to pedestrian traffic.
10. **Sign, Wall.** A permanent sign affixed to or erected against the wall or fascia of a building or structure, with the exposed face of the sign parallel to the plane of the wall or fascia to which it is affixed or erected.
11. **Sign, Window.** A permanent or temporary sign posted, painted, placed, or affixed in or on a window, or otherwise exposed to public view through a window.
12. **Stoop.** The main facade of the building is near the right-of-way and the stoop engages the sidewalk. The stoop is elevated above the sidewalk to ensure privacy within the building. The entrance is usually an exterior stair and landing.
13. **Street Frontage.** See the definition for “Frontage Line.”

18.29.100.T “T” Terms.

1. **Tandem Parking.** A parking space deep enough to allow two cars to park one behind the other.
2. **Terrace.** The main facade of the building has an elevated terrace that projects outward and engages the sidewalk with frequent stairs. The terrace allows at-grade access to all ground floor uses due to natural grade constraints or by artificially elevating the terrace floor. The terrace acts as a buffer from the sidewalk and may be landscaped to provide additional privacy. Building activities are slightly separated from the adjacent sidewalk by the terrace finish level, and the depth of the terrace provides space for outdoor seating, private yards, or any other appropriate uses.
3. **Townhouse.** An attached building that consists of three to ten units placed side-by-side with individual entries along the front. This type has a rear yard and is located within medium and high intensity walkable neighborhoods, or on or near a neighborhood main street.
4. **Transparency.** The area of a building frontage/facade that must contain transparent glass in order to improve building/tenant visibility and complement walkable environments.

18.29.100.U “U” Terms.

1. **Unit.** A discrete portion of a building.
2. **Upper Floor.** A floor in a building containing habitable space that is located above the ground floor.

18.29.100.V “V” Terms.

1. **Valance.** The vertical front face of an awning, parallel to the face of the building to which it is mounted.

18.29.100.W “W” Terms.

1. **Walkway.** A paved way located on one or more lots used for pedestrians and for the exclusive use of the lot owner(s), their guests, and invitees.

18.29.100.X “X” Terms.

No specialized terms beginning with the letter “X” are currently defined.

18.29.100.Y “Y” Terms.

No specialized terms beginning with the letter “Y” are currently defined.

18.29.100.Z “Z” Terms.

No specialized terms beginning with the letter “Z” are currently defined.

Monterey Corridor Form-Based Code

City of Morgan Hill
City Council Public Hearing

August 23, 2023

LWC



Introductions



City of Morgan Hill

Adam Paszkowski, CPD – Principal Planner



Lisa Wise Consulting, Inc.

Roger E. Eastman, AICP – Director

Abby Weizer – Associate

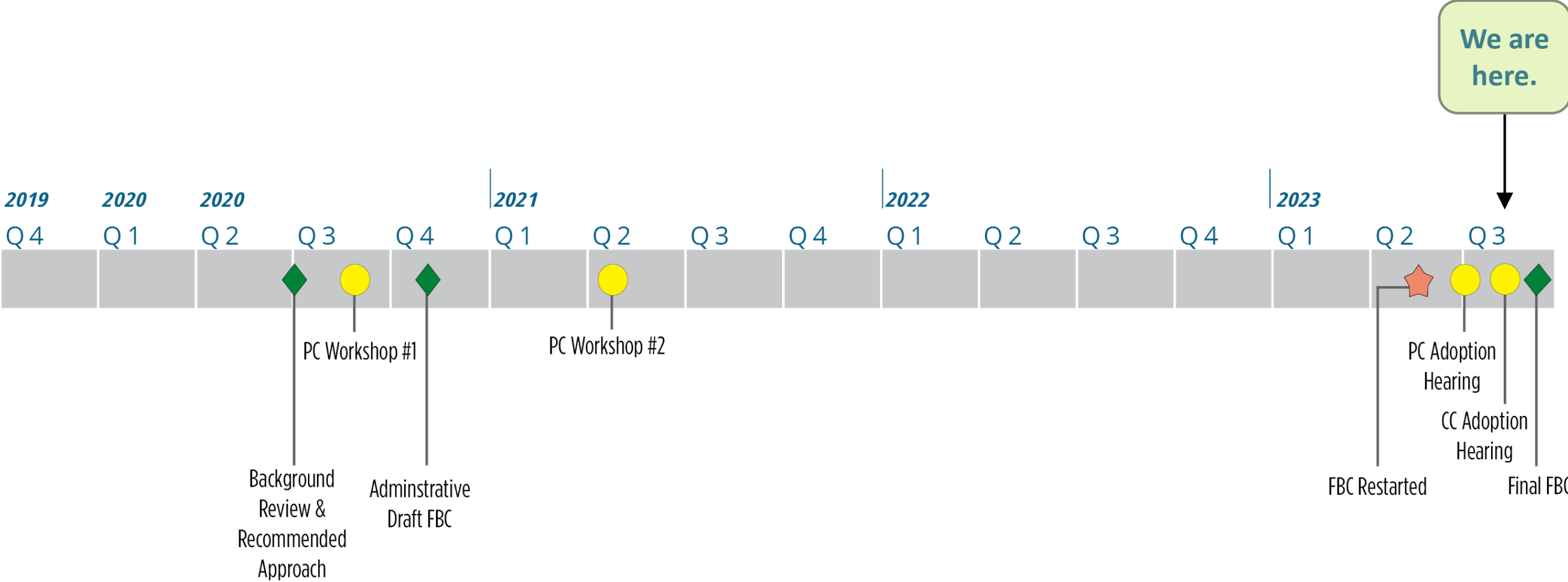
Today's Agenda

1. Project Background and Overview
2. Introducing Form-Based Codes (FBC)
3. Overview of the Morgan Hill FBC
4. Edits from July 25, 2023, Planning Commission Hearing
5. Impact of Recent California Housing Legislation
6. Summary and Concluding Thoughts
7. Questions, Discussion, and Decision

An aerial photograph of a landscape, likely a river valley. A city with a grid street pattern is visible in the center, surrounded by agricultural fields and some forested areas. A river or large water body is on the left side. The image is semi-transparent, serving as a background for the text.

Project Background and Overview

Process Overview



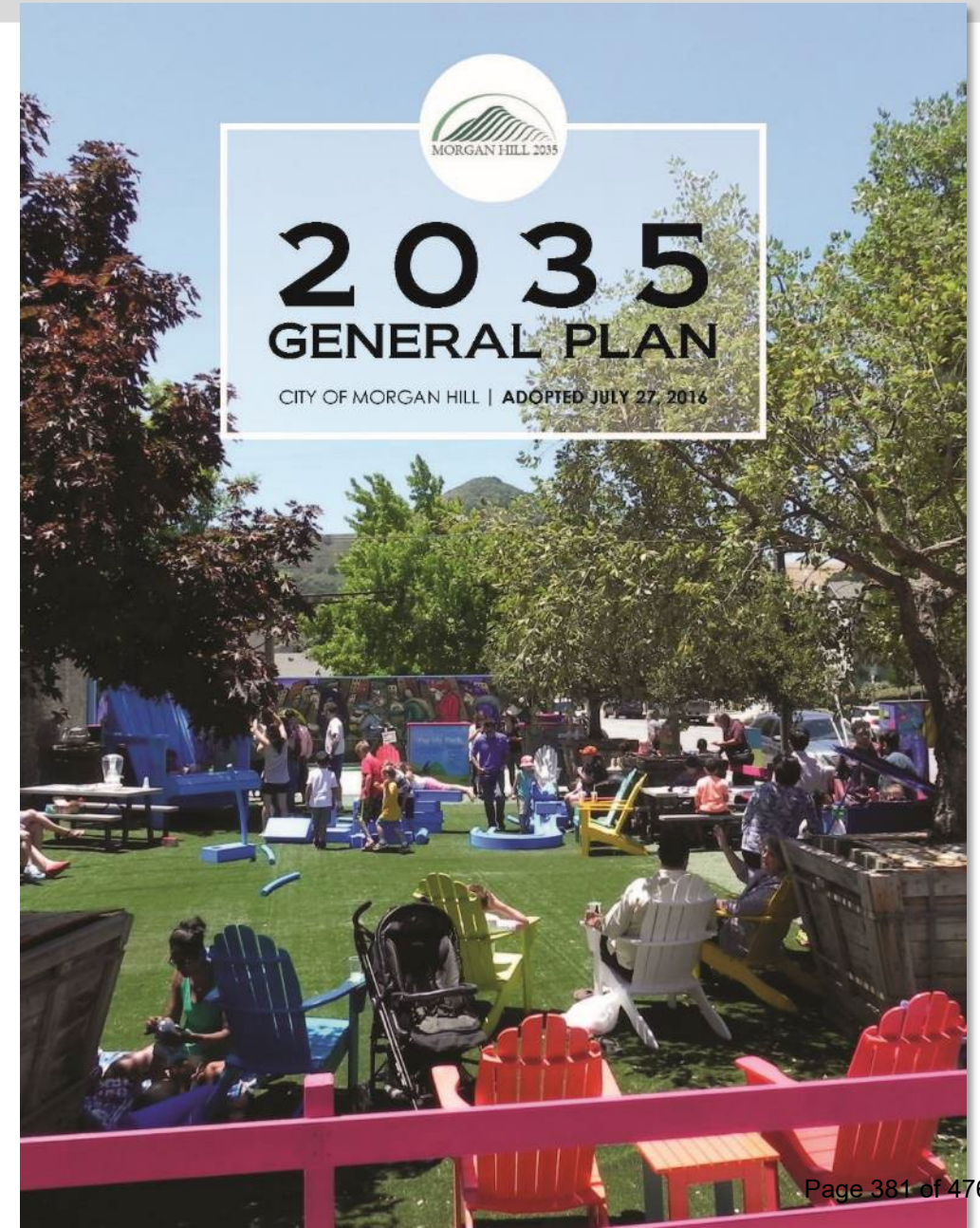
General Plan Corridor Vision

North and south of Downtown will transform from its current predominantly strip commercial character to a **vibrant mixed-use corridor** that **encourages walking and biking**.

Mostly implements the **Mixed-Use Flex** zone, 7 – 24 units/acre

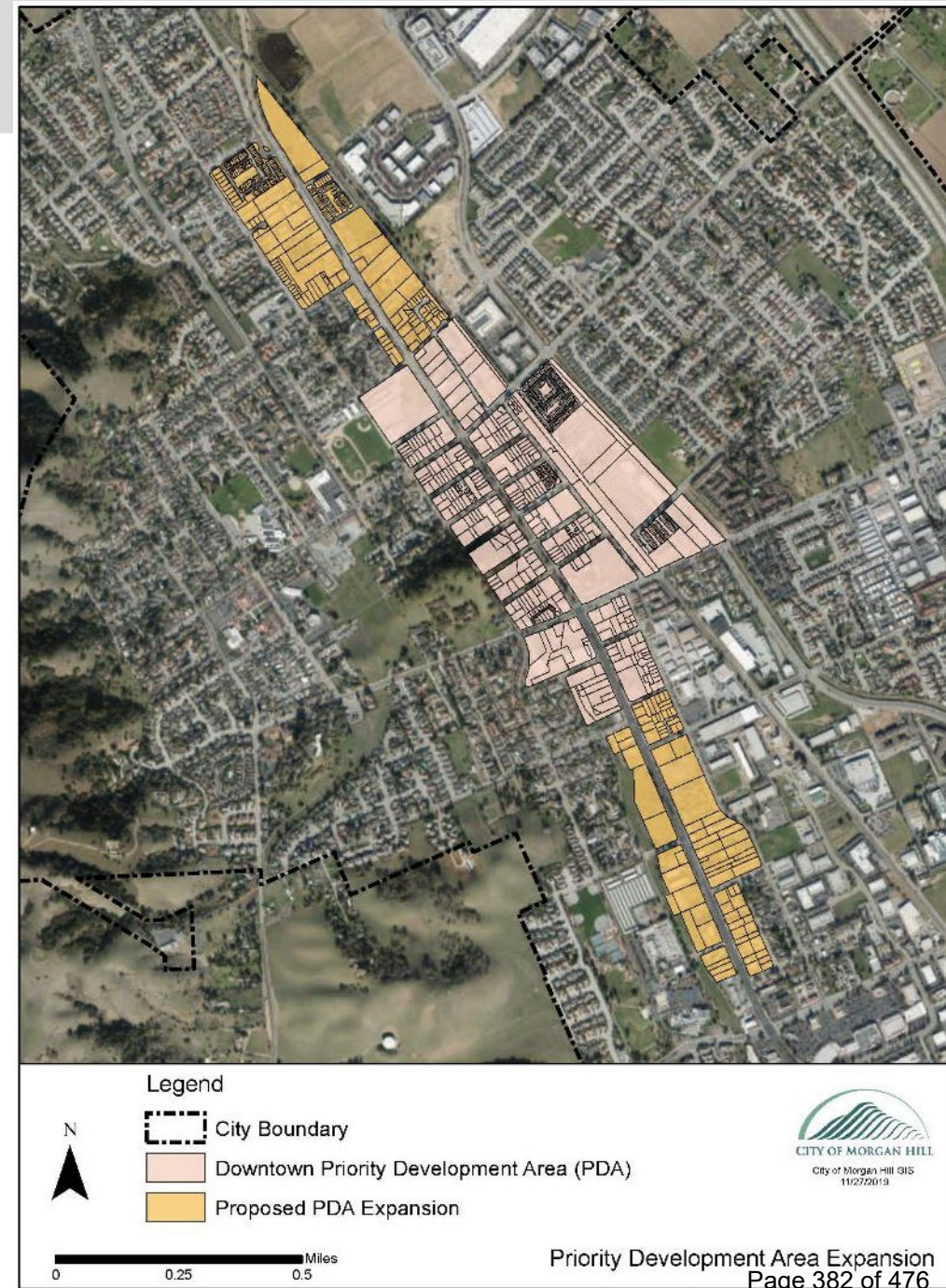
Buildings will front onto the street and a range of commercial and office uses will be located within close proximity to attached residential units.

Density will decrease with distance from Downtown.



Expansion of the PDA

- **PDA – Priority Development Area**
- With the expansion of the PDA, the City is required to update the Downtown Specific Plan.
- However, funding for the Specific Plan has not yet been provided.
- The FBC serves as the basis for the future Specific Plan update.



Introducing Form-Based Codes



What the community said it wanted ...



Source: Steve Price,
Urban Advantage

A well-intentioned policy statement: Infill and develop in existing urbanized areas. Build affordable multi-family housing near transportation corridors.

What the community actually got ...



*Source: Steve Price,
Urban Advantage*

A well-intentioned policy statement: Infill and develop in existing urbanized areas. Build affordable multi-family housing near transportation corridors.

Why does zoning matter?



- Zoning matters because of the type of place we want to create.
- Different places need different regulations.



Yesterday's Tools

Separation of Uses

This is “red” on the zoning map



Any Place, USA

... and so is this



Some Place, USA

Different Places Need Different Regulations



Walkable Urban



Transition



Drivable Suburban



What is a Form-Based Code?

A form-based code is a land development regulation that fosters **predictable built results** and a **high-quality public realm** by using **physical form** (rather than separation of uses) as the **organizing principle** for the code. A form-based code is a **regulation**, not a mere guideline, **adopted** into city, town, or county law. A form-based code offers a powerful alternative to conventional zoning regulation.

– Form-Based Code Institute

What is a Form-Based Code?

- The primary *goal* is to shape public space:
 - ✓ Place buildings to create a desirable ***public realm/public space***
 - ✓ Design great streets
 - ✓ Regulate building form
 - ✓ The goal of form-based codes is not about regulating style

NOTE: In Morgan Hill, the FBC does not regulate the public right-of-way – Monterey Corridor



Before



After

Regulating Mechanism

Conventional Zoning

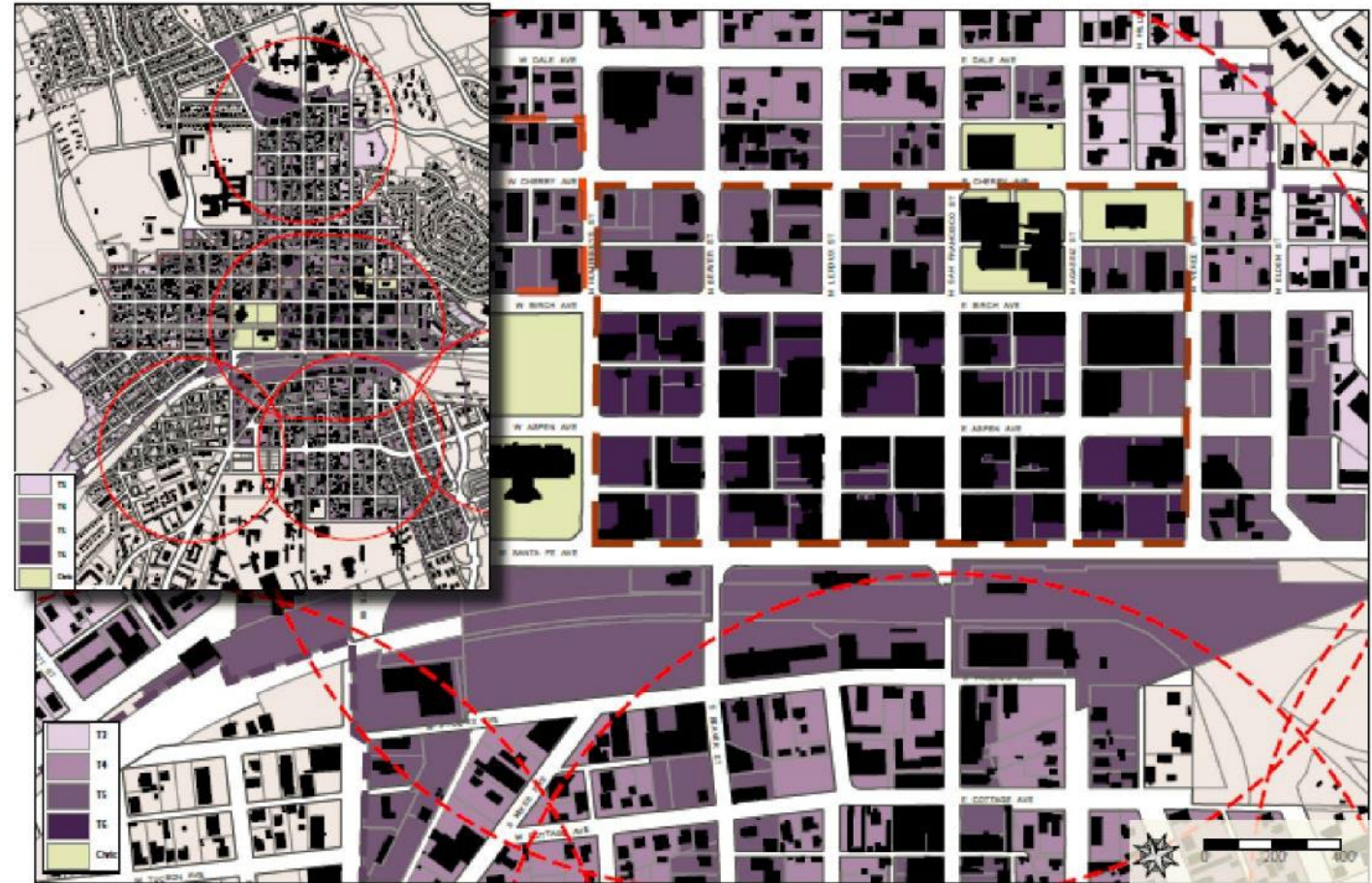


Form-based Zoning



FBC Elements

- Regulating Plan
- Form-Based Zones
- Building and Frontage Standards
- Civic Space Standards (Streets)
- Supplemental Standards
- Administration
- Definitions



Charrette Summary: Land Development Code Rewrite | Flagstaff, AZ
Opticos Design, Inc. & Lisa Wise Consulting

A.9

Why is a Form-Based Code Different?

Conventional Zoning:

... buildings are random



Form-Based Code:

... focus on public spaces and buildings



Why is a Form-Based Code Different?

Conventional Zoning:

... focus on land uses



Form-Based Code:

... focus on form of buildings and streets

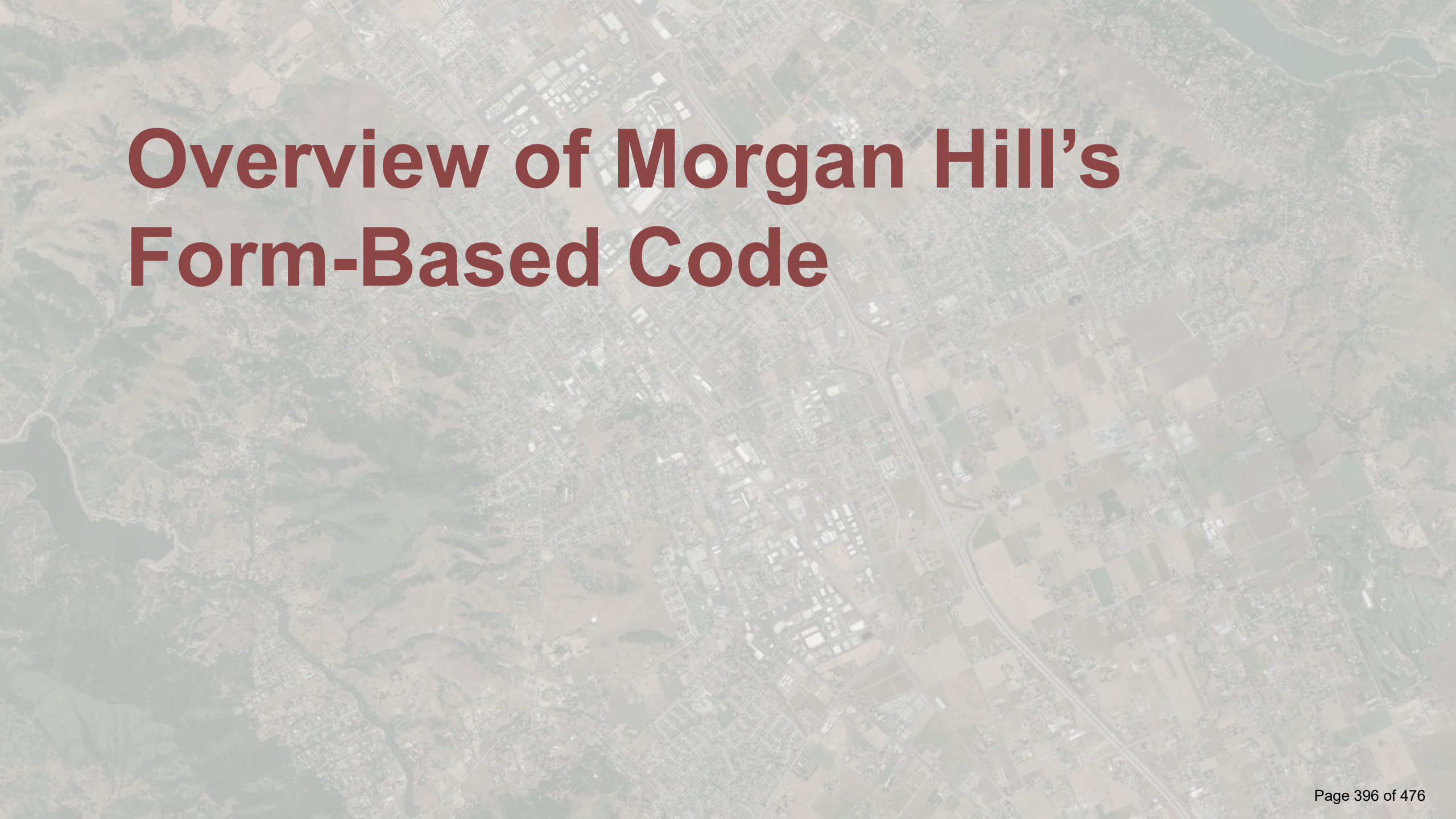


Common Applications of FBCs

Why do communities choose form-based codes?

- **Revitalize a Downtown**
- Transit-Oriented Development
- **Retrofit/Infill on Vacant or Underutilized Sites**
- **Protect Neighborhood/City Character**



An aerial photograph of Morgan Hill, California, serves as the background. The image shows a dense urban area in the center, surrounded by agricultural fields and some natural terrain. The text is overlaid on the left side of the image.

