CITY OF MORGAN HILL

Special/Regular Meeting Agenda

City Council

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

Wednesday, February 21, 2024 5:00 PM

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

AMENDED AGENDA - This agenda has been amended to remove remote participation.

~~Council Member Yvonne Marinez Beltran will be participating remotely as follows:~~

~~Residence Inn by Marriott Sacramento Downtown at Capitol Park~~
~~1121 15th St~~
~~Sacramento, CA 95814~~

~~Public comment shall be allowed from this location.~~

Morgan Hill City Council meetings are held in person with the option for the public to attend in-person or view 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 view the meetings remotely may do so by joining virtually at: https://bit.ly/MHCityCouncilMeeting, by calling (669) 900-9128, then enter the webinar id: 873 3200 8380# or on our website at https://www.morganhill.ca.gov/2101/Agendas-Minutes.

Public comment may only be provided in the following ways:

- In-person at the City Council Meeting;
- In writing
  - Via email to ccpubliccomment@morganhill.ca.gov; or
  - Hard copy hand delivered 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. It is recommended that you do not include any personal information that you do not want to be posted on the web. Please be advised that communications directed to the City Council are public records and are subject to disclosure pursuant to the California Public Records Act and Brown Act unless exempt from disclosure under the applicable law. Communications will NOT be edited for redactions and will be printed/posted as submitted.

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.

SPECIAL/REGULAR MEETING

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

SPECIAL MEETING

5:00 p.m. Closed Session

CALL TO ORDER

ROLL CALL ATTENDANCE

DECLARATION OF POSTING AGENDA

CLOSED SESSION

Conference with Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to § 54956.9(b): (1 Case)

OPPORTUNITY FOR PUBLIC COMMENT

ADJOURN TO CLOSED SESSION

REGULAR MEETING

6:00 p.m.

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

YAC Presentation
Habitat Plan Amendment

RECOGNITIONS

Recognizing the 2023 STEM winner

PROCLAMATIONS

Proclaiming the month of February as Black History Month
Proclaiming February 7, 2024 as National Girls and Women in Sports Day

CITY COUNCIL REPORTS

Council Member Borgioli

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)

Public Comment Supplement

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. ACCEPTANCE OF 2023 PAVEMENT REHABILITATION PROJECT IN THE AMOUNT OF $4,009,627

Recommendation:

1. Accept as complete the 2023 Pavement Rehabilitation 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. ACCEPTANCE OF JACKSON OAKS WATER MAIN PROJECT IN THE AMOUNT OF $642,338

Recommendation:

1. Accept as complete the Jackson Oaks Water Main 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.

3. ACCEPT DONATION OF UP TO $7,000 FOR TREES FOR IMPROVEMENTS AT COMMUNITY PARK FROM GOOGLE

Recommendation:

Authorize the City Manager to accept a donation of trees valued up to $7,000 for Community Park improvements.

4. ADOPT RESOLUTION APPROVING A FUNDS TRANSFER AGREEMENT (FTA) WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTION FOR GRADE SEPARATIONS AND DIRECT THE CITY MANAGER TO NEGOTIATE A CONSULTANT AGREEMENT WITH BIGGS CARDOSA ASSOCIATES, INC. FOR AN AMOUNT NOT TO EXCEED $1 MILLION FOR THE COMPLETION OF DESIGN AND ENGINEERING WORK FOR GRADE SEPARATIONS FOR DUNNE AVENUE AND DOWNTOWN CALTRAIN STATION PEDESTRIAN CROSSING

Recommendation:

1. Adopt resolution approving a Funds Transfer Agreement with California Department of Transportation to fund design and engineering work for grade separations for Dunne Avenue and for the Downtown Caltrain Station pedestrian crossing;
2. Designate the City Manager as the person authorized to execute Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements, and any amendments thereto with the California Department of Transportation; and
3. Direct the City Manager to negotiate a consultant agreement with Biggs Cardosa Associates, Inc. for an amount not to exceed $1 million for the completion of design and engineering work for grade separations for Dunne Avenue and for the Downtown Caltrain Station pedestrian crossing.

5. ADOPT RESOLUTION OF INTENT TO HOLD SPECIAL BALLOT PROCEEDING FOR SPARHAWK SUBAREA OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NUMBER 1

Recommendation:
Adopt resolution declaring intent and authorizing special ballot proceeding required to increase the maximum assessment rate for the Sparhawk subarea of the City's Landscape Assessment District Number 1, effective Fiscal Year (FY) 2024-25.

6. ADOPT UPDATES TO THE SUSTAINABLE MORGAN HILL DOCUMENT

Recommendation:
Adopt updates to the Sustainable Morgan Hill document.

7. APPROVE CONTRACT AMENDMENTS FOR CITY ON-CALL PLUMBING CONTRACTORS

Recommendation:

1. Authorize the City Manager to execute a fourth amendment to the agreement with Burr Plumbing extending the term of the contract to June 30, 2025 and increasing the maximum compensation to $307,625; and
2. Authorize the City Manager to execute a fourth amendment to the agreement with Century Commercial Service, Inc. extending the term of the contract to June 30, 2025.

8. APPROVE PACIFIC GAS AND ELECTRIC COMPANY AGREEMENT TO PROVIDE ELECTRIC SERVICE TO THE BUTTERFIELD FIRE STATION PROJECT

Recommendation:

1. Ratify approval of the Pacific Gas and Electric Company Agreement to provide electric service to the Butterfield Fire Station Project; and
2. Authorize the City Manager to administer and execute the Pacific Gas and Electric Company Agreement in the amount of $161,921.

9. APPROVE REVISIONS TO CITY COUNCIL POLICY CP 94-04, THE CITY'S INVESTMENT POLICY

Recommendation:
Approve revisions to City Council Policy CP 94-04, the City's Investment Policy.

10. APPROVE THE JANUARY 17, 2024 CITY COUNCIL MEETING MINUTES

Recommendation:
Approve minutes.

11. AWARD THE POLICE DEPARTMENT EXPANSION PROJECT TO JAHN PLUMBING, INC. IN THE AMOUNT OF $229,221 AND THE CONTINGENCY NOT TO EXCEED $22,922

Recommendation:

1. Award the Police Department Expansion Project to Jahn Plumbing, Inc. in the amount of $229,221; and authorize the expenditure of contingency funds not to exceed $22,922; and
2. Authorize the City Manager to execute and administer that certain construction contract with Jahn Plumbing, Inc.

12. AWARD MADRONE CHANNEL TRAIL IMPROVEMENTS PHASE II PROJECT TO BEALS MARTIN AND ASSOCIATES, INC. IN THE AMOUNT OF $497,327 AND A CONTINGENCY NOT TO EXCEED $49,733, AND ADOPT RESOLUTION AMENDING THE FISCAL YEAR 2023-24 BUDGET TO RECOGNIZE $335,000 AS GRANT REVENUE AND APPROPRIATE AN ADDITIONAL $190,000 IN THE PARK IMPACT FUND (301) , FOR THE MADRONE CHANNEL TRAIL IMPROVEMENTS PHASE II PROJECT

Recommendation:

1. Adopt resolution amending the Fiscal Year 2023-24 Budget to recognize $335,000 as grant revenue and appropriate an additional $190,000 in the Park Impact Fund (301), for the Madrone Channel Trail Improvements Phase II Project;
2. Approve the Madrone Channel Trail Improvements Phase II Project Plans and Specifications;
3. Award contract to Beals Martin and Associates, Inc. for the Madrone Channel Trail Improvements Phase II Project in the amount of $497,327;
4. Authorize expenditure of construction contingency funds not to exceed $49,733; and
5. Authorize the City Manager to execute and administer the construction contract with Beals Martin and Associates, Inc.

13. RECEIVE ANNUAL REPORT ON 2023 CITY ENGINEER ACCEPTANCES OF PUBLIC IMPROVEMENTS COMPLETED BY PRIVATE DEVELOPMENT PROJECTS

Recommendation:
Accept and file Annual Report on 2023 City Engineer acceptances of public improvements completed by private development projects.

PUBLIC HEARINGS

14. ADOPT RESOLUTION APPROVING COMMENCEMENT OF 2024 WEED ABATEMENT PROGRAM

Recommendation:

1. Open/Close public hearing; and
2. Adopt a resolution authorizing Santa Clara County to commence hazardous vegetation abatement activities.

OTHER BUSINESS

15. ADOPT RESOLUTIONS CALLING FOR A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024; PLACING A MEASURE ON THE BALLOT TO ENACT A TWELVE CONSECUTIVE YEAR LIMIT ON COMBINED MAYORAL AND CITY COUNCIL SERVICE; PLACING A MEASURE ON THE BALLOT TO AMEND THE CURRENT TWO-YEAR MAYORAL TERM TO A FOUR-YEAR TERM; AND PROVIDE DIRECTION REGARDING TERM LIMITS FOR CITY BOARDS AND COMMISSIONS.

Recommendation:

1. Adopt Resolution A calling for a General Municipal Election to be held on Tuesday, November 5, 2024, to elect a Mayor, one Council Member from District A, one Council Member from District C, and the City Treasurer;
2. Adopt Resolution B requesting the services of the Board of Supervisors of the County of Santa Clara and the Registrar of Voters Office - and the Consolidation of the Election;
3. Adopt Resolution C placing a measure on the ballot to enact a twelve consecutive year limit on combined Mayoral and City Council service;
4. Adopt Resolution D placing a measure on the ballot to amend the current two-year Mayoral Term to a four-year term; and
5. Provide direction regarding term limits for boards and commissions.

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.

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 request an item on the agenda for a future City Council meeting. 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.

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 OF MORGAN HILL

From:	Michelle Bigelow
To:	Kim Mancera
Cc:	Christina Turner
Subject:	FW: Term Limits
Date:	Tuesday, January 30, 2024 8:28:12 AM

Public comment for 2/21 meeting

Michelle Bigelow, MMC, CPMC
City Clerk/Public Information Officer
she | her | hers *(what's this?)*

City of Morgan Hill
City Clerk's Office
17575 Peak Avenue, Morgan Hill, CA 95037

D: 408.310.4678 **O:** 408.779.7259
michelle.bigelow@morganhill.ca.gov
morganhill.ca.gov | **facebook** | **twitter**

From: Dan Makinster <dan@agilecoms.com>
Sent: Tuesday, January 30, 2024 7:14 AM
To: mark.turner@morgan hill.ca.gov; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>
Subject: [EXTERNAL] Term Limits

To the esteemed members of Morgan Hill city officials and city council members,

I'm a resident of Morgan Hill and I'm asking you to please vote to oppose term limits."

Thank you.

Dan Makinster
Agile Communication Systems
16315 Vineyard Blvd. Suite B
Morgan Hill, CA 95037
408-659-8449

WARNING: This message is from an external user. Confidential information such as social security numbers, credit card numbers, bank routing numbers, gift card numbers, wire transfer information and other personally identifiable information should not be transmitted to this user. For question, please contact the Morgan Hill IT Department by opening a new helpdesk request online or call 408-909-0055.

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: February 21, 2024

PREPARED BY:
Yat Cho, Senior Project Manager
APPROVED BY: City Manager

ACCEPTANCE OF 2023 PAVEMENT REHABILITATION PROJECT IN THE AMOUNT OF $4,009,627

RECOMMENDATION(S)

1. Accept as complete the 2023 Pavement Rehabilitation 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

REPORT NARRATIVE:

On June 7, 2023, the 2023 Pavement Rehabilitation Project was awarded to McKim Corporation in the amount of $3,948,023 with a construction contingency of $394,802. The project included pavement rehabilitation at the following streets (see attachment 1 - vicinity maps):

- La Crosse Drive
- La Rena Court
- La Roda Court
- La Miranda Court
- La Porte Court
- La Prenda Court
- La Escuela Court

- Descansa Court
- El Pajaro Court
- La Mesa Court
- La Sierra Court
- La Honda Court
- La Jolla Court
- La Mar Court
- La Bella Court
- East Middle Avenue between Monterey Road to Railroad Tracks
- Main Avenue from Monterey Road to Butterfield Boulevard
- Llagas Road from Hale Avenue to Old Monterey Road
- Oak View Circle
- Oak View Court

The project's scope of work is described as follows but not limited to: Pavement Milling and Filling, Full Depth Asphalt Concrete Pavement Repairs, Crack Sealing, Replacement of all existing Traffic Delineations and Markings, Utility Adjustments, Traffic Signal Loop Restoration, and all other related work. During construction, additional pavement rehabilitation work was added to the project on Llagas Road from Hale Avenue to Old Monterey Road. The project began on September 5, 2023 and was substantially completed by January 12, 2024. One change order was authorized in the amount of $61,604 (Attachment 2). The final construction contract with McKim Corporation is $4,009,627.

Staff recommends accepting this project as it is complete in accordance with the plans and specifications and directing the City Clerk to file the Notice of Completion (Attachment 3).

COMMUNITY ENGAGEMENT:

Inform

Prior to and during construction, City staff coordinated with all construction activities and roadway closures through citywide emails, social media posts, and the City website. Additional coordination efforts through emails were made with emergency services, the post office, school district, and trash pickup to ensure minimal disruptions to these essential services. Contractor further provided no parking signage and written notifications to affected residents and businesses in advance of commencement of 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:

- On June 7, 2023, the City Council awarded 2023 Pavement Rehabilitation Project to McKim Corporation.
- On April 19, 2023, the City Council received an Update Regarding Pavement Rehabilitation Planning.
- On June 15, 2022, the City Council adopted the FY2022-23 through 2027-28 Capital Improvement Program Project Budget.

FISCAL AND RESOURCE IMPACT:

The final contract amount for the 2023 Pavement Rehabilitation Project is $4,009,627 (Including one change order in the amount of $61,604). The project was awarded to McKim Corporation in the amount of $3,948,023 with an authorized contingency of $394,802 (Total of $4,342,825). This project is funded in the adopted Capital Improvement Program Budget, under Project 519000, Pavement Rehabilitation, funded by the Street CIP Fund (308). The balance of $333,198 will be returned to the Street CIP Fund (308).

CEQA (California Environmental Quality Act):

Categorical Exemption

The activities described in this Staff Report are categorically exempt under CEQA, specifically pursuant to Section 15301 of the CEQA Guidelines (Exisitng 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
CIP Engineering Division

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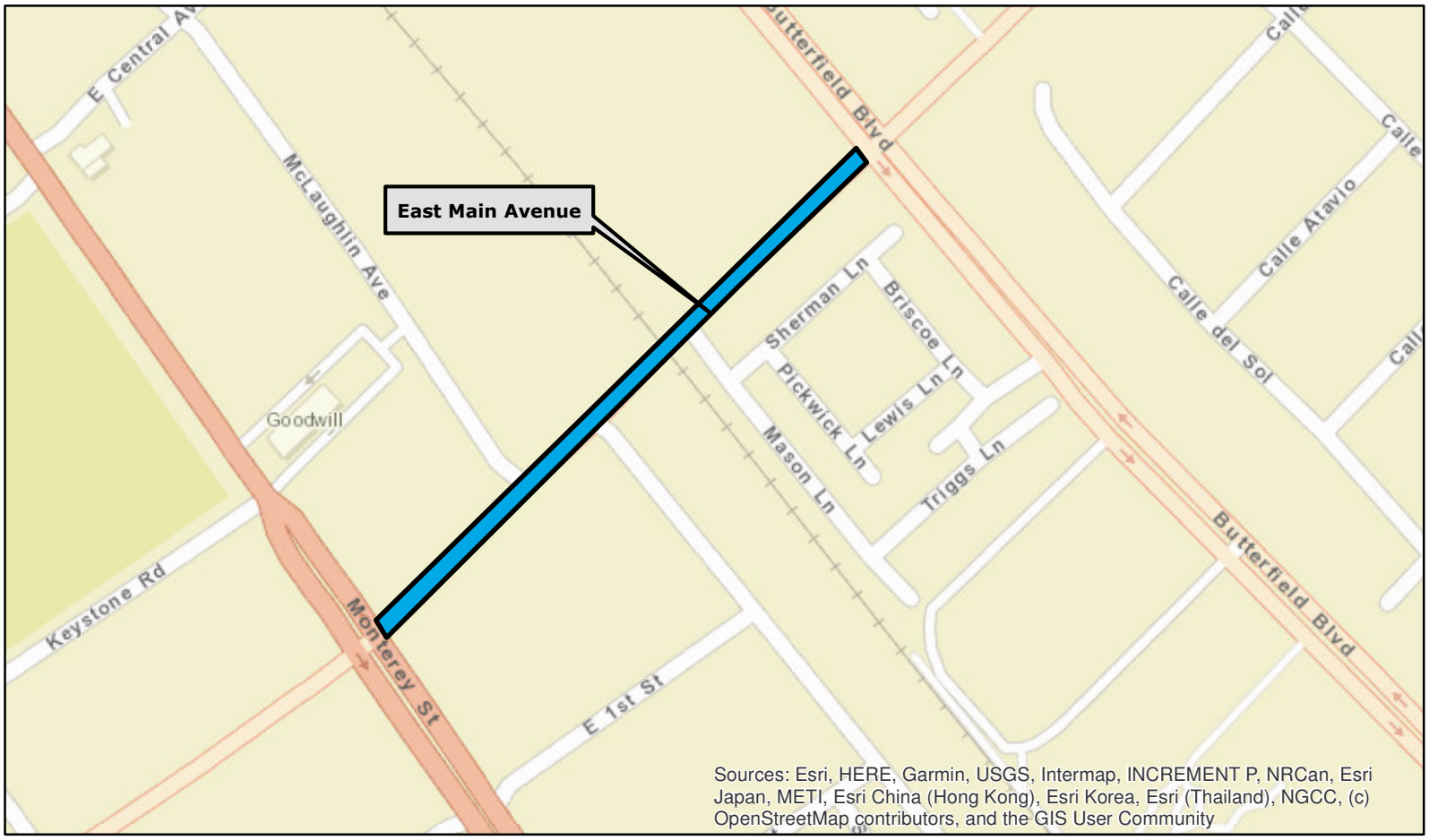
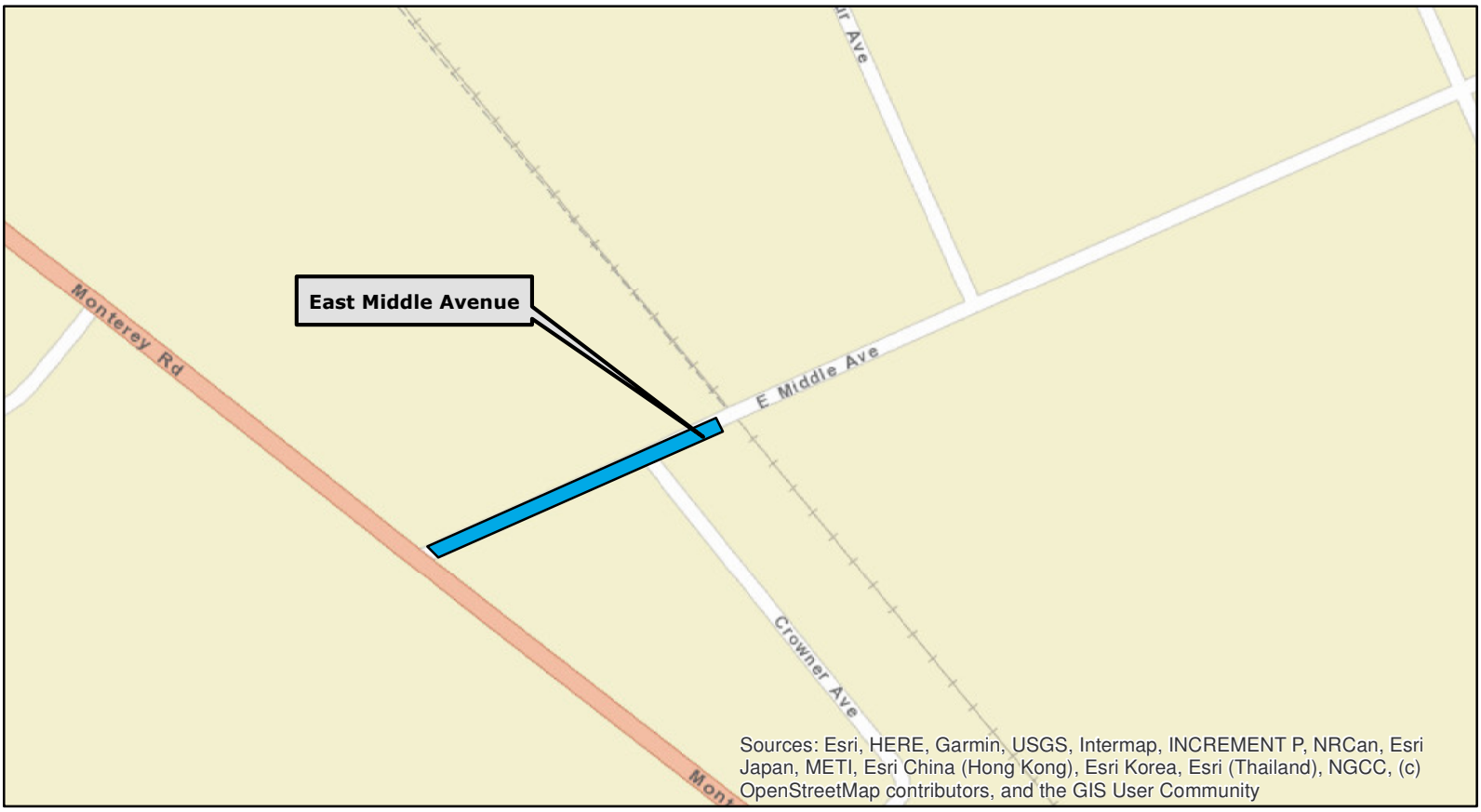
1 of 3

2023 PAVEMENT REHABILITATION PROJECT

820 410 0 820 1,640 2,460 Feet





CITY OF MORGAN HILL

Engineering and Utilities Department
CIP Engineering Division

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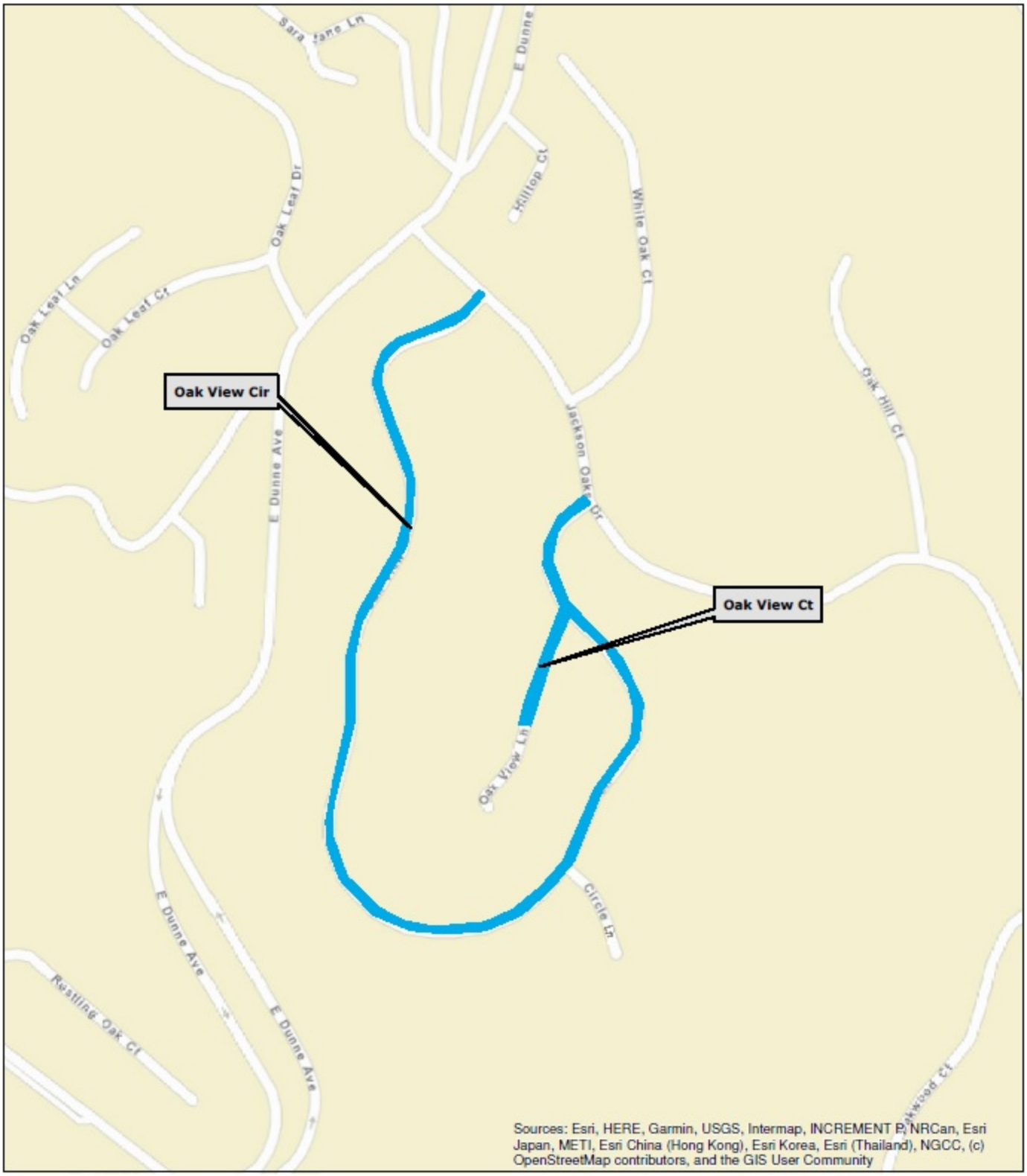
2 of 3

2023 PAVEMENT REHABILITATION PROJECT

820 410 0 820 1,640 2,460 Feet



CITY OF MORGAN HILL

Engineering and Utilities Department
CIP Engineering Division

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2023 PAVEMENT REHABILITATION PROJECT

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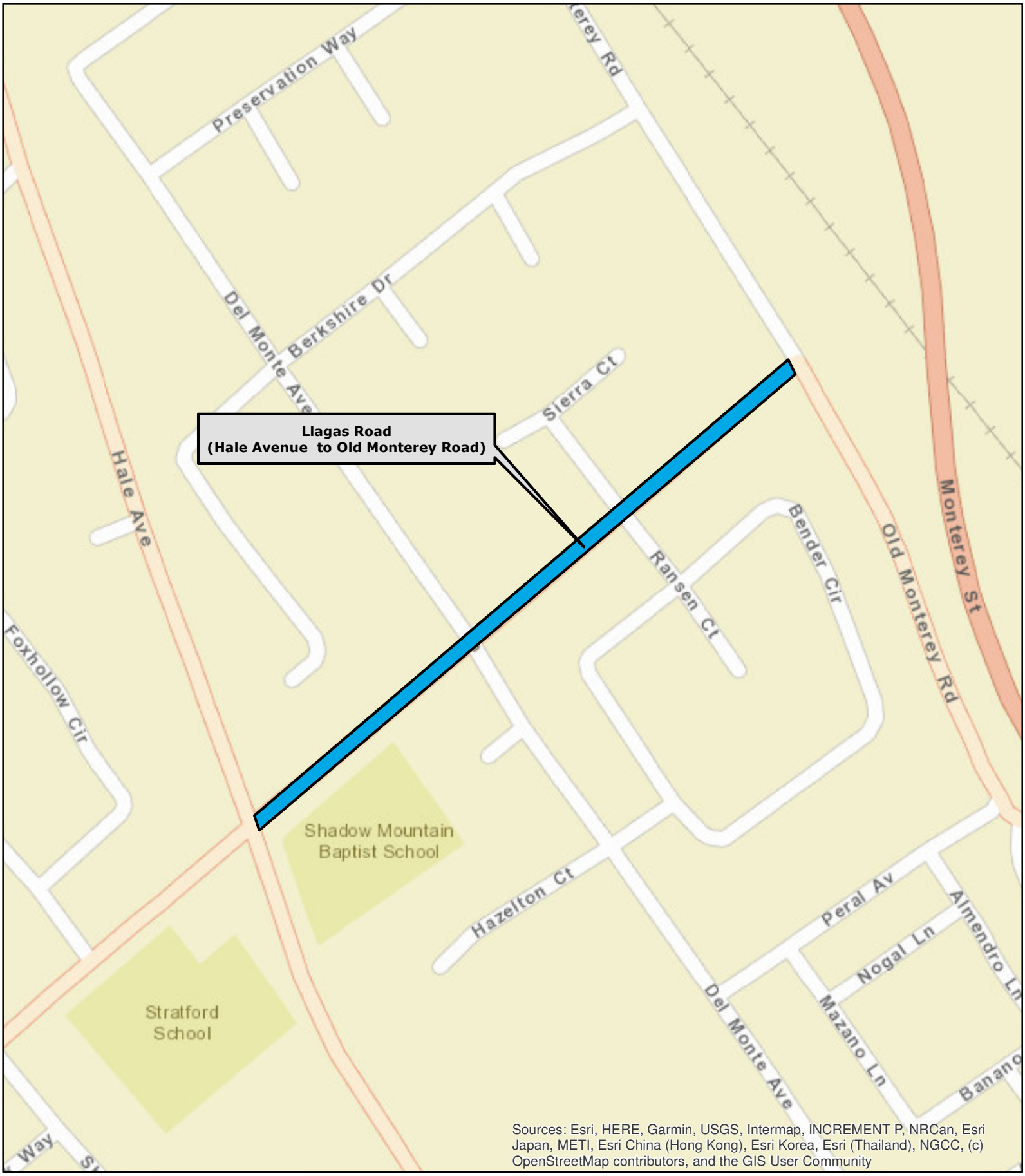

CITY OF MORGAN HILL

Engineering and Utilities Department
CIP Engineering Division

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2023 PAVEMENT REHABILITATION PROJECT

820 410 0 820 1,640 2,460 Feet

CIP Contract Acceptance
Funding Closeout Statement

Project:	2023 Pavement Rehabilitation Project		
Project No:	519000		
Date of Project Award:	7-Jun-23	Project Award Amount:	
Funding Source:	F308	Contingency Authorized:	
Date of Project Acceptance:	21-Feb-24	Total Authorized:	
		Actual Base Contract Spent:	

Change Orders

	Description	Date	Council Approval Reqd? (Y/N)
C.O. #1:	Various T&M and Overage/Underage Contract Items	22-Jan-24	N
			Total C.O.:

Additional Appropriations

Source	Amount	Date
None		

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

Construction Fund Balance: $333,198.00

$3,948,023
$394,802
$4,342,825
$3,948,023

$61,604.00
$61,604.00

$4,009,627.00

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: Pavement Rehabilitation at various locations within City Limits

6. The name of the original Contractor for the Project is: McKim Corporation

7. The Project was accepted as complete on: February 21, 2024

8. The Project is located at the following location:
   - La Crosse Drive
   - La Rena Court
   - La Roda Court
   - La Miranda Court
   - La Porte Court
   - La Prenda Court
   - La Escuela Court
   - Descansa Court
   - El Pajaro Court
   - La Mesa Court
   - La Sierra Court
   - La Honda Court
   - La Jolla Court
   - La Mar Court
   - La Bella Court
   - East Middle Avenue between Monterey Road to Railroad Tracks
   - Main Avenue between Monterey Road to Butterfield Boulevard
   - Oak View Circle
   - Oak View Court
   - Llagas Road from Hale Avenue to Old Monterey Road

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 OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: February 21, 2024

PREPARED BY:
Yat Cho, Senior Project Manager
APPROVED BY: City Manager

ACCEPTANCE OF JACKSON OAKS WATER MAIN PROJECT IN THE AMOUNT OF $642,338

RECOMMENDATION(S)

1. Accept as complete the Jackson Oaks Water Main 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
Water System Master Plan

REPORT NARRATIVE:

On June 7, 2023, the Jackson Oaks Water Main Project was awarded to SubTerra Construction, Inc. in the amount of $642,100 with a construction contingency of $96,315. The project involved the replacement of approximately 1500 linear feet of existing water mains in Oak View Circle and Hilltop Court. It also included the installation of new copper water lines/services between the new water mains and the existing water meters of all affected residences (See Attachment 1 for Vicinity Map).

In addition to the work involved with installing the new water mains in Oak View Circle and Hilltop Court, it also included the abandonment of the existing water mains and valving in both roadways. A slurry seal was applied to Hilltop Court following the completion of the water main replacement work while a 2-inch asphalt concrete overlay was placed on Oak View Circle. The project began on August 16, 2023 and was substantially completed by November 30, 2023. One change order was authorized in

the amount of $238 (Attachment 2). The final construction contract with SubTerra Construction, Inc. is $642,338.

Staff recommends accepting this project as it is complete in accordance with the plans and specifications and directing the City Clerk to file the Notice of Completion (Attachment 3).

COMMUNITY ENGAGEMENT:
Inform
Staff worked with residents and provided project information to affected residents through meeting at their clubhouse prior to the start of construction. Staff also provided regular updated construction information weekly through Nextdoor and on the City's website. Additionally, prior to the start of any construction activities, contractor provided door notifications for further outreach to residents.

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.

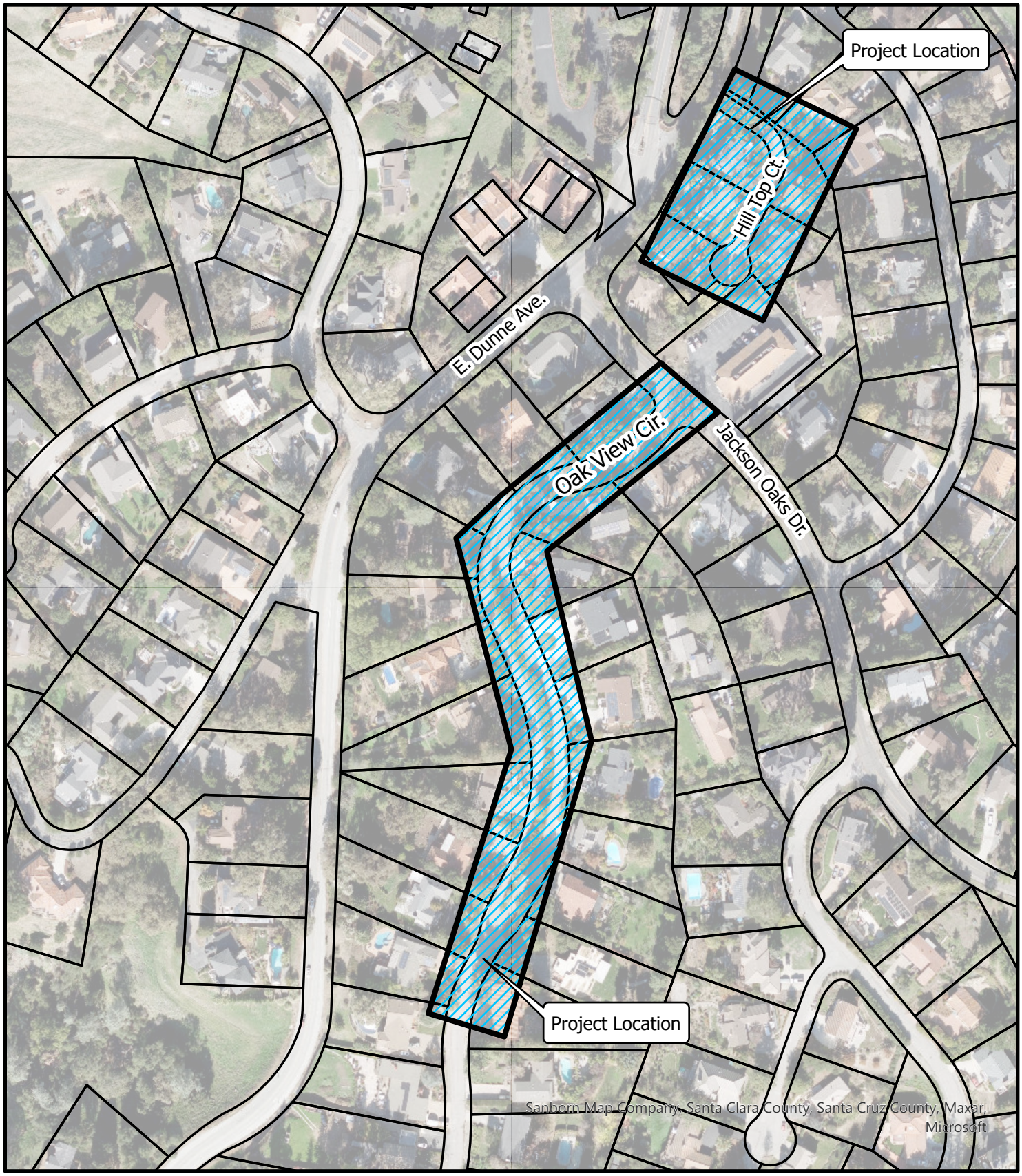
PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- On June 7, 2023, the City Council awarded Jackson Oaks Water Main Project to Subterra Construction, Inc. in the amount of $642,100
- On August 5, 2020, the City Council approved the agreement with Mott Macdonald for on-call design support for CIP Projects.
- On December 15, 2021, the City Council adopted the Water Systems Master Plan.
- On June 15, 2022, the City Council adopted the FY2022-23 through 2027-28 Capital Improvement Program Budget.