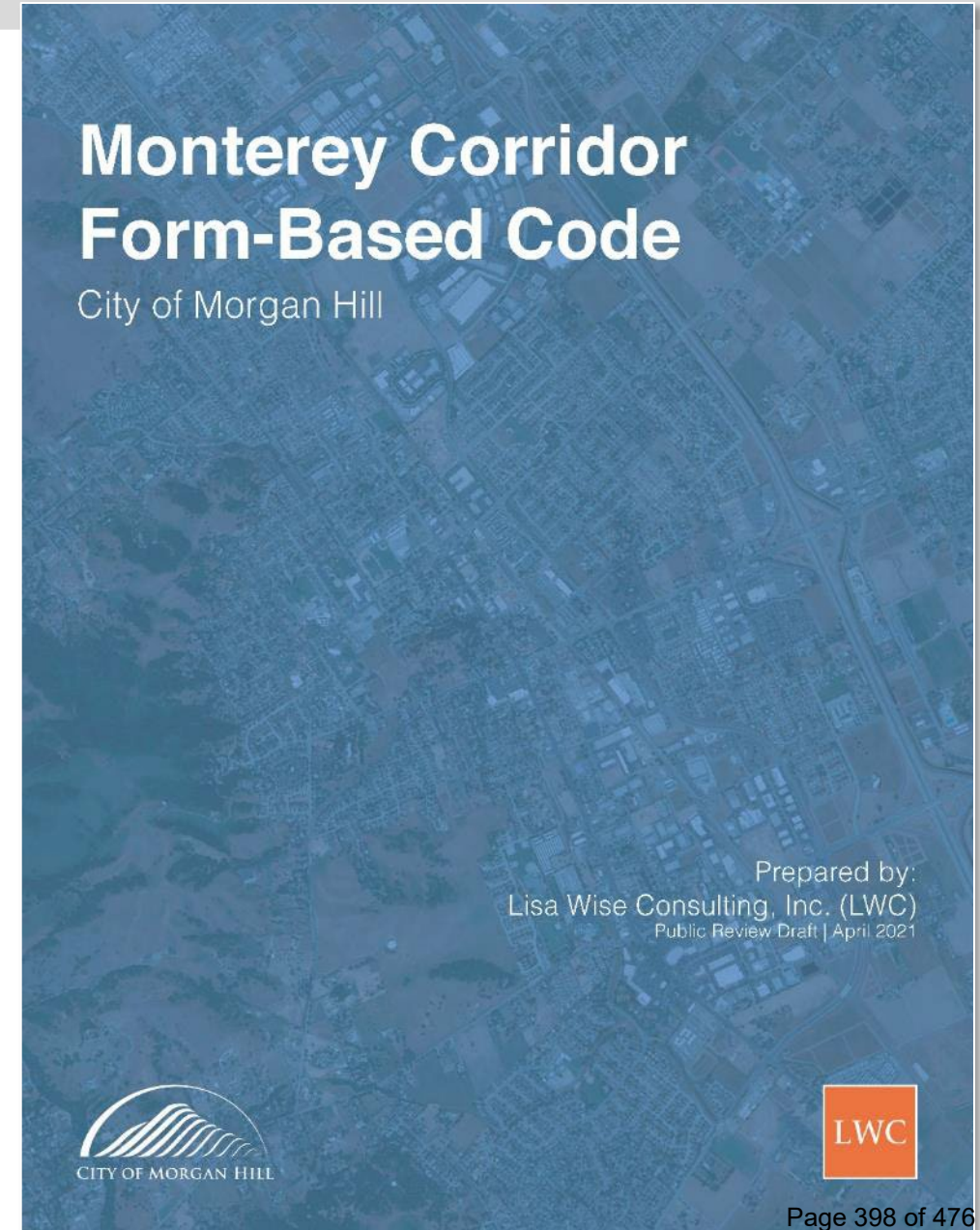
Overview of Morgan Hill's Form-Based Code

Morgan Hill Regulating Plan



Overview of the Morgan Hill FBC

- 18.29.010** Introduction
- 18.29.020** Purpose and Applicability of the Form-Based Code
- 18.29.030** Form-Based Zoning Districts
- 18.29.040** Building Type Standards
- 18.29.050** Frontage Type Standards
- 18.29.060** Civic Space Standards
- 18.29.070** Land Use Standards
- 18.29.080** Standards Supplemental to Form-Based
Zoning Districts
- 18.29.090** Permits and Administration for Form-Based
Zoning Districts
- 18.29.100** Definitions for Form-Based Zoning Districts



Section 18.29.030, Form-Based Zoning Districts

A. FB-N, Neighborhood Zoning District

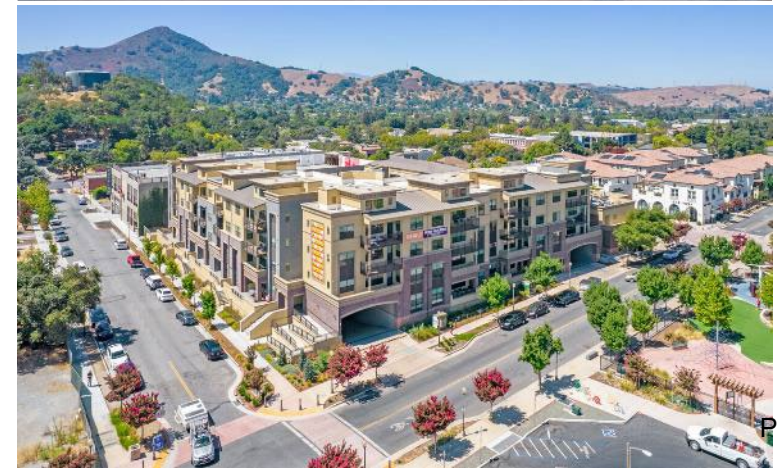
- Neighborhood character
- Housing accessible to range of income levels
- Walkable environment close to neighborhood-serving commercial uses

B. FB-C, Corridor Zoning District

- Mixed-use, walkable character
- Ground floor commercial or services uses with mix of residential, service and/or office uses on upper stories

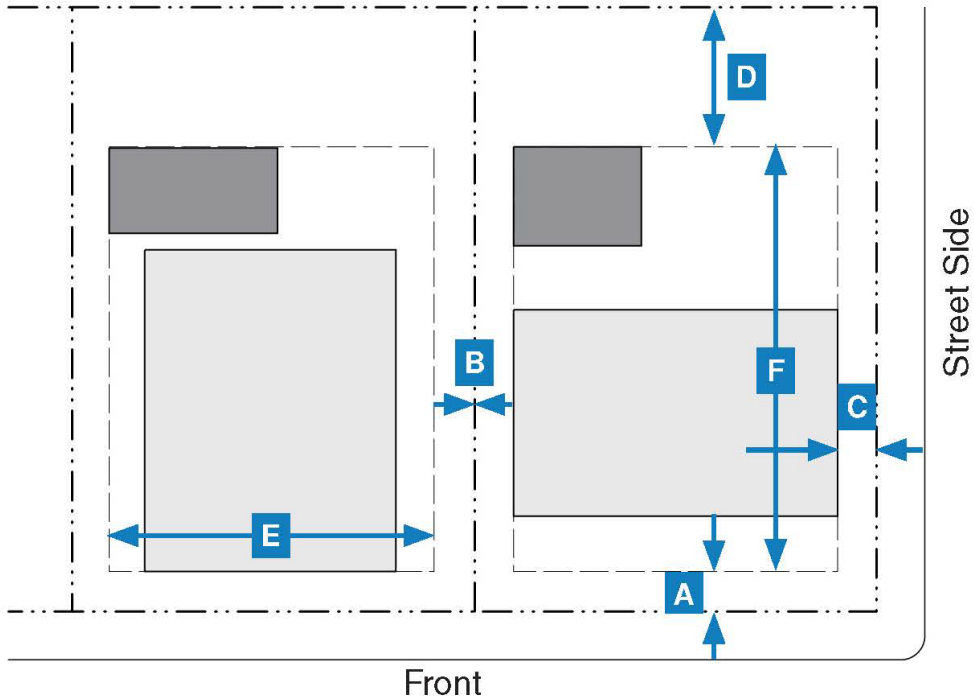
C. FB-UB Urban General Zoning District

- Business-oriented with variety of supporting uses and high-intensity residential projects
- Clustered job opportunity centers



Zone Standards

- Regulations vary based on the intensity of the zone to control lot dimensions, building placement, height, coverage, and encroachments
- Helps define and shape the public realm – more walkable



3. Building Placement

a. Principal Building Setback		
(i). Front	5 ft. min., 15 ft. max.	A
(ii). Interior Side	5 ft. min.	B
(iii). Street Side	5 ft. min., 15 ft. max.	C
(iv). Rear	15 ft. min.	D

b. Build-to-Zone		
(i). Front	70% min. within setback range	E
(ii). Street Side	30% min. within setback range	F

4. Permitted Building Types	
House	
Accessory Dwelling Unit	
Duplex/Duet	
Multiplex Small	
Bungalow Court	
Townhouse	

Section 18.29.040, Building Type Standards

Purpose and Intent/Applicability

House

Accessory Dwelling Units

Duplex/Duet

Multiplex Small

Multiplex Large

Bungalow Court

Townhouse

Courtyard Building

Main Street Building

Liner Building



Section 18.29.050, Frontage Type Standards

Purpose and Intent/Applicability

Forecourt

Front Yard

Porch, Engaged

Porch, Projecting

Shopfront

Stoop

Terrace



Section 18.29.060, Civic Space Standards

Purpose and Intent/Applicability

Passage

Pocket Park/Plaza

Plaza



Section 18.29.070, Land Use Standards

- A. Purpose and Applicability
- B. Permitted Land Uses
- C. Specific to Use Standards

Land Use	Permit Required by Zone			Additional Regulations
	FB-N	FB-C	FB-UG	
Residential Uses				
Accessory Dwelling Unit (ADU)	P	P	P	See Chapter 18.84
Duplex/Duet	P	P	P	See Subsection 18.29.100.D
Group Housing	P	P	P	
Live/Work Unit	P	P		
Mixed-Use Residential	P	P		
Multi-Family Dwellings	P	P		
Nursing Homes and Long-Term Care	C	C		
Residential Care Facilities	P	P		
Residential Care Facilities, Small	P	P		
Senior Housing, Independent Living	P	P		
Single-Family Attached Dwelling	P	P		
Single-Family Detached Dwelling	P	-		
Public and Quasi-Public Uses				
College and Trade Schools	C	P		
Community Assembly	C	C		
Cultural Institutions	A	A		
Day Care Centers	C	C		
Emergency Shelters	C	C		
Government Offices	A	A		
Home Day Care, Large	P	P		
Home Day Care, Small	P	P		
Hospitals	-	C		
Instructional Services	A	P		
Medical Offices and Clinics	A	P		
Park and Recreational Facilities	P	P		
Public Safety Facilities	C	C		
Schools, Public and Private	C	C		
Social Services	C	C		
Commercial Uses				
Veterinarian Clinics and Hospitals	C	C		
Banks and Financial Institutions	P	P		
Business Support Services	P	P		
Cinemas and Theaters	A	A		
Commercial Recreation, Indoor				
≤ 15,000 sq. ft.	A	P		
> 15,000 sq. ft.	A	A		
Land Use	Permit Required by Zone			Additional Regulations
	FB-N	FB-C	FB-UG	
Drive-Through Facilities	-	C	C	See Subsection 18.29.100.D
Eating and Drinking Uses				
Bars and Nightclubs	-	C	C	
Restaurant, Fast Food	C	P	P	
Restaurant, Sit Down	P	P	P	
Tasting Rooms	A	P	P	
Farmers Markets	A	A	A	
Lodging Facilities				
Bed and Breakfast	P	P	P	
Hotels and Motels	C	C	C	
Personal Services	A	P	P	
Professional Offices	A	P	P	
Retail				
Convenience Market	A	P	P	See Section 18.29.080
General Retail	A	P	P	
Vehicle-Related Uses				
Fuel and Service Station	-	-	C	
Vehicle Rentals	-	-	C	
Vehicle Washing	-	-	C	
Industrial Uses				
Food and Beverage Production				
< 5,000 sq. ft. ¹	-	P	P	
5,000 sq. ft. to 10,000 sq. ft. ¹	-	C	C	
Transportation, Communication, and Utility Uses				
Parking Lots or Structures ²	C	C	C	
Recycling Facilities				
Reverse Vending Machines	-	C	C	
Transportation Terminals	-	-	-	
Wireless Communication Facilities	See Chapter 18.96			
Other Uses				
Accessory Use(s)	See Chapter 18.44			
Home Occupations	See Section 18.92.060			
Temporary Use(s)	See Section 18.92.150			
Urban Agriculture				
Community Garden	A	A	A	

Section 18.29.080, Supplemental Standards

- A. Purpose and Applicability
- B. Landscaping Standards
- C. Outdoor Lighting Standards
- D. Open Space Standards
- E. Parking and Loading Standards
- F. Sign Standards

18.29.080.C Outdoor Lighting Standards

- Exterior lighting and parking lot lighting shall be provided, erected and maintained so any light is a fully-shielded light fixture and will not cast direct light or glare upon adjacent properties or public rights-of-way.
- A parking area with six or more parking spaces shall include outdoor lighting that provides a minimum illumination of 1.0 foot-candles over the entire parking area.
- All outdoor lighting along walkways, open space and recreation areas shall be provided with fully-shielded fixtures with a minimum illumination of 1.0 foot-candles.
- The following types of outdoor lighting are prohibited:
 - Unshielded Light Fixtures.
 - Search lights, laser lights, or similar high intensity light, except as necessary for security or safety.
 - Any lighting device located on the exterior of a building or on the inside of a building that causes intermittent fading, flickering, or glare that is visible from the property boundaries of the lot or parcel with intermittent fading, flickering, or glare.
 - Lighting that results in glare to motor vehicles on public rights-of-way.

18.29.080.D Open Space Standards

- Applicability.** Common and private open space is required for the building (Building Type Standards). Standards and requirements for each type of open space are provided in the Building Type Standards.
- Common Open Space.** All building types subject to common open space shall comply with the following provisions, unless otherwise indicated in Section 18.29.040 (Building Type Standards).
 - Minimum Area:** 15 percent of the site. The area requirement may be waived by the Planning Commission (see Section 18.29.060 (Civic Space Standards)), roof terrace, or roof deck.
 - Minimum Horizontal Dimension:** 15 feet.
 - Usability.** Common open space shall be accessible to all on-site residents. If the open space is used as a civic space type, the open space shall be publicly accessible.
- Private Open Space.** All building types subject to private open space shall comply with the following provisions.
 - Minimum Area:** 100 square feet per unit. The area requirement may be waived by the Planning Commission (see Section 18.29.060 (Civic Space Standards)), balcony, roof terrace, or other similar space.
 - Minimum Horizontal Dimension:** 12 feet.

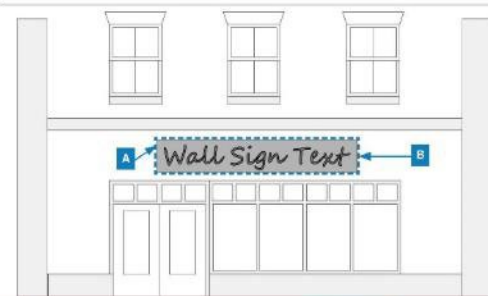
18.29.080.E Parking and Loading Standards

Parking and Loading Standards are provided in Chapter 18.72 (Parking and Loading Standards).



Standards	Requirements
Sign Type	Suspended
Max. Number	1 per tenant space
Max. Area	5 s.f. A
Max. Projection from Building Wall	No greater than the structure to which it is attached; May project into public right-of-way with permit approval
Min. Horizontal Clearance	2 ft. from street or drive aisle curb B
Min. Vertical Clearance	8 ft. C
Illumination	Internal or external illumination
Placement	Shall be suspended below a ground-level awning, canopy, or ceiling of an arcade

Table 18.29-11 Wall Signs



Standards	Requirements
Sign Type	Wall
Max. Number	1 per building frontage for single-tenant buildings and 1 per tenant space for multi-tenant buildings
Max. Height	Not to exceed the top of the parapet of the building wall to which it is attached A
Max. Area	See Subsection 18.29.040.F.6.a B
Max. Projection from Building Wall	10 in.
Illumination	Internal or external illumination

Changes from July 2023 PC Hearing

1. Removed “**typical**” and “**typically**” from building type text
2. Added both **projecting** and **engaged porches** to the permitted frontage types in the FB-C zoning district
3. Added **ground floor building height** limits in the FB-UG zoning district

6. Permitted Frontage Types

Forecourt

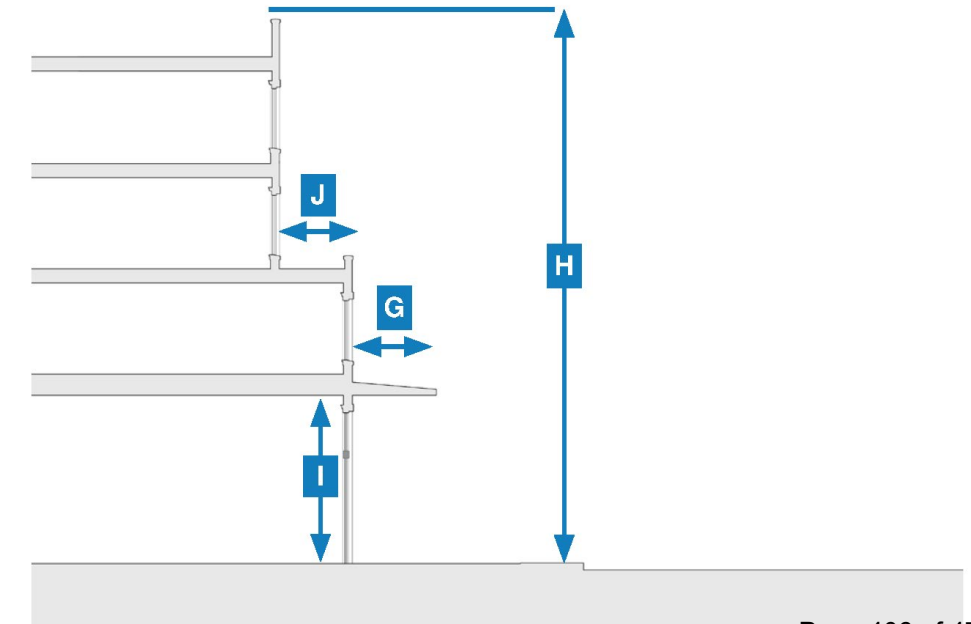
Porch, Engaged

Porch, Projecting

Shopfront

Stoop

Terrace



Impacts of Recent CA Housing Legislation

1. State law will always supersede any local zoning code's provisions (added to Section 18.29.020.C, Applicability)
2. Best practice – do not try to update City's zoning code for every state law requirement
3. The provision of housing is consistent across all zones
4. Regulating plan – mixed-use commercial on first floor; residential above, especially at intersections
5. Cross-references to existing zoning code e.g., ADUs
6. The FBC includes **objective** standards.

Table 18.29-2 Permitted Land Uses in the Form-Based Zoning Districts				
Land Use	Permit Required by Zone			Additional Information
	FB-N	FB-C	FB-UG	
Residential Uses				
Accessory Dwelling Unit (ADU)	P	P	P	See Chapter 18.29.020.C
Duplex/Duet	P	P	P	See Subsection 18.29.020.C.2
Group Housing	P	P	P	
Live/Work Unit	P	P	P	
Mixed-Use Residential	P	P	P	
Multi-Family Dwellings	P	P	P	See Subsection 18.29.020.C.2
Nursing Homes and Long-Term Care	C	C	C	
Residential Care Facilities	P	P	P	
Residential Care Facilities, Small	P	P	P	
Senior Housing, Independent Living	P	P	P	
Single-Family Attached Dwelling	P	P	P	
Single-Family Detached Dwelling	P	-	-	

Summary & Concluding Thoughts

- The FBC implements the Morgan Hill 2035 General Plan
 - create more vibrant mixed-use development on the Monterey Corridor
- Implements Mixed-use Flex (7-24 du/pa) land use designation
- FBC will serve as the basis for the future Downtown Specific Plan
- FBC provides predictable built results with new regulations
- Incorporates objective standards
- FBC is consistent with recent CA housing legislation
- Planning Commission recommendations are already incorporated into the FBC presented to the Council.



Thank you!



CITY COUNCIL STAFF REPORT

MEETING DATE: August 23, 2023

PREPARED BY:

Dat Nguyen, Finance Director

APPROVED BY: City Manager

ADOPT A RESOLUTION ESTABLISHING CREDIT CARD PAYMENT SERVICE FEES FOR UTILITIES, BUSINESS LICENSES, RECREATION SERVICES, AND ALL OTHER PAYMENTS MADE BY CREDIT CARD

RECOMMENDATION(S)

1. Open/Close public hearing;
2. Adopt a resolution establishing credit card service fees for utilities, business licenses, recreation services, and all other payments made by credit card;
3. Approve an additional 0.50 FTE Accounting Assistant II if the credit card service fee for utilities is established; and
4. Authorize the City Manager to review and adjust the credit service fees annually to offset any potential future increases in bank fees.

COUNCIL PRIORITIES, GOALS & STRATEGIES

2022-2023 Strategic Priorities

Fiscal Sustainability

Community Outreach, Engagement, and Messaging

REPORT NARRATIVE:

POLICY CONSIDERATIONS:

Should the City establish credit card service fees for payments made by credit card for:

- 1) Utilities; and or
- 2) Business licenses; and or
- 3) Recreation services; and or
- 4) All other.

REPORT NARRATIVE:

At the May 3, 2023 City Council meeting, the majority of the Council voted to direct staff to move forward with the possibility of charging credit card service fees on all City services. Staff does not recommend charging credit fees on utilities, business licenses, recreation services, and all other except the already established credit card fee for development services and transient occupancy tax (TOT) payments made by credit card, as many customers would opt to pay by cash or check, increasing staff workload, and negating the funds saved by passing along credit card fees. In addition, many utility

customers would avoid the fees, thus no longer opting to be environmentally friendly (having their statements sent via email and payments made electronically).

Currently, the City only charges credit card service fees of 2.7% on development services and TOT payments made by credit card. Recreation programs rely on easy-to-sign-up online services through credit card payment. Encouraging those to avoid online registration to pay in person is not recommended. It would be a near certainty that significant additional staffing costs would be required to manage an increase in cash and check payments for Recreation Services as well as Utilities and negate any additional revenues associated with the addition of credit card service fees. It may also result in fewer people enrolling in Recreation programs.

Staff surveyed surrounding cities and agencies that either process utility payments and or have recreation programs and services. None of the cities and agencies surveyed charge credit card service fees for utility payments and recreation programs and services. For utilities, surveyed cities include San Jose, Gilroy, Hollister, Watsonville, Santa Clara, and Scott Valley. For recreation programs and services, surveyed cities include Campbell, Gilroy, Santa Clara, Mountain View, Palo Alto, Sunnyvale, and the County of Santa Clara.

Charging of credit card service fees for utility payments may reduce the number of customers signing up accounts for auto pay and increase staff workload to process the expected higher number of payments by checks and or cash. The same would be applied to recreation programs and services. In addition, payment networks such as Visa and Mastercard would take away the low credit card service fees that they charge the City for utility payments made by credit card should the City implement credit card service fees for utility payments. Currently, payment networks charge the City \$0.75 per transaction for each utility payment made by credit card. Including payment processor and bank fees, the credit card service fee for utilities is about 1.5% versus about 3.0% or higher if the City does not qualify for the low credit card service fees for utility payments.

However, should the City Council move forward with establishing credit card service fees for utilities, business licenses, recreation services and or all other payments made by credit card, staff is proposing a credit service fee of 2.90% for business license payments made by credit card; 2.87% for recreation services; and 2.70% for utilities and all other payments made by credit card. In addition, staff is requesting the City Council to approve an additional 0.50 FTE Accounting Assistant II to assist with the anticipated increase in service demand as a result of the credit card service fee for utility payments.

Furthermore, due to the current system that the City is currently using for Recreation Services, implementing a credit service fee for Recreation Services is not feasible at this time. The Recreation Division is currently evaluating alternative software systems, but many of the software systems evaluated to this point do not have the ability to add a separate service fee for credit cards versus debit cards, which ultimately may result in the inability for Recreation Services to implement a credit card service fee. Recreation Services operates in a quasi-business model to achieve high levels of cost recovery,

with fees regularly adjusted by the Division and City Manager to ensure continued enrollment and cost recovery. The market for this software is specialized and products are typically designed towards the best practices for the field, resulting in this type of service fee not occurring as a normal practice. Therefore, this functionality may not be available. Should the new software allow for credit card only service fees and the Council choose to move forward in this area, staff could implement the credit card service fee for Recreation Services at a future time. It is preliminarily estimated that increased costs for staffing for the recreation facilities as a result of increasing in-person payments would total \$60,000 and likely result in a negative net revenue.

Finally, staff is recommending the Council to authorize the City Manager to review and adjust the credit card service fees annually to offset any potential future increase in bank and merchant processor fees when residents and customers are paying by credit card.

COMMUNITY ENGAGEMENT:

Inform

This public hearing has been properly noticed in the Morgan Hill Times on August 11, 2023. In addition, an e-blast was sent to all registered community members. Furthermore, an email was sent by HdL Companies, the City's third party business license processor, to Morgan Hill businesses as well as notification on the most recent utility bills to notify of this public hearing.

ALTERNATIVE ACTIONS:

The Council has the discretion not to adopt the potential fees or lower them.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On May 3, 2023, the majority of the Council voted to bring this item forward.

FISCAL AND RESOURCE IMPACT:

Staff does not anticipate any material increases in net revenue from the credit card service fees as any potential increases in revenue would be offset by an increase in staffing costs.

CEQA (California Environmental Quality Act):

Not a Project

Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

RESOLUTION NO. 23-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL ESTABLISHING CREDIT CARD SERVICE FEES FOR UTILITIES, BUSINESS LICENSES, RECREATION SERVICES, AND ALL OTHER PAYMENTS MADE BY CREDIT CARD

WHEREAS, the City Council, pursuant to Section 3.50.010 of the Morgan Hill Municipal Code (“Code”), requires the recovery of costs reasonably born from fees and charges levied in providing the regulation, products or services enumerated in Code Chapter 3.50 – Fee and Service Charge Revenue/Cost Comparison System; and

WHEREAS, the City of Morgan Hill has conducted a fee study to calculate the costs reasonably borne to the specified payment by credit card, which study has been available to the public for at least ten (10) days prior to the adoption of this Resolution; and

WHEREAS, the proposed establishment of the fees that are the subject of this Resolution was agendized for consideration by the City Council of the City of Morgan Hill at a duly noticed public hearing of the Council held on August 23, 2023 at which hearing all interested persons were afforded an opportunity to be heard on said proposed fees; and

WHEREAS, the Council heard all relevant testimony and reviewed all written materials submitted in connection with its hearing on this Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY FIND, DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

1. The City Council has conducted an extensive analysis of its credit card service fees, including the cost to the City for payments made by credit card; and
2. Based upon the analysis and the provided information, the City (i) identifies the purpose of the proposed fees, (ii) identifies the use to which the fees will be put, (iii) demonstrates a reasonable relationship between the fees’ use and the types of services on which the fees are imposed, and (iv) demonstrates a reasonable relationship between the amount of the fees and the cost of the City's services attributable to the applications on which the fees are imposed; and
3. The City Council finds and determines the fees calculations utilized to establish credit card service fees for utilities, business licenses, recreation services, and all other payments made by credit card will not cause fee revenues to exceed the estimated cost reasonably borne of providing the services which the fees are levied; and
4. The City Council hereby adopts and approves the establishment of credit service fees for utilities, business licenses, recreation services, and all other payments made by credit card as set forth in attached **Exhibit A** and incorporated by this reference; and

5. The City Council finds and determines that it is reasonable to annually adjust credit card service fees up to the amount charged by the City's banks and credit card processors; and
6. The City Manager or his/her designee is hereby authorized and directed to amend the City Fee Schedule to reflect the fees as set forth in **Exhibit A**.
7. Effective Date. This Resolution shall take effect upon its adoption; provided, however, that the New Fees established hereunder shall first be imposed and collected sixty (60) days from the date of adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Morgan Hill at a regular meeting held on the 23th day of August 2023.