FISCAL AND RESOURCE IMPACT:
The final contract amount for the Jackson Oaks Water Main Project is $642,338 (Including one change order in the amount of $238). The project was awarded to SubTerra Construction, Inc. in the amount of $642,100 with an authorized contingency of $96,315 (Total $738,415). This project is funded in the adopted Capital Improvement Program budget, under Project 610000 - Water Pipeline Repair and Replacement, funded by the Water Capital Project Funds (653). The balance of $96,077 will be returned to the Water Capital Project Funds (653).

CEQA (California Environmental Quality Act):
Categorical Exemption
The activities described in this staff report are categorically exempt under CEQA,

specifically pursuant to Section 15301 of the CEQA Guidelines (Exisitng Facilities), as the work for this project 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
CIP Engineering Division

Document path: G:\R-14\PROJ\Maribel\GIS

Vicinity Map for Jackson Oaks Water Main Replacement

0 0.01 0.03 0.06 0.09 0.12 Miles

N

CIP Contract Acceptance
Funding Closeout Statement

Project:	Jackson Oaks Water Main Replacement Project		
Project No:	610000		
Date of Project Award:	7-Jun-23	Project Award Amount:	
Funding Source:	F653	Contingency Authorized:	
Date of Project Acceptance:	21-Feb-24	Total Authorized:	
		Actual Base Contract Spent:	

Change Orders

	Description	Date	Council Approval Reqd? (Y/N)
C.O. #1:	Various T&M and Overage/Underage Contract Items	11-Dec-23	N
			Total C.O.:

Additional Appropriations

Source	Amount	Date
None		

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

Construction Fund Balance: $96,076.80

$642,100
$96,315
$738,415
$642,100

$238.20
$238.20

$642,338.20

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:
Approximately 1500 Linear Feet of 8" Water Main Replacement at Oak View Circle and Hilltop Court

6. The name of the original Contractor for the Project is: SubTerra Construction, Inc.

7. The Project was accepted as complete on: February 21, 2024

8. The Project is located at: Jackson Oaks Drive/Oak View Circle and Hilltop Court, Morgan Hill, CA

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 OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: February 21, 2024

PREPARED BY:
Keri Russell, Maintenance Manager
APPROVED BY: City Manager

ACCEPT DONATION OF UP TO $7,000 FOR TREES FOR IMPROVEMENTS AT COMMUNITY PARK FROM GOOGLE

RECOMMENDATION(S)
Authorize the City Manager to accept a donation of trees valued up to $7,000 for Community Park improvements.

COUNCIL PRIORITIES, GOALS & STRATEGIES
City Council Ongoing Priorities
Maintaining and Enhancing Infrastructure
Supporting our Youth, Seniors, and Entire Community
Enhancing Diversity and Inclusiveness

2022-2023 Strategic Priorities
Fiscal Sustainability

Guiding Documents
Bikeways, Trails, and Recreation Master Plan
Urban Forest Management Plan

REPORT NARRATIVE:
On November 15, 2023, the City Council accepted a donation of up to $20,000 from the Rotary Club of Morgan Hill to make improvements at Community Park. As part of the project, Rotary is adding trees to the newly created picnic area as well as around the perimeter of the park fence as identified in the attachment. As part of the project, both City staff and the Rotary Club of Morgan Hill have worked on getting sycamore trees donated. Google will be donating approximately 30 sycamore trees valued up to $7,000. Once the trees are donated, City staff and the Rotary Club of Morgan Hill will work to get them planted.

COMMUNITY ENGAGEMENT:
Empower
The project was brought forward by community members from the Rotary Club of Morgan Hill in consultation with City staff and will be implemented by both volunteers and City staff.

ALTERNATIVE ACTIONS:
The City Council could choose not to accept the donation and provide staff and the Rotary Club with alternative feedback.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
On November 15, 2023, the City Council accepted a donation of up to $20,000 for Community Park improvements from the Rotary Club of Morgan Hill. The trees were part of this improvement plan.

FISCAL AND RESOURCE IMPACT:
The tree donation is not anticipated to create significant ongoing operational expense. The largest operational expense will be related to tree trimming that will be required many years down the road. The planting will require support from the Public Services Department, but improvements to a City park facility will be made that otherwise would not.

CEQA (California Environmental Quality Act):
Categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline Section 15304 Class 4 “Minor Alterations to Land” for the planting of new trees.

Attachment 1

Tree Locations at Community Park

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: February 21, 2024

PREPARED BY:
Christopher Shafer, Economic Development Fellow
APPROVED BY: City Manager

ADOPT RESOLUTION APPROVING A FUNDS TRANSFER AGREEMENT (FTA) WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTION FOR GRADE SEPARATIONS AND DIRECT THE CITY MANAGER TO NEGOTIATE A CONSULTANT AGREEMENT WITH BIGGS CARDOSA ASSOCIATES, INC. FOR AN AMOUNT NOT TO EXCEED $1 MILLION FOR THE COMPLETION OF DESIGN AND ENGINEERING WORK FOR GRADE SEPARATIONS FOR DUNNE AVENUE AND DOWNTOWN CALTRAIN STATION PEDESTRIAN CROSSING

RECOMMENDATION(S)

1. Adopt resolution approving a Funds Transfer Agreement with California Department of Transportation to fund design and engineering work for grade separations for Dunne Avenue and for the Downtown Caltrain Station pedestrian crossing;
2. Designate the City Manager as the person authorized to execute Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements, and any amendments thereto with the California Department of Transportation; and
3. Direct the City Manager to negotiate a consultant agreement with Biggs Cardosa Associates, Inc. for an amount not to exceed $1 million for the completion of design and engineering work for grade separations for Dunne Avenue and for the Downtown Caltrain Station pedestrian crossing.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities
Enhancing Public Safety
Maintaining and Enhancing Infrastructure
Advancing Regional Initiatives

2022-2023 Strategic Priorities
Fiscal Sustainability
Transportation

Guiding Documents
Morgan Hill 2035 General Plan
Downtown Specific Plan

REPORT NARRATIVE:
The City's 2035 General Plan's Transportation Element aims to create a safe and efficient transportation system in Morgan Hill. To improve emergency vehicle response times and minimize conflicts between railroad trains and on-road vehicles, Policy TR-3.18"Grade-Separated Railroad Crossings,"directs staff to plan for the construction of grade-separated crossings of the Union Pacific railroad as part of the goal to create a coordinated and continuous network of streets and roads.

While the City currently has limited CalTrain service with only four trains running in each direction, the CalTrain Business Plan seeks to grow train capacity in the future. Also, the California High Speed Rail (HSR) project, which intends to connect San Francisco to Los Angeles, recently advanced significant project environmental clearance and secured $3.1 billion in State funding to advance the construction of the Central Valley segment. The HSR project through Morgan Hill proposes utilizing the existing Union Pacific Railroad right-of-way with at-grade crossings and no grade separations. The HSR project as envisioned, creates a significant challenge to emergency response times and adequate safety for pedestrians trying to cross the rail line.

Staff has been advocating to all transportation agencies for grade separation planning and funding. To position the City for transportation funding opportunities, the City issued a Request For Proposals (RFP) in 2022 for grade separation design. Only one firm responded to the RFP. In early 2023, staff used the information from the RFP to submit a community project funding request to the State for grade separation design work, along with other funding proposals. The application for design services for grade separations for $1 million was approved and forwarded to the 2024 Priority Legislative Budget Projects list (Earmarks-PLBP). No matching funds are required by the City.

FUNDS TRANSFER AGREEMENT:
The next step in receiving the funds for this grant is to adopt a resolution for a Funds Transfer Agreement with the California Department of Transportation (DOT). Once funds are received from DOT, the City will enter into an agreement to complete the design work. While the City has been identified to receive funding, it is important to note that many of the earmarked transportation funds are being re-evaluated, and funding is not guaranteed.

As mentioned, in 2022, City staff issued a Request for Proposals (RFP) for 30% design of grade separations and received one proposal from a team led by Biggs Cardosa Associates, Inc. with a sub-consultant team that includes: BKF Engineers, Perkins & Will, JMA Civil, Hexagon, PARIKH, and David J. Powers. Some of the consultants in this team have extensive knowledge of the HSR proposal through Morgan Hill as they worked with the City on the review of the HSR EIR. In addition, the team has over 36 years of design experience and completed over 50 grade separation projects in California, some of which received industry awards and were identified as signature

pedestrian/bicycle facility projects.

Staff recommends taking the steps necessary to secure the funding earmarked for grade separation analysis. This includes adopting a resolution approving a Funds Transfer Agreement (FTA) with DOT and moving forward with negotiating an agreement with Biggs Cardosa Associates Inc. in an amount not to exceed $1 million. Staff will bring back the negotiated contract for Council's review and approval. The grade separation design and engineering work will allow the City to be prepared for High Speed Rail should that project ever come to fruition and position the City for future funding opportunities.

COMMUNITY ENGAGEMENT:

Inform

This report serves to inform the Community of the proposed Funds Transfer Agreement for the purpose of commencing design of the grade separations as part of the State's HSR project. The City's General Plan has proposed planning for a grade separated rail system as part of the 2035 General Plan. Grade separations for the rail system were also discussed at Council meetings when the Council received updates on the California High Speed Rail environmental review and comment process.

ALTERNATIVE ACTIONS:

The City Council could choose not to adopt this Resolution and not to move forward with this $1 million in grant funds.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Policy TR-3.18 "Grade-Separated Railroad Crossings" and Action TR-3.M "Funding for Grade Separated Crossings" were publicly noticed and adopted as part of the General Plan Update (2035 General Plan) that was adopted in July 2016. While no specific action has been taken on grade separations, the City has provided comments to the California High-Speed Rail Authority (CHSRA) on the EIR specifically related to the need of a grade separated rail system to address the identified impacts to safety and circulation in Morgan Hill.

FISCAL AND RESOURCE IMPACT:

No matching funds are required from the City for this $1 million grant from DOT. Staff expect to be able to secure an administrative management fee to assist with the costs associated with the management of this grant and consulting contract.

CEQA (California Environmental Quality Act):

Not a Project

The item on tonight's agenda is not a project as defined in Section 15378 of the California Environmental Quality Act (CEQA) for organizational and/or administrative activities of governments that will not result in direct or indirect physical changes in the environment. This resolution will allow for a scope of work to be developed that includes environmental review consistent with CEQA. Grade separations were

analyzed in the adopted California High Speed Rail, San Jose to Merced project EIR. It is anticipated that an Addendum or Supplemental EIR will be prepared for this project.

RESOLUTION NO. 24-xxx

A RESOLUTION OF THE CITY OF MORGAN HILL AUTHORIZING EXECUTION OF ADMINISTERING AGENCY-STATE MASTER AGREEMENTS FOR STATE AND FEDERAL-AID FUNDED PROJECTS

WHEREAS, the City of Morgan Hill is eligible to receive Federal and/or State funding for certain Transportation Projects through California Department of Transportation; and,

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements must be executed with the California Department of Transportation before such funds can be claimed; and,

WHEREAS, the City of Morgan Hill wishes to delegate the authority to execute these agreements and any amendments thereto the City Manager.

NOW, THEREFORE, BE IT RESOLVED that the City of Morgan Hill designates the City Manager as the person authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements, and any amendments thereto with the California Department of Transportation.

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 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. Prepare and submit Funds Transfer Agreement to receive Priority Legislative Budgets Projects funds.
b. Design and Engineering work with related studies/reports for Grade Separations and Environmental Review consistent with CEQA at Dunne Avenue including downtown station pedestrian crossing.
c. Include 10% Administrative Management Fee to City of Morgan Hill.
d. Secure other grant funding for implementation.

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 21st day of February 2024 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**

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. 24-*** adopted by the City Council at the meeting held on the 21st day of February 2024.

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

DATE: _____ _____

MICHELLE BIGELOW, City Clerk

Funds Transfer Agreement Between the California Department of Transportation and the City of Morgan Hill

1.1 The California Department of Transportation (Caltrans) and the City of Morgan Hill (Morgan Hill) hereby enter into this Funds Transfer Agreement (Agreement) on the terms and conditions set forth below.

1.2 This Agreement is not valid until signed by both parties. This Agreement shall expire on Morgan Hill's completion of its obligations under this Agreement but may be extended by amending this Agreement.

BACKGROUND

2.1 Section 19.569, subdivision [Section 19.569 (b)(25)] of the Budget Act of 2023 (the Act) appropriated $1,000,000 (the Funds) from the State General Fund to Caltrans, to be allocated to Morgan Hill for the Design and Engineering Work for Railroad Grade Separations, Morgan Hill, CA (CA-18).

2.2 Caltrans determined the best method for allocation to ensure the funds are used for the purposes specified in Section 19.569 of the Act is a funds transfer agreement.

2.3 The City of Morgan Hill currently has at-grade railroad crossings along the corridor at Tilton Avenue, Main Avenue, East Dunne Avenue, San Pedro Avenue, and Tennant Avenue. Recent studies show that Tennant Avenue and East Dunne crossings are in the top 5 crossings with the highest trips generated throughout the entire Caltrain corridor from San Francisco to Gilroy. While the City supports future rail services, Morgan Hill is concerned about achieving emergency response times and adequate safety for pedestrians trying to cross the rail line. Grade separating all crossings will support adequate access to achieve emergency vehicle response times for our safety responding teams such as Police Department, Fire Department, and Ambulance services. In addition, it further supports the safety of pedestrians at these crossings.

The City of Morgan Hill is seeking funding for Design and Engineering work for grade separations at Dunne Avenue and the Morgan Hill Station pedestrian crossing (Caltrain Station).

SCOPE OF WORK

3.1 The Funds provided under this Agreement will be used to the design and Engineering work for railroad grade separations, Morgan Hill Grade Separation Project (Project). The project includes Design and Engineering

Work for grade separations with related studies/reports and environmental clearance consistent with the California Environmental Quality Act (CEQA) for the East Dunne Avenue crossing and the downtown pedestrian crossing to the Morgan Hill Station (Caltrain Station). The California High Speed Rail project environmentally cleared a pedestrian underpass to a newly designed Caltrain Station platform. Part of the design and engineering work will master plan the new Caltrain Station with platform access. The project scope includes a 10% Administrative Project Management Fee back to the City on time worked on the project.

3.2 Morgan Hill shall only use Funds for the Project specified in the Act. Morgan Hill's self- attestation verifying the intended use of funds shall be provided to the Department prior to the release of any funds.

FUNDING, COSTS, COST LIMITATION, & PAYMENT

4.1 The Funds will be encumbered within 2 days of the effective date of this Agreement. Pursuant to Section 19.569 of the Act, funds must be encumbered by June 30, 2025, and expended by June 30, 2027, or the funds will revert to the State's General Fund by operation of law.

4.2 Payments shall be made as authorized by Sections 19.569(a) of the Act, including, but not limited to the provisions noted below:

a. Notwithstanding any other law, a designated state entity administering an allocation pursuant to this section may provide the allocation as an advance lump sum payment, and the allocation may be used to pay for costs incurred prior to the effective date of the act adding this paragraph.
b. Funding provided in this section shall not be used for a purpose subject to Section 8 of the Article XVI of California Constitution.

4.3 Within 30 days of expending all of the Funds or upon completion or termination of Project, whichever comes first, Morgan Hill shall submit to Caltrans a Project Closeout Report. The Project Closeout Report at a minimum shall include LAPM Exhibit 17-M, photos of the completed project (including before photos if available), a description of completed Project component(s) and a description of project deliverables.

4.4 Any Project costs paid using the Funds that are determined by subsequent audit to be unallowable under 48 CFR, Part 31 or 2 CFR, Part 200, are subject to repayment by Morgan Hill to Caltrans.

4.5 Morgan Hill shall return any unspent Funds to Caltrans at the conclusion, completion, or termination of the Project.

4.6 Upon written demand by Caltrans, any overpayment to Morgan Hill of amounts invoiced by Caltrans shall be returned to Caltrans.

4.7 Should Morgan Hill fail to refund any moneys due Caltrans as provided herein or should Morgan Hill breach this AGREEMENT by failing to complete Project without adequate justification and approval by Caltrans, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES, Caltrans, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amounts paid by or owed to Caltrans for each Project, from future apportionments or any other funds due Morgan Hill from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future state-funded projects proposed by ADMINISTERING AGENCY.

INQUIRIES & NOTICES

5.1 All inquiries during the term of this Agreement will be directed to the representatives listed below:

For Caltrans:
Name: Delaram Tassbihi
Address: 111 Grand Ave #300 Oakland
Phone Number: 510-407-4146
Email: Delaram.Tassbihi@dot.ca.gov

For Morgan Hill:
Name: Tiffany Brown, Senior Planner
Address: 17575 Peak Ave. Morgan Hill
Phone Number: 408-425-5959
Email: Tiffany.Brown@morganhill.ca.gov

5.2 Each party may change their representative listed above upon 10 calendar days' written or emailed notice to the other party and without the need for amending this Agreement.

OTHER TERMS & CONDITIONS

6.1 Drug-Free Workplace Requirements: Morgan Hill will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:
1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:
1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Morgan Hill may be ineligible for award of any future State agreements if Caltrans or the State Department of General Services determines that any of the following has occurred: Morgan Hill has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

6.2 Conflict of Interest: Morgan Hill needs to be aware of the following provisions regarding current or former state employees. If Morgan Hill has any questions on the status of any person rendering services or involved with the Agreement, Caltrans must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Morgan Hill violates any provisions of above paragraphs, such action by Morgan Hill shall render this Agreement void. (Pub. Contract Code §10420.) If the Agreement is rendered void, Morgan Hill shall return all Funds.

6.3 Labor Code/Workers' Compensation: Morgan Hill needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Morgan Hill affirms to comply with such provisions before commencing the performance of the work described in this Agreement. (Labor Code § 3700.)

6.4. Americans With Disabilities Act: Morgan Hill assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)

6.5. Morgan Hill Name Change: An amendment is required to change Morgan Hill's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

6.6. Resolution: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

6.7. Air or Water Pollution Violation: Under State law, Morgan Hill shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued

pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

6.8. Audit: Morgan Hill agrees that Caltrans, the California Department of General Services, the California State Auditor's Office, or other State agency with a legitimate business purpose, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Morgan Hill agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.

6.9. Amendments: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. Any amendment signed by Morgan Hill must be approved by its local governing body as evidenced by a resolution, order, motion, or ordinance of the Morgan Hill and a copy provided to Caltrans. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

6.10. Caltrans and Morgan Hill shall continue with their responsibilities under this Agreement during any dispute.

6.11 This Agreement may be executed in separate counterparts.

6.12 An electronically signed copy of this Agreement shall have the same force and effect as if it were signed manually.

6.13 Should Morgan Hill be declared to be in breach of this AGREEMENT or otherwise in default thereof by Caltrans, and if Morgan Hill is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, Caltrans is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, from those constituent entities comprising a joint powers authority or by bringing of an action against Morgan Hill or its constituent member entities, to recover all funds provided by Caltrans hereunder.

State:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
Printed Name: Ann Fox
Signature: _____
Acting Deputy Director for Planning & Modal Programs
Date: _____

Local Agency:

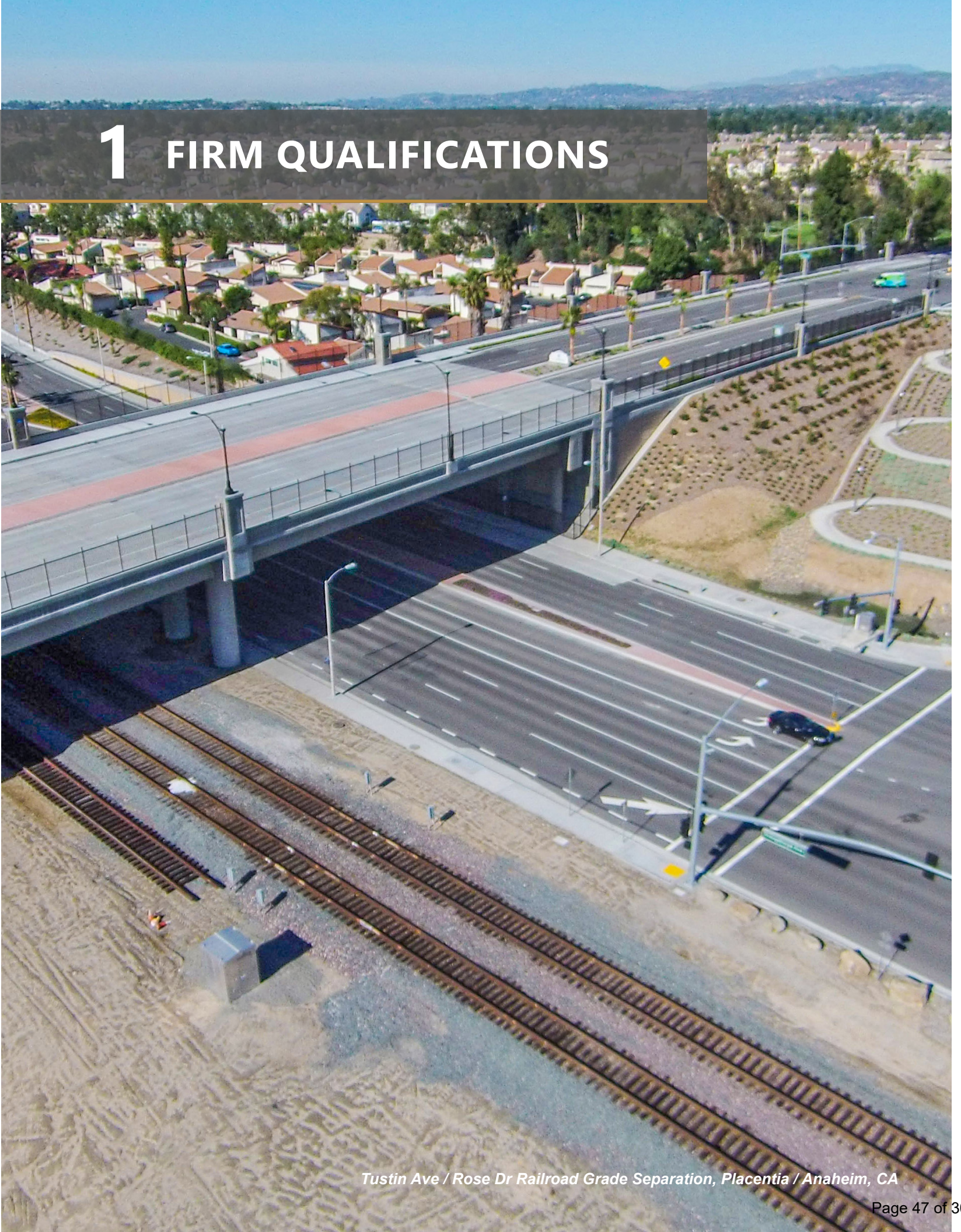
City of Morgan Hill
Printed Name:_____
Signature: _____
Title: _____
Date: _____

Accounting Certification

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

1 FIRM QUALIFICATIONS



Tustin Ave / Rose Dr Railroad Grade Separation, Placentia / Anaheim, CA

THE TEAM: Biggs Cardosa brings our Team's extensive experience as well as the relationships we have established with key stakeholders including CHSR, Caltrain, and UPRR. Biggs Cardosa brings our expertise in leading dozens of complex grade separation projects throughout California. Biggs Cardosa has worked on two segments of High-Speed Rail project in California, and has a deep understanding of HSR's goals, requirements, and constraints.

Biggs Cardosa will lead this project as the Prime Consultant and will provide project management, structural engineering and QA/QC services. Biggs Cardosa has worked on California High Speed Rail San Francisco to San Jose Segment and CP 2-3 (Fresno to Kern/Tulare Counties Segment). Biggs Cardosa is also a powerhouse grade separation firm. In our 36 years in business, we have delivered over 100 grade separation and rail-related projects throughout California. We have served as the Prime Consultant for numerous grade separation projects, including several in the Bay Area. Several of these projects have received industry awards.

We have included on our team BKF Engineers, Perkins& Will, David J Powers and Hexagon, who have been already working on this project and have provided concept alternatives included in the Draft EIR/EIS Technical/Engineering Review Support. BKF is our "sister" firm and we have worked on hundreds of projects with them. Our team also includes JMA for Railroad Engineering, PARIKH Consultants for Geotechnical Engineering.

The Biggs Cardosa Team is proficient at collaborative conceptual design, seamless project execution, and the timely production and delivery of contract documents. Our project team members have a history of working together on multi-disciplinary projects and have developed excellent working relationships. Our team members have extensive experience in complex grade separation projects in California, hazardous materials and environmental remediation, and have worked with Biggs Cardosa on transportation-related projects.

Exceptions Statement: We have no exceptions to this RFP.

Our team is capable of providing comprehensive, all-inclusive services for this project. We welcome this opportunity and hope that you will select Biggs Cardosa to deliver this critical project for the City of Morgan Hill.

Sincerely,

Biggs Cardosa Associates, Inc.

Mahvash Harms

Mahvash Harms, PE, SE
Principal-in-Charge

PRIMARY PROPOSAL CONTACT

Mahvash Harms, PE, SE
Principal-in-Charge
Biggs Cardosa Associates, Inc.
865 The Alameda
San Jose, CA 95126
408.550.8528 direct
408.839.8878 cell
mharms@biggscardosa.com

Wage Theft Prevention Bid Certification

(*To be executed by Consultant and submitted with proposal*)

All Consultants are expected to have read and understand the "Wage Theft Prevention Policy" adopted on July 26, 2017, which can be found at http://www.morgan-hill.ca.gov/DocumentCenter/View/22921/CP-17-01-Wage-Theft-Prevention

The undersigned Consultant hereby certifies that Consultant and its principals have ☐, have

not ☒ been found by a final court judgement or final administrative action of an investigatory agency to have violated federal, State, or local wage and hour laws within the past five years from the date of the submitted bid or proposal. For each disclosed violation, the Consultant shall provide a copy of (i) the court order and judgment and/or final administrative decision; and (ii) documents demonstrating either that the order/judgment has been satisfied, or if the order/judgment has not been fully satisfied, a written and signed description of Consultant's efforts to date to satisfy the order/judgment. The completed Certification shall be submitted by the Consultant to the City as a part of its bid or proposal. The City, at its sole discretion, may disqualify a Consultant based on one or more disclosed judgments consistent with the criteria set forth in the Policy.

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

correct, and that this certification is executed on 2/7/2022 [date], at

San Jose [city], CA [state].

MHarms

Signature

Mahvash Harms, PE, SE, Principal

Print Name and Title

Biggs Cardosa Associates, Inc.

Company

1 FIRM QUALIFICATIONS

Biggs Cardosa Qualifications Summary

Biggs Cardosa is a California corporation established in 1986 that specializes in the planning, design, construction management and inspections of bridges, transportation structures, and supporting infrastructure facilities. Biggs Cardosa has focused its engineering practice on leading complex multi-disciplinary transportation projects, for which bridges are a central component and has grown into one of the largest bridge-focused engineering firms in California.

Biggs Cardosa manages all phases of transportation projects for local agencies and Caltrans. We place special emphasis on grade separations and railroad bridges, and we have delivered more than 100 bridge projects over or under heavy rail lines. We have extensive experience with California High Speed Rail Authority (CAHSRA), Caltrain and Union Pacific Railroad (UPRR) and understand what it takes to get projects approved by the railroads.

Biggs Cardosa's capabilities are well matched to the needs of the City. We have all the required technical resources, expertise and capabilities to efficiently deliver this project.

Key aspects of our qualifications include:

- Design of railroad grade separations (Overpass and Underpass) throughout the State - from conception through final design and construciton.
- Project Management of multidisciplinary teams on complex transportation projects.
- Coordination with pertinent stakeholders including High Speed Rail, Caltrain, UPRR, CPUC, and others.
- Street and Roadway Improvements, Intersection Improvements, Bridge Overpasses/Underpasses, Freeway Interchanges and Roundabouts.
- Pedestrian/bicycle access solutions improving access, connectivity and safety for pedestrian and bicyclists at railroad stations including UPRR, Caltrain and BART.
- Stations improvements and modificaitons
- Schedule-driven projects with significant right of way and utility coordination elements.
- Technical visualizations and rendering ability.
- Previous successful partnering with the City of Morgan Hill.

36
years of bridge design experience

>11k
projects delivered since 1986

112
employees in 6 California offices

58
registered Civil and Structural engineers

50+
Grade Separation Projects in California

>100
Heavy Rail Bridge Projects

9
Grade Separation projects with industry awards

>20
Signature Pedestrian/Bicycle Facilities in California

Bradley Moody Memorial Underpass, Richmond

GRADE SEPARATION EXPERIENCE

Biggs Cardosa's experience includes over 50 grade separation projects in Cafifornia, including over 20 with UPRR. Our projects have received multiple ACEC, APWA, CMAA, ASCE and CTF awards. Biggs Cardosa has worked with HSR, UPRR, Metrolink/SCRRA, BNSF, Amtrak, Caltrain, RPRC, PCJPB, and BART. The map below summarizes and illustrates this experience.

EXPERIENCE WITH THE CITY OF MORGAN HILL & OTHER PUBLIC AGENCIES

Biggs Cardosa has been working with the City of Morgan hill for over 25 years, and has completed nearly 30 projects for the City. In 2021 we performed structural assessment of **Monterey Road (old highway 101) UPRR Underpass** upon the request of the City to address a public concern of the visibly deteriorating condition of this bridge. The project consisted of a site structural assessment inspection and a report summarizing the findings of the assessment. Per the last available Caltrans Bridge Inspection Report dated October 3, 2001, the Union Pacific Rail Road (UPRR) is responsible for maintenance and inspection of superstructure of the bridge and the City of Morgan Hill is responsible for maintenance and inspection of the substructure, including abutments, footings, and retaining walls since Monterey Road was no longer part of the State highway system with the realignment of US 101.

During our 36 years in business, **Biggs Cardosa has provided professional design, consulting and construction management services to over 100 California Public Agencies** including 24 counties, 60 cities and over 20 other agencies (towns, redevelopment agencies, water districts, and transportation agencies). In addition to the City of Morgan Hill, Biggs Cardosa has worked with the City of Gilroy, City of San Jose, City of Sunnyvale, City of Watsonville, Santa Clara Valley Transportation Authority (VTA), Santa Clara County, Monterey County, San Benito County, as well as and Caltrans Districts 1, 3, 4, 5, 6, 7, 8, 10 and 12.

Biggs Cardosa has assisted numerous cities across California with designing and constructing Capital Improvement Projects (CIP) and Public Works (PW) projects. Having an accurate picture of anticipated expenditures over the next five years is critical to allocating funds appropriately. Our resource-loaded schedule provides a month-to-month prediction of planned expenditures and, along with helping the City plan for design expenditures, allows us to track and demonstrate adherence to our approved budget. Extensive local experience and experience with pedestrian undercrossings allows us to correctly estimate construction costs at the start of the project. Our in-house Construction Management group can provide input on the construction schedule so that dollars can be allocated to the appropriate fiscal years.

Coupled with design/construction budgets, our knowledge and experience with various city procedures will help streamline the project. We constantly work with City Staff to make presentations to City Council, Commissions, and we have hosted and participated in Study Sessions that drive crucial project decisions. The Design Services Agreement and Construction & Maintenance Agreement will likely require the review/approval of the City Attorney and City Council. Biggs Cardosa has executed these types of agreements with railroads operating in California, and we can help the City expedite the review/approval process.

CPUC COORDINATION

The California Public Utilities Commission's Rail Crossing Engineering Section ensures that all rail crossings are designed, constructed, and properly maintained to ensure public safety. Biggs Cardosa has worked on numerous projects that require CPUC coordination and approvals including South Bayfront Pedestrian Bridge over UPRR in Emeryville, Santa Clara Caltrain Station Pedestrian Undercrossing Extension, and numerous grade separation projects throughout the State.

3-D VISUALIZATIONS & RENDERING CAPABILITIES

Biggs Cardosa has successfully used 3-D visualization on a variety of projects to communicate the project's features to key stakeholders. Our visualizations are delivered using methods ranging from photosimulations and technical illustrations. These graphics have been extremely beneficial for design coordination meetings, public outreach meetings, and City Council presentations. Unlike traditional 2-D graphics, 3-D graphics allow the project to be visualized in a real-world setting, and improve the public's comprehension of the project.

Our visualizations are more than just pretty pictures. We are able to create the 3-D visualizations in-house and are therefore developed by practicing engineers, instead of artists. The result is a physically accurate 3-D model which can be used for conflict mitigation (e.g. addressing potential conflicts between structures and utilities) and constructability review, among other uses. By using accurate 3-D models, we are able to detect and address issues during design, minimizing RFIs and change orders during construction.

Rendering for BART Warm Springs Pedestrian Overcrossing, Fremont

Rendering for VTA Montague Expressway Pedestrian Overcrossing, Milpitas

Rendering for McKinley Grade Separation, City of Corona, CA

Rendering for Rosecrans/Marquardt Grade Separation (BNSF), Santa Fe Springs, CA

SUBCONSULTANT QUALIFICATIONS SUMMARY

Biggs Cardosa has selected a team of highly qualified, experienced and dedicated subconsultants for this project.