AYES: **COUNCIL MEMBERS:**
NOES: **COUNCIL MEMBERS:**
ABSTAIN: **COUNCIL MEMBERS:**
ABSENT: **COUNCIL MEMBERS:**

APPROVED:

ATTEST:

MARK TURNER, Mayor

MICHELLE BIGELOW, City Clerk

∞ CERTIFICATION ∞

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-xxx, adopted by the City Council at a regular meeting held on August 23, 2023.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

DATE: _____

Michelle Bigelow, City Clerk

EXHIBIT A

**PROPOSED CREDIT CARD SERVICE FEES FOR UTILITIES,
BUSINESS LICENSES, RECREATION SERVICES, AND ALL
OTHER PAYMENTS MADE BY CREDIT CARD**

UTILITY BILLING

Total amount processed less debit and prepaid cards from January 2021 to December 2022	\$14,961,173
Total credit card fees less debit and prepaid cards fees paid by City from January 2021 to December 2022	\$226,437
Percentage	1.51% *
CURRENT FEE	0.00%
PROPOSED FEE	2.70%

* At discount rate for payment classified as utilities and for not imposing credit card fee.

BUSINESS LICENSE

Total amount processed less debit and prepaid cards from January 2021 to December 2022	\$512,983
Total credit card fees less debit and prepaid cards fees paid by City from January 2021 to December 2022	\$14,877
Percentage	2.90%
CURRENT FEE	0.00%
PROPOSED FEE	2.90%

RECREATION SERVICES

Total amount processed less debit and prepaid cards from January 2021 to December 2022	\$1,596,734
Total credit card fees less debit and prepaid cards fees paid by City from January 2021 to December 2022	\$45,835
Percentage	2.87%
CURRENT FEE	0.00%
PROPOSED FEE	2.87%

ALL OTHER

Total amount processed less utilities, debit and prepaid cards from January 2022 to February 2023	\$2,068,394
Total credit card fees less utilities, debit and prepaid cards fees paid by City from January 2022 to February 2023	\$56,108
Percentage	2.71%
CURRENT FEE	0.00%
PROPOSED FEE	2.70%

CITY COUNCIL STAFF REPORT

MEETING DATE: August 23, 2023

PREPARED BY:

Jennifer Carman, Development Services Director

APPROVED BY: City Manager

APPROVE DESIGN GUIDELINES FOR VEHICLE DEALERSHIPS

RECOMMENDATION(S)

Approve Design Guidelines for Vehicle Dealerships

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Maintaining and Enhancing Infrastructure

Supporting our Youth, Seniors, and Entire Community

Preserving and Cultivating Public Trust

2022-2023 Strategic Priorities

Economic Development

Guiding Documents

Economic Blueprint

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

On June 21, 2023, the City Council approved an ordinance amending section 18.24.020 (Land Use Regulations) of 18.24 (Commercial Zoning Districts) of Title 18 (Zoning) of the Municipal Code of the City of Morgan Hill amending the Administrative Office (CO) Zoning District to allow vehicle-related uses and other compatible uses on minimum one-acre lots. As part of the City Council's adoption of the proposed ordinance, the Council directed staff to return with specific design guidelines for vehicle sales.

To assist with the development of the guidelines, the City has engaged the services of Frank Fuller of Urban Design Studio to review best practices across the architectural design community to help create design guidelines as well as visual depictions that articulate good design elements.

With the addition of Vehicle Sales uses to the Administrative Office (CO) zoning district, there is potential for new auto dealerships or other vehicle sales uses to establish in Morgan Hill. The City has the opportunity to guide how the site design and general appearance of these uses will look and feel to surrounding properties and the public. While individual businesses often have OEM (Original Equipment Manufacturer)

standards for building design, the unification of individual site design standards can help bring different uses together in a cohesive pattern that complements one another.

Through Design Guidelines, the City also has the ability to prohibit undesirable features of typical dealerships seen throughout the Bay Area.

City staff presented draft Design Guidelines to the Planning Commission on August 8, 2023 for discussion and comment. The Planning Commission was generally supportive and suggested additional items for consideration that are included in this report.

The proposed Design Guidelines (Attachment 1) are intended to be applied to new vehicle dealerships in addition to the existing regulations and guidelines as contained in the Morgan Hill Municipal Code and Architectural Review Handbook. Vehicle dealerships located within an existing PD are not subject to the proposed Design Guidelines.

The proposed Design Guidelines are organized to address public and City Council concerns in the following areas: Site, Building, Landscaping, Parking, Lighting and Signage. The proposed guidelines encourage sites and buildings to be clean, high quality, subtle, and sophisticated. They encourage buildings and showrooms to orientate towards the street and utilize 360-degree architecture. They encourage the integration of service areas and general operations into the building design to minimize unsightly public right-of-way facing views. The proposed guidelines discourage large swaths of parked cars, light pollution, impacts on adjacent properties, and undesirable features. City staff will have the ability to review and address design features and elements during the Design Review and entitlement process.

Lastly, Design Guidelines are just one of the tools that can be used to influence how auto dealerships develop. In most cases, an auto dealership developer will require financial incentives such as a fee freeze agreement, a fee financing agreement, and/or a sales tax sharing agreement in order to make the project financially feasible. These incentives can be used to help shape the project in a way that is compatible with the surrounding neighborhoods and the Morgan Hill community.

COMMUNITY ENGAGEMENT:

On Monday, July 31, City staff held a meeting with community stakeholders who had previously expressed an interest in the CO Zoning Text Amendment and the location of auto/vehicle dealers on the Trammell Crow North 30 property to hear their concerns and gather feedback to be included in the design guidelines. On August 8, 2023, staff held a public workshop with the Planning Commission to review draft guidelines and receive additional input.

ALTERNATIVE ACTIONS:

The City Council could choose to modify the proposed Design Guidelines for Vehicle Dealerships or could choose not to adopt the proposed Design Guidelines and allow the existing Morgan Hill Municipal Code and Architectural Review Handbook to guide the design of any future vehicle dealership.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On June 21, 2023, the City Council directed staff to develop design guidelines for vehicle sales as part of the changes to the Administrative Office (CO) Zoning District to allow vehicle-related uses and other compatible uses on minimum one-acre lots.

On August 8, 2023, the Planning Commission reviewed draft Design Guidelines and provided discussion and comment.

FISCAL AND RESOURCE IMPACT:

The proposed Design Guidelines have no fiscal impact.

CEQA (California Environmental Quality Act):

There are no new significant environmental impacts or previously identified significant impacts associated with the Project. Therefore, the City determined that an Addendum to the Morgan Hill 2035 General Plan Final Environmental Impact Report (EIR) is the appropriate California Environmental Quality Act (CEQA) document to address project modifications in accordance with CEQA Guidelines Section 15164. CEQA Guidelines Section 15164(c) provides that an addendum need not be circulated for public review.

City of Morgan Hill
Design Guidelines for Vehicle Dealerships
August 23, 2023

Applicability

The following Design Guidelines are to be applied to new vehicle dealerships. The Design Guidelines apply in addition to existing regulations and guidelines as contained in the Morgan Hill Municipal Code and Architectural Review Handbook. Vehicle dealerships located within an existing PD are not subject to the Design Guidelines.

Site Design

1. Site frontages of highways and public streets should minimize the number of visible vehicles in exterior display areas.
2. Showrooms are encouraged over exterior vehicle display areas that front onto a public street. Interior vehicle display should be limited to ground level and second floor only.
3. To enhance the visual prominence of the dealership building, interior vehicle showrooms should be located on the front portion of the site and oriented towards the street.
4. To reduce visual presence of vehicle maintenance areas, vehicle service entrances and service bays should be integrated within the design of the main building, when possible, be less prominent than the main building, and screened from public right-of-way vantage points.
5. For contiguous dealerships, dealerships should be designed to provide cohesive vehicular and pedestrian access and connectivity between dealerships and other adjacent uses for ease of customer accessibility.
6. Onsite circulation should include efficient space to support vehicular deliveries and auto service access to reduce overflow to off-site parking.
7. To improve the visual aesthetics of contiguous dealerships, large expanses of exterior vehicle display and storage areas should be divided into smaller areas with landscaping.
8. Vehicle exterior display areas, which are elevated above grade (i.e., display pedestals of any type), and exterior display areas with automated movement are prohibited.
9. Outdoor amenities, including seating, tables, and covered areas with shade, are encouraged on dealership sites.
10. Noise on dealership sites from a public address system, from service departments, or other sources should be minimized.
11. Accessory structures, including charging stations for electric vehicles, should be consistent with the overall design of the dealership, especially for contiguous dealerships.

Building Design

12. A compatible architectural design is encouraged for contiguous dealerships in order to create a visually unified and attractive environment.
13. Dealership buildings should have high quality architectural designs with recessed windows and entries that include large display windows.
14. All sides of a building that are visible from public right-of-way vantage points should have a consistent architectural quality, design, and use of materials. When adjacent to the freeway or between two streets, buildings should consider two frontages or 360-degree architectural design.
15. Parked and stored vehicles in a building should be screened from view except in ground or second level showrooms.
16. Service bay entrances should be designed to minimize sight lines into the interior of service bays and parts departments.
17. Accessory and ancillary structures should be architecturally compatible to the overall design of the dealership.

Landscaping

18. All landscaping features will be required to meet the City Water Efficiency Ordinance.
19. Landscape buffers should be incorporated along frontages of highways and public streets.
20. Large stormwater retention and treatment basins should be located away from public streets, when possible.
21. Accent paving such as stamped concrete or pavers is encouraged at main entrances.
22. For contiguous dealerships, landscaping, screening walls, and fences should be complementary amongst dealerships.

Parking

23. Customer and employee parking and storage of vehicles for dealerships should be accommodated within the boundaries of each dealership and not on public or private streets.
24. Structured parking is encouraged. Vehicle parking and storage within structures or on the roofs of buildings should not be visible from ground level vantage points.

Lighting

25. Parking areas should have lighting capable of providing adequate illumination for security and safety.
26. Lighting should be energy-efficient and have brightness and color necessary for the use of the on-site vehicles and structures, as well as for the needs of pedestrians.
27. Lighting levels of interior and exterior vehicle display areas should be minimized after normal business hours.
28. Lighting levels need to be in conformance with the City of Morgan Hill performance standards.
29. Lighting on dealership site areas and buildings should have fixtures that shield direct light from visibility from neighboring properties and from public streets.
30. Lighting sources on dealership site areas and buildings should not have motion, such as search lights that are aimed at the sky.
31. Building illumination and architectural lighting should be indirect in character (light sources should be minimally visible). Indirect wall lighting or “wall washing”, exterior overhead down lighting, or interior indirect illumination that spills outside the building is encouraged. Architectural lighting should articulate and animate building design and provide functional lighting for the safety and clarity of pedestrian movement.

Signage (The signage Design Guidelines are reflective of standards that are included in the Morgan Hill Municipal Code Chapter 18.88)

32. Electronic or digital billboards are discouraged.
33. Signs should have a unified and coordinated approach to design, including materials, color, type, size, lighting, placement, and the design should be in accordance with a Master Sign Program that is approved by the Planning Commission.
34. Signage design should have a consistent approach for size, lighting and placement amongst multiple vehicle dealerships that are contiguous on a single site.
35. Wayfinding signage for both vehicle and pedestrian movement is encouraged.
36. Any Freestanding Freeway-Oriented signs adjacent to the Highway 101 right-of-way (pursuant to MHMC Section 18.88.100.C) should be shared by multiple dealerships, located to be seen from both directions of traffic, and exhibit the architectural theme of

City of Morgan Hill
Design Guidelines for Vehicle Dealerships
August 23, 2023

the associated dealership.

37. Items which move in the wind, such as large banners, large flags, balloons, and inflatable objects are prohibited on vehicle dealership sites, except for one flagpole per dealership. The following types of signs are prohibited per MHCC Section 18.88.050:
 - a. Banner signs
 - b. Inflatable signs
 - c. Pole signs
 - d. Roof signs
 - e. Portable signs
 - f. Neon signs
38. Temporary signs are allowed in accordance with MHMC Section 18.88.120
39. Temporary promotional banners and flags are exempt from the Master Sign Program requirements.

CITY COUNCIL STAFF REPORT

MEETING DATE: August 23, 2023

PREPARED BY:

Dat Nguyen, Finance Director

APPROVED BY: City Manager

RECEIVE MONTHLY BUDGET UPDATE; PRELIMINARY FY 22-23 FINANCIAL AND INVESTMENT REPORTS; AND CITY MANAGER AUTHORITY REPORT.

RECOMMENDATION(S)

Accept and file Preliminary Fiscal Year (FY) 2022-2023 Financial and Investment Report and City Manager Authority Report.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Preserving and Cultivating Public Trust

2022-2023 Strategic Priorities

Fiscal Sustainability

Community Outreach, Engagement, and Messaging

REPORT NARRATIVE:

As part of the City Council's expectation to maintain a high level of transparency and to be responsible stewards of public funds, staff is providing the monthly budget update, and the preliminary Fiscal Year (FY) ending June 30, 2023 financial and investment reports.

Preliminary Fiscal Year Ending June 30, 2023

General Fund:

Revenues totaled \$52.0 million, slightly more than the amended budget of \$51.7 million. This is primarily due to higher tax collections, while TOT and recreation services revenues continued to be negatively impacted from the pandemic. However, recreation services performed better than budget on a net basis. Preliminary General Fund expenditures and encumbrances for the fiscal year ending June 30, 2023 totaled \$56.1 million, of which approximately \$2.7 million is attributable to outstanding encumbrances, compared to prior year expenditures, including encumbrances, of \$48.4 million. This represents an increase of \$7.7 million, including encumbrances, compared to the prior year. Excluding the encumbrances, expenditures increased by about \$6.6 million mainly due to new programs launched this year, such as Innovative Transit and County Solid Waste Program, the gradual recovery in Recreation Services, as well as additional staffing programmed in the current year along with better staff recruitment and retention

efforts citywide.

Development Services:

Preliminary revenues for the fiscal year ending June 30, 2023 totaled \$5.9 million, slightly lower than the prior year's actual of \$6.0 million and the current year's amended budget of \$6.2 million. Preliminary FY22-23 expenditures, including encumbrances, totaled \$5.9 million. The net result is zero impact to the fund balance, which matches the budget.

Enterprise Funds:

Water and Wastewater revenues totaled \$59.9 million. The Wastewater Operating Fund's preliminary total revenue amounted to \$15.3 million, better than budget by approximately \$0.5 million or about 4%. The Water Operating Fund's preliminary total revenue amounted to \$18.1 million, approximately \$0.5 million or about 2% more than budgeted. Preliminary FY 2022-23 expenditures, including encumbrances for the Enterprise Funds totaled \$63.9 million. Per the City Council reserve policy, any excess funds after appropriate reserves have been set aside for the Operating and Rate Stabilization Reserve Funds, shall be transferred to capital projects for the ongoing maintenance and improvement of the City's utilities systems. For FY 2022-23, Wastewater Operating Funds will transfer approximately \$4.0 million and Water Operating Funds will transfer approximately \$5.5 million to capital projects funds.

City Manager's Authority Report

Pursuant to the City Council Policy 18-05 – Report on delegation of authority to City Manager, Page 21 of Attachment 1 lists the contracts and or agreements between \$25,000 to \$60,000, or the limit of the California Uniform Public Construction Cost Accounting Act (CUPCCAA), entered into by the City Manager since the last report from April 4, 2023, through August 10, 2023.

COMMUNITY ENGAGEMENT:

Inform

Finance staff prepares these financial reports to inform City officials, the Council, the community, and various lenders and stakeholders about the financial health of the organization, which assists each one of the interested parties in making sound financial and investment decisions.

ALTERNATIVE ACTIONS:

Not Applicable

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council receives and files the financial and investment report for each month. At the September 16, 2015 meeting, City Council recommended monthly financial and investment reports be agendaized under the Consent Agenda, and quarterly financial and investment reports be presented to City Council as an "Other Business" item.

FISCAL AND RESOURCE IMPACT:

The preparation of the report is a part of the Finance workplan.

CEQA (California Environmental Quality Act):

Not a Project

Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

CITY OF MORGAN HILL
Monthly Financial and Investment Reports
June 30, 2023 - 100% of Year Complete



CITY OF MORGAN HILL

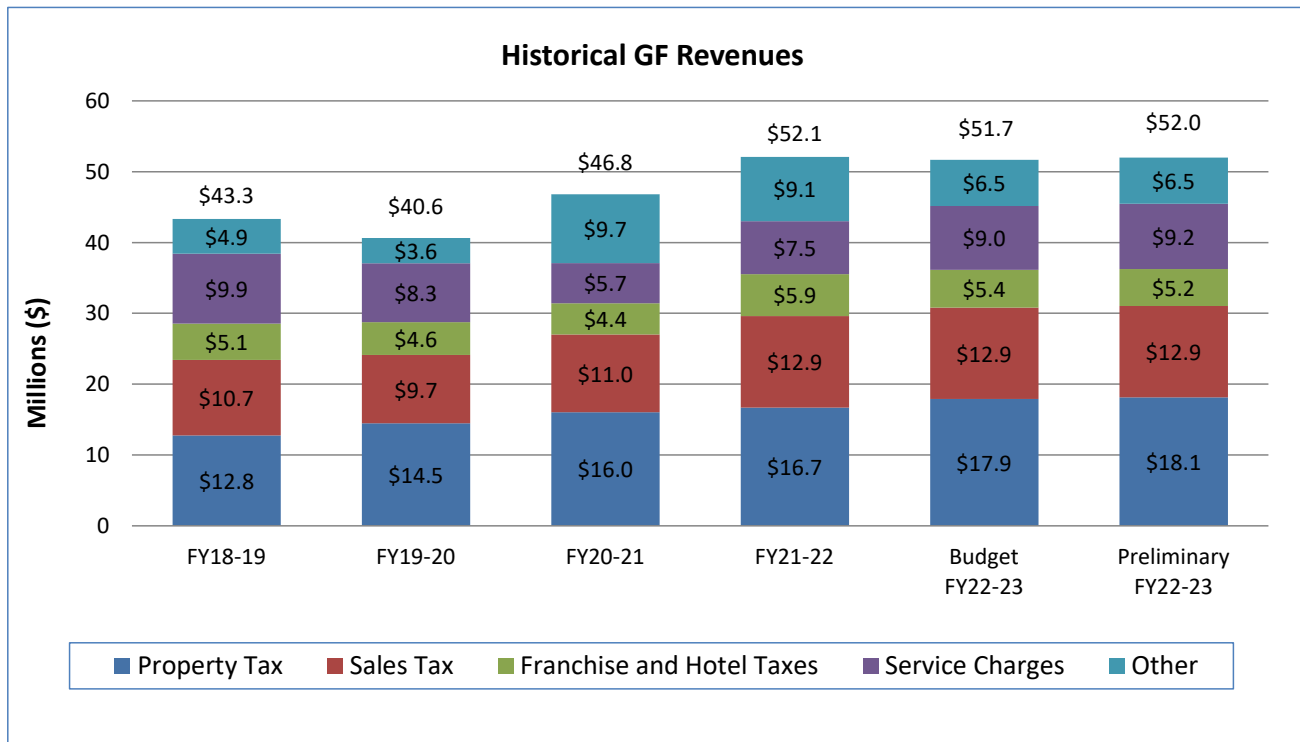
Prepared by:
FINANCE DEPARTMENT



CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2022-23
FOR THE MONTH ENDED JUNE 2023 – 100% OF YEAR COMPLETE

- **General Fund** – Preliminary revenues for the fiscal year ending June 30, 2023 totaled \$52.0 million, slightly more than amended budget of \$51.7 million. This is mainly due to higher tax collections, while TOT and recreation services revenues continued to be negatively impacted from the pandemic. However, recreation services performed better than budget on a net basis.

The chart below shows historical General Fund revenues by major revenue category from FY18-19 through FY21-22 Actual, FY22-23 Budget, and Preliminary FY22-23.



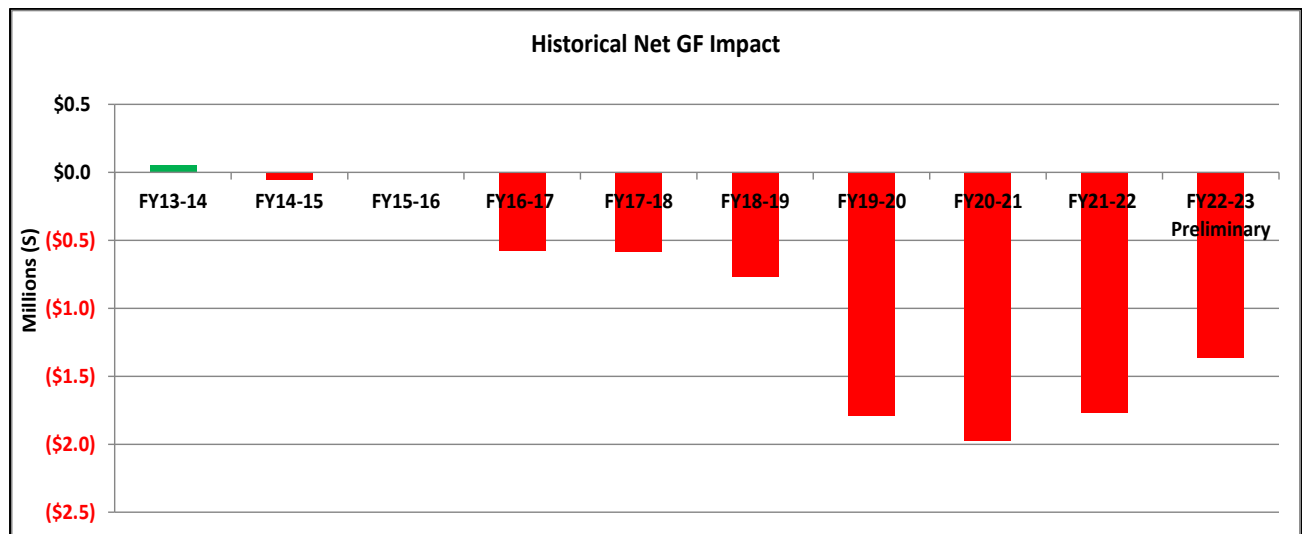
Preliminary General Fund expenditures and encumbrances for the fiscal year ending June 30, 2023 totaled \$56.1 million, of which approximately \$2.7 million is attributable to outstanding encumbrances, compared to prior year expenditures, including encumbrances, of \$48.4 million. This represents an increase of \$7.7 million, including encumbrances, compared to the prior year. Excluding the encumbrances, expenditures increased by about \$6.6 million mainly due to new programs launched this year, such as Innovative Transit and County Solid Waste Program, the gradual recovery in Recreation Services, as well as additional staffing programmed in the current year along with better staff recruitment and retention efforts citywide.

- **Community Services** – The Community Services Department’s recreation operations, as reflected in the schedule presented on page 7 of the Monthly Financial and Investments Reports, shows a negative impact to the General Fund of approximately \$1.4 million for FY22-23. However, this is better than the budgeted net impact to the General Fund of \$1.7 million mainly attributable to higher rental revenue and conservative spending.



CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2022-23
FOR THE MONTH ENDED JUNE 2023 – 100% OF YEAR COMPLETE

The chart below shows the historical net impact of Recreation Operations to the general fund.



Due to longstanding governmental accounting and budgeting convention, the City's recreation operations are not charged for indirect costs (known in Morgan Hill as "General Fund Administration") from the central services departments of City Attorney, City Manager, and Administrative Services. The City's other governmental funds, such as Development Services, and the proprietary funds, such as Water and Wastewater, and the Information Services Fund, are assessed such charges through the City's indirect cost allocation plan, prepared in compliance with the guidelines set forth in the Code of Federal Regulations Title 2, Chapter II, Part 200 (formerly OMB Circular No. A-87), which mandates certain calculation and cost allocation practices that must be followed in order to qualify for Federal grant funding, but which also represents best practice for non-grant funded City operations like utilities and information services.

- **Development Services Fund** – Preliminary revenues for the fiscal year ending June 30, 2023 totaled \$5.9 million, slightly lower than the prior year's actual of \$6.0 million and the current year's amended budget of \$6.2 million. Preliminary FY22-23 expenditures, including encumbrances, totaled \$5.9 million.
- **Debt Service Funds** – Expenditures for the fiscal year ending June 30, 2023 totaled \$0.7 million. The debt service for the first half of the year includes both interest and principal, while the second half of the year will include interest only. Debt service payments were all scheduled when the bonds were issued and are budgeted for in the months delineated in the underlying bond documents. The General Fund's portion of the annual debt service payments is approximately \$200,000, less than one percent of the General Fund's budgeted revenues.



CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2022-23
FOR THE MONTH ENDED JUNE 2023 – 100% OF YEAR COMPLETE

- **Wastewater Operations** – Preliminary revenues for the fiscal year ending June 30, 2023 totaled \$15.3 million. Expenditures and outstanding encumbrances totaled \$16.1 million or 87% of the budget. The table below shows historical Wastewater Operations revenues and expenditures from FY18-19 through FY21-22 Actual, FY22-23 Budget, and Preliminary FY22-23.

(amount in millions)	FY18-19	FY19-20	FY20-21	FY21-22	Budget FY22-23	YTD FY22-23
Revenues	11.4	11.9	13.3	14.9	14.8	15.3
Expenditures	11.4	12.3	13.3	14.8	16.3	16.1
Operating Margin	-	(0.4)	-	0.1	(1.5)	(0.8)
Operating Margin without Encumbrances	0.4	(0.1)	-	0.1	(1.5)	(0.7)

- **Water Operations** – Water Operations includes Utility Billing, Water Conservation, and Water Operations. Preliminary revenues for the fiscal year ending June 30, 2023 totaled \$18.1 million. Water Operations expenditures, including outstanding encumbrances, totaled \$16.6 million. Morgan Hill residents consumed about 16% less water through June compared to the prior three-year average. As such, the 15% revenue stabilization water rate has been implemented. The table below shows Water Operations revenues and expenditures from FY18-19 through FY21-22 Actual, FY22-23 Budget, and Preliminary FY22-23.

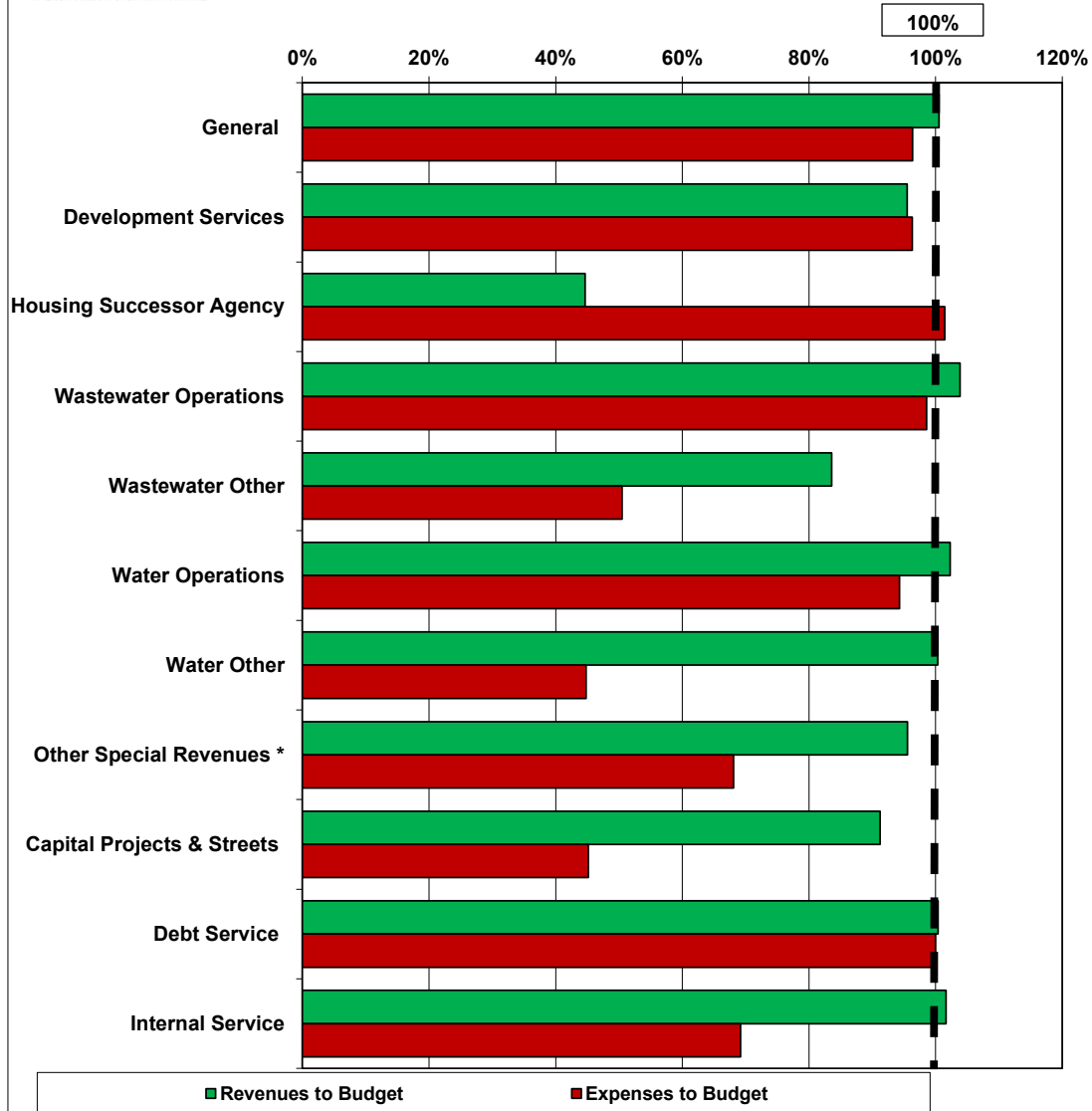
(amount in millions)	FY18-19	FY19-20	FY20-21	FY21-22	Budget FY22-23	YTD FY22-23
Revenues	14.2	15.3	16.5	16.0	17.6	18.1
Expenditures	14.3	16.4	16.5	15.2	17.6	16.6
Operating Margin	(0.1)	(1.1)	-	0.8	-	1.5
Operating Margin without Encumbrances	0.8	(0.1)	-	0.8	-	2.2

- **Investments** – Six securities were called, and four new securities were purchased. Total interest earnings received on investments were \$255,000 during the month.



Morgan Hill YTD Revenue & Expense Summary June 30, 2023 - 100% of Year Complete

Percentage of Actual to Budget



FUND NAME	REVENUES		EXPENSES	
	ACTUAL	% OF BUDGET	ACTUAL PLUS ENCUMBRANCES	% OF BUDGET
General	\$ 51,987,034	101%	\$ 56,120,733	96%
Development Services	5,904,081	96%	5,907,891	96%
Housing Successor Agency	104,274	45%	1,159,781	101%
Wastewater Operations	15,328,598	104%	16,067,587	99%
Wastewater Other	20,454,453	84%	28,268,028	50%
Water Operations	18,051,227	102%	16,626,874	94%
Water Other	6,088,089	100%	2,915,402	45%
Other Special Revenues *	4,944,409	96%	4,424,949	68%
Capital Projects & Streets	24,197,835	91%	26,372,930	45%
Debt Service	682,262	100%	679,674	100%
Internal Service	12,643,214	102%	10,194,729	69%
TOTAL FOR ALL FUNDS	\$ 160,385,476	97%	\$ 168,738,578	70%

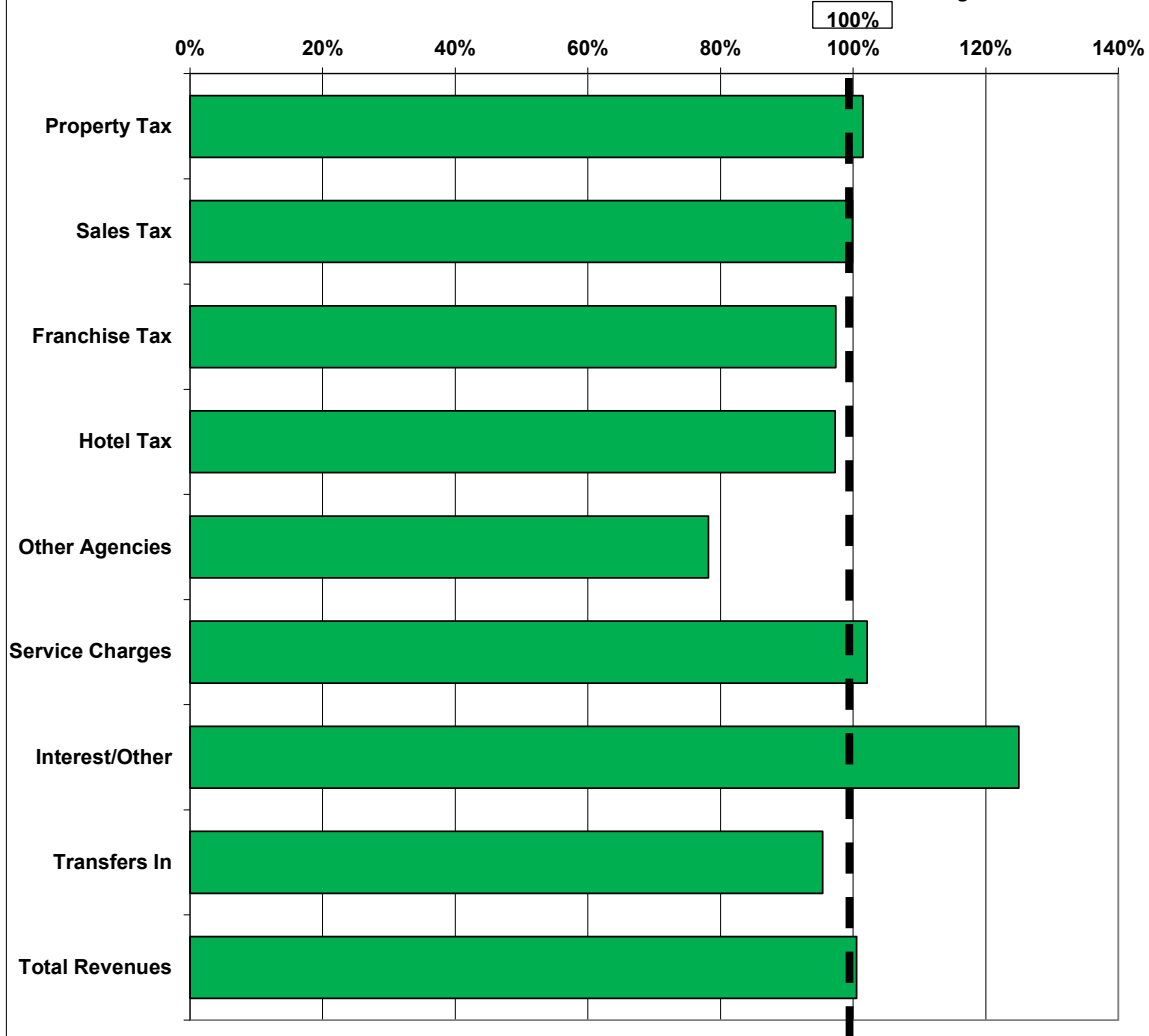
* Includes all Special Revenue Funds except Development Services Fund, Street Funds, and Housing Successor Agency.



Morgan Hill YTD General Fund Revenues

June 30, 2023 - 100% of Year Complete

Percent of Actual to Budget



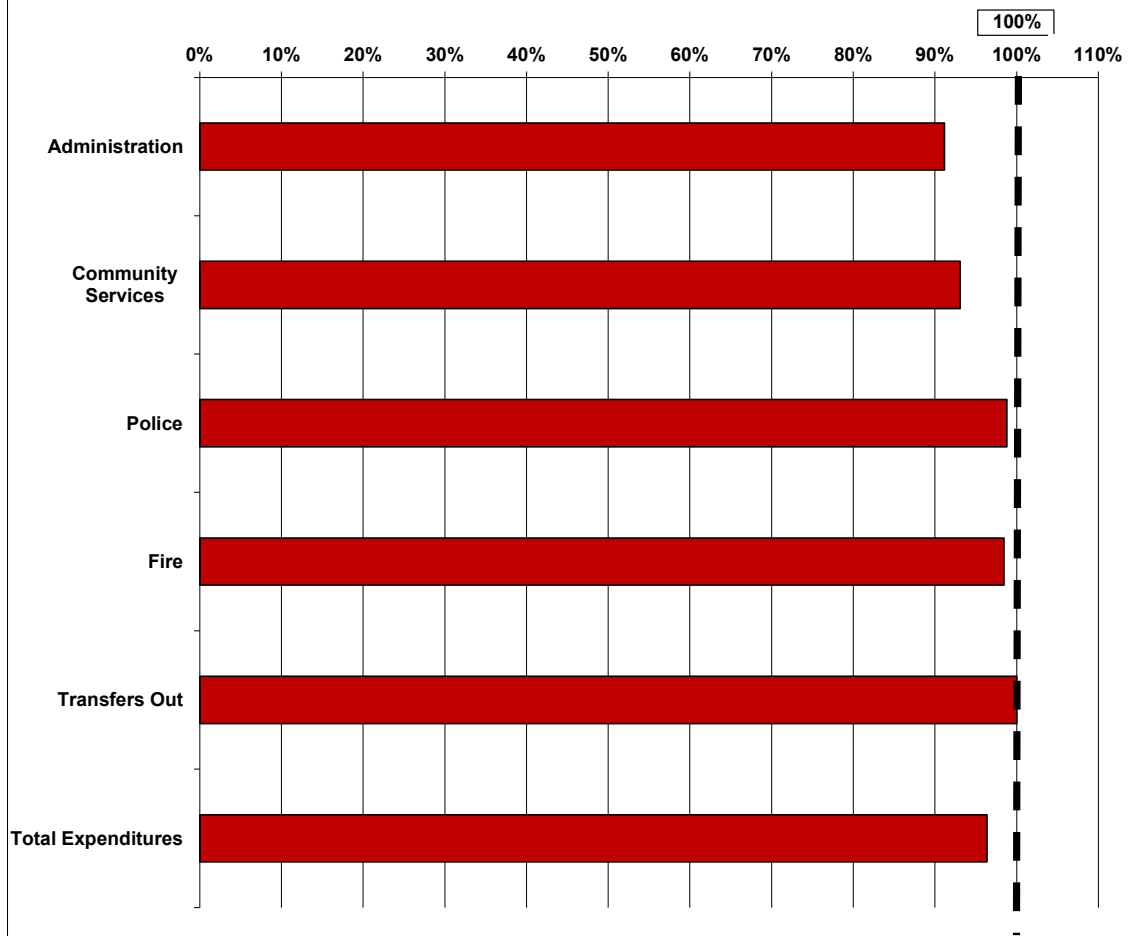
REVENUE CATEGORY	BUDGET	ACTUAL	% OF BUDGET	PRIOR YEAR TO DATE	% CHANGE FROM PRIOR YEAR
Property Tax	\$ 17,883,705	\$ 18,143,284	102%	\$ 16,662,896	9%
Sales Tax	12,895,413	12,882,810	100%	12,588,779	2%
Franchise Tax	2,760,000	2,687,510	97%	2,500,244	7%
Hotel Tax	2,600,000	2,528,517	97%	2,473,941	2%
Other Agencies	1,496,335	1,170,298	78%	596,719	96%
Service Charges	9,036,046	9,227,495	102%	7,470,155	24%
Interest/Other	1,848,328	2,311,007	125%	7,749,487	-70%
Transfers In	3,183,218	3,036,113	95%	2,768,816	10%
TOTAL REVENUES	\$ 51,703,045	\$ 51,987,034	101%	\$ 52,811,036	-2%



Morgan Hill YTD General Fund Expenditures

June 30, 2023 - 100% of Year Complete

Percent of Actual to Budget



EXPENDITURE CATEGORY	BUDGET	ACTUAL PLUS ENCUMBRANCES	% OF BUDGET	PRIOR YTD PLUS ENCUMBRANCES	% CHANGE FROM PRIOR YEAR
Administration	\$ 6,720,240	\$ 6,125,449	91%	\$ 5,509,640	11%
Community Services	16,259,209	15,132,055	93%	12,438,824	22%
Police	21,962,278	21,697,091	99%	18,761,776	16%
Fire	8,653,847	8,518,823	98%	7,767,501	10%
Transfers Out	4,647,315	4,647,315	100%	3,898,920	19%
TOTAL EXPENDITURES	\$ 58,242,889	\$ 56,120,733	96%	\$ 48,376,661	16%

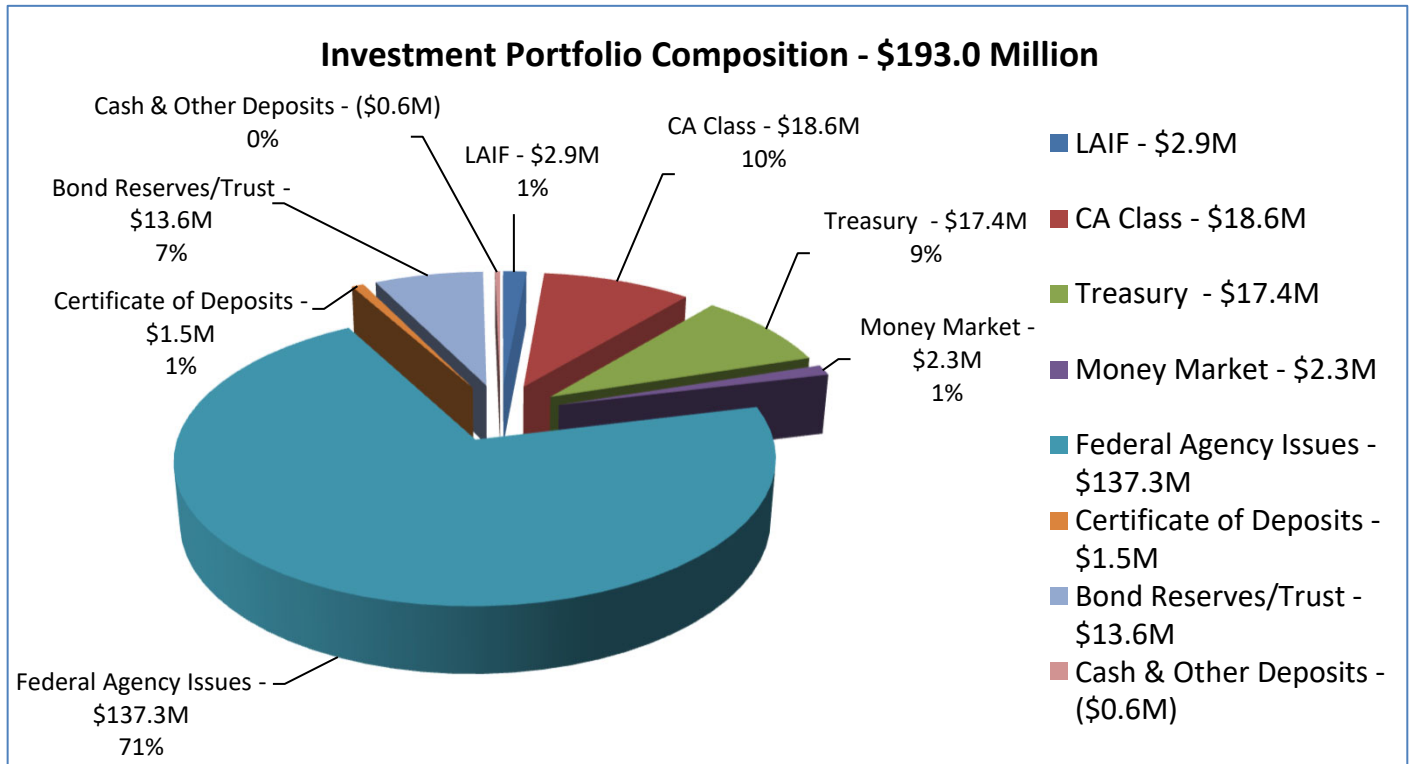


City of Morgan Hill
Recreation Report - Fiscal Year 2022-23
For the Month Ended June 30, 2023
100% of Year Complete

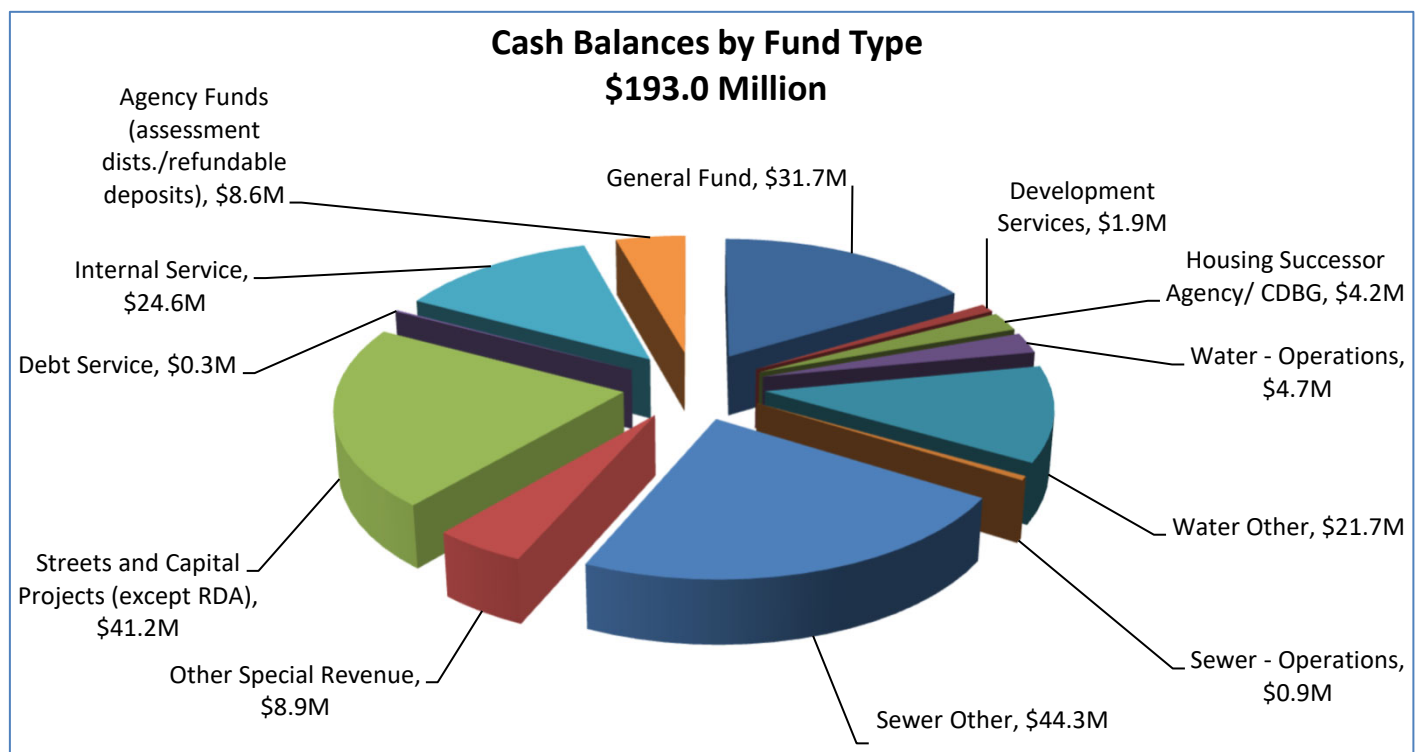
	<u>Budget</u>	<u>June 2023</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues				
Membership Services & Rec Programs	\$ 5,136,869	\$ 513,294	\$ 5,286,941	
Facility Rentals	912,847	45,784	1,162,939	
Community Services	127,498	54,801	108,483	
Transfers in	75,000	6,250	75,000	
Total Revenues	\$ 6,252,214	\$ 620,129	\$ 6,633,363	106%
Less: Expenditures				
Membership & Program Services	\$ 6,772,195	\$ 877,685	\$ 6,460,507	
Facility Rentals	546,870	81,316	513,021	
Community Services	644,107	57,219	566,041	
Total Expenditures	\$ 7,963,173	\$ 1,016,219	\$ 7,539,568	95%
Net Impact without encumbrances	\$ (1,710,959)	\$ (396,090)	\$ (906,206)	
Encumbrances	-	-	461,317	
Net Impact with encumbrances	\$ (1,710,959)	\$ (396,090)	\$ (1,367,522)	