Since 1915, BKF Engineers has earned a reputation for its ability to successfully plan, design, survey, and implement complex projects - delivering inspired infrastructure for over 100 years. They draw upon and utilize their experience, diligently guiding projects from the initial due diligence and feasibility stages, progressing project designs and permitting approvals, and concluding with construction and implementation. This proven approach recognizes that developing dynamic projects is informed by focused team collaboration, mitigating physical constraints and potential risks, and balancing design goals with value engineering solutions. BKF provides civil engineering, land surveying, and land planning services for government and transportation agencies, institutions, developers, design professionals, contractors, school districts, and corporations. They offer a number of specialty services, including agency permit expediting, sustainable infrastructure, complete street design, site accessibility consulting, hydrology/hydraulics, traffic signal and traffic handling designs, utility locating services, automated construction surveying monitoring, and 3D laser scanning.

As one of the largest engineering firms in Silicon Valley, BKF has notable resources with extensive depth of expertise and ability to draw upon diverse services and staff. BKF has successfully managed, designed, and processed complex highway, roadway, and rail projects through their strong blend of civil engineers, transportation engineers, traffic engineers, hydrologists, utility designers, right of way engineers and surveyors who have worked on several notable and award winning rail grade separation feasibility and construction projects throughout the San Francisco Bay Area, including the Kato Road, Warren Avenue and Mission Blvd projects in Fremont; the Navy Drive project in Stockton; the Sunnyvale Avenue and Mary Avenue Grade Separations in Sunnyvale, the City Place Parkway and 2nd Street Grade Separations in Santa Clara, and the Marina Bay Parkway Grade Separation in Richmond.

Biggs Cardosa and BKF have worked on hundreds of successful projects together over the last 36 years. This type of long-running history has proven to be a key element to our success streamlining design efforts and delivering projects on-schedule, on-budget and meeting or exceeding project goals and objectives. We clearly understand each other's roles and expectations and we are often thought of as "sister" companies.

Founded in 1935, Perkins & Will is an architecture firm with 26 studios and over 2,000 staff members. They believe that design has the power to make the world a better, more beautiful place. That's why clients and communities on nearly every continent partner with them to design healthy, happy places in which to live, learn, work, play, and heal. They are passionate about human-centered design and are committed to creating a positive impact in people's lives through sustainability, resilience, wellbeing, diversity, inclusion, and research. In fact, Fast Company named them one of the World's Most Innovative Companies in Architecture. Their global team of creatives and critical thinkers provides integrated services in architecture, interior design, landscape architecture, and more. Their San Francisco studio uses design to craft the human experience. They believe in a research-based, interdisciplinary approach that creates sites and buildings focused on the people who inhabit them. Located along San Francisco's waterfront, they are more than 70 professionals strong with deep Bay Area roots and the resources of a global firm. A community-focused team, they thrive on projects which contribute to the greater good, and help make a lasting, positive change. For the past four years, they were ranked as one of the top three transit architecture firms by Building Design + Construction Giants 300. They have a great deal of experience in landscape architecture, transportation, and urban design.

JMA Civil, Inc. is a Civil Engineering and Rail Design and Consulting Firm that specializes in Railroad and Transit projects, especially mainline track, at-grade crossing and grade separation projects. Jon Marshall, PE, founded the firm in 2011 to focus on serving public agencies and industrial clients with high quality and innovative design solutions. Previously, he was an Assistant Vice President and project manager for a national transportation AEP firm where he completed over 200 rail-involved projects for freight railroads (primarily Union Pacific Railroad), transit operators, public agencies and rail-served customers. JMA is well-qualified to lead many aspects of rail planning and conceptual and final design, including: shoofly design, separation studies and design, at-grade crossing modifications, grade culvert design and bridge hydraulic analyses,

protection and relocation of utility crossings, maintenance, CPUC coordination, rail operations and alternatives analyses, cost estimating, construction phase services, and feasibility studies. JMA has advised and designed rail improvements for many California transit operators, including: the California High-Speed Rail Authority, ACE, Caltrain, VTA, BART, SMART and Valley Link, both directly and as a subconsultant under the prime designer or design-build contractor. JMA is a California S Corporation with offices in Oakland, CA and Boston, MA. JMA currently has a staff of 17 including 7 licensed civil engineers licensed in California. JMA is certified by Cal DGS as an SBE.

Hexagon Transportation Consultants, Inc. was founded in 1998 in San Jose, California with the goal of providing quality, professional transportation consulting services to private and public entities. Hexagon provides services in all major aspects of transportation planning and traffic engineering. They have built their firm around three fundamental principles. First, they deliver the highest quality work with findings that are double-checked and presented clearly and concisely. Second, they deliver work results when promised. Among their top priorities is delivering their services in a way that ensures the overall scheduling needs of their clients are met. Lastly, they are accessible and responsive. They understand their clients are pressed for time and often faced with the challenge of managing complex projects, so anything they can do to keep the transportation aspects of those projects moving along smoothly is a valued service. Hexagon has 29 employees within its three offices. Hexagon's professional staff has a broad range of transportation expertise and is experienced in all technical aspects of transportation consulting. This gives them the ability to plan and design a transportation project that will operate as intended when construction is complete and the improvements are brought online. Their traffic engineers and transportation planners are experts in the preparation of traffic impact studies for CEQA analysis, traffic operations studies, queueing studies, long-range travel demand forecasting, traffic simulation studies, signal coordination studies, bike and pedestrian studies, parking studies, accident analyses, and much more. Their design staff has extensive experience in the design of intersection geometrics, traffic signal improvements, traffic signing, and pavement delineation.

PARIKH Consultants, Inc. (PARIKH), established in 1993, is a California Corporation specializing in geotechnical engineering services for public agencies, (self-help measure counties, Caltrans), cities, and local municipalities. PARIKH employs around twenty highly skilled and dedicated engineers, geologists, technicians, and administrative personnel. PARIKH has successfully delivered more than 1,400 projects throughout California, with both local and federal funding sources, including services for transit, transportation, and public works projects. Typical projects include public works and associated infrastruture elements. PARIKH's projects have received more than 40 engineering excellence awards from local and state agencies, including American Council of Engineering Companies (ACEC), American Public Works Association (APWA) and California Transportation Foundation (CTF). PARIKH offers a laboratory testing facility in Milpitas, CA to perform tests according to ASTM and CTM guidelines. The lab is accredited under the AASHTO Materials Reference Laboratory (AMRL) program and is certified by Caltrans. PARIKH's principals are experienced in design build, rail, public works and infrastructure projects, with an excellent reputation for high-quality services and an ability to maintain cost-effective operations. Cross-functional expertise coupled with years of dedication to geotechnical services have made PARIKH's knowledge unparalleled within the industry. The PARIKH team excels in client services by consistently meeting schedules, budgets, and project requirements.

DJP&A has been preparing environmental documents in California, and particularly, the Bay Area since 1972. DJP&A has extensive experience completing State and Federal environmental review for complex and controversial public sector infrastructure projects that require coordination with numerous regulatory agencies and conformance with CEQA and NEPA requirements. DJP&A's clients have included local City, County, and State agencies, numerous private developers, and school districts. The firm has offices in San Jose and Oakland. DJP&A is a CUCP-certified woman-owned UDBE and DBE. DJP&A has worked on projects with jurisdictions throughout San Mateo County on both public and private sector clients. Their recent CEQA/NEPA work with local Lead Agencies include projects in Daly City, South San Francisco, San Bruno, Half Moon Bay, Burlingame, San Mateo, Redwood City, and East Palo Alto. Notable infrastructure projects include the Main Street Bridge Rehabilitation in Half Moon Bay, Coastal Trail Crossing at Pilarcitos Creek in Half Moon Bay, Bermuda Drive Bridge Replacement in San Mateo, and Grand Boulevard Improvements Phase 3 in South San Francisco. DJP&A has worked with Biggs Cardosa on over 35 projects.

HIGH SPEED RAIL PROJECT, SAN JOSE TO SAN FRANCISCO

SAN FRANCISCO TO SAN JOSE, CA

PROJECT DESCRIPTION

Biggs Cardosa provided structural engineering design services for one of the nine segments that extends from the new Transbay Terminal in San Francisco to the redeveloped station at Diridon in San Jose. While this segment is the shortest at around 50 miles, it is recognized as one of the most challenging due to the existing infrastructure and developments along the narrow corridor. The new High Speed Rail alignment will follow the existing Caltrain alignment, and as part of the project, all of the existing at-grade crossings will be grade separated and the existing lines will be electrified.

Biggs Cardosa was responsible for the structural design of the replacement and new grade separations for the southern 17 mile portion that extends through Sunnyvale, Santa Clara and San Jose. **The alignment and structural design were developed to a 30% level** so that the Environmental Impact Report can be completed. Three alternatives of the vertical and horizontal rail alignments were developed to study the relative merits of the new tracks being at-grade, below grade or above grade at various locations. Structures designed by Biggs Cardosa included:

1. Redevelopment of Diridon Station, which will consist of the new High Speed Rail platforms and tracks approximately 60 feet above the existing Caltrain tracks and the historic platforms. There will be a mezzanine level between the two platform levels to provide passenger circulation.
2. Replacing three existing road bridges and two existing pedestrian bridges over the existing rail corridor to provide increased vertical and horizontal clearance.
3. Widening or replacing four existing rail bridges.
4. Replacing two existing road bridges with underpasses below new rail bridges.
5. Designing three new viaducts for two and four new High Speed Rail tracks, at up to 60 feet above grade and extending over 8.5 miles.

Firms Involved:

- Biggs Cardosa: structural engineering design to 30%

Relevance:

- Grade Separations
- Bay Area Location
- Pedestrian Facilities

Cost

Transbay Terminal: $3,000,000,000

Subsections 8 to 9: $827 Million

We have also completed evaluations into the preliminary design of a new four track trench within a narrow corridor. Preliminary construction sequencing was developed that would maintain two of the four tracks active during construction.

HIGH SPEED RAIL PROJECT, CENTRAL VALLEY SEG D/B (CP2-3)

FRESNO, CA TO TULARE/KERN COUNTY, CA

PROJECT DESCRIPTION

The California High Speed Rail project is the largest infrastructure project in the nation and is planned to operate trains at more than 200 miles an hour over 800 miles of new tracks. The project will be the first high speed rail project in the Country, and will transport passengers more efficiently, safely and with less environmental impact than other forms of transportation. Biggs Cardosa has been involved in several segments of the project, including the Central Valley Segment.

For this segment, Biggs Cardosa is the Independent Checking Engineer (ICE)/ Independent Site Engineer (ISE) for Construction Package 2-3 (CP 2-3). This contract stretches over 60 miles through the Central Valley from just south of Fresno to just north of the Tulare/Kern county line.

To address a recurring quality issue on many California D/B projects, which is believed to be caused at least in part by lax quality control and assurance by what is traditionally a Contractor-procured Quality Team (classic conundrum of fox guarding the chicken coup), the Authority deviated from the standard D/B model for this contract, and extricated the independent check function from the Design/Builder and moved it to the PCM's.

Biggs Cardosa was contracted by the PCM explicitly to fulfill this function on the Project. Biggs Cardosa's responsibilities as the Project's ICE including reviewing and recommending the disposition for all Technical Design Submittals, performing full independent structural design calculations for over 50 high-speed rail and roadway bridge structures along or over/under the alignment, and identifying, checking, and tracking that each structure will be in compliance with the project's design criteria.

Many of the submittals in this segment also required Caltrans oversight, or approval by BNSF and/or the jurisdictions in which the bridges are located.

Firms Involved:
- Biggs Cardosa: Independent Check, Independent Site Engineer

Relevance:
- Grade Separations
- Bay Area Location
- Feasibility/Alternative Studies

Year Completed
2022 (est.)

Cost
$2,200,000,000

BRADLEY A. MOODY MEMORIAL UNDERPASS (RPRC/BNSF)

RICHMOND, CA

PROJECT DESCRIPTION

This project consisted of a feasibility study, final design and construction support services to separate railroad traffic from vehicular traffic in the City of Richmond. Due to growing business development and train traffic along this railroad segment, which is used by Richmond Pacific Railroad Corporation (RPRC) and BNSF Railway Company, a grade separation was needed to relieve congestion and delays at the existing railroad crossing.

BKF Engineers (BKF) was appointed by the City of Richmond to provide the Feasibility Report and PS&E for the Marina Bay Parkway Grade Separation Project which included the civil engineering design, right of way engineering and surveying. Biggs Cardosa performed structural feasibility studies on six undercrossing and overcrossing alternatives at various site locations in the area. An undercrossing alternative along Marina Bay Parkway was selected for final design. The project was completed and opened to traffic in 2015.

The grade separation consisted of lowering a 900-foot long by 80-foot wide roadway under a RPRC/BNSF track. The lowered roadway, with excavation depths reaching approximately 30 feet, is supported by retaining walls on both sides. The wall system includes cement deep soil mix (CDSM) walls reinforced with steel soldier piles and tiebacks, and cast-in-place concrete cantilever walls. The wall system also includes underground concrete compression struts between the walls. Rail traffic crosses over the lowered portion of Marina Bay Parkway via a 103-foot long by 34-foot wide, two-span steel beam bridge. The new bridge was designed to accommodate the existing track and a future track. Due to railroad and vehicular traffic operation requirements, the lowered roadway had to be constructed in stages, from the top down. Since the site is located in close proximity to a 9-track railroad switch yard with heavy train volume, maintaining railroad operations to the fullest extent was a key priority. With close coordination with PRPC/BNSF, the railroad bridge including all bridge supports were effectively installed over four weekend closures. Biggs Cardosa provided railroad coordination support and structural engineering services.

This project received an Honorable Mention Award from CMAA in the Category of Transportation for projects with a construction cost greater than $10M.

Firms Involved:
- BKF: Prime Consultant, Civil
- Biggs Cardosa: Structural Engineering

Relevance:
- Grade Separations
- Bay Area Location
- Feasibility/Alternative Studies

Year Completed
2015

Cost
$35,000,000

Reference
Chadrick Smalley
City of Richmond
440 Civic Center Plaza,
Richmond, CA 94804
510.307.8140
chadrick_smalley@
ci.richmond.ca.us

KATO ROAD, DIXON LANDING ROAD, WARREN AVENUE & MISSION BLVD GRADE SEPARATIONS FREMONT AND MILPITAS, CA

PROJECT DESCRIPTION

As a part of the BART extension to San Jose, Biggs Cardosa performed as the Structural Design Lead for the SVBX Northern Area Guideway project. Among other structural tasks, SVBX included four major Grade Separation in the cities of Fremont and Milpitas at Mission Blvd, Warren Ave, Kato Road, and Dixon Landing Road, and the relocation of over six miles of UPRR tracks.

The grade separations and the UPRR track relocation were needed to extend the BART tracks into San Jose along the west side of the UPRR corridor. Each of these four grade separation projects initially consisted of depressing the roadways beneath the UPRR/BART tracks and constructing at least two underpass structures for each of the UPRR and BART tracks.

At Mission Blvd, the existing UPRR Underpass was replaced and the depressed roadway widened with new soil nailed retaining walls. At Warren Ave, Kato Road and Dixon Landing Road, the projects depressed the roadway with Deep Soil Mix (DSM) walls, and also included a third bridge structure for UPRR access vehicles.

All structures required close coordination with UPRR in order to minimize track closures. Kato Road and Warren Avenue were closed during construction. Both projects required the tracks to be raised 8". All four projects also required extensive stage construction.

The bridges at Kato and Warren were supported on DSM abutments and pier walls, which utilized steel soldier pile deep foundations that enabled top-down construction, reducing shoring costs and impacts to UPRR. All BART bridges and UPRR access bridges consisted of cast-in-place prestressed concrete box girders.

The Mission/Warren/Freight Railroad Relocation Program received the APWA Silicon Valley project of the year award and the 2016 ASCE (San Francisco Section) Transportation Project of the Year award.

Firms Involved:
- Biggs Cardosa: Structural Engineering
- BKF

Relevance:
- Grade Separations
- Bay Area Location
- UPRR/BART

Year Completed
2013

Cost
>$75,000,000 (combined)

BROADWAY BURLINGAME GRADE SEPARATION

BURLINGAME, CA

PROJECT DESCRIPTION

Biggs Cardosa is providing structural engineering services for the design of the Broadway Burlingame Grade Separation. The existing at-grade crossing at Broadway has documented safety and mobility issues. Since 2015 there have been more than 10 collisions involving trains and vehicles or pedestrians. The crossing also experiences high volumes of vehicles and trains at the crossing resulting in significant down time and congestion. This new grade separation will benefit Caltrain, the City, transit riders and residents.

The project includes raising the Caltrain tracks approximately 18 ½ feet and lowering Broadway approximately 6 feet to accommodate a grade separation. The project will include a new raised station platform with connections from the street level to the center of the platform, a new parking structure on the east side on Carolan Avenue and new grade-separated pedestrian overcrossing.

To accommodate construction, natural drainage channels will need to be relocated; the existing tracks will need a shoofly with a temporary at-grade crossing at Broadway; right of way will need to be acquired, with retaining walls constructed to minimize impacts; and major utilities in the roadway will need to be lowered or relocated.

Firms Involved:
- Biggs Cardosa: Structural Engineering

Relevance:
- Grade Separation
- Bay Area Location
- Caltrain
- Pedestrian design elements

Year to be Completed
2023 (est.)

CALTRAIN SANTA CLARA STATION PUC EXTENSION

SANTA CLARA, CA

PROJECT DESCRIPTION

The Santa Clara Valley Transportation Authority (VTA) proposed to construct a pedestrian undercrossing extension at the Santa Clara Caltrain Station. The structure serves as a connection to the new Caltrain station platform and extends the undercrossing that is currently being constructed by Caltrain. The structure extends the Caltrain undercrossing to the east and below the existing Union Pacific Railroad (UPRR) tracks, and provides access to the Santa Clara Caltrain Station from Brokaw Road. Biggs Cardosa Associates was the prime consultant responsible for the project management, structural design and the coordination of a team of subconsultants in providing the VTA with concepts, preliminary design, engineering reports, construction schedule, full PS&E package, construction support services and support services in coordination with UPRR.