City of Morgan Hill Monthly Investment Report - June 30, 2023

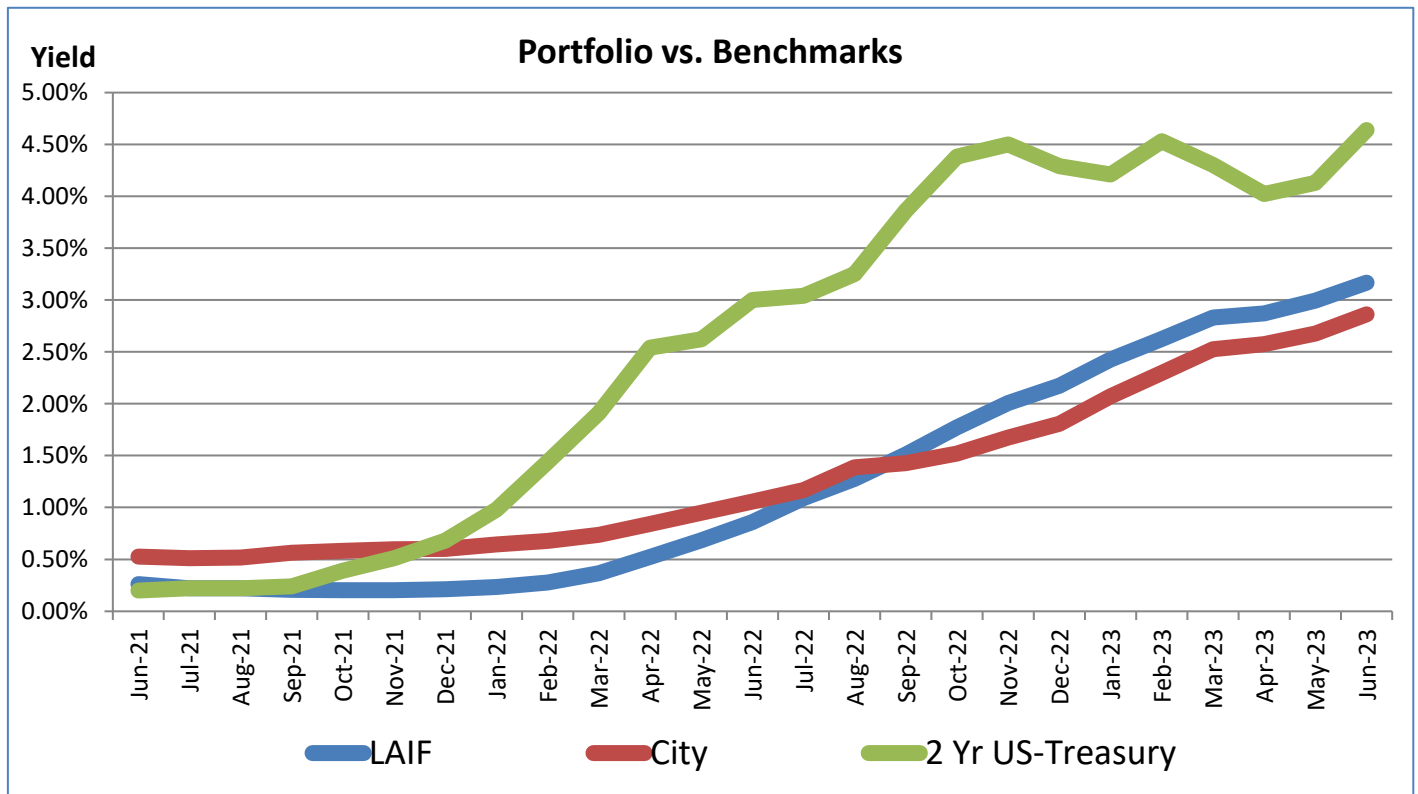
The following are the snapshots of City's investment portfolio as of June 30, 2023. The first chart shows the portfolio composition by investment type:



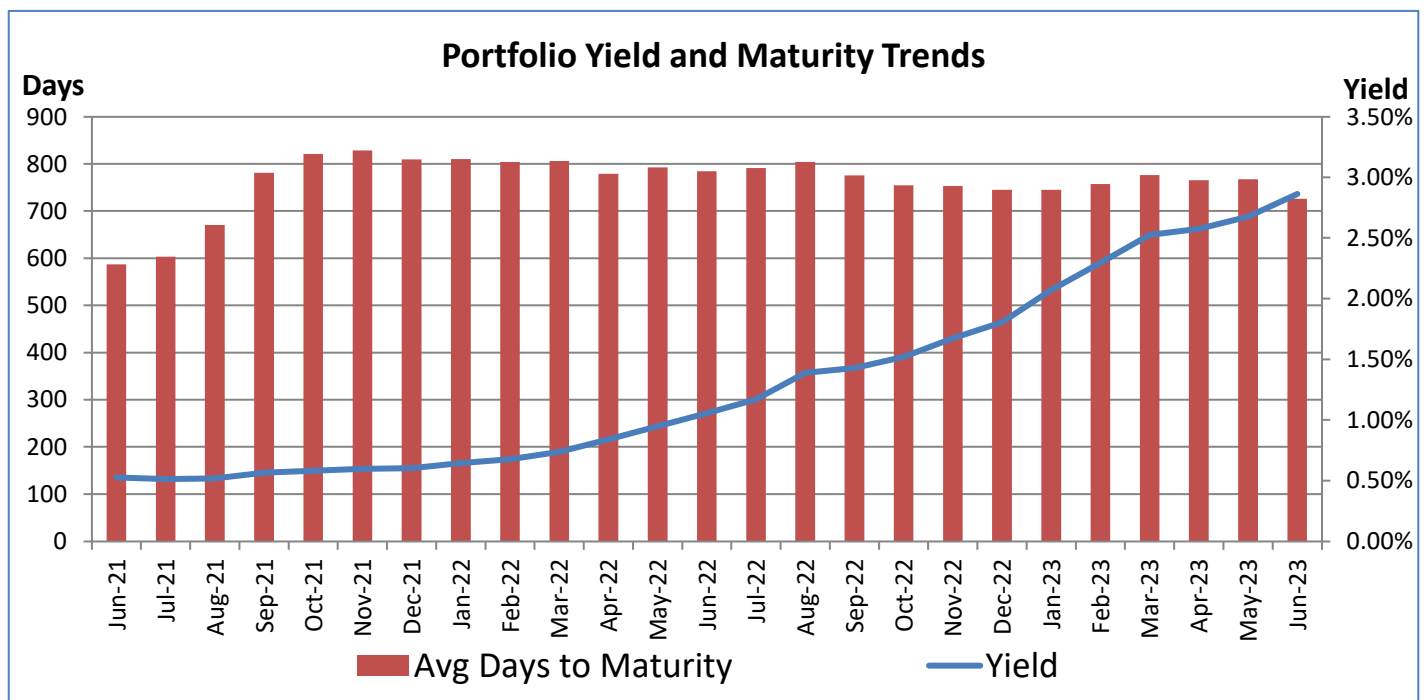
The chart below shows cash balances by fund type reconciled to City's financial system:



The following chart illustrates a yield comparison by month among the City's portfolio, LAIF and 2-Year US Treasury:



The chart below illustrates monthly average days to maturity of the City's portfolio along with the weighted average yield for the past two years:





City of Morgan Hill
Investment Portfolio Detail
As of June 30, 2023

Investment Type	CUSIP	Settlement Date	Cost Value	Book Value	% of Portfolio	Market Value	YTM at Cost	Next Call Date	Date of Maturity
L A I F			\$ 2,908,434	\$ 2,908,434	1.51%	\$ 2,869,200	3.17%		
California C L A S S			18,665,239	18,665,239	9.67%	\$ 18,665,239	5.23%		
City Managed									
Treasury Bill	912796XY0	8/17/2022	\$ 2,423,428	\$ 2,491,231	1.29%	\$ 2,486,450	3.22%	8/10/2023	8/10/2023
Treasury Bill	912797GV3	6/6/2023	1,671,172	1,676,986	0.87%	1,677,543	5.31%	10/3/2023	10/3/2023
Treasury Note	91282CCZ2	10/8/2021	1,987,656	1,991,934	1.03%	1,789,380	1.00%	9/30/2026	9/30/2026
Treasury Note	91282CDR9	1/4/2022	1,999,141	1,999,782	1.04%	1,955,460	0.77%	12/31/2023	12/31/2023
Treasury Note	91282CDR9	1/19/2022	1,989,688	1,997,331	1.03%	1,955,460	1.02%	12/31/2023	12/31/2023
Treasury Note	91282CDV0	2/11/2022	1,977,969	1,993,412	1.03%	1,948,360	1.44%	1/31/2024	1/31/2024
Treasury Note	9128286R6	3/28/2022	1,996,320	1,998,531	1.04%	1,948,360	2.34%	4/30/2024	4/30/2024
Treasury Note	912828U24	6/13/2022	1,904,688	1,927,218	1.00%	1,849,920	3.16%	11/15/2026	11/15/2026
Treasury Note	91282CAW1	11/17/2022	1,246,984	1,279,845	0.66%	1,276,080	4.49%	11/15/2023	11/15/2023
FFCB Bond	3133ELVX9	4/8/2020	2,000,000	2,000,000	1.04%	1,928,940	0.88%	10/8/2023	4/8/2024
FFCB Bond	3133ELC28	5/27/2020	2,000,000	2,000,000	1.04%	1,833,020	0.73%	11/27/2023	5/27/2025
FHLMC Bond	3134GVYN2	6/3/2020	2,000,000	2,000,000	1.04%	1,874,100	0.60%	12/3/2023	12/3/2024
FHLMC Bond	3134GWZG4	10/20/2020	2,000,000	2,000,000	1.04%	1,815,720	0.60%	10/20/2023	10/20/2025
FHLMC Bond	3134GW3X2	10/27/2020	2,000,000	2,000,000	1.04%	1,815,700	0.63%	10/27/2023	10/27/2025
FHLMC Bond	3134GW6E1	11/2/2020	2,000,000	2,000,000	1.04%	1,966,040	0.32%	11/2/2023	11/2/2023
FFCB Bond	3133EMFR8	11/3/2020	2,000,000	2,000,000	1.04%	1,813,760	0.54%	11/3/2023	11/3/2025
FNMA Bond	3135GA4P3	11/18/2020	2,000,000	2,000,000	1.04%	1,816,340	0.65%	11/18/2023	11/18/2025
FHLMC Bond	3134GXEJ9	11/24/2020	2,000,000	2,000,000	1.04%	1,802,940	0.64%	11/24/2023	11/24/2025
FFCB Bond	3133EMHF2	11/24/2020	1,000,000	1,000,000	0.52%	906,550	0.60%	11/24/2023	11/24/2025
FHLMC Bond	3134GXCS1	11/25/2020	3,000,000	3,000,000	1.55%	2,721,090	0.63%	11/25/2023	11/25/2025
FHLMC Bond	3134GXFA7	11/30/2020	2,000,000	2,000,000	1.04%	1,815,000	0.65%	11/26/2023	11/26/2025
FFCB Bond	3133EMLC4	12/22/2020	2,000,000	2,000,000	1.04%	1,799,160	0.47%	12/22/2023	12/22/2025
FHLB Bond	3130AKQ74	1/22/2021	2,000,000	2,000,000	1.04%	1,800,420	0.63%	7/22/2023	1/22/2026
FNMA Bond	3135G06R9	1/28/2021	2,000,000	2,000,000	1.04%	1,795,820	0.55%	7/28/2023	1/28/2026
FHLB Bond	3130AKRN8	1/28/2021	2,000,000	2,000,000	1.04%	1,800,600	0.65%	7/28/2023	1/28/2026
FHLB Bond	3130ALCV4	2/24/2021	2,000,000	2,000,000	1.04%	1,787,000	0.75%	8/24/2023	2/24/2026
FHLB Bond	3130ALDB7	2/25/2021	2,000,000	2,000,000	1.04%	1,782,440	0.66%	8/25/2023	2/25/2026
FHLB Bond	3130AKZ25	2/26/2021	2,000,000	2,000,000	1.04%	1,794,940	0.65%	8/26/2023	2/26/2026
FHLB Bond	3130ALGS7	3/10/2021	2,000,000	2,000,000	1.04%	1,802,840	0.85%	9/10/2023	3/10/2026
FHLB Bond	3130ALEP5	3/16/2021	2,000,000	2,000,000	1.04%	1,794,420	0.70%	9/16/2023	3/16/2026
FHLB Bond	3130ALDN1	3/16/2021	2,000,000	2,000,000	1.04%	1,799,420	0.80%	9/16/2023	3/16/2026
FHLB Bond	3130AMNH1	6/9/2021	2,000,000	2,000,000	1.04%	1,800,720	1.08%	12/9/2023	6/9/2026
FHLB Bond	3130AMYJ5	6/30/2021	2,000,000	2,000,000	1.04%	1,793,720	1.00%	12/30/2023	6/30/2026
FHLB Bond	3130AMYP1	7/15/2021	3,000,000	3,000,000	1.55%	2,699,940	1.13%	7/15/2023	7/15/2026
FHLB Bond	3130AMY55	7/15/2021	2,000,000	2,000,000	1.04%	1,841,100	0.85%	7/15/2023	7/15/2025
FHLB Bond	3130ANJCS	8/26/2021	2,000,000	2,000,000	1.04%	1,776,240	0.80%	8/26/2023	8/26/2026
FHLB Bond	3130ANLW8	8/26/2021	3,000,000	3,000,000	1.55%	2,681,520	1.00%	8/26/2023	8/26/2026
FHLB Bond	3130ANLZ1	8/26/2021	2,000,000	2,000,000	1.04%	1,782,000	0.90%	8/26/2023	8/26/2026
FHLB Bond	3130A8XY4	9/13/2021	2,103,340	2,066,154	1.07%	1,845,740	0.82%	9/11/2023	9/11/2026
FFCB Bond	3133EM4X7	9/28/2021	1,982,960	1,989,003	1.03%	1,778,040	0.98%	9/10/2023	9/10/2026
FHLB Bond	3130APCH6	9/29/2021	3,000,000	3,000,000	1.55%	2,687,430	1.13%	9/29/2023	9/29/2026
FHLB Bond	3130ANZE3	9/30/2021	2,000,000	2,000,000	1.04%	1,775,040	0.88%	9/30/2023	9/30/2026
FHLB Bond	3130AP6N0	9/30/2021	3,000,000	3,000,000	1.55%	2,680,680	1.05%	9/30/2023	9/30/2026
FHLB Bond	3130AP6M2	9/30/2021	3,000,000	3,000,000	1.55%	2,678,040	1.02%	9/30/2023	9/30/2026
FHLB Bond	3130APCG8	10/19/2021	2,000,000	2,000,000	1.04%	1,785,060	1.00%	10/19/2023	10/19/2026
FHLB Bond	3130APNX9	11/18/2021	2,000,000	2,000,000	1.04%	1,799,980	1.30%	11/18/2023	11/18/2026
FHLB Bond	3130AQFL2	12/29/2021	2,000,000	2,000,000	1.04%	1,953,220	0.75%	12/29/2023	12/29/2023
FHLB Bond	3130AQHU0	1/19/2022	2,000,000	2,000,000	1.04%	1,838,280	1.74%	7/19/2023	1/19/2027
FHLB Bond	3130AQKT9	1/25/2022	2,000,000	2,000,000	1.04%	1,869,660	1.51%	7/25/2023	7/25/2025
FHLB Bond	3130AR4F5	3/10/2022	2,000,000	2,000,000	1.04%	1,917,320	3.48%	9/10/2023	3/10/2027
FHLMC Bond	3134GXUZ5	6/15/2022	2,000,000	2,000,000	1.04%	1,937,100	3.28%	12/15/2023	12/15/2025
FHLB Bond	3130ASPE3	7/28/2022	2,000,000	2,000,000	1.04%	1,943,900	4.30%	7/28/2023	7/28/2027
FNMA Bond	3135GACZ2	11/25/2022	2,000,000	2,000,000	1.04%	1,986,980	5.40%	11/25/2023	11/25/2024
FHLMC Bond	3134GY4B5	11/28/2022	2,000,000	2,000,000	1.04%	1,983,440	5.00%	11/15/2023	11/15/2023

Investment Type	CUSIP	Settlement Date	Cost Value	Book Value	% of Portfolio	Market Value	YTM at Cost	Next Call Date	Date of Maturity
FFCB Bond	313312MF4	12/19/2022	1,930,440	1,978,047	1.02%	1,976,560	4.65%	9/27/2023	9/27/2023
FHLB Bond	313384JC4	1/13/2023	1,953,994	1,996,461	1.03%	1,997,060	4.72%	7/14/2023	7/14/2023
FHLB Bond	3130AUTF6	1/27/2023	2,000,000	2,000,000	1.04%	1,986,460	5.43%	7/27/2023	1/27/2025
FHLB Bond	3130AUP32	1/27/2023	2,250,000	2,250,000	1.17%	2,226,128	5.98%	7/27/2023	1/27/2028
FHLMCMTN Bond	3134GYGB2	1/30/2023	2,000,000	2,000,000	1.04%	1,971,520	5.20%	10/26/2023	1/26/2028
FHLMCMTN Bond	3134GYG22	2/16/2023	3,000,000	3,000,000	1.55%	2,962,920	5.13%	11/16/2023	11/16/2026
FHLB Bond	3130AUTZ7	2/24/2023	2,000,000	2,000,000	1.04%	1,981,200	6.44%	8/24/2023	2/24/2028
FHLB Bond	3130AUZH0	3/6/2023	2,000,000	2,000,000	1.04%	1,989,000	6.33%	9/6/2023	3/6/2026
FHLB Bond	3130AUZZ0	3/13/2023	2,000,000	2,000,000	1.04%	1,988,040	6.23%	9/13/2023	3/13/2026
FHLB Bond	3130AVZ24	3/15/2023	2,000,000	2,000,000	1.04%	1,993,080	5.35%	9/15/2023	3/15/2024
FHLB Bond	3130AV3P5	3/20/2023	2,000,000	2,000,000	1.04%	1,989,580	5.50%	9/20/2023	9/20/2024
FHLB Bond	3130AVK92	4/5/2023	3,000,000	3,000,000	1.55%	2,984,250	5.00%	10/5/2023	4/5/2024
FHLB Bond	3130AVL83	4/6/2023	2,000,000	2,000,000	1.04%	1,984,960	5.20%	7/7/2023	10/7/2024
FHLB Bond	3130AVQ96	4/17/2023	2,000,000	2,000,000	1.04%	1,989,480	5.15%	7/17/2023	4/17/2024
FHLB Bond	3130AVNT5	4/28/2023	1,000,000	1,000,000	0.52%	993,760	5.50%	7/25/2023	4/25/2025
FHLMCMTN Bond	3134GYQZ8	5/11/2023	3,000,000	3,000,000	1.55%	2,980,410	6.09%	8/11/2023	5/11/2026
FHLMCMTN Bond	3134GYSV5	5/25/2023	2,000,917	2,000,000	1.04%	1,991,820	5.50%	9/22/2023	06/18/2024
FHLB Bond	3130AWF62	6/13/2023	2,000,000	2,000,000	1.04%	1,995,820	5.50%	12/13/2023	12/13/2024
FHLB Bond	3130AWEB2	6/26/2023	2,000,000	2,000,000	1.04%	1,998,780	5.55%	9/26/2023	12/26/2024
FHLB Bond	3130AWHD5	6/29/2023	2,000,000	2,000,000	1.04%	1,997,120	5.90%	9/29/2023	6/29/2027
CD - Ally Bank	02007GM83	3/30/2023	250,000	250,000	0.13%	249,505	5.15%	3/28/2024	3/28/2024
CD - Western Alliance Bank	95763PLA7	3/30/2023	250,000	250,000	0.13%	249,905	5.30%	1/2/2024	1/2/2024
CD - Dime Community Bank	25432JCF8	3/30/2023	250,000	250,000	0.13%	249,973	5.15%	7/31/2023	7/31/2023
CD - Zions Bancorp	98970LC43	3/31/2023	250,000	250,000	0.13%	249,773	5.40%	9/27/2024	9/27/2024
CD - Pacific Western Bank	69506YYD5	4/5/2023	250,000	250,000	0.13%	250,605	5.65%	4/5/2024	4/5/2028
CD - US Bank	90354KBR8	5/17/2023	250,000	250,000	0.13%	249,248	5.10%	5/16/2024	5/16/2024
Sub Total/Average			\$ 155,918,696	\$ 156,135,935	80.88%	\$ 147,265,378	2.54%		
Money Market			\$ 2,347,885	\$ 2,347,885	1.22%	\$ 2,347,885	5.01%		
Total City Managed/Average			\$ 179,840,253	\$ 180,057,493	83.60%	\$ 171,147,702	2.86%		
Bond Reserve Accounts - Held By Trustees			\$ 6,833,601	\$ 6,833,601	3.54%	\$ 6,867,739			
Cash/Deposits			\$ (633,279)	\$ (633,279)	-0.33%	\$ (633,279)			
PARS and CALPERS CERBT Trust			\$ 6,787,404	\$ 6,787,404	3.52%	\$ 7,359,275			
GRAND TOTAL/AVERAGE			\$ 192,827,980	\$ 193,045,220	100%	\$ 184,741,437			



CITY OF MORGAN HILL CASH AND INVESTMENT REPORT
FOR THE MONTH OF JUNE 30, 2023
FOR THE FISCAL YEAR OF 2022-23

	Invested in Fund	Yield	Book Value End of Month	% of Total	Market Value
Investments					
State Treasurer LAIF - City	All Funds Pooled	3.17%	\$ 2,908,434	1.51%	\$ 2,869,200
California CLASS	All Funds Pooled	5.23%	18,665,239	9.67%	18,665,239
Federal Issues	All Funds Pooled	2.59%	137,279,665	71.11%	128,879,358
Treasury	All Funds Pooled	2.41%	17,356,270	8.99%	16,887,013
Certificate of Deposits	All Funds Pooled	5.29%	1,500,000	0.78%	1,499,008
Dreyfus Treas Cash Management Acct	All Funds Pooled	5.01%	2,347,885	1.22%	2,347,885
	SUBTOTAL		\$ 180,057,493	93.27%	\$ 171,147,702
Bond Reserve Accounts - held by trustees					
Zions Bank - Civic Center/Library Facility					
Blackrock Liq Fund	Debt Service	4.47%	75	0.00%	75
Zions Bank - MH Police Facility Lease Revenue Bonds					
Blackrock Liq Fund	Debt Service	4.47%	96	0.00%	96
BNY - RDA Bonds					
Dreyfus Cash Mgmt 521	Agency Fund	0.00%	24,375	0.01%	24,375
Fixed Income	Agency Fund	5.20%	5,773,264	2.99%	5,807,402
Zions Bank - MH Ranch 2015					
Blackrock Liq Funds Fed Fund -DI -2015	Agency Fund	4.47%	422,585	0.22%	422,585
Zions Bank - Madrone Bus Park Taxable/ Tax Exempt 2015					
Blackrock Liquidity Temp Fund-2015	Agency Fund	4.47%	613,207	0.32%	613,207
	SUBTOTAL		6,833,601	3.54%	6,867,739
Other Cash/Deposits					
General Checking	All Funds		(679,379)	-0.35%	(679,379)
Workers' Comp Administrators	Workers' Comp		30,000	0.02%	30,000
Petty Cash & Emergency Cash	General Fund		16,100	0.01%	16,100
CALPERS CERBT - OPEB Trust			4,487,404	2.32%	4,888,482
PARS - PENSION Trust			2,300,000	1.19%	2,470,792 **
	SUBTOTAL		6,154,125	3.19%	6,725,996
Total Cash and Investments			\$ 193,045,220	100.00%	\$ 184,741,437

** As of May 31, 2023

CASH ACTIVITY SUMMARY
FY 2022-23

Fund Type	07/1/22 Balance	Change in Cash Balance	6/30/2023 Balance
General Fund	\$ 26,535,041	\$ 5,196,087	\$ 31,731,128
Community Development	1,919,696	(27,531)	1,892,166
Housing Successor Agency/ CDBG	4,670,910	(448,659)	4,222,251
Water - Operations	2,980,708	1,669,389	4,650,097
Water Other	18,208,344	3,474,723	21,683,067
Sewer - Operations	1,663,439	(724,363)	939,076
Sewer Other	50,357,493	(6,051,953)	44,305,540
Other Special Revenue	8,482,063	437,287	8,919,350
Streets and Capital Projects (except RDA)	38,126,094	3,072,910	41,199,004
Debt Service	339,861	2,916	342,777
Internal Service	21,185,083	3,421,664	24,606,746
Agency Funds (assessment dists./refundable deposits)	9,072,901	(518,884)	8,554,017
Total	\$ 183,541,633	\$ 9,503,586	\$ 193,045,220

Note: See Investment Portfolio Detail for maturities of "Investments." Market values are obtained from the City's investment brokers' monthly reports.

I certify that information on the investment report has been reconciled to the general ledger and bank statements and that there are sufficient funds to meet the expenditure requirements of the City for the next six months. The portfolio is in compliance with the City of Morgan Hill Investment Policy and all State laws and regulations.