The project involved the design and construction of two integral components to be able to provide the desired access: an undercrossing extension and a ramp walkway that connects the undercrossing to Brokaw Road, east of the UPRR tracks.

Numerous concepts were developed to study various alignments and construction types. They included PUCs, overpasses, DSM walls with precast roof slabs and concrete lining, CIP tunnels and ramps, and precast tunnel segments.

The undercrossing was constructed using precast concrete tunnel segments, and cast-in-place (CIP) concrete wall lining with architectural finishes to match existing tunnel in addition to topping slab and closure rings at the tunnel ends. The undercrossing extension is approximately 83 feet long with interior dimensions of 16 feet wide and varying vertical clearances. The ramp is approximately 250 feet long with varying width and stem wall heights. The ramp was constructed with CIP concrete and features architectural planters along a reverse-curved alignment.

Firms Involved:
- Biggs Cardosa: Prime Consultant,
- PARIKH

Relevance:
- Pedestrian Undercrossing at Caltrain/UPRR Tracks
- Biggs Cardosa - Prime
- Rail Coordination
- Station Improvements/ Modifications
- Utility Coordination
- Multi-agency Coordination

Year Completed
2017

Cost
$13,800,000

Reference
Mohamed Basma
VTA
408.546.7939

Numerous factors had to be taken into consideration with respect to the construction of both of these structures that includes, but were not limited to, railway operations and limitations, geologic conditions, future proposed BART station to the northeast of the existing UPRR tracks, the current Caltrain undercrossing project parameters, constructability aspects, code compliance, client safety concerns, existing and proposed utilities, architectural/ aesthetic issues, and project cost and schedule.

Construction schedule included a four-day shutdown (over Thanksgiving weekend 2016) of all tracks for the installation of precast concrete tunnels segments.

During the 4 day rail shutdown over Thanksgiving 2016, a portion of three rail tracks were removed while a precast concrete underpass was installed in an open trench. The Biggs Cardosa Project Manager was on site for most of the period from the end of the initial excavation until the underpass had been installed and waterproofed and backfilling had commenced. He was able to provide technical input and assist in resolving issues as they arose to keep critical activities on schedule during the shutdown. One example was the placement of the first of the fourteen precast concrete segments. Since all tunnel segments would be aligned with the first segment that was set, the alignment of that first segment was critical. Weighing more than 95,000 pounds and at the extreme reach of the crane, the precise location and alignment of first 5-feet long segment was adjusted numerous times over a six hour period, significantly longer than planned. With knowledge of the project constraints including minimum ramp lengths, our Project Manager was able to review impacts and determine that changes could be made to the ramp layout to accommodate the projected mis-alignment. The alignment of the first concrete segment was approved without further adjustment allowing construction to proceed and the tracks to be re-installed and restored to service on schedule.

This project has received the following awards:

2019 APWA National: American Public Works Association Project of the Year for 2019 in the category of Transportation $5 million but less than $25 million

2018 ACEC California Golden State Award

2018 ACEC California Honor Award in the Structural Systems Category

2018 APWA California Project of the Year Award

2018 CTF Transportation Award in the Pedestrian/ Bicycle Category

Silicon Valley Business Journal: Silicon Valley Structures 2017: Public/Civic Project of the Year

Funding Sources: The $13.8M project cost will draw from Measures A and B, The City of San Jose, State and Federal Sources, Safe Routes to Transit (funded by Bay Area Bridge Tolls), the Transportation Fund for Clean Air (State Fund), and Hunter Properties.

WARM SPRINGS BART PEDESTRIAN ACCESS BRIDGE & ENTRY PLAZA, FREMONT, CA

PROJECT DESCRIPTION

This new pedestrian and bicycle bridge crosses over the five sets of Union Pacific railroad tracks and connects the Warm Springs BART station to a new public plaza and the growing Fremont Innovation District. In 2013, Biggs Cardosa was the prime consultant responsible for the feasibility study and conceptual design of the Warm Springs BART West Access Bridge and Plaza. Subsequently in 2015, the Biggs Cardosa team was selected by the City of Fremont to provide final design services for the project.

The project consists of an iconic pedestrian bridge spanning the UPRR mainline west of the new Warm Springs BART station, an entry plaza that connects the bridge to planned transit-oriented development, a UPRR spur track relocation, utility relocations, and preliminary design studies that will outline infrastructure improvements to the new development area.

The Warm Springs BART pedestrian bridge and plaza are an integral part of the City of Fremont's vision to enhance the pedestrian environment and create an urban neighborhood. This signature bridge and plaza project will provide a vital pedestrian/bicycle link which will demonstrate the City of Fremont's commitment to creating a transit-oriented, connected urban environment, enhancing pedestrian experience and accounting for the new demographic.

Remaining work to open the bridge includes integrating BART station infrastructure related to safety, security, electrical, and mechanical systems. Following which the project coordinator and BART will conduct inspection, testing, and training.

The total project cost is $41 million. Preconstruction, planning, design, and utility relocation work was funded by the City of Fremont ($11 million). The construction cost of $30 million is funded by the Alameda County Transportation Commission.

Firms Involved:
- Biggs Cardosa: prime consultant
- BKF
- PARIKH

Relevance:
- Pedestrian Bridge and Plaza
- Bay Area Project
- Facility over BART and UPRR Tracks
- Railroad Coordination
- ADA Compliance
- Extensive Renderings during design phase

Year Completed
January 2022

Cost
$41,000,000

SOUTH BAYFRONT PEDESTRIAN BICYCLE BRIDGE

EMERYVILLE, CA

PROJECT DESCRIPTION

The centerpiece of the South Bayfront Pedestrian Bridge Project is a bicycle and pedestrian bridge over the Union Pacific Railroad tracks in the City of Emeryville. The project includes design of the main bridge structure, access ramps, stairs, and landscaping, as well as community outreach, stakeholder coordination and permitting for all elements of the project.

The bridge and ramps accommodate bicycles and pedestrians, and will be ADA-compliant. The 230-foot long main bridge is a tied single arch structure that will span across nine UPRR tracks. This bridge is designed for construction over UPRR tracks within a very limited track closure window. Over 1000 feet of ramps will be required for the bridge approaches. The west ramp is a switch-back ramp that connects to the Bay Street shopping center. The west ramp is adjacent to the mall's parking structure within a 30-foot setback from the UPRR property line. The east ramp will connect to the proposed Horton Landing Park. Both ramp structures are cast-in-place concrete structures. The project also includes access stair structures on each side of the railroad corridor for pedestrian access to the main bridge.

Public Outreach: Biggs Cardosa, along with our lead architect, led participatory public workshops, or "charrettes", during all phases of planning and design. During type selection and preliminary design, Biggs Cardosa's team developed comparative exhibits and simulations of a range of signature bridge types including single and double tied arches, trusses, and single and twin-tower cable-stayed spans. These exhibits and simulations were critical elements in the participatory type selection and conceptual design process.

Union Pacific Railroad Coordination and Permits and Utility Relocation Design/Coordination: Biggs Cardosa team performed all the services to obtain the required permit, including UPRR and CPUC. Our team also performed the design coordination effort services for many impacted utilities within and outside the UPRR and City right-of-way.

Firms Involved:
- Biggs Cardosa: prime consultant, structural engineering
- PARIKH - Geotechnical
- David J. Powers - Environmental

Relevance:
- Pedestrian Bridge and Plaza
- Bay Area Project
- Facility over BART and UPRR Tracks
- CPUC Coordination
- Railroad Coordination
- ADA Compliance
- Public Outreach
- Extensive Renderings during design phase

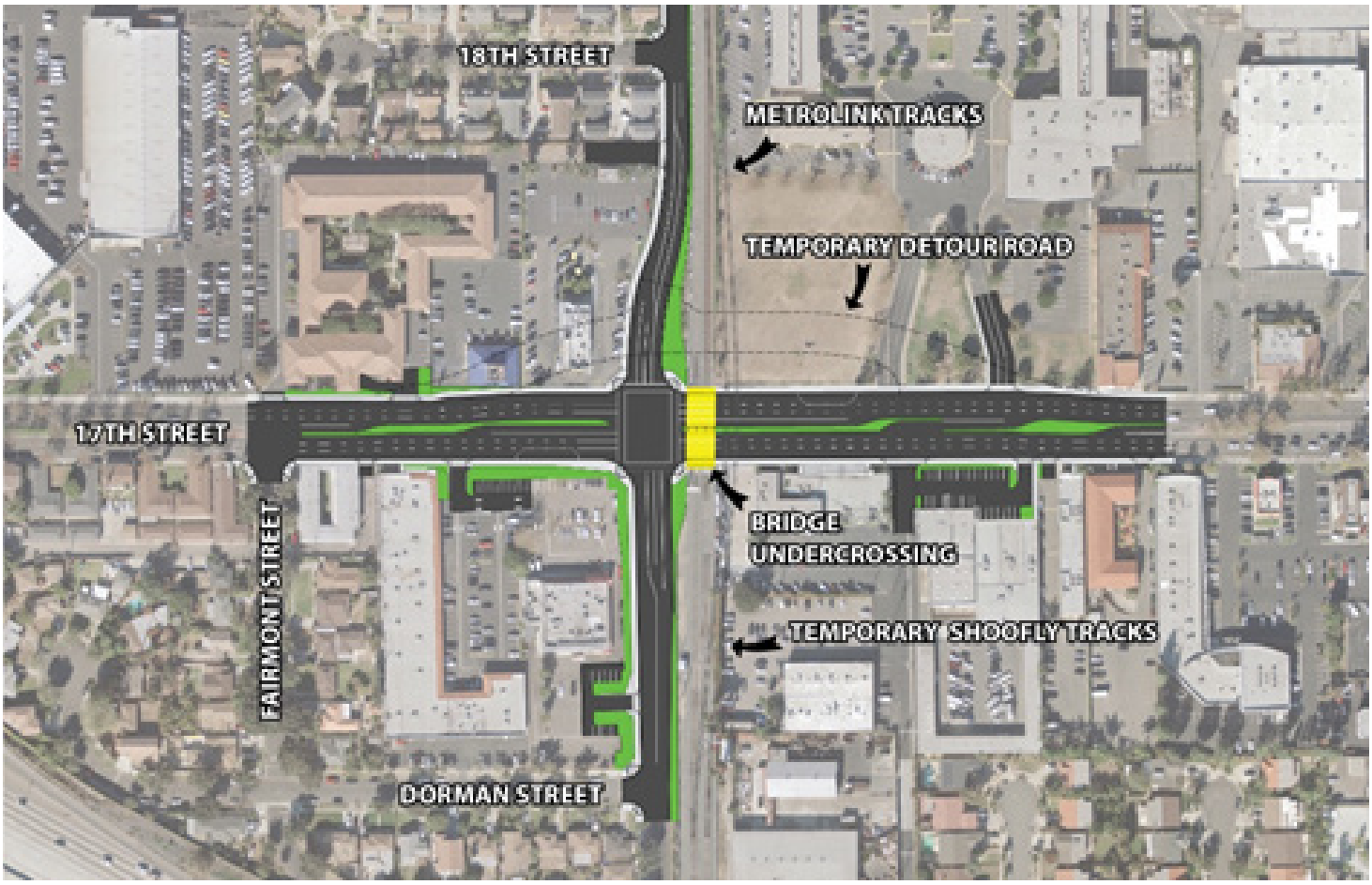
Year Completed
2021

Cost
$31,000,000

Reference
Todd Teachout,
City Engineer
City of Emeryville
510.596.4334
tteachout@emeryville.org

17TH STREET GRADE SEPARATION (SCRRA)

SANTA ANA, CA



PROJECT DESCRIPTION

The Orange County Transportation Authority (OCTA) and the City of Santa Ana, in coordination with Caltrans District 12, proposes to grade separate the existing at-grade crossing of 17th Street with the Metrolink Southern California Regional Rail Authority (SCRRA) double tracks in the City of Santa Ana. The project proposes to construct a railroad underpass to carry the SCRRA double tracks over 17th Street, lowering the existing grade of the roadway by approximately 20.5 feet and raising the railroad profile by approximately 2 feet.

Biggs Cardosa was responsible for developing the structural concepts and cost estimates for inclusion in the Project Report Equivalent (PRE). Close coordination with the City of Santa Ana and SCRRA was required. Biggs Cardosa's structural concepts met SCRRA's requirements, and included aesthetic features to satisfy City requirements. Rolled steel beams with precast concrete fascia panels are specified for the railroad bridge over the lowered portion of 17th Street. The use of steel beams satisfies SCRRA's requirements, and the precast concrete fascia panels are used to improve the aesthetics of the Underpass structure. A series of secant pile walls and cantilevered cast-in-place walls are used along the lowered portion of 17th Street. Retaining walls will also include aesthetic treatment.

The PRE and associated conceptual plans and cost estimates, along with obtaining environmental clearance, will setup OCTA to prepare final design documents.

Firms Involved:
- Biggs Cardosa: Structural Engineering

Relevance:
- Grade Separation
- PSRE

Year to be Completed
2016

Cost
$55,000,000 (est.)

ACE FULLERTON ROAD GRADE SEPARATION (UPRR)

CITY OF INDUSTRY, CA

PROJECT DESCRIPTION

Biggs Cardosa is the Prime Consultant on the $204.1 million Fullerton Road Grade Separation Project, the largest and most complex of ACE's Phase II grade separations. To minimize impacts to adjacent properties, the mainline UPRR will be raised by 8.5 feet using T-Walls, and Fullerton Road will be lowered 16 feet under the existing tracks. The project includes the grade separation of Railroad Street, which runs parallel to the UPRR tracks on the north, from Fullerton Road.

Plans call for constructing a six-lane roadway underpass on Fullerton Road with retaining walls, a new railroad bridge, a new roadway bridge and a new pedestrian bridge, which was an innovative solution to address ADA concerns. This complex project also includes addressing impacts to the adjacent properties and numerous utilities.

Biggs Cardosa's services included the management of all design components, including structures, railroad and shoofly, staging, civil and roadway, drainage, utility relocations, signal, geotechnical, surveying, pump station, constructability and right-of-way engineering. The design will reduce right-of-way acquisitions. Biggs Cardosa spearheaded difficult approvals through the rail agency to support the raising of the railroad tracks, and to obtain approval of complex but effective construction staging, that included shooflies and impacts to industry lead tracks.

To address the numerous utilities involved in the project, Biggs Cardosa produced 3D models of all structures and utilities to show where they conflicted. Biggs Cardosa provided successful public outreach support with renderings of each location to show how each property would be affected by the project. These renderings were instrumental in gaining support for the project from many of the impacted properties.

Firms Involved:
- Biggs Cardosa: Prime Consultant, Project Management, Structural Engineering

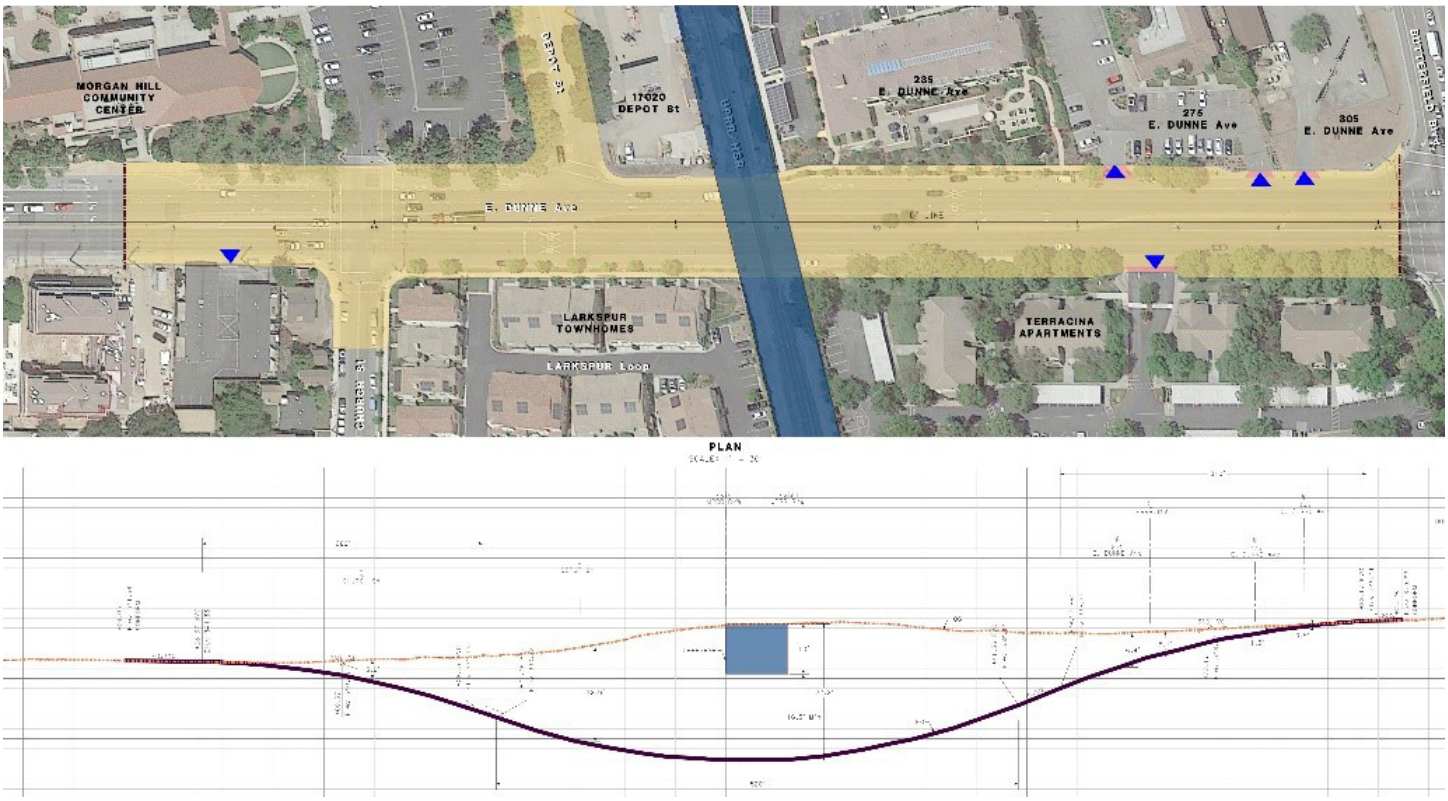
Relevance:
- Grade Separation
- Biggs Cardosa - Prime
- Rail Coordination
- Utility Coordination
- Multi-agency Coordination
- Extensive Renderings during design phase

Year to be Completed
2023 (est.)