Prepared by:

Gina Nazareno, Senior Accountant

Approved by:

Reviewed by:

Dat Nguyen, Finance Director

Caitlin Jachimowicz, Treasurer



City of Morgan Hill
Year to Date Revenues - Fiscal Year 2022-23
For the Month Ended June 30, 2023
100% of Year Complete

	ADOPTED BUDGET	AMENDED BUDGET	CURRENT YTD ACTUAL	% OF BUDGET	PRIOR YTD	INCR (DECR) FROM PRIOR YTD	% CHANGE
010 GENERAL FUND							
<u>TAXES</u>							
Property Tax - Secured/Unsecured	\$ 14,753,873	15,253,873	\$ 14,992,079	98%	\$ 14,076,650	\$ 915,429	7%
Property Tax - RPTTF Residual Distribution	2,429,832	2,429,832	2,673,478	110%	2,286,330	387,148	17%
Property Tax - Supplemental Roll	200,000	200,000	477,727	239%	299,916	177,811	59%
Sales Tax	11,950,308	12,450,308	12,459,722	100%	12,116,272	343,449	3%
Public Safety Sales Tax	445,105	445,105	423,088	95%	472,506	(49,419)	-10%
Transient Occupancy Taxes	2,600,000	2,600,000	2,528,517	97%	2,473,941	54,576	2%
Franchise (Refuse ,Cable ,PG&E)	2,760,000	2,760,000	2,687,510	97%	2,500,244	187,266	7%
Property Transfer Tax	500,000	500,000	378,297	76%	843,893	(465,597)	-55%
TOTAL TAXES	35,639,118	36,639,118	36,620,418	100%	35,069,752	1,550,665	4%
<u>LICENSES/PERMITS</u>							
Business License	170,000	170,000	147,660	87%	188,254	(40,594)	-22%
Other Permits	53,975	53,975	642,874	1191%	107,776	535,099	496%
TOTAL LICENSES/PERMITS	223,975	223,975	790,534	353%	296,029	494,505	167%
<u>FINES AND PENALTIES</u>							
Parking Enforcement	2,932	2,932	7,518	256%	4,729	2,789	59%
Bails & Fines	46,480	46,480	54,912	118%	50,864	4,048	8%
Administrative Citations	20,000	20,000	-	n/a	-	-	0%
TOTAL FINES AND PENALTIES	69,412	69,412	62,430	90%	55,593	6,837	12%
<u>OTHER AGENCIES</u>							
Motor Vehicle in-Lieu	40,000	40,000	47,613	119%	54,729	(7,116)	-13%
Other Revenue - Other Agencies	1,304,130	1,496,335	1,170,298	78%	596,719	573,579	96%
TOTAL OTHER AGENCIES	1,344,130	1,536,335	1,217,911	79%	651,449	566,463	87%
<u>CHARGES CURRENT SERVICES</u>							
Police False Alarm Charge	32,280	32,280	42,941	133%	30,794	12,147	39%
Business License Application Review	53,000	53,000	56,084	106%	47,828	8,256	17%
Membership Services & Rec Programs	5,136,869	5,136,869	5,286,941	103%	4,375,261	911,680	21%
Facility Rentals	819,459	912,847	1,162,939	127%	629,511	533,428	85%
Community Services	127,498	127,498	108,483	85%	114,707	(6,224)	-5%
General Administration Overhead	1,775,408	1,775,408	1,765,976	99%	1,532,304	233,672	15%
Other Charges Current Services	998,144	998,144	804,131	81%	739,750	64,382	9%
TOTAL CURRENT SERVICES	8,942,658	9,036,046	9,227,495	102%	7,470,155	1,757,341	24%
<u>OTHER REVENUE</u>							
Use of money/property	774,829	781,441	835,188	107%	666,298	168,890	25%
Other Revenues	371,910	233,500	196,945	84%	5,832,945	(5,635,999)	-97%
TOTAL OTHER REVENUE	1,146,739	1,014,941	1,032,133	102%	6,499,242	(5,467,109)	-84%
<u>TRANSFERS IN</u>							
One Time Transfer	180,000	180,000	180,000	100%	180,000	(0)	0%
Public Safety Facilities Fund	50,000	50,000	50,000	100%	25,000	25,000	100%
Supplemental Law Enforcement Fund	100,000	100,000	100,000	100%	100,000	-	n/a
Countywide Solid Waste	355,000	392,680	355,000	90%	324,763	30,237	9%
Streets	904,438	904,438	795,009	88%	699,735	95,274	14%
Park Maintenance	650,000	650,000	650,004	100%	650,000	4	0%
Sewer Operations	375,000	375,000	375,000	100%	357,159	17,841	5%
Water Operations	375,000	375,000	375,000	100%	357,159	17,841	5%
Open Space	81,100	81,100	81,100	100%	-	81,100	n/a
Park Development	75,000	75,000	75,000	100%	75,000	-	n/a
TOTAL TRANSFERS IN	3,145,538	3,183,218	3,036,113	95%	2,768,816	267,297	10%
TOTAL GENERAL FUND	50,511,570	51,703,045	51,987,034	101%	52,811,036	(824,002)	-2%
SPECIAL REVENUE FUNDS							
<u>202 STREET MAINTENANCE</u>							
Gas Tax 2105 - 2107.5	909,478	909,478	790,721	87%	697,199	93,522	13%
Interest / Other Revenue/Other Charges	58	58	4,288	7394%	848	3,441	406%
202 STREET MAINTENANCE	909,536	909,536	795,009	87%	698,046	96,963	14%



City of Morgan Hill
Year to Date Revenues - Fiscal Year 2022-23
For the Month Ended June 30, 2023
100% of Year Complete

	ADOPTED BUDGET	AMENDED BUDGET	CURRENT YTD ACTUAL	% OF BUDGET	PRIOR YTD	INCR (DECR) FROM PRIOR YTD	% CHANGE
SPECIAL REVENUE FUNDS							
205 SUPPLEMENTAL LAW ENFORCEMENT FUND							
Interest Income	1,438	1,438	4,490	312%	1,192	3,298	277%
Police Grant/SLEF/JAG	100,000	100,000	165,271	165%	161,285	3,987	2%
205 SUPPLEMENTAL LAW ENFORCEMENT FUND	101,438	101,438	169,762	167%	162,477	7,284	4%
206 DEVELOPMENT SERVICES							
Building Fees	3,433,600	3,433,600	3,716,735	108%	3,465,220	251,515	7%
Planning Fees	1,259,167	1,259,167	715,227	57%	724,891	(9,665)	-1%
Engineering Fees	1,142,289	1,142,289	1,101,011	96%	1,172,819	(71,808)	-6%
Other Revenue/Current Charges	346,181	346,181	371,109	107%	600,941	(229,832)	-38%
206 DEVELOPMENT SERVICES	6,181,237	6,181,237	5,904,081	96%	5,963,871	(59,790)	-1%
207 LONG RANGE PLANNING	995,882	995,882	1,045,425	105%	850,165	195,260	23%
215 and 216 HCD BLOCK GRANT							
Interest Income/Other Revenue	244	244	1,021	418%	352	669	190%
215 and 216 HCD BLOCK GRANT	244	244	1,021	418%	352	669	190%
225 ASSET SEIZURE	979	979	1,588	162%	726	863	119%
229 LIGHTING AND LANDSCAPE	199,916	199,916	199,320	100%	187,615	11,705	6%
230 COMMUNITY FACILITIES DISTRICT	37,591	37,591	51,629	137%	21,304	30,325	142%
232 ENVIRONMENTAL PROGRAMS	553,277	553,277	563,537	102%	473,038	90,499	19%
234 MOBILE HOME PARK RENT STAB.	441	441	6,736	1527%	8,179	(1,443)	-18%
236 HOUSING MITIGATION	1,575,835	1,575,835	1,229,070	78%	1,216,275	12,795	1%
240 EMPLOYEE ASSISTANCE	20,673	20,673	8,974	43%	10,359	(1,385)	-13%
246 COUNTYWIDE SOLID WASTE	1,628,603	1,686,193	1,665,193	99%	1,268,286	396,907	31%
247 ENVIRONMENT REMEDIATION	1,023	1,023	2,156	211%	3,057	(901)	-29%
255 HOUSING SUCCESSOR AGENCY	233,641	233,641	104,274	45%	346,319	(242,045)	-70%
260 PUBLIC ART	501	501	-	n/a	1,100	(1,100)	-100%
TOTAL SPECIAL REVENUE FUNDS	12,440,818	12,498,408	11,747,773	94%	11,211,167	536,606	5%
CAPITAL PROJECTS FUNDS							
301 PARK DEVELOPMENT	1,369,271	1,369,271	3,744,621	273%	6,217,429	(2,472,808)	-40%
302 PARK MAINTENANCE	540,773	540,773	589,257	109%	539,847	49,410	9%
303 LOCAL DRAINAGE	374,484	374,484	1,222,059	326%	1,365,844	(143,785)	-11%
304 LOCAL DRAINAGE/NON AB1600	29,166	29,166	112,876	387%	179,662	(66,786)	-37%
306 AGRICULTURE & OPEN SPACE PRESERVATION	5,058	5,058	77,991	1542%	154,307	(76,316)	-49%
308 STREET CIP	5,662,650	5,662,650	5,374,705	95%	5,451,284	(76,580)	-1%
309 TRAFFIC IMPACT	5,019,799	5,119,799	8,539,955	167%	8,996,809	(456,854)	-5%
315 PUBLIC SAFETY FACILITIES IMPACT	6,221,575	8,221,575	667,333	8%	238,539	428,794	180%
346 PUBLIC FACILITIES NON-AB1600	1,165,537	1,165,537	410,669	35%	2,484,256	(2,073,587)	-83%
347 PUBLIC FACILITIES IMPACT	138,168	138,168	122,501	89%	55,096	67,405	122%
348 LIBRARY	480,582	480,582	193,209	40%	244,475	(51,266)	-21%
350 UNDERGROUNDING	29,592	29,592	26,265	89%	636,255	(609,990)	-96%
355 SCHOOL PEDESTRIAN/TRAFFIC SAFETY	482,291	482,291	214,920	45%	1,025,669	(810,749)	-79%
360 COMMUNITY/REC IMPACT FUND	1,335,488	1,335,488	542,707	41%	284,969	257,737	90%
375 QUIMBY FEE	653,451	653,451	1,563,760	239%	908,954	654,806	72%
TOTAL CAPITAL PROJECTS FUNDS	23,507,885	25,607,885	23,402,826	91%	28,783,396	(5,380,570)	-19%
DEBT SERVICE FUNDS							
420 CIVIC CENTER DEBT	292,184	292,184	294,554	101%	305,829	(11,275)	-4%
441 POLICE FACILITY BOND	387,490	387,490	387,708	100%	384,368	3,341	1%
TOTAL DEBT SERVICE FUNDS	679,674	679,674	682,262	100%	690,197	(7,934)	-1%



City of Morgan Hill
Year to Date Revenues - Fiscal Year 2022-23
For the Month Ended June 30, 2023
100% of Year Complete

	ADOPTED BUDGET	AMENDED BUDGET	CURRENT YTD ACTUAL	% OF BUDGET	PRIOR YTD	INCR (DECR) FROM PRIOR YTD	% CHANGE
ENTERPRISE FUNDS							
640 WASTEWATER OPERATION							
Sewer Service Fees	14,400,000	14,400,000	14,884,418	103%	14,275,253	609,166	4%
Interest Income/Transfers	38,548	38,548	35,988	93%	14,913	21,075	141%
Other Revenue/Current Charges	319,809	319,809	408,192	128%	531,821	(123,628)	-23%
640 WASTEWATER OPERATION	14,758,357	14,758,357	15,328,598	104%	14,821,986	506,612	3%
641 WASTEWATER EXPANSION							
Interest Income	64,455	64,455	360,277	559%	121,374	238,903	197%
Development Impact Fee	4,336,657	4,336,657	2,952,545	68%	7,788,625	(4,836,080)	-62%
Transfer From-643 (Sewer Replacement)	13,310,782	13,310,782	10,230,667	77%	-	10,230,667	n/a
641 WASTEWATER EXPANSION	17,711,894	17,711,894	13,543,489	76%	7,909,999	5,633,490	71%
642 WASTEWATER RATE STABILIZATION	50,000	50,000	94,809	190%	164,906	(70,098)	-43%
643 WASTEWATER CAPITAL PROJECT	6,710,456	6,710,456	6,816,156	102%	4,732,971	2,083,185	44%
TOTAL SEWER FUNDS	39,230,707	39,230,707	35,783,052	91%	27,629,862	8,153,189	30%
650 WATER OPERATION							
Water Sales	16,400,000	16,400,000	16,099,719	98%	14,080,307	2,019,412	14%
Meter Install & Service	50,000	50,000	100,836	202%	137,455	(36,619)	-27%
Transfers-In / Interest Income	580,372	580,372	836,134	144%	505,479	330,655	65%
Other Revenue/Current Charges	614,770	614,770	1,014,538	165%	1,143,077	(128,540)	-11%
650 WATER OPERATION	17,645,142	17,645,142	18,051,227	102%	15,866,318	2,184,909	14%
651 WATER EXPANSION							
Interest Income/Other Revenue/Transfer	21,044	21,044	47,232	224%	17,838	29,394	165%
Development Impact Fee	918,214	918,214	728,847	79%	460,913	267,934	58%
651 WATER EXPANSION	939,258	939,258	776,079	83%	478,751	297,328	62%
652 WATER RATE STABILIZATION	-	-	51,364	n/a	142,376	(91,012)	-64%
653 WATER CAPITAL PROJECT	5,128,809	5,128,809	5,260,646	103%	5,088,357	172,288	3%
TOTAL WATER FUNDS	23,713,209	23,713,209	24,139,315	102%	21,575,803	2,563,513	12%
TOTAL ENTERPRISE FUNDS	62,943,916	62,943,916	59,922,367	95%	49,205,665	10,716,702	22%
INTERNAL SERVICE FUNDS							
730 INFORMATION SYSTEMS	2,233,768	2,233,768	2,240,479	100%	2,253,358	(12,879)	-1%
740 BUILDING MAINTENANCE	1,655,704	1,655,704	1,655,767	100%	1,130,729	525,038	46%
741 BUILDING REPLACEMENT	836,114	836,114	875,311	105%	717,030	158,281	22%
745 CIP ADMINISTRATION	1,977,307	1,977,307	1,856,939	94%	1,759,344	97,595	6%
760 UNEMPLOYMENT INSURANCE	2,317	2,317	4,649	201%	1,743	2,907	167%
770 WORKERS COMPENSATION	719,150	719,150	926,684	129%	779,525	147,159	19%
790 EQUIPMENT REPLACEMENT	2,219,595	2,219,595	2,277,079	103%	1,197,962	1,079,117	90%
791 EMPLOYEE BENEFITS	813,718	813,718	812,360	100%	608,985	203,375	33%
795 GENERAL LIABILITY INSURANCE	1,981,019	1,981,019	1,993,947	101%	1,721,999	271,947	16%
TOTAL INTERNAL SERVICE FUNDS	12,438,692	12,438,692	12,643,214	102%	10,170,675	2,472,539	24%
TOTAL FOR ALL FUNDS	\$ 162,522,555	\$ 165,871,620	\$ 160,385,476	97%	\$ 152,872,136	\$ 7,513,340	5%



City of Morgan Hill
Year to Date Expenses - Fiscal Year 2022-23
For the Month Ended June 30, 2023
100% of Year Complete

FUND NO.	FUND/ACTIVITY	CURRENT MONTH ACTUAL EXPENSES	AMENDED BUDGET	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	TOTAL ALLOCATED	PERCENT OF TOTAL TO BUDGET	PRIOR YTD
010 GENERAL FUND								
I. ADMINISTRATION								
	CITY COUNCIL	\$ 50,924	\$ 430,915	\$ 410,227	\$ -	\$ 410,227	95%	\$ 343,348
	CITY ATTORNEY	110,273	1,081,769	823,148	125,037	948,185	88%	719,485
	CITY MANAGER	80,202	854,800	649,151	-	649,151	76%	594,620
	HUMAN RESOURCES	90,436	847,361	824,618	-	824,618	97%	706,948
	COUNCIL SVCS & RECORDS MGMT							
	Council Svcs & Records Mgmt	57,597	595,414	515,095	-	515,095	87%	567,825
	Elections	3,448	357,836	220,600	-	220,600	62%	27,295
	COUNCIL SVCS & RECORDS MGMT	61,045	953,250	735,695	-	735,695	77%	595,120
	FINANCE	210,649	2,552,145	1,950,773	606,801	2,557,573	100%	1,722,371
	TOTAL ADMINISTRATION	603,530	6,720,240	5,393,611	731,838	6,125,449	91%	4,681,891
II. COMMUNITY SERVICES								
	Membership Services & Rec. Programs	877,685	6,772,195	6,460,507	433,679	6,894,185	102%	5,556,955
	Recreation Facility Rentals	81,316	546,870	513,021	4,855	517,876	95%	552,642
	Innovative Transit	97,868	887,471	562,148	310,643	872,790	98%	-
	Community Services	57,219	644,107	566,041	22,783	588,824	91%	520,429
	Park Maintenance	120,262	1,495,918	1,172,132	30,490	1,202,622	80%	1,058,038
	Environmental Services	31,576	390,733	243,919	7,000	250,919	64%	207,919
	Countywide Solid Waste Program	46,318	392,096	375,622	-	375,622	96%	224,726
	Street Maintenance	440,523	2,710,389	2,465,564	46,819	2,512,382	93%	2,408,760
	Downtown Maintenance	50,750	325,886	205,817	11,094	216,911	67%	262,398
	Cable Television	8,770	74,758	59,092	-	59,092	79%	41,359
	COMMUNITY SERVICES	1,812,287	14,240,422	12,623,861	867,361	13,491,223	95%	10,833,226
	CODE COMPLIANCE	19,003	319,550	200,669	-	200,669	63%	177,673
	INFRASTRUCTURE PLANNING & CONGESTION MGMT	37,788	491,888	403,782	1,031	404,812	82%	321,499
	ECONOMIC DEVELOPMENT PROGRAMS	95,642	1,207,348	781,588	253,763	1,035,351	86%	699,076
	TOTAL COMMUNITY SERVICES	1,964,721	16,259,209	14,009,900	1,122,155	15,132,055	93%	12,031,473
III. PUBLIC SAFETY								
	POLICE							
	PD Administration	165,185	1,676,697	1,601,575	30,577	1,632,153	97%	1,695,024
	Field Operations	1,340,096	10,629,970	10,312,068	22,877	10,334,946	97%	9,211,477
	Support Services	288,129	3,389,174	2,763,535	597,599	3,361,134	99%	2,536,476
	Emergency Services/Haz Mat	27,044	249,568	234,847	-	234,847	94%	217,754
	Special Operations	443,922	3,900,732	3,993,423	1	3,993,424	102%	3,266,132
	Dispatch Services	286,129	2,116,137	2,140,588	-	2,140,588	101%	1,827,919
	POLICE	2,550,505	21,962,278	21,046,037	651,055	21,697,091	99%	18,754,781
	FIRE	682,657	8,653,847	8,274,754	244,069	8,518,823	98%	7,397,932
	TOTAL PUBLIC SAFETY	3,233,162	30,616,125	29,320,791	895,124	30,215,915	99%	26,152,713
IV. TRANSFERS								
	Other	107,276	4,647,315	4,647,315	-	4,647,315	100%	3,898,920
	TOTAL TRANSFERS	107,276	4,647,315	4,647,315	-	4,647,315	100%	3,898,920
	TOTAL GENERAL FUND	5,908,689	58,242,889	53,371,616	2,749,117	56,120,733	96%	46,764,998



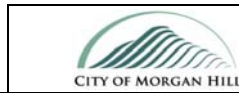
City of Morgan Hill
Year to Date Expenses - Fiscal Year 2022-23
For the Month Ended June 30, 2023
100% of Year Complete

FUND NO.	FUND/ACTIVITY	CURRENT MONTH ACTUAL EXPENSES	AMENDED BUDGET	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	TOTAL ALLOCATED	PERCENT OF TOTAL TO BUDGET	PRIOR YTD
SPECIAL REVENUE FUNDS								
202	STREET MAINTENANCE	420	909,478	795,009	-	795,009	87%	704,068
205	PUBLIC SAFETY/SUPP.LAW	104	101,252	101,252	-	101,252	100%	107,248
206	DEVELOPMENT SERVICES FUND							
	Planning	189,597	1,772,972	1,633,968	523	1,634,491	92%	1,695,674
	Building	263,771	2,452,139	2,271,558	65,370	2,336,927	95%	2,172,294
	Engineering	262,832	1,907,855	1,888,487	47,985	1,936,472	101%	1,500,142
206	DEVELOPMENT SERVICES FUND	716,201	6,132,966	5,794,013	113,878	5,907,891	96%	5,368,111
207	LONG RANGE PLANNING	84,766	1,036,040	863,145	16,140	879,285	85%	686,822
215/216	CDBG	7	81	81	-	81	100%	5,496
225	ASSET SEIZURE	63	759	759	-	759	100%	14,232
229	LIGHTING AND LANDSCAPE	55,809	224,538	192,937	4,070	197,006	88%	160,110
230	COMMUNITY FACILITIES DISTRICT	3,482	39,852	33,375	-	33,375	84%	26,503
232	ENVIRONMENT PROGRAMS	46,030	525,533	471,708	1,034	472,742	90%	429,871
234	MOBILE HOME PARK	73	881	881	-	881	100%	444
236	HOUSING MITIGATION	90,868	1,900,261	838,929	87,138	926,067	49%	1,285,375
240	EMPLOYEE ASSISTANCE	77	20,919	10,113	-	10,113	48%	10,043
246	COUNTYWIDE SOLID WASTE PROGRAM	235,754	1,879,903	1,518,080	266,651	1,784,731	95%	1,268,287
255	HOUSING SUCCESSOR AGENCY	71,368	1,143,490	1,159,781	-	1,159,781	101%	991,745
260	PUBLIC ART	-	17,000	18,658	-	18,658	110%	4,743
TOTAL SPECIAL REVENUE FUNDS		1,305,022	13,932,953	11,798,720	488,910	12,287,630	88%	11,063,097
CAPITAL PROJECT FUNDS								
301	PARK DEVELOPMENT	598,227	3,385,632	1,398,501	391,687	1,790,188	53%	7,294,436
302	PARK MAINTENANCE	54,573	1,664,980	656,345	-	656,345	39%	665,130
303	LOCAL DRAINAGE	42,688	11,167,922	919,801	1,054,762	1,974,563	18%	154,604
304	LOCAL DRAIN. NON-AB1600	9,225	279,113	136,624	42,972	179,596	64%	35,375
306	AGRICULTURE & OPEN SPACE PRESERVATI	10,488	275,854	125,854	-	125,854	46%	5,574,807
308	STREET CIP	96,914	8,318,556	7,041,634	112,650	7,154,284	86%	3,040,040
309	TRAFFIC IMPACT	327,105	9,695,832	6,113,598	3,228,815	9,342,414	96%	10,191,198
315	PUBLIC SAFETY FACILITIES IMPACT	85,087	12,300,626	880,168	507,639	1,387,806	11%	510,499
346	PUBLIC FAC.NON AB1600	293,119	3,413,224	319,392	68,170	387,562	11%	315,040
347	PUBLIC FACILITIES IMPACT	2,430	1,279,154	29,154	-	29,154	2%	27,324
348	LIBRARY IMPACT	18,579	222,916	222,919	-	222,919	100%	218,430
350	UNDERGROUNDING	95	1,194,704	1,141	-	1,141	0%	22,618
355	SCHOOL PEDESTRIAN & TRAFFIC SAFETY	28,628	443,838	76,806	13,534	90,340	20%	1,253,652
360	COMM/REC CENTER IMPACT	89,980	2,326,276	851,988	660,684	1,512,672	65%	281,141
375	QUIMBY FEE	147,689	1,564,865	689,870	33,213	723,083	46%	70,379
TOTAL CAPITAL PROJECTS FUNDS		1,804,828	57,533,491	19,463,796	6,114,125	25,577,921	44%	29,654,674
DEBT SERVICE FUNDS								
420	CIVIC CENTER DEBT	262	292,184	292,166	-	292,166	100%	298,079
441	POLICE FACILITY BOND DEBT	347	387,490	387,509	-	387,509	100%	389,222
TOTAL DEBT SERVICE FUNDS		609	679,674	679,674	-	679,674	100%	687,301



City of Morgan Hill
Year to Date Expenses - Fiscal Year 2022-23
For the Month Ended June 30, 2023
100% of Year Complete

FUND NO.	FUND/ACTIVITY	CURRENT MONTH ACTUAL EXPENSES	AMENDED BUDGET	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	TOTAL ALLOCATED	PERCENT OF TOTAL TO BUDGET	PRIOR YTD
ENTERPRISE FUNDS								
SEWER								
640	WASTEWATER OPERATIONS	1,814,921	16,300,411	15,968,899	98,688	16,067,587	99%	13,865,415
641	WASTEWATER CAPITAL EXPANSION	2,563,958	32,253,442	10,605,746	953,711	11,559,457	36%	7,492,893
642	WASTEWATER RATE STABILIZATION	151	1,818	1,818	-	1,818	100%	1,140
643	WASTEWATER CAPITAL PROJECTS	2,641,052	23,759,295	14,153,602	2,553,152	16,706,753	70%	12,338,781
TOTAL SEWER FUND(S)		7,020,082	72,314,966	40,730,064	3,605,551	44,335,615	61%	33,698,230
WATER								
	Water Operations	2,099,441	16,045,940	14,665,171	540,833	15,206,005	95%	14,239,200
	Utility Billing	95,781	1,147,979	1,013,592	91,180	1,104,772	96%	910,660
	Water Conservation	38,824	439,985	283,819	32,278	316,097	72%	132,262
650	WATER OPERATIONS	2,234,046	17,633,904	15,962,583	664,291	16,626,874	94%	15,282,121
651	WATER CAPITAL EXPANSION	58,019	893,125	710,293	18,077	728,370	82%	840,363
652	WATER RATE STABILIZATION	113	1,362	1,362	-	1,362	100%	372
653	WATER-CAPITAL PROJECTS	97,934	5,617,611	1,779,667	406,004	2,185,670	39%	2,199,097
TOTAL WATER FUND(S)		2,390,113	24,146,001	18,453,904	1,088,372	19,542,276	81%	18,321,953
TOTAL ENTERPRISE FUNDS		9,410,195	96,460,967	59,183,968	4,693,922	63,877,891	66%	52,020,183
INTERNAL SERVICE FUNDS								
730	INFORMATION SYSTEMS	221,763	2,619,930	2,254,678	233,552	2,488,230	95%	2,205,668
740	BUILDING MAINTENANCE	171,312	1,668,218	1,477,630	19,627	1,497,257	90%	1,252,181
741	BUILDING REPLACEMENT	82,863	1,836,451	228,189	9,420	237,609	13%	381,413
745	CIP ADMINISTRATION	198,160	1,982,153	1,857,954	2,511	1,860,465	94%	1,733,849
760	UNEMPLOYMENT	4,277	15,000	18,358	-	18,358	122%	14,220
770	WORKERS COMPENSATION	14,915	1,106,358	695,816	-	695,816	63%	890,850
790	EQUIPMENT REPLACEMENT	7,017	2,765,964	600,443	181,542	781,985	28%	786,914
791	EMPLOYEE BENEFITS FUND	9,078	850,000	734,156	-	734,156	86%	679,967
795	GEN. LIABILITY INSURANCE	33,642	1,893,436	1,876,203	4,650	1,880,853	99%	1,715,769
TOTAL INTERNAL SERVICE FUNDS		743,026	14,737,510	9,743,427	451,302	10,194,729	69%	9,660,832
REPORT TOTAL		\$ 19,172,370	\$ 241,587,484	\$ 154,241,202	\$ 14,497,376	\$ 168,738,578	70%	\$ 149,851,083



City of Morgan Hill
Fund Activity Summary - Fiscal Year 2022-23
For the Month Ended June 30, 2023
100% of Year Complete