Cost
$204.1 M

MORGAN HILL/SAN JOSE - MERCED HSR DRAFT EIR/EIS SUPPORT

CITY OF MORGAN HILL, CA



PROJECT DESCRIPTION

BKF provided civil engineering support services to assist the City of Morgan Hill (City) to evaluate the California High Speed Rail (HSR) alignments proposed in the Draft Environmental Impact Report (EIR) for the San Jose-Merced segment. BKF's responsibilities included the review of the UPRR rail crossings at E. Dunne Avenue and Tennant Avenue that crosses the proposed HSR alignment in Downtown Morgan Hill. Additionally, BKF assisted Perkins & Will and David J. Powers & Associates with the review of the HSR alternative alignments, especially at the rail crossings at City street intersections, to ensure that refinements suggested for City's consideration to forward to the HSR Authority would be peer reviewed and thus were based on a solid engineering foundation. BKF prepared grade separation exhibits for the HSR crossings at E. Dunne Avenue and Tennant Avenue as well as performed civil engineering review of the pedestrian undercrossing for the Morgan Hill Caltrain Station. BKF attended team meetings and contributed to various topics including safety, emergency response time, pedestrian, bicycle and vehicular access, drainage, utilities, and right of way impacts. BKF worked with the City's team in making recommendations to the HSR Authority on potential refinements that would improve the alignments and provide a safer facility to the community from the City's perspective.

Hexagon provided review the High-Speed Rail EIR. The EIR includes 4 alternatives for the rail tracks. It was determined that some of the alternatives would create impacts to the transportation system in Morgan Hill. All alternatives would create impacts during construction. Hexagon evaluated AM and PM peak-hour intersection levels of service at key intersections for projected long-range traffic conditions with and without the HSR project under all project alternatives. Projected maximum peak-hour vehicle queues for proposed at-grade crossings were also evaluated. Impacts on property access and on bicycle, pedestrian, and transit circulation were evaluated for each of the project alternatives, as well as potential short-term traffic impacts due to the construction of the various alternatives.

Firms Involved:
- BKF
- Perkins & Will
- Hexagon
- David J. Powers

Relevance:
- CIty of Morgan Hill Project
- Studies & Reports for this project location

Year Completed
2020

Cost
$10,000 Contract

Reference
Tiffany Brown
City of Morgan Hill
408.310.4655

CALTRAIN GRADE SEPARATIONS FEASIBILITY STUDY

CITY OF SUNNYVALE, CA

PROJECT DESCRIPTION

The VTA Measure B program included the funding of 8 grade separation projects along the Caltrain corridor in the cities of Sunnyvale, Mountain View and Palo Alto with the intent to separate the Caltrain tracks from roadways to provide increased safety benefits for drivers, bicyclists and pedestrians; to reduce traffic congestion at the adjacent intersections; and to incorporate Complete Streets design features.

BKF Engineers (BKF) assisted the City of Sunnyvale (City) with developing detailed grade separation alternative designs and an assessment of impacts and requirements for 2 new grade separation locations at major east-west arterials: Sunnyvale Avenue and Mary Avenue. The new grade separations are vital to the City objectives of increasing the attractiveness of the downtown area for businesses and residents. The current situation with at-grade crossings essentially blocks east-west traffic flow, creates an offensive noise disturbance when passing trains sound horns and crossing gate bells ring, and presents a continual risk of dangerous accidents when vehicles or pedestrians are crossing the tracks.

The grade separation design alternatives were configured as either roadway overpasses or underpasses, permitting safe and efficient flow of multimodal traffic in and out of the downtown area to other key City locations and to US 101. The design of the grade separations additionally took into consideration future track improvements such as the electrification of the Caltrain system and the High Speed Rail running along the Caltrain tracks. The two grade separations locations had site-specific features that affected the design configurations and impacts, such as their relative adjacency to Evelyn Avenue and the Sunnyvale Caltrain Station, maintaining accessibility to local businesses and residences, the relocation of major utilities and the right of way needs. At the conclusion of the design work, assessment of impacts and public outreach, the results were presented to the City Council and a feasibility study drafted identifying the preferred alternatives so that the project can proceed to the environmental and PS&E phases of work.

Firms Involved:
- BKF
- Biggs Cardosa

Relevance:
- Rail Coordination

Year to be Completed
2022

Cost
$432,000,000

Reference
Angela Obeso
Principal Transportation Engineer
City of Sunnyvale
408.730.7557

ANALYSIS OF CA HIGH SPEED RAIL ALIGNMENT OPTIONS

CITY OF MORGAN HILL, CA

PROJECT DESCRIPTION

Perkins & Will provided urban design and placemaking expertise in order to support the City of Morgan Hill's efforts to review and comment upon proposed alignments for California High Speed Rail.

The team assessed all proposed alignments by how well they aligned with the City's planning vision and goals, evaluated their impacts on the downtown environment and future economic vitality, and identified mitigation measures focusing on the preferred alignment recommended by the California High Speed Rail Authority.

A conceptual design study was conducted on impacted areas near Morgan Hill's downtown. This study focused on safe grade-separated crossings and public-realm improvements designed to provide continuous access to pedestrians, cyclists, cars, and emergency vehicles across the High Speed Rail corridor.

Firms Involved:

- Perkins & Will

Relevance:

- CA High Speed Rail project
- Rail Alignment Options Study

ATLANTA BELTLINE CORRIDOR DESIGN AND TRAILS

CITY OF ALTANTA, GA

PROJECT DESCRIPTION

Perkins & Will co-designed the popular Atlanta Beltline Corridor and Trails, transforming an abandoned industrial railway with uncooperative old land with unmarked utilities and buried objects into a thriving hub for pedestrian and bicycle traffic. The Beltline provides a 22 mile path that connects housing units, business units, and train stations.

Perkins & Will guided the Corridor Design, Eastside Trail, and Westside Trail from initial guidelines to real-world execution under extremely tight deadlines.

Today, more than a million people use the Eastside Trail alone. From large civic events like the Lantern Parade that pumps more than 10,000 enthusiastic people through its arteries to informal art strolls by individuals, the BeltLine is host to a true cross section of the city—a society on its way to work, shop, school, and social events—happily enjoying the company of each other. Best of all, no one entity can control it. It belongs to everybody.

Since 2005, more than 50 projects representing more than $2.4 billion in private investment have taken shape around the Atlanta BeltLine, with $638 million in new development along the Eastside Trail alone. Ponce City Market, once an empty hull, stands as a marquee example for reuse, while bordering neighborhood businesses and restaurants have reoriented themselves toward the trail to take advantage of the heavy foot traffic.

The project received numerous awards, including:

Building Healthy Places Award, Urban Land Institute, Atlanta, 2015

Honor Award, Tri-State ASLA, 2014

Award of Excellence, Georgia ASLA, 2014

Overall Excellence in Smart Growth Award, US Environmental Protection Agency, 2014

Firms Involved:

- Perkins & Will

Relevance:

- Pedestrian/bicycle corridor

CA HIGH-SPEED RAIL AUTHORITY CP1 UPRR SHOOFLY

CITY OF FRESNO, CA

PROJECT DESCRIPTION

Construction Package 1, a 32-mile stretch between Madera to Fresno, was the first significant construction contract executed for the high-speed rail program. This package includes 12 grade separations, two viaducts, one tunnel, a major river crossing, and the realignment of State Route 99.

Jon Marshall was the Rail Design Manager for the Tutor/Perini/Zachry/ Parsons joint venture for the design of the three shooflies of the Union Pacific Railroad (UPRR) mainline in Fresno, including at Downtown, Westside Wye and Herndon. These 3 shooflies, totaling over 14,000 feet of new track, enable the construction of four underpasses of UPRR required for establishing the high-speed train alignment adjacent to UPRR through Fresno. The work has involved substantial interface with UPRR design criteria and standards and engagement with UPRR staff and consultants to identify the specific constraints at each crossing and develop effective solutions to these constraints that meet UPRR criteria and construction phasing, staging and methods that minimize impacts to UPRR to the greatest extent possible.

Due to very significant UPRR concerns with the preliminary design for the Westside Wye shoofly presented in the environmental document, Jon led an alternatives analysis including significant engagement with UPRR that resulted in a consensus for a feasible approach for the final design that simplified the construction phasing of the highly spaced constrained site. The JMA team was also engaged by TPZP to prepare other elements of the design related to UPRR, including modifications to 2 temporary at-grade crossings and 1 permanent reconfigured crossing. JMA also designed and coordinated numerous utility relocations and special protections required by the shooflies, for Kinder Morgan and PG&E facilities.

Firms Involved:
- JMA Civil

Relevance:
- Rail Coordination

Year to be Completed
2022, ongoing construction

Cost
$50 M

Reference
James Labanowski, PE,
Railroad/Utility Manager
California High-Speed Rail Authority
James.labanowski@hsr.ca.gov
916.669.6634

CA HIGH-SPEED RAIL AUTHORITY CP4 BNSF SHOOFLY

CITY OF WASCO, CA

PROJECT DESCRIPTION

Supporting the design-build contractor, California Rail Builders, JMA has led the design of two adjacent shooflies of BNSF mainline for Construction Package 4 in Wasco. JMA developed the at-grade alternative technical concept during tender phase that avoided the expensive and impactful BNSF viaduct structure through Wasco shown in the environmental and base bid documents. Working closely with BNSF, a single long shoofly was modified to two shorter shooflies, eliminating impacts to the BNSF Wasco yard and adjacent Amtrak station, significantly reducing overall costs, enabling a more flexible construction plan and gaining BNSF's consensus for the project.

In addition to designing over 23,000 feet of new mainline and shoofly tracks, JMA has coordinated all utility relocation submittals with BNSF (45 applications approved or pending), designed 10 miles of access roads within BNSF ROW, designed a long, deep bore relocation of Level 3/Century Link fiber line through Wasco, and led the CPUC applications for 14 new and modified crossings. JMA additionally performed independent technical review of the HST and associated project drainage for a 3+-mile segment through Wasco. BNSF approved the 100% submittals in early 2019 and substantial construction is underway with completion of the Poso shoofly expected in 2022.

At the 2019 general session of the American Railway Engineering and Maintenance of Way Association (AREMA), Jon Marshall co-presented with Michael Keating of BNSF and Antonio Canete of California Rail Builders the strategy the team developed for addressing the challenging technical considerations associated with the shooflies, and the team's collaborative approach that achieved BNSF approvals in under 24 months, from alternatives analysis to structure and shoofly 100% approvals.

Firms Involved:
- JMA Civil

Relevance:
- Railroad Coordination

Year to be Completed
2022, ongoing construction

Cost
$20 M

Reference
Michael Keating, Manager of Engineering
BNSF Railway
4006 E. Vine Ave.
Fresno, CA 93725
michael.keating@bnsf.com

ADDITIONAL RELEVANT PROJECTS

To better illustrate our team's depth of experience with grade separation projects, as well as our previous successful experience working together, we have included examples of a few additional recent projects:

Mount Vernon Viaduct at BNSF Intermodal Yard, SBCTA
Firms: Biggs Cardosa | **Services:** Program and Construction Management (PCM)

The scope of the Biggs Cardosa-led team consists of supporting SBCTA in managing all phases of the D/B contract to replace an aging 1,000-foot-long bridge spanning over 22 BNSF and Metrolink tracks across the San Bernardino BNSF Intermodal Yard. The cost of the project is estimated at $140M and it is currently under construction.

G Street / BNSF Underpass, Merced
Firm: Biggs Cardosa | **Services:** Full Design and CM

Biggs Cardosa led the design team of the G Street Underpass. The project provided the City of Merced with its first grade separation of this heavily used rail corridor, improving safety, reducing noise and travel details, and providing reliable route for the City's emergency services. *This project received the 2012 ACEC California Honor Award in Engineering Excellence in the Transportation category.*

Hamilton Station Pedestrian Overcrossing, Campbell
Firm: Biggs Cardosa | **Services:** Structural Engineering

Part of VTA's Vasona Light Rail Project, this signature arch structure spans the UPRR line to connect the Hamilton Station Plaza with the elevated station platform. *This project received the ACEC 2007 Merit Award for Engineering Excellence.*

Tustin Ave / Rose Dr / BNSF Grade Sep., OCTA
Firms: Biggs Cardosa | **Services:** Full Design

Biggs Cardosa managed and designed one of five grade separation projects for OCTA's Bridge Program. The project included an overhead structure over BNSF along with multiple concrete, masonry and MSE retaining walls totaling over 4,500 feet in length. *This project received the 2017 ACEC California Honor Award in the Transportation Category.*

Central Ave Bridge over UPRR/Amtrak/Metrolink, Montclair

Firms: Biggs Cardosa **Services:** Full Design

Biggs Cardosa is the prime consultant leading a multidisciplinary team on this bridge design project. The project includes the replacement of a bridge that spans seven UPRR tracks, a flood control channel, and local streets. This project showcases the team's recent and relevant experience working together with UPRR.

2 STAFF QUALIFICATIONS

Bradley Moody Memorial Underpass, Richmond

2 STAFF QUALIFICATIONS

Organization Chart

CITY OF MORGAN HILL

KEY STAKEHOLDERS

CAHSR, UPRR, Caltrain
CPUC, Utility Companies
Regulatory Agencies
Residents & Businesses

Principal-in-Charge, Project Manager
Mahvash Harms, PE, SE[1]

QA/QC Manager
Shaun Sumpter, PE, SE [1]

Technical Advisor
Anthony Notaro, PE [1]

Structures Lead
Martin Bodemar, PE, SE[1]

Structures Engineer
Sarah Moyles PE [1]

Structures Engineer
John Alciati, PE [1]

Civil PIC /Technical Advisor
Natalina Bernardi, PE[2]

Roadway Manager
Marcelo Cosentino, PE [2]

Utilities Engineer
Andrew Michel, PE [2]

Survey/Right of Way Manager
Davis Thresh, PLS [2]

Rail Manager
Jon Marshall, PE [4]

Rail Engineer
Mohammed Abushaban, PE [4]

Urban Designer
Yao Lu, AICP, ENV, SP [3]

Landscape Architect
Ashley Sun [3]

Traffic Manager
Jeffrey Elia, PE [6]

Environmental Manager
Akoni Danielsen [7]

Geotech Manager
David Wang, PhD, PE [5]

FIRMS

1. **Biggs Cardosa:** Project Management, Structural Engineering
2. **BKF:** Civil, Roadway, Utility Coordination
3. **Perkins & Will:** Architectural Renderings, Landscape Concepts, Urban Design
4. **JMA:** Railroad Coordination, Track Design
5. **PARIKH:** Geotechnical, Hazardous Waste
6: **Hexagon:** Traffic (if needed)
7. **DJP:** Environmental (if needed)

Key Personnel

As with all our clients, Biggs Cardosa will be committed to the City of Morgan Hill with maximum efficiency and professional integrity. If selected, **our Key Personnel will be committed to the entire duration of the project from start to completion, and will not be replaced without the City's prior approval.** Our team has the depth of staff to deliver this project in an effective and timely manner. The availability of human and financial resources, the depth and breadth of our successful engineering experience for bridge projects, and the leading-edge technical expertise of our personnel give us maximum levels of capability and flexibility to provide the professional services required to complete this project on time and within budget. Our staffing plan assures availability of sufficient qualified staffing resources throughout the duration of the contract.