Fund No.	Fund Description	Beginning Fund Balance 07-01-22	Revenues		Expenses		Year to-Date Deficit or Carryover	Preliminary Ending Fund Balance	
			YTD Actual	% of Budget	YTD Actual	% of Budget		Reserved ¹	Unreserved
010	GENERAL FUND	\$ 33,685,888	\$ 51,987,034	101%	\$ 53,371,616	92%	\$ (1,384,582)	\$ 2,749,117	\$ 29,552,189
TOTAL GENERAL FUND		\$ 33,685,888	\$ 51,987,034	101%	\$ 53,371,616	92%	\$ (1,384,582)	\$ 2,749,117	\$ 29,552,189
202	STREET MAINTENANCE	63,915	\$ 795,009	87%	\$ 795,009	93%	\$ 0	\$ -	\$ 63,915
205	PUBLIC SAFETY/SUPPL. LAW	251,291	169,762	167%	101,252	99%	68,510	-	319,801
206	DEVELOPMENT SERVICES	(495,437)	5,904,081	96%	5,794,013	94%	110,068	113,878	(499,247)
207	LONG RANGE PLANNING	1,197,975	1,045,425	105%	863,145	83%	182,280	16,140	1,364,115
215 / 216	CDBG	29,812	1,021	418%	81	100%	940	-	30,752
225	ASSET SEIZURE	101,644	1,588	162%	759	100%	829	-	102,473
229	LIGHTING AND LANDSCAPE	190,530	199,320	100%	192,937	86%	6,383	4,070	192,844
230	COMMUNITY FACILITIES DISTRICT	132,368	51,629	137%	33,375	84%	18,254	-	150,622
232	ENVIRONMENTAL PROGRAMS	236,258	563,537	102%	471,708	90%	91,828	1,034	327,053
234	MOBILE HOME PK RENT STAB.	69,992	6,736	1527%	881	100%	5,855	-	75,847
235	SENIOR HOUSING	236,079	-	n/a	-	n/a	-	-	236,079
236	HOUSING MITIGATION	5,879,386	1,229,070	78%	838,929	44%	390,141	87,138	6,182,389
240	EMPLOYEE ASSISTANCE	61,964	8,974	43%	10,113	48%	(1,139)	-	60,825
246	COUNTYWIDE SOLID WASTE	129,862	1,665,193	211%	1,518,080	81%	147,112	266,651	10,324
247	ENVIRONMENT REMEDIATION	139,118	2,156	211%	-	n/a	2,156	-	141,274
255	HOUSING SUCCESSOR AGENCY	3,091,721	104,274	45%	1,159,781	101%	(1,055,507)	-	2,036,214
260	PUBLIC ART	67,129	-	n/a	18,658	110%	(18,658)	-	48,471
TOTAL SPECIAL REVENUE FUNDS		\$ 11,383,607	\$ 11,747,773	94%	\$ 11,798,720	85%	\$ (50,947)	\$ 488,910	\$ 10,843,750
301	PARK DEV. IMPACT FUND	\$ (822,989)	\$ 3,744,621	273%	\$ 1,398,501	41%	\$ 2,346,119	\$ 391,687	\$ 1,131,443
302	PARK MAINTENANCE	2,567,344	589,257	109%	656,345	39%	(67,088)	-	2,500,256
303	LOCAL DRAINAGE	11,596,359	1,222,059	326%	919,801	8%	302,258	1,054,762	10,843,854
304	LOCAL DRAINAGE/NON-AB1600	1,374,682	112,876	387%	136,624	49%	(23,748)	42,972	1,307,962
306	AG. AND OPEN SPACE PRESERVATION	589,238	77,991	1542%	125,854	46%	(47,863)	-	541,375
308	STREET CIP	5,741,205	5,374,705	95%	7,041,634	85%	(1,666,929)	112,650	3,961,626
309	TRAFFIC IMPACT FUND	1,187,038	8,539,955	167%	6,113,598	63%	2,426,356	3,228,815	384,579
315	PUBLIC SAFETY FACILITIES IMPACT	3,221,824	667,333	8%	880,168	7%	(212,834)	507,639	2,501,351
346	PUBLIC FACILITIES NON-AB1600	2,878,803	410,669	35%	319,392	9%	91,277	68,170	2,901,910
347	PUBLIC FACILITIES IMPACT FUND	1,017,051	122,501	89%	29,154	2%	93,347	-	1,110,398
348	LIBRARY IMPACT FUND	1,444,583	193,209	40%	222,919	100%	(29,710)	-	1,414,873
350	UNDERGROUNDING	1,600,648	26,265	89%	1,141	0%	25,124	-	1,625,772
355	SCHOOL PEDESTRIAN/TRAFFIC SFTY	(46,063)	214,920	45%	76,806	17%	138,114	13,534	78,517
360	COMM/REC CTR IMPACT FUND	1,295,025	542,707	41%	851,988	37%	(309,282)	660,684	325,060
375	QUIMBY FEE	839,370	1,563,760	239%	689,870	44%	873,889	33,213	1,680,047
TOTAL CAPITAL PROJECT FUNDS		\$ 34,484,118	\$ 23,402,826	91%	\$ 19,463,796	34%	\$ 3,939,030	\$ 6,114,125	\$ 32,309,023
420	CIVIC CENTER DEBT	\$ 173,445	\$ 294,554	101%	\$ 292,166	100%	\$ 2,388	\$ 75	\$ 175,758
441	POLICE FACILITY BOND DEBT	166,744	387,708	100%	387,509	100%	200	96	166,848
TOTAL DEBT SERVICE FUNDS		\$ 340,189	\$ 682,262	100%	\$ 679,674	100%	\$ 2,588	\$ 170	\$ 342,606
640	WASTEWATER OPERATIONS	\$ 4,567,000	\$ 15,328,598	104%	\$ 15,968,899	98%	\$ (640,301)	98,688	3,828,011
641	WASTEWATER IMPACT FUND*	20,552,531	13,543,489	76%	10,605,746	33%	2,937,743	953,711	22,536,563
642	WASTEWATER RATE STABILIZATION	2,726,339	94,809	190%	1,818	100%	92,991	-	2,819,330
643	WASTEWATER CAPITAL PROJECTS	22,007,034	6,816,156	102%	14,153,602	60%	(7,337,446)	2,553,152	12,116,437
650	WATER OPERATIONS	4,289,349	18,051,227	102%	15,962,583	91%	2,088,644	664,291	5,713,702
651	WATER IMPACT FUND*	2,924,596	776,079	83%	710,293	80%	65,786	18,077	2,972,305
652	WATER RATE STABILIZATION	3,154,313	51,364	n/a	1,362	100%	50,002	-	3,204,315
653	WATER -CAPITAL PROJECT	10,397,946	5,260,646	103%	1,779,667	32%	3,480,979	406,004	13,472,922
TOTAL ENTERPRISE FUNDS		\$ 70,619,108	\$ 59,922,367	95%	\$ 59,183,968	61%	\$ 738,399	\$ 4,693,922	\$ 66,663,584
730	INFORMATION SERVICES	\$ 795,800	\$ 2,240,479	100%	\$ 2,254,678	86%	\$ (14,199)	\$ 233,552	\$ 548,048
740	BUILDING MAINTENANCE	(166,058)	1,655,767	100%	1,477,630	89%	178,137	19,627	(7,548)
741	BUILDING REPLACEMENT	3,719,439	875,311	105%	228,189	12%	647,122	9,420	4,357,141
745	CIP ENGINEERING	8,327	1,856,939	94%	1,857,954	94%	(1,015)	2,511	4,801
760	UNEMPLOYMENT	316,781	4,649	201%	18,358	122%	(13,709)	-	303,072
770	WORKERS COMPENSATION	1,944,442	926,684	129%	695,816	63%	230,868	30,000	2,145,310
790	EQUIPMENT REPLACEMENT	6,113,244	2,277,079	103%	600,443	22%	1,676,636	181,542	7,608,338
791	EMPLOYEE BENEFITS FUNDS	(161,343)	812,360	100%	734,156	86%	78,203	-	(83,140)
795	GEN. LIABILITY INSURANCE	1,123,565	1,993,947	101%	1,876,203	99%	117,743	4,650	1,236,658
TOTAL INTERNAL SERVICE FUNDS		\$ 13,694,197	\$ 12,643,214	102%	\$ 9,743,427	66%	\$ 2,899,787	\$ 481,302	\$ 16,112,682

 CITY OF MORGAN HILL		City of Morgan Hill Fund Activity Summary - Fiscal Year 2022-23 For the Month Ended June 30, 2023 100% of Year Complete						
		Beginning Fund Balance	Revenues		Expenses		Year to-Date Deficit or Carryover	Preliminary Ending Fund Balance
07-01-22		YTD Actual	% of Budget	YTD Actual	% of Budget		Reserved ¹	Unreserved

SUMMARY BY FUND TYPE

GENERAL FUND GROUP	\$ 33,685,888	\$ 51,987,034	101%	\$ 53,371,616	92%	\$ (1,384,582)	\$ 2,749,117	\$ 29,552,189
SPECIAL REVENUE GROUP	11,383,607	11,747,773	94%	11,798,720	85%	(50,947)	488,910	10,843,750
DEBT SERVICE GROUP	340,189	682,262	100%	679,674	100%	2,588	170	342,606
CAPITAL PROJECTS GROUP	34,484,118	23,402,826	91%	19,463,796	34%	3,939,030	6,114,125	32,309,023
ENTERPRISE GROUP	70,619,108	59,922,367	95%	59,183,968	61%	738,399	4,693,922	66,663,584
INTERNAL SERVICE GROUP	13,694,197	12,643,214	102%	9,743,427	66%	2,899,787	481,302	16,112,682
TOTAL ALL GROUPS	\$ 164,207,107	\$ 160,385,476	97%	\$ 154,241,202	64%	\$ 6,144,274	\$ 14,527,547	\$ 155,823,834

For Enterprise Funds: Unrestricted fund balance = Fund balance net of fixed assets and long-term liabilities.
 *Unreserved fund balance includes bond proceeds reserved for projects listed in bond documents.
¹ Amount restricted for encumbrances, fixed asset replacement, long-term receivables, and bond reserves.

City Manager's Signature Authority

Contracts and Agreements Between \$25,000 to \$60,000 Entered From 4/4/2023 to 8/10/2023

Vendor Name	Description of Service	Begin Date	End Date	Department	Amount
Golden Bear Detailing	On-Site Car Washing Services	4/13/2023	6/30/2025	E&U	\$52,722
Island Kids LLC.	Consultant to provide youth science classes and/or camps	4/15/2023	6/30/2024	CS	\$40,000
Alter Tech Solutions, LLC	Complete Implementation of Cityworks for Wastewater Dept	4/25/2023	6/30/2024	E&U	\$60,000
Lisa Wise Consulting, Inc.	Monterey Corridor Form based code	4/26/2023	6/30/2024	DS	\$34,953
Golden Bay Construction	Hale Ave Extension project	5/1/2023	5/1/2025	E&U	\$60,000
Skyhawks Sports Academy	Consultant to provide youth sports classes and/or camps	5/5/2023	6/30/2024	CS	\$60,000
Arrow Asphalt & Concrete	2023 Seal coat and striping project	5/11/2023	8/11/2023	E&U	\$35,247
Planet Futsal, Inc. DBA Futsal Kingz	Provide youth futsal and soccer classes and/or camps	5/25/2023	6/30/2024	CS	\$60,000
Stanford Health Care DBA Stanford Hospital and Clinics	Provide One or More EMS director for Emergency Medical Services	6/1/2023	6/30/2025	Fire	\$39,000
Statewide Traffic Safety & Signing	Traffic Control for all 4th Saturdays Downtown Street Series (8/26, 9/23, and 10/28)	6/4/2023	10/29/2023	E&U	\$28,317
Mark Thomas & Company, Inc.	Hale Ave Phase 2B project	6/14/2023	12/5/2023	E&U	\$59,500
A & B Mechanical, Inc.	Morgan Hill PD Server Room AC installation	6/21/2023	8/5/2023	E&U	\$53,370
County of Santa Clara Waste Reduction Commission Implementation Committee	County of Santa Clara Green Business Program	7/1/2023	6/30/2024	CS	\$50,000
Geographic Technologies Group	GIS Services	7/4/2023	6/30/2025	CS	\$49,390
NBS Government Finance Group	Wastewater rate and impact fee study	7/13/2023	6/30/2024	FIN	\$59,875
Coleman Security and Investigations	Security Services at selected special events	7/26/2023	6/30/2024	CS	\$60,000
VertexOne Software, LLC.	Provide comprehensive suite of water conservation reports and online resources	8/4/2023	6/30/2024	E&U	\$52,700
Independence Day Celebrations	Morgan Hill Freedom Fest 2023	8/4/2023	6/30/2024	CS	\$45,000

CITY COUNCIL STAFF REPORT

MEETING DATE: August 23, 2023

PREPARED BY:

Kim Mancera, Deputy City Clerk

APPROVED BY: City Manager

APPOINT VOTING DELEGATES FOR THE 2023 CALCITIES (LEAGUE) ANNUAL CONFERENCE

RECOMMENDATION(S)

1. Appoint a voting delegate and up to two (2) alternate voting delegates to the CalCities Annual Conference; and
2. Direct the Clerk team to complete and forward the voting delegate form to CalCities.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Protecting the Environment and Preserving Open Space and Agricultural Land

Maintaining and Enhancing Infrastructure

Supporting our Youth, Seniors, and Entire Community

Fostering a Positive Organizational Culture

Preserving and Cultivating Public Trust

Preserving our Community History

Enhancing Diversity and Inclusiveness

Advancing Regional Initiatives

2022-2023 Strategic Priorities

Fiscal Sustainability

Affordable Housing and Homelessness

Community Outreach, Engagement, and Messaging

Economic Development

Transportation

REPORT NARRATIVE:

CalCities is holding its Annual Conference September 20-22, 2023 at which it will conduct its General Assembly Meeting, where members can directly participate in the development of Cal Cities policy. The League's bylaws provide that each city is entitled to one vote on matters affecting municipal or League policy. The voting delegate and/or alternate(s) must be registered for the conference and present to vote. The

memorandum from the League requesting the designation of a voting delegate for the League's Annual Conference is attached (attachment 1).

It has been the City Council's past practice to appoint the Mayor as the primary voting delegate and the Mayor Pro Tem as the alternate voting delegate. Staff requests the Council appoints a primary voting delegate and up to two alternate voting delegates. In 2006, the League authorized the appointment of up to two alternates to plan for unforeseen situations (bylaw amendment).

The General Assembly Meeting will convene on Friday, September 22nd, at 8:30 a.m.

By approving the recommendation, our League representatives are authorized to vote on amendments in the manner they deem to be in the best interest of the City.

COMMUNITY ENGAGEMENT:

Inform

This report serves to inform the community of the voting delegates appointed for the 2023 CalCities (League) Annual Conference.

ALTERNATIVE ACTIONS:

Council could decide to not support the recommended actions.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Each year the City Council appoints voting delegates to attend and vote at CalCities Annual Conference.

FISCAL AND RESOURCE IMPACT:

The cost of the conference registration is included in the adopted FY 2023-24 City Council budget.

CEQA (California Environmental Quality Act):

Not a project.

The appointment of voting delegates is not a project, as defined in Section 15378 of the State CEQA guidelines.



Council Action Advised by August 28, 2023

DATE: Wednesday, June 21, 2023

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 20-22, 2023,
Sacramento SAFE Credit Union Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Sept. 22, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Please complete the attached voting delegate form and email it to Cal Cities office no later than Monday, August 28.

New this year, we will host a pre-conference information session for voting delegates to explain their role. Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council.

Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.



Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](https://calcities.org) website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the SAFE Credit Union Convention Center in Sacramento, will be open at the following times: Wednesday, Sept. 20, 8:00 a.m.- 6:00 p.m. and Thursday, Sept. 21, 7:30 a.m.- 4:00 p.m. On Friday, Sept. 22, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Monday, Aug. 28. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Voting Delegate/Alternate Form
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.



CITY: _____

2023 ANNUAL CONFERENCE VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Monday, August 28, 2023. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the General Assembly, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the General Assembly. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the voting delegate desk.

1. VOTING DELEGATE

Name: _____

Email: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk: _____ Date: _____ Phone: _____
(circle one) (signature)

Please complete and email this form to votingdelegates@calcities.org by Monday, August 28, 2023.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure that we are representing California cities with one voice. These policies directly guide Cal Cities advocacy to promote local decision-making, and lobby against statewide policy that erodes local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how Resolutions and the General Assembly works.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.



Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.



During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.



Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²



General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates — one from every member city.

Seven **Policy Committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, municipal department, as well as individuals appointed by the Cal Cities president.

What's new in 2023?



- Voting delegates will receive increased communications to prepare them for their role during the General Assembly.
- The General Assembly will take place earlier to allow more time for debate and discussion.
- Improvements to the General Assembly process will make it easier for voting delegates to discuss and debate resolutions.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

CITY COUNCIL STAFF REPORT

MEETING DATE: August 23, 2023

PREPARED BY:

Donald Larkin, City Attorney

APPROVED BY: City Manager

APPROVE AMENDMENTS TO POLICIES NO. 97-01 AND 18-04, REMOVING REFERENCES TO THE STANDARD CODE OF PARLIAMENTARY PROCEDURE AND ADOPTING ROSENBERG'S RULES OF ORDER

RECOMMENDATION(S)

Approve amendments to City policies removing references to the Standard Code of Parliamentary Procedure and adopting Rosenberg's Rules of Order for the conduct of City Council and Planning Commission meetings.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Fostering a Positive Organizational Culture

REPORT NARRATIVE:

POLICY CONSIDERATION:

Should the City use Rosenberg's Rules of Order for the conduct of City Council and Planning Commission meetings?

ANALYSIS:

At its May 3, 2023 meeting, Council directed staff to recommend policy changes that would address how abstentions are counted for voting purposes. While most rules of procedure give guidance regarding the counting of abstentions, the Sturgis's Standard Code of Parliamentary Procedure--which the Council currently follows--does not.

Rather than create a special policy for abstentions, staff recommends that the Council adopt standard procedures that are better suited to a five-member City Council. The Sturgis rules are cumbersome, and are designed for a much larger body than the City Council. Staff recommends adoption of Rosenberg's Rules of Order, which are published by the League of California Cities and available [here](#).

Rosenberg's rules are significantly simplified from Sturgis's code, but in practice are substantially similar. They also have the advantage of being easily accessible to Council, staff, and members of the public. Under Rosenberg's Rules, abstentions are counted as "no" votes.

The Planning Commission currently follows the same rules of procedure as City Council. To maintain that practice, staff recommends amending the City Council policy regarding the conduct of Planning Commission meetings consistent with the changes to City Council procedures.

COMMUNITY ENGAGEMENT:

None. This item is an internal City Council policy.

ALTERNATIVE ACTIONS:

The Council could chose to adopt an alternative procedure, adopt a specific policy regarding abstentions, or make no changes to the current procedures.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On May 3, 2023, Council directed staff to make a recommendation on a policy change to address how abstentions are counted towards a majority vote.

FISCAL AND RESOURCE IMPACT:

Fiscal:

Staff anticipates a very small savings from using a publicly available resource rather than having to purchase books.

Resource:

Staff and Council will need to become familiar with the new procedures, which will require de minimus resources.

CEQA (California Environmental Quality Act):

Not a Project

Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

CITY OF MORGAN HILL

CITY COUNCIL POLICIES AND PROCEDURES

CP-97-01

SUBJECT: RULES FOR THE CONDUCT OF CITY COUNCIL MEETINGS, PLACEMENT OF ITEMS ON THE AGENDA, AND MATTERS TO BE RECONSIDERED

EFFECTIVE DATE: May 7, 1997

REVISED DATE: March 15, 2023, August 23, 2023

ORIGINATING DEPARTMENT: CITY MANAGER

SECTION 1 - SCOPE

- 1.1** These rules shall establish the procedures for the conduct of all meetings of the City Council of the City of Morgan Hill. The purpose of these rules is to provide procedures consistent with the Ralph M. Brown Act, establish procedures which will be convenient for the public, be fair to all members of the City Council, and contribute to the orderly conduct of City business.

SECTION 2 - MEETINGS

- 2.1** Open to Public: All meetings of the City Council, whether regular or special, shall be open to the public, unless a closed session is scheduled as authorized by law.
- 2.2** Regular Meetings: The City Council shall conduct its regular meetings at the time and place established by ordinance, if specified in the ordinance or resolution.
- 2.3** Review Status of Agenda at 9:00 p.m.: The City Council may review the agenda at 9:00 p.m. to determine if it will be able to conclude its business by 10:00 p.m. If, at 10:00 p.m., the City Council has not concluded its business, before continuing the meeting it shall review and discuss the status of the remaining agenda items and determine by majority vote whether to continue any remaining items to a future regular or special meeting, adjourn the meeting to another date and time, or extend the meeting beyond 10:00 p.m. as needed. The meeting may be extended beyond 10:00 p.m. one time. Additional extensions of time will be at the Mayor's discretion.
- 2.4** Special Meetings/Workshops: A special meeting and/or workshop may be called at any time by the Mayor or Presiding Officer of the City Council or by three members of the City Council. Written notice of any such meeting must specify the purpose of the meeting. Notice of the meeting must be made in accordance with the law.
- 2.5** Closed Sessions: The City Council may hold closed sessions during a regular or special meeting, or at any time authorized by law, to consider or hear any matter which is authorized by law. At times, Closed Sessions may have to be held in an order different than presented due to the timeliness of the matter, to save the City money when an outside attorney has been retained or due to the need for extra time to discuss and deliberate an important closed session item. Closed session items may be continued to

the conclusion of the agenda.

- 2.6 Quorum:** Three (3) members of the City Council shall constitute a quorum and shall be sufficient to transact business. If less than three Council members appear at a regular meeting, the Mayor, Mayor Pro Tempore in the absence of the Mayor, any member of the City Council, or in the absence of all Council members, the City Clerk or Deputy City Clerk shall adjourn the meeting to a stated day and hour.
- 2.7 Adjourned Meetings:** The City Council may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment and permitted by law.

SECTION 3 - POSTING NOTICE AND AGENDA

- 3.1 Posting of Notice and Agenda:** For every regular or special meeting, the City Clerk or other authorized person, shall post a notice of the meeting specifying the time and place at which the meeting will be held and an agenda containing a brief description of all items of business to be discussed at the meeting. The notice and agenda may be combined in a single document.
- a. Posting for Regular Meetings:** For any regular meeting of the City Council, the notice and agenda shall be posted no later than seventy-two (72) hours prior to the time set for the meeting consistent with all Brown Act requirements.
 - b. Posting for Special Meetings:** For any special meetings of the City Council, the notice and agenda shall be posted no later than twenty-four (24) hours prior to the time set for the meeting consistent with all Brown Act requirements.
- 3.2 Location of Posting:** The notice and agenda shall be posted on the City's website and in a place to which the public has unrestricted access during at least normal business hours and where the notice and agenda are not likely to be removed or obscured by other posted materials.
- 3.3 Availability of the Agenda to the Public:** The agenda for any regular or special meeting shall be made available to the public as soon as is practical after delivery to the members of the City Council.

SECTION 4 - AGENDA CONTENTS

- 4.1 Description of Matters:** All items of business to be discussed at a meeting of the City Council shall be briefly described on the agenda. The description of the item and the proposed action to be considered should be set forth as clearly as practical so that members of the public will know the nature of the action under review and consideration.
- 4.2 Placement of items on the agenda:** The Mayor, City Manager, or City Attorney may place items on the agenda. Members of the City Council may request items to be added to an upcoming City Council agenda by requesting an item during the "Future Council Initiated Agenda Items" Section of the agenda. When a Future Council Initiated Agenda Item is requested, the Council Member making the request will send the City Manager a brief summary outlining the request and any relevant background. If the requested item

is not included in the current Strategic Priorities Workplan, the team will bring forward the item at a future Council Meeting within 30-45 days of the request via a brief staff report, including the brief summary provided by the requesting Council Member. At that meeting, the City Council will review the request and determine if the majority of the City Council wants the items agendized at a future meeting for discussion.

- 4.3** Limitation to Act on Only Items on the Agenda: No action shall be taken by the City Council on any item not on the posted agenda, subject only to the exceptions listed below:
- a.** Upon a majority determination that an "emergency situation" (as defined by State Law) exists; and
 - b.** Upon a determination by a 4/5 vote of the City Council that there is a need to take immediate action and that the need to take the action came to the attention of City officials subsequent to posting of the agenda.
- 4.4** Change in Order of Business: The Mayor or Presiding Officer may decide to take matters listed on the agenda out of the prescribed order unless a majority of members present object to this variation.
- 4.5** City Council Reports: On an alternating basis, at each Regular City Council meeting, with a time limit of three minutes, a Council Member has the opportunity to share with the Council and community any pertinent updates or information in regard to their appointments to outside agencies, upcoming events, or relevant City business. These are non-action items.
- 4.6** City Manager Report: These are updates on current City activities, reports on issues raised at previous Council meetings, or recognitions. These are non-action items.
- 4.7** City Attorney Report: These are updates on current City activities, reports on issues raised at previous Council meetings, or reportable actions of the City Council in Closed Sessions and/or current litigation. These are non-action items.
- 4.8** Other Reports: These are pertinent updates or information on upcoming activities or events relevant to City business with a time limit of one minute. These are non-action items.
- 4.9** Public Comment for items not on the agenda: This refers to those matters not scheduled on the agenda where a member of the public wants to address a matter of importance to the City Council. Since the matter is not on the agenda, no action by Council can be taken. If a member of Council so desires, the matter can be placed on the agenda of a future Council meeting for review and consideration.
- 4.10** Consent Calendar: These are items of a routine or generally uncontested nature. Any member of the Council or member of the public may request to have an item pulled from the consent calendar and acted on individually by the Council. Items pulled will be discussed after action is taken on the balance of the consent calendar. The Mayor shall decide if the items are heard before or after moving on to public hearing and other business items.

- 4.11 Public Hearings:** These are matters that are duly noticed and published in a newspaper of general circulation and where required by law, written notice is given to the affected residents who have the opportunity to speak in favor or against a matter or ask questions about the matter.
- 4.12 Other Business:** These are other matters of City business which are not appropriately placed on the consent calendar and do not require published notices and require Council action and direction.
- 4.13 Future Business:** These are items that members of the City Council wish to discuss to potentially take action on or have placed on future agendas.

SECTION 5. ORDER OF BUSINESS

- 5.1** The order of business at meetings of the City Council shall be as follows:
- a.** CALL TO ORDER
 - b.** ROLL CALL ATTENDANCE
 - c.** DECLARATION OF POSTING AGENDA
 - d.** WORKSHOP (if needed; 5:00-6:00 p.m., or as deemed appropriate)
 - e.** CLOSED SESSION (if needed; 6:00-7:00 p.m., or as deemed appropriate)
 - f.** SILENT INVOCATION
 - g.** PLEDGE OF ALLEGIANCE
 - h.** PRESENTATIONS
 - i.** PROCLAMATIONS
 - j.** RECOGNITIONS
 - k.** CITY COUNCIL REPORTS
 - l.** CITY MANAGER'S REPORT
 - m.** CITY ATTORNEY'S REPORT
 - n.** OTHER REPORTS
 - o.** PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA
 - p.** ADOPTION OF AGENDA
 - q.** CONSENT CALENDAR
 - r.** PUBLIC HEARINGS
 - s.** OTHER BUSINESS
 - t.** FUTURE COUNCIL INITIATED AGENDA ITEMS

u. CLOSED SESSION

v. ADJOURNMENT

SECTION 6. PUBLIC COMMENT

6.1 Public Comment: Persons present at meetings of the City Council may comment on individual items on the agenda at the time the items are scheduled to be heard. In addition, comments may be offered on items not on the agenda under that portion of the agenda. In accordance with State law, matters not scheduled on the agenda cannot be acted upon by the City Council, but items raised by the public during public comment may be referred to a future City Council agenda at the request of the Mayor or City Council.

6.2 Limitations: The public comment period may be 3 minutes for items on the agenda or items not listed on the agenda. Speakers are called in the order the speaker cards are submitted. Project applicants or appellants will be allowed more than the designated 3 minutes in accordance with City Council Policy 03-01. Consistent with this policy, the Mayor or Presiding Officer may recall an applicant or appellant to address questions after the public comment is heard. In addition, applicants will be given time at the end of the public hearing to address any questions or comments.

The Mayor or Presiding Officer may allow speakers who wish to speak under public comment for items not on the agenda to concede a portion of their time, specifically, one speaker may concede a portion of their time to one other speaker. For all other business items, the Mayor or Presiding Officer may allow speakers more time and/or allow speakers to concede a portion of their time to a designated speaker of a group, specifically up to two speakers may concede their time to one speaker, unless a majority of the City Council objects. Speakers that wish to designate a group speaker shall notify the City Clerk before discussion on the item begins. Additionally, any speaker that concedes their time must be present at that City Council meeting. Speaker who would like to share documents or presentations may do so by submitting said document to the City Clerk by noon on the day of the City Council Meeting. Speaker may not share videos or presentations with videos embedded within them.

6.3 Procedure: To address the City Council, each speaker is requested to fill out a Speaker Card and turn it in to the City Clerk before discussion on the agenda item begins. The speaker is requested to provide their name, contact information, and the subject(s) upon which the speaker wishes to address the City Council. Speakers who do not wish to provide their name should provide an alternative designation so that they can be called to speak by the City Clerk.

Public comment may be provided in writing for items on the agenda, as well as for items not on the agenda. Public comment in writing may be submitted via email to ccpubliccomment@morganhill.ca.gov or by mail to the City Clerk at 17575 Peak Avenue, Morgan Hill, CA 95037. Please email your comments to the City Clerk no later than 3:00 p.m. on Tuesday (the day before the City Council meeting) for your comments to be submitted to the members of the City Council with sufficient time to review the comments. You may continue to provide written comments up to noon on Wednesday (the day of the meeting although Council Members may not have sufficient time to

review them. Public comments submitted to the City Clerk after noon the day of the meeting will be provided to the City Council as time allows.

Written comments WILL NOT be read aloud during the City Council Meeting. Please note that written comments are posted on the City's website, so do not include any personal information you do not want to be posted on the web.

SECTION 7. PROCEDURES FOR THE CONDUCT OF MEETINGS

7.1 Role of the Mayor/Presiding Officer:

- a.** The Presiding Officer of the City Council, who shall be the Mayor or in the Mayor's absence shall be the Mayor Pro Tempore, or in their absence any other designated member of the City Council, shall be responsible for maintaining the order and decorum of meetings. It shall be the duty and responsibility of the Presiding Officer to ensure that the rules of operation and decorum contained herein are observed. The Presiding Officer shall maintain control of communication between Council Members and between the Council, staff, and public.
- b.** Communication with Council Members:
 - 1. Council Members should request the floor from the Presiding Officer before speaking.
 - 2. When one member of the Council has the floor and is speaking, other Council Members shall not interrupt or otherwise disturb the speaker.
 - 3. During both questions, when one Council Member has the floor, they are limited to 5 minutes. During discussion, the Mayor and Council Members as a whole are limited to 15 minutes. The time limit may be extended at the Mayor's discretion.
 - 4. With the concurrence of the Mayor, a Council Member holding the floor may address a question to another Council Member. The Council Member being questioned may or may not respond while the floor is still held by the Council Member asking the question. The reply shall be limited to the question asked.
- c.** The Mayor or Presiding Officer may declare that an item within the meeting will be conducted in "workshop" format, which means that the procedures described in section 7.1B do not strictly apply. This is to allow for a more open discussion without strict formalities. The Mayor or Presiding Officer may end the workshop format for the item at his/her discretion.
- d.** Communication with Members of the Public Addressing the Council
 - 1. The Mayor or Presiding Officer shall open the floor for public testimony as appropriate.
 - 2. After a witness or subject matter expert has addressed the City Council

during public comment, Council members may only ask questions of witnesses or subject matter experts. Such questions should be directed to the person through the Presiding Officer unless the Presiding Officer grants the Council Member permission to directly question the person.

3. Staff members, through the City Manager, shall be a resource to the City Council to answer questions arising during discussions between Council Members and between Council Members and members of the public. Communications in this regard shall be through the Presiding Officer.
4. Members of the public shall direct their questions and comments through the Presiding Officer.

7.2 Rules of Order: The City Council adopts no specific rules of order except those listed herein. The City Council shall refer to ~~The Standard Code of Parliamentary Procedure by Alice Sturgis (McGraw Hill)~~ Rosenberg's Rules of Order (available at <https://www.cacities.org/UploadedFiles/LeagueInternet/77/77d4ee2b-c0bc-4ec2-881b-42ccdbbe73c9.pdf>) as a guide for the conduct of meetings. The ~~Sturgis~~ guideline regarding not requiring seconds for governmental bodies' motions, resolutions or ordinances is not adopted as the rule in the City. The Mayor or Presiding Officer has the discretion to impose reasonable rules at any particular meeting based upon facts and circumstances found at any particular meeting. These latter rules will be followed unless objected to by a majority of the City Council members present.

7.3 Motions: The Mayor or any member of the City Council may bring a matter of business on the agenda before the Council by making a motion. Before the matter can be considered or debated it must be seconded. Once the motion has been properly made and seconded, the Presiding Officer shall open the matter for full debate offering the first opportunity to debate to the moving party and, thereafter, to any Council Member recognized by the Mayor or Presiding Officer. Debate shall be closed upon consent of a majority of the Council.

7.4 Reconsideration: Immediately after a vote on a matter, any member of the City Council may request to have his/her vote changed on a matter before the Council moves on to the next item. Such a request will be granted by the Mayor or Presiding Officer unless a majority of the Council objects.

A matter may be reconsidered by the City Council if a member on the prevailing side of the vote requests reconsideration. Such a motion may be made at a meeting where such action is taken or at a subsequent meeting of the Council, however, nothing in this policy precludes the majority of members of the City Council from requesting reconsideration of any item.

7.5 Debate:

- a. The discussions and deliberations at meetings of the City Council are to secure the informed judgement of Council members on proposals submitted for decision. This purpose is best served by the exchange of thought through discussion and debate.

Debate is regulated by these rules in order to assure every member a reasonable and equal opportunity to be heard.

b. Obtaining the Floor for Debate:

As soon as a debatable motion has been stated to the Council by the Mayor or Presiding Officer, any member of the Council has a right to discuss it after obtaining the floor. The member obtains the floor by seeking recognition from the Mayor or Presiding Officer. A member who has been recognized is entitled to be heard so long as he/she observes the rules of debate.

c. Speaking More Than Once:

To encourage the full participation of all members of the Council, no member or members shall be permitted to monopolize the discussion of the question. If a Council member has already spoken and other members wish to speak, the latter members should be recognized in preference to the member who has already spoken. However, if no other members seek recognition, the Mayor or Presiding Officer may recognize the member who has already spoken.

d. Relevancy of Debate:

All discussion must be relevant to the motion before the City Council. A member is given the floor only for the purpose of discussing the pending question; discussion which departs is out of order. The Mayor or Presiding Officer should then direct the speaker to limit discussion to the question before the City Council.

A motion-its nature or consequences-may be attacked vigorously. But it is never permissible to attack the motives, character, or personality of a member either directly or by innuendo or implication. It is the duty of the Mayor or Presiding Officer instantly to stop any member who engages in personal attacks. It is the motion, not its proposer, that is the subject of debate. Meetings must discuss measures and ideas, not people.

Arguments, for or against a measure, should be stated as concisely as possible.

Debate must be fundamentally impersonal. All discussion is addressed to the Mayor or Presiding Officer and must never be directed to any individual.

e. Mayor's Duties During Debate:

The Mayor or Presiding Officer has the responsibility of controlling and expediting debate. A Council member who has been recognized to speak on a question has a right to the undivided attention of the Council.

It is the duty of the Mayor or Presiding Officer to keep the subject clearly before the members, to rule out irrelevant discussion, and to restate the question whenever necessary.

SECTION 8. DECORUM

8.1 Council Members: Members of the City Council value and recognize the importance of

- the trust invested to them by the public to accomplish the business of the City. Council Members shall accord the utmost courtesy to each other, to City employees, and to the public appearing before the City Council.
- 8.2** City Employees: Members of City staff shall observe the same rules of order and decorum applicable to the City Council. City staff shall act at all times in a business and professional manner towards Council Members and members of the public.
- 8.3** Public: Members of the public attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council.
- 8.4** Noise in the Chamber: Noise emanating from the audience within the Council Chamber or lobby area, which disrupts City Council meetings, shall not be permitted.
- 8.5** Sergeant-at-Arms: The Chief of Police, or his/her designated representative shall be ex-officio Sergeant-at-Arms of the City Council.

SECTION 9. VIOLATIONS OF PROCEDURES

- 9.1** Nothing in these policies and procedures shall invalidate a properly noticed and acted upon action of the City Council in accordance with State Law.

This policy shall remain in effect until modified by the City Council.

APPROVED:

MARK TURNER, MAYOR

CITY OF MORGAN HILL

CITY COUNCIL POLICIES AND PROCEDURES

CP-18-04

SUBJECT: Rules for the Conduct of Planning Commission Meetings
EFFECTIVE DATE: July 18, 2018
REVISED DATE: August 23, 2023
ORIGINATING DEPARTMENT: Community Development Department

SECTION 1. SCOPE

- 1.1 These rules shall establish the procedures for the conduct of all meetings of the Planning Commission of the City of Morgan Hill. The purpose of these rules is to provide procedures consistent with the Ralph M. Brown Act, establish procedures which will be convenient for the public, be fair to all Commissioners and contribute to the orderly conduct of City business.

SECTION 2. MEETINGS

- 2.1 Open to Public. All meetings of the Planning Commission, whether regular or special, shall be open to the public, unless a closed session is scheduled as authorized by law.
- 2.2 Regular Meetings. The Planning Commission shall conduct its regular meetings at the time and place established by ordinance or resolution if specified in the ordinance. Regular meetings shall not continue beyond 11:00 p.m. unless extended by a majority vote of the Planning Commission pursuant to Section 5.2 of this policy.
- 2.3 Special Meetings. A special meeting may be called at any time by the Community Development Director or by four Commissioners. Written notice of any such meeting must specify the purpose of the meeting. Notice of the meeting must be made in accordance with the law.
- 2.4 Quorum. Four (4) Commissioners shall constitute a quorum and shall be sufficient to transact business. If less than four Commissioners appear at a regular meeting, the Chair, Vice Chair in the absence of the Chair, any Commissioner, or in the absence of all Commissioners, the Minutes Clerk, shall adjourn the meeting to a stated day and hour.
- 2.5 Adjourned Meetings. The Planning Commission may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment and permitted by law.
- 2.6 Attendance. Any commissioner who will be absent from a meeting shall communicate to the Chair and to the Community Development Director in advance of the meeting the date(s) of the meeting(s) that will be missed.

SECTION 3. POSTING NOTICE AND AGENDA

- 3.1 Posting of Notice and Agenda. For every regular or special meeting, the Minutes Clerk or other authorized person, shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all items of business to be discussed at the meeting. This notice and agenda may be combined in a single document.
- 3.2 Location of Posting. The notice and agenda shall be posted on the City's website and in a place to which the public has unrestricted access during at least normal business hours and where the notice and agenda are not likely to be removed or obscured by other posted materials.
- 3.3 Posting for Regular Meetings. For any regular meeting of the Planning Commission, the notice and agenda shall be posted no later than seventy-two (72) hours prior to the time set for the meeting.
- 3.4 Posting for Special Meetings. For any special meeting of the Planning Commission, the notice and agenda shall be posted no later than twenty-four (24) hours prior to the time set for the meeting.

SECTION 4. AGENDA CONTENTS

- 4.1 Description of Matters. All items of business to be discussed at a meeting of the Planning Commission shall be briefly described on the agenda. The description of the item and the proposed action to be considered should be set forth as clearly as practical so that members of the public will know the nature of the action under review and consideration.
- 4.2 Availability of the Agenda to the Public. The agenda for any regular or special meeting shall be made available to the general public as soon as is practical after delivery to the Commissioners.
- 4.3 Limitation to Act on Only Items on the Agenda. No action shall be taken by the Planning Commission on any item not on the posted agenda.

SECTION 5. ORDER OF BUSINESS

- 5.1 The order of business at meetings of the Planning Commission shall be as follows:
 - A. CALL TO ORDER
 - B. ROLL CALL ATTENDANCE
 - C. DECLARATION OF POSTING AGENDA
 - D. WORKSHOP (as deemed appropriate)

E. PLEDGE OF ALLEGIANCE

F. PUBLIC COMMENT

This item refers to those matters not scheduled on the agenda where a member of the public wants to address a matter of importance to the Planning Commission. Since the matter is not one on the agenda, no action by Commission can be taken. If a Commissioner so desires, the matter may be placed on the agenda of a future Commission meeting for review and consideration pursuant to Section 9.

G. CHANGE IN ORDER OF BUSINESS.

The Chair may entertain a motion by a majority request of Commissioners present to take matters listed on the agenda out of the prescribed order.

H. CONSENT CALENDAR

These are items of a routine or generally uncontested nature. Any Commissioner or member of the public may request to have an item pulled from the Consent Calendar and acted on individually by the Commission. Items pulled will be discussed after action is taken on the balance of the Consent Calendar and before moving on to public hearings.

I. PUBLIC HEARINGS

These matters are ones that are duly noticed and published in a newspaper of general circulation and, where required by Law, written notice is given to the affected residents who have the opportunity to speak in favor or against a matter or ask questions about the matter. Public hearings shall be conducted pursuant to City Council Policy CP-03-01.

J. OTHER BUSINESS

These are other matters of City business which are not appropriately placed on the consent calendar and do not require published notices and require Commission action and direction.

K. DIRECTOR'S REPORT/ANNOUNCEMENTS

These are communication items from the Director, including future agenda items. Director will take input from Commissioners on items of interest. Examples of a Director's report or announcement include notice of cancellation of meetings, reminders of scheduled workshops, report back to the Commission, and pending agenda items.

L. ADJOURNMENT

- 5.2 Review Status of Agenda at 11:00 p.m. If, at 11:00 p.m., the Planning Commission has not concluded its business, it shall review the status of the agenda and determine by majority vote whether to extend the meeting beyond 11:00 p.m., continue any remaining items, or adjourn the meeting to another date and time.

SECTION 6. PUBLIC COMMENT

- 6.1 Public Comment. Persons present at meetings of the Planning Commission may comment on individual items on the agenda at the time the items are scheduled to be heard. In addition, comments may be offered on items not on the agenda under that portion of the agenda.
- 6.2 Limitations. The public comment period may be 3 minutes for items on the agenda or items not listed on the agenda. Speakers are called in the order the speaker cards are submitted. Project applicants or appellants will be allowed more than the designated 3 minutes in accordance with City Council Policy 03-01. Consistent with this policy, the Chair or Presiding Officer may recall an applicant or appellant to address questions after the public comment is heard. The Chair or Presiding Officer may allow more time and/or allow speakers to concede their time to a designated speaker of a group unless a majority of the Planning Commission objects. Speakers that wish to designate a group speaker shall notify the Minutes Clerk before discussion on the item begins.
- 6.3 Procedure. To address the Planning Commission, each speaker is requested to fill out a Speaker Card and turn it in to the Minutes Clerk before discussion on the agenda item begins. The speaker is requested to provide their name and contact information and the subject or subjects upon which the speaker wishes to address the Planning Commission. Speakers who do not wish to provide their name should provide an alternative designation so that they can be recognized by the Minutes Clerk.

SECTION 7. APPOINTMENT OF OFFICERS

- 7.1 In June of each year, the selection of chair and vice chair shall be pursuant to City Council Policy CP 96-02, except that if a majority of the Commissioners see the need to extend the term due to special circumstances, the term of the Chair and Vice Chair may be extended for one year. The term of service for these offices shall be one year, beginning at the first meeting in July of each year. No commissioner shall serve more than two consecutive full terms as chairperson. The Chair may resign at any time during his or her role as chair, at which time the Vice Chair may serve the remaining term.

SECTION 8. PROCEDURES FOR THE CONDUCT OF MEETINGS

- 8.1 Role of the Chair/Presiding Officer
 - A. The Presiding Officer of the Planning Commission, who shall be the Chair or in the Chair's absence shall be the Vice Chair, or in their absence any other designated Commissioner, shall be responsible for maintaining the order and decorum of meetings. It shall be the duty and responsibility of the Presiding Officer to ensure that the rules of operation and decorum contained herein are observed. The Presiding Officer shall maintain control of communication between Commissioners and between the Commission, staff, and public.
 - B. Communication with Commissioners
 1. Commissioners should request the floor from the Presiding Officer before speaking.

2. When one Commissioner has the floor and is speaking, other Commissioners shall not interrupt or otherwise disturb the speaker.
 3. With the concurrence of the Chair, a Commissioner holding the floor may address a question to another Commissioner. The Commissioner being questioned may or may not respond while the floor is still held by the Commissioner asking the question. The reply shall be limited to the question asked.
- C. The Chair/Presiding Officer may declare that an item within the meeting will be conducted in “workshop” format, which means that the procedures described in section 8.1B do not strictly apply. This is to allow for a more open discussion without strict formalities.
- D. Communication with Members of the Public Addressing the Commission
1. The Chair shall open the floor for public testimony (typically referred to as public comment) as appropriate.
 2. Commissioners may question a person addressing the Commission at the conclusion of the person's comments or upon expiration of the person's time to speak. Such questions should be directed to the person through the Presiding Officer unless the Presiding Officer grants the Commissioner permission to directly question the person.
 3. Staff shall be a resource to the Planning Commission to answer questions arising during discussions between Commissioners and between Commissioners and members of the public. Communications in this regard shall be through the Presiding Officer.
 4. Members of the public shall direct their questions and comments through the Presiding Officer.
- 8.2 Rules of Order. The Planning Commission adopts no specific rules of order except those listed herein. The Planning Commission shall refer to ~~*The Standard Code of Parliamentary Procedure by Alice Sturgis (McGraw Hill)*~~ *Rosenberg’s Rules of Order* (available at <https://www.cacities.org/UploadedFiles/LeagueInternet/77/77d4ee2b-c0bc-4ec2-881b-42ccdbbe73c9.pdf>) as a guide for the conduct of meetings. The ~~Sturgis~~ guideline regarding not requiring seconds for governmental bodies' motions, resolutions or ordinances is not adopted as the rule in the City. The Chair has the discretion to impose reasonable rules at any particular meeting based upon facts and circumstances found at any particular meeting. These latter rules will be followed unless objected to by a majority of the Commissioners present.
- 8.3 Motions. The Chair or any Commissioner may bring a matter of business on the agenda before the Commission by making a motion. Before the matter can be considered or debated it must be seconded. Once the motion has been properly made and seconded, the Presiding Officer shall open the matter for full debate offering the first opportunity to debate to the moving party and, thereafter, to any Commissioner recognized by the Chair or Presiding

Officer. Debate shall be closed upon consent of a majority of the Commission.

- 8.4 Reconsideration. Immediately after a vote on a matter, any Commissioner may request to have his/her vote changed on a matter before the Commission moves on to the next item. Such a request will be granted by the Chair unless a majority of the Commission objects.

A matter may be reconsidered by the Planning Commission if a Commissioner on the prevailing side of the vote requests reconsideration. Such a motion may be made at a meeting where such action is taken or at a subsequent meeting of the Commission, however, nothing in this policy precludes the majority of Commissioners from requesting reconsideration of any item.

- 8.5 Debate.

- A. The discussions and deliberations at meetings of the Planning Commission are to secure the informed judgement of Commissioners on proposals submitted for decision. This purpose is best served by the exchange of thought through discussion and debate.

Debate is regulated by these rules in order to assure every Commissioner a reasonable and equal opportunity to be heard.

- B. Obtaining the Floor for Debate.

As soon as a debatable motion has been stated to the Commission by the Chair, any Commissioner has a right to discuss it after obtaining the floor. The Commissioner obtains the floor by seeking recognition from the Chair. A Commissioner who has been recognized is entitled to be heard so long as he/she observes the rules of debate.

- C. Speaking More Than Once.

To encourage the full participation of all of the Commissioners, no Commissioner or Commissioners shall be permitted to monopolize the discussion of the question. If a Commissioner has already spoken and other Commissioners wish to speak, the latter Commissioners should be recognized in preference to the Commissioner who has already spoken. However, if no other Commissioners seek recognition, the Chair may recognize the Commissioner who has already spoken.

- D. Relevancy of Debate.

All discussion must be relevant to the motion before the Planning Commission. A Commissioner is given the floor only for the purpose of discussing the pending question; discussion which departs is out of order. The Chair should then direct the speaker to limit discussion to the question before the Planning Commission.

A motion-its nature or consequences-may be attacked vigorously. But, it is never permissible to attack the motives, character, or personality of a Commissioner, City staff, or any member of the public either directly or by innuendo or implication. It is the duty of the Chair instantly to stop any Commissioner who engages in personal

attacks. It is the motion, not its proposer, that is the subject of debate. Meetings must discuss measures and ideas, not people.

Arguments, for or against a measure, should be stated as concisely as possible.

Debate must be fundamentally impersonal. All discussion is addressed to the Chair and must never be directed to any individual.

E. Chair's Duties During Debate.

The Chair has the responsibility of controlling and expediting debate. A Commissioner who has been recognized to speak on a question has a right to the undivided attention of the Commission.

It is the duty of the Chair to keep the subject clearly before the Commissioners, to rule out irrelevant discussion, and to restate the question whenever necessary.

SECTION 9. ITEMS TO BE PLACED ON THE AGENDA

- 9.1 Any Commissioner may at any time request to have any matter that can be legally agendized to be placed on the agenda of the Planning Commission by submitting a memo to the Community Development Director. The memo should be succinct, describe the issue, and the proposed referral, and include any background materials or information relating to the matter. The Community Development Director will transmit all of the documentation to the Deputy City Clerk for distribution to the Planning Commission and public as part of the agenda packets for the meeting.
- 9.2 The Community Development Director will place the item on the next available Planning Commission meeting agenda.
- 9.3 At the meeting at which the referral is agendized, the Planning Commission will consider the proposal and vote on its disposition. A majority of those present are necessary to formally refer an item to the City Staff. Staff will indicate if the referral is inappropriate or otherwise unattainable which shall be considered by the Planning Commission during its deliberation.

SECTION 10. DECORUM

- 10.1 Commissioners. Commissioners value and recognize the importance of the trust invested to them by the public to accomplish the business of the City. Commissioners shall accord the utmost courtesy to each other, to City employees, and to the public appearing before the Planning Commission.
- 10.2 City Employees. City staff and consultants shall observe the same rules of order and decorum applicable to the Planning Commission. City staff shall act at all times in a business and professional manner towards Commissioners and members of the public.
- 10.3 Public. Members of the public attending Planning Commission meetings shall observe the same rules of order and decorum applicable to the Planning Commission.

- 10.4 Noise in the Chambers. Noise emanating from the audience within the Commission Chambers or lobby area, which disrupts Planning Commission meetings, shall not be permitted.
- 10.5 Sergeant-at-Arms. The Chief of Police, or his/her designated representative, shall be ex-officio Sergeant-at-Arms of the Planning Commission.

SECTION 11. VIOLATIONS OF PROCEDURES

- 11.1 Nothing in these policies and procedures shall invalidate a properly noticed and acted upon action of the Planning Commission in accordance with State Law.

This Policy Shall remain in effect until modified by the City Council.

APPROVED:

~~STEVE TATE~~ Mark Turner,
MAYOR