Key Personnel

MAHVASH HARMS, PE, SE

Principal-in-Charge, Project Manager

30+ years of experience in project management and structural engineering. leading multi-disciplinary design teams on multi-million dollar public transportation and infrastructure projects. 25 years with Biggs Cardosa

20+ multi-million dollar pedestrian/ bicycle bridge and tunnel projects in California, including 6 rail crossings

15+ heavy rail and lightrail projects including UPRR, Amtrak, Caltrain, BART and SMART

99% of projects are for Public Sector clients including cities, counties and transportation agencies

5 award-winning pedestrian/bicycle projects in the last 5 years

REGISTRATION
Professional Engineer (Civil) CA C31736

Structural Engineer CA S2639

EDUCATION
B.S. Civil Engineering San Jose State University

M.S. Civil Engineering San Jose State University

SELECT RELEVANT PROJECT EXPERIENCE

Santa Clara Caltrain Station Pedestrian Undercrossing Extension at UPRR/Caltrain/ Amtrack, Santa Clara, CA

Bernardo Pedestrian Undercrossing at Central Expressway and Caltrain ROW, Mountain View, CA

SVBX Montague Expressway Pedestrian Overcrossing, Milpitas, CA

Warm Springs BART West Access Ped. Bridge and Plaza, Fremont, CA

Campbell Avenue Portals Project at Highway 17, Campbell, CA

South Bayfront Pedestrian Bicycle Bridge over UPPR Right-of-Way, Emeryville, CA

MARTIN BODEMAR, PE, SE

Structures Lead

28 years of experience in project management and structural engineering, leading multi-disciplinary design teams on various public transportation and infrastructure projects. 25 years with Biggs Cardosa

99% of projects are for Public Sector clients

10+ multi-million dollar signature pedestrian/bicycle bridge and tunnel projects in California, including a recent award-winning PUC

15+ heavy rail and lightrail projects including UPRR, Amtrak, Caltrain, and BART

REGISTRATION
Professional Engineer (Civil) CA C57856

Structural Engineer CA S4869

EDUCATION
B.S. Civil Engineering Santa Clara University

SELECT RELEVANT PROJECT EXPERIENCE

Santa Clara Caltrain Station Pedestrian Undercrossing Extension at UPRR/Caltrain/ Amtrack, Santa Clara, CA

California High Speed Rail, Construction Package 2-3, Fresno to Bakersfield, CA

Jefferson Avenue Underpass, Redwood City, CA

NATALINA BERNARDI, PE

Civil Principal-in-Charge/Technical Advisor

37 years of experience in project management and civil engineering. leading multi-disciplinary design teams on multi-million dollar public transportation and infrastructure projects. 34 years with BKF

50+ multi-million dollar grade separation projects in California including 12 rail crossings

30+ heavy rail and lightrail projects including UPRR, Amtrak, Caltrain, BART and SMART

90% of projects are for Public Sector clients including cities, counties and transportation agencies

4 award-winning grade separation projects in the last 5 years

REGISTRATION
Professional Engineer (Civil) CA C45407

EDUCATION
B.S. Civil Engineering University of California, Berkeley

SELECT RELEVANT PROJECT EXPERIENCE

Sunnyvale Caltrain Grade Separations Study, Sunnyvale, CA

Marina Bay Parkway Grade Separation, Richmond, CA

City Place Grade Separations, Santa Clara, CA

Mission Boulevard/Warren Avenue, UPRR Railroad Relocation, Fremont, CA

Kato Road Grade Separations, Fremont, CA

MARCELO CONSENTINO, PE

Civil Project Manager

24 years of experience in project management and civil engineering. leading multi-disciplinary design teams on multi-million dollar public transportation and infrastructure projects. 15 years with BKF.

25+ multi-million dollar grade separation projects in California including 12 rail crossings

15+ heavy rail and lightrail projects including UPRR, Amtrak, Caltrain, BART and SMART

98% of projects are for Public Sector clients including cities, counties and transportation agencies

3 award-winning grade separation projects in the last 5 years

REGISTRATION
Professional Engineer (Civil) CA C9063

EDUCATION
B.S. Civil Engineering Santa Clara University

M.B.A. San Jose State University

SELECT RELEVANT PROJECT EXPERIENCE

Morgan Hill High Speed Rail EIR Support, Morgan Hill, CA

Eastridge to BART Regional Connector (Capitol Expressway LRT Extension), San Jose, CA

TAMC Salinas Rail Kick-Start, Salinas, CA

Mission Boulevard/Warren Avenue Grade Separations and UPRR Railroad Relocation, Fremont, CA

Kato Road Grade Separation, Fremont, CA

JON MARSHALL, PE, QSD/QSP

Rail Manager

24 years of experience in in railroad facility design, consulting, and general civil engineering; 10 years with JMA

20+ 20 years of experience designing projects for and impacting Union Pacific Railroad

75% of Jon's portfolio is rail related, public sector projects.

200+ railroad projects in his career, primarily with UPRR and BNSF Railway. He has led the CPUC coordination role for several dozen rail grade separation and at-grade crossing improvement projects.

2X AREMA Annual Conference General Session Presenter where he discussed the challenging technical considerations of the UPRR and BNSF Shooflies from the California High-Speed Rail projects.

REGISTRATION

Professional Engineer (Civil) CA 63424

Qualified SWPP Developer/Practioner (QSD/QSP)

EDUCATION

B.S. Civil Engineering
University of Waterloo

SELECT RELEVANT PROJECT EXPERIENCE

High-Speed Rail CP1 UPRR Shoofly Design, Fresno, CA

CA High-Speed Rail Construction Package 4 (CP4), Wasco, CA

Caltrain Underpass Studies, Whipple, South Linden and Scott, Redwood City, CA

Laurel Street Grade Separation, Colton, CA

Design Support of City of Brisbane Comments on the CA High-Speed Rail San Francisco to San Jose Segment EIR

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: February 21, 2024

PREPARED BY:
Keri Russell, Maintenance Manager
APPROVED BY: City Manager

ADOPT RESOLUTION OF INTENT TO HOLD SPECIAL BALLOT PROCEEDING FOR SPARHAWK SUBAREA OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NUMBER 1

RECOMMENDATION(S)

Adopt resolution declaring intent and authorizing special ballot proceeding required to increase the maximum assessment rate for the Sparhawk subarea of the City's Landscape Assessment District Number 1, effective Fiscal Year (FY) 2024-25.

COUNCIL PRIORITIES, GOALS & STRATEGIES

2022-2023 Strategic Priorities

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

REPORT NARRATIVE:

The purpose of this report is to provide the Council with an opportunity to consider and adopt a resolution declaring the intent and authorizing the special ballot proceeding needed to increase the maximum level of assessment in the Sparhawk Subarea of Morgan Hill Landscape Assessment District 1.

The City has been administering the various subareas contained in Morgan Hill Landscape Assessment District Number 1 since the 1990's. Each of these subareas function as a "mini-district" in which the revenues garnered through the annual assessments must only be used to pay the administrative and direct service costs for that subarea. Sparhawk is experiencing funding issues and is projected to have no fund balance in FY 2024-25 due to inflationary factors on the expense side and no increases in assessments.

As a result of Proposition 218, the assessment level cannot be increased above the maximum permitted level without an affirmative vote of the majority of the voting property owners. City staff have been meeting with some of the residents in the Sparhawk Subarea. During the last meeting, the residents in attendance indicated that

they would prefer to vote to increase their maximum assessment level in order to maintain their level of service rather than a reduction to services.

Adopting the recommended resolution is the first required step for the City to hold a special ballot proceeding needed to raise the assessment limit. If the Council adopts the resolution, a mail notice will be issued and a public hearing will be held on April 24, 2024. A Supplemental Engineer's Report is included.

COMMUNITY ENGAGEMENT:
Involve
Staff recently held a meeting with Sparhawk residents to discuss the budget and service level options. City staff also sent letters informing residents of the funding issues and inviting them to participate in the meeting or connect with City staff by phone or email. Staff proposed an increase in the maximum assessment as the alternative would be a reduction in services. Residents present at the meetings supported the increase.

ALTERNATIVE ACTIONS:
The Council could decline to adopt the resolution which would cause a reduction of service level to Sparhawk Subarea. The City will be required to maintain some minimum level of service for safety and this may ultimately result in an impact to the City's General Fund.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
The Council has not had prior actions for Sparhawk Subarea. The Council approves the levy of assessments on all subareas within the Landscape Assessment District annually.

FISCAL AND RESOURCE IMPACT:
This item does not have a fiscal impact as the ballot proceeding will only raise the legally permissible maximum assessment limit – it will not actually increase the assessment. The actual annual assessments for the entire District will be set by a separate Council action scheduled for a meeting later in the Spring. Administering the District is included in the work program of the Public Services Department.

CEQA (California Environmental Quality Act):
Not a Project

This actions in this resolution are fiscal activities which do not directly involve a physical impact on the environment.

Supplemental Engineer's Report

Subarea Sparhawk Zone of City of Morgan Hill Landscape Assessment District No. 1

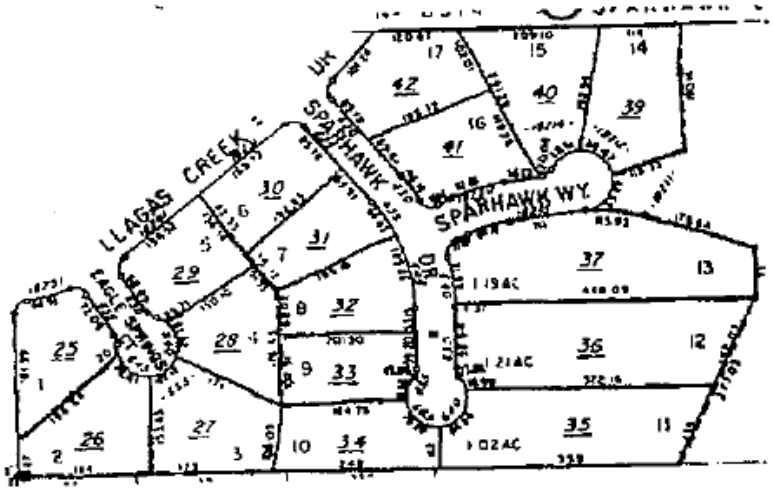
CITY OF MORGAN HILL

February 21, 2024

Introduction and Overview

This Supplemental Engineer's Report is intended as a supplement to the Engineer's Report that the City of Morgan Hill will prepare for the entire Landscape Assessment District No. 1 in advance of the 2024/2025 Fiscal Year. The sole subject of this report is the Sparhawk Zone of the District.

In 1991, the City Council created the Fox Hollow/Murphy Springs Landscape Assessment District, under the Act, and in 2010 chose to rename it to the City of Morgan Hill Landscape Assessment District No. 1. The District was formed in order to provide for the continued maintenance, operation, and administration of various improvements within the boundaries of the District. Following the initial formation, additional territory was annexed to the District as separate Zones. Currently, the District is comprised of 19 Zones or Subareas. The Sparhawk Zone Subarea of Landscape Assessment District No. 1 consists of eighteen parcels located on Sparhawk Zone as depicted below.



SPARHAWK ZONE

Exhibits from the Engineer's Report at the formation of the District define the boundaries and maintenance areas of each Zone within the District. These exhibits are on file and available for review at the office of the City Engineer and, in conjunction with the County of Santa Clara (the "County") Assessor's maps of the areas annexed, comprise the assessment diagrams for the respective annexations. The Assessor's maps are on file in the office of the County Assessor and are, by reference, made a part of this Report.

The improvements include the construction, operation, maintenance, and servicing of landscaping and appurtenant facilities; including, but not limited to, personnel, electrical energy, utilities such as water and gas, materials, contracting services, and other items necessary for the satisfactory operation of the following services:

> "Landscape improvements provided within the District may include, but are not limited to: ground cover, shrubs, plants and trees, irrigation and drainage systems, graffiti removal, entry monuments, and associated appurtenant facilities. Services provided include all necessary service, operations, administration, and maintenance required to keep the above-mentioned improvements in a healthy, vigorous, and satisfactory condition."

Estimate of Costs

Definition of Budget Terms

Direct Expenses:

Monthly Maintenance: Includes all regularly scheduled labor, material (i.e. pipe, fertilizer, insecticides, paint, etc.) and equipment required to properly maintain and ensure the satisfactory condition of all landscaping, irrigation and drainage systems, and appurtenant facilities.
Extra Contract Costs: Includes all labor, equipment, and material costs associated with unscheduled repairs and improvements needed to ensure the satisfactory condition of all landscaping, irrigation and drainage systems, and appurtenant facilities.
Water/Sewer: Includes the furnishing of water required for the operation and maintenance of the landscaping facilities.
Electricity Costs: Includes the furnishing of electricity required for irrigation systems for the operation and maintenance of the landscaping facilities.
Other Supplies: Includes costs that are generally unforeseen and not normally included in the yearly maintenance contract costs. This may include repair of damaged amenities due to vandalism, storms, heavy frost, etc. Also included may be planned upgrades that provide a direct benefit to the District. These upgrades could include replacing plant materials and/or renovation of irrigation systems.

Administrative Expenses:

Salaries: Includes the cost to particular departments and staff of the City to provide the coordination of District services, operations, and maintenance of the improvements, response to public concerns and education, and procedures associated with the levy and collection of assessments.
Postage/Advertising: Includes the cost of providing any mailed notice to the property owners and publishing and posting the Resolution of Intention as required by the Act.
Internal Services: Includes overhead costs allocated to the District for various City staff services.

Administrative/Engineering Contract: Includes the costs associated with contracting with professionals to provide services specific to the administration of the levy.

Contingency/Capital Replacement Fund Balance (Reduction)/Reserve:

Positive amounts are collected for various reasons that include, but are not limited to, any or all of the following:

- To maintain reserves which enable the City to pay for costs associated with the District during the first six months of the fiscal year,
- To reduce the current fund balance deficit (if any) that exists as of the beginning of the fiscal year, and
- To plan for the replacement of capital improvements in the future.

Zone Budget for Fiscal Year 2023/24

DIRECT EXPENSES	
Monthly Maintenance	$2,262.44
Extra Contract Costs	250.00
Water/Sewer	1875.00
Electricity	0.00
Other Supplies	0.00
Subtotal Direct Expenses	$4,387.44
ADMINISTRATIVE EXPENSES	
Salaries	$620.91
Postage/Advertising	5.01
Internal Services	501.82
Administrative/Engineering Contract	201.77
Subtotal Administrative Expenses	$1,329.51
TOTAL SUBAREA COSTS	$5,716.95
FUND BALANCE (REDUCTION) RESERVE	295.05
TOTAL BALANCE TO LEVY	$6,012.00
NUMBER OF ACCESSABLE UNITS	18.00
ASSESSMENT RATE PER UNIT	$334.00
ESTMATED BEGINNING FUND BALANCE JULY 1, 2023	$495.65
FUND BALANCE CHANGE	295.05
ESTIMATED ENDING FUND BALANCE JUNE 30, 2024	$790.70

Assessments

Method of Apportionment

The assessments are levied in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation.

Pursuant to the Act and Article XIII D of the Constitution of the State of California, all parcels that have special benefit conferred upon them as a result of the maintenance and operation of improvements shall be identified and the proportionate special benefit derived by each identified parcel shall be determined in relation to the entire cost of the maintenance and operation of the improvements. Only parcels that receive direct special benefit are assessed, and each parcel is assessed in proportion to the estimated benefit received.

Several Zones have been annexed into the District and it has been determined that by reason of variations in the nature, location, and extent of the improvements, those areas will receive differing degrees of benefit from the improvements.

Within the Zones, each parcel is allocated a number of units, where each such unit is deemed to receive the same proportional special benefit from the maintenance and operation of the improvements within that Zone. The typical parcel, with a single family residential use, will have one unit assigned. If the use or nature of a parcel confers special benefit in a greater or lesser degree than that typical use, that parcel may have greater than or less than one unit assigned

Specific Proposed Increase

The assessment rate originally approved at the time of annexing this Zone into the District was $186.82 per unit. There is currently a 3% annual inflator associated with the Sparhawk Zone assessments.

This Supplemental Engineer's Report is being prepared specifically for consideration as a component of the process for the Sparhawk property owners to consider an increase in the maximum assessment rate per unit. The increase is being considered to prepare for future anticipated maintenance needs that benefit the entire zone.

There are currently 18 parcels within this Zone, and the total Zone costs are spread to each of the 18 units as follows:

Estimated Fiscal Year 2024/25 Costs and Fund Adjustment	
Total Units	18
Fiscal Year 2024/25 Proposed Assessment Per Unit	$500.00
Fiscal Year 2024/25 Proposed Maximum Assessment Per Unit	$500.00
Fiscal Year 2023/24 Actual Assessment Per Unit	$334.00
Proposed Change in Assessment Rate Per Unit	$166.00

Assessment Roll

SubArea	APN	Rate per Unit	Units	2024/25 Assessment
Sparhawk	764-31-025	500.00	1.00	500.00
Sparhawk	764-31-026	500.00	1.00	500.00
Sparhawk	764-31-027	500.00	1.00	500.00
Sparhawk	764-31-028	500.00	1.00	500.00
Sparhawk	764-31-029	500.00	1.00	500.00
Sparhawk	764-31-030	500.00	1.00	500.00
Sparhawk	764-31-031	500.00	1.00	500.00
Sparhawk	764-31-032	500.00	1.00	500.00
Sparhawk	764-31-033	500.00	1.00	500.00
Sparhawk	764-31-034	500.00	1.00	500.00
Sparhawk	764-31-035	500.00	1.00	500.00
Sparhawk	764-31-036	500.00	1.00	500.00
Sparhawk	764-31-037	500.00	1.00	500.00
Sparhawk	764-31-038	500.00	1.00	500.00
Sparhawk	764-31-039	500.00	1.00	500.00
Sparhawk	764-31-040	500.00	1.00	500.00
Sparhawk	764-31-041	500.00	1.00	500.00
Sparhawk	764-31-042	500.00	1.00	500.00

RESOLUTION NO. 24-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL DECLARING ITS INTENTION AND CALLING AN ASSESSMENT BALLOT PROCEEDING TO SUBMIT TO THE QUALIFIED PROPERTY OWNERS THE QUESTION OF THE PROPOSED INCREASE IN THE MAXIMUM ASSESSMENT RATE FOR THE SPARHAWK SUBAREA OF LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NUMBER 1 BEGINNING IN FISCAL YEAR 2024/25

The City Council of the City of Morgan Hill (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council has previously formed Landscape Assessment District No. 1 (District), previously the Fox Hollow/Murphy Springs Landscape Assessment District, to levy and collect assessments pursuant to the provisions of the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* (hereafter referred to as the "Act") that provides for the levy and collection of assessments by the County of Santa Clara for the City of Morgan Hill to pay the maintenance and services of all improvements and facilities related thereto; and

WHEREAS, City representatives have met with residents of the Sparhawk Subarea of Landscape Assessment District No. 1 who have expressed an interest in increasing the level of maintenance in the Sparhawk Subarea in order to continue to provide adequate maintenance service.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF MORGAN HILL, PURSUANT TO *CHAPTER 2, SECTION 22587* OF THE ACT, AS FOLLOWS:

Section 1 Intention: The City Council hereby declares its intention to increase assessments in the Sparhawk Subarea of the District over and including the land within the Sparhawk Subarea boundary, and to levy and collect increased assessments on all such land to pay the annual costs of the maintenance described herein. The City Council has determined at this time to call an assessment ballot proceeding therein to authorize the increased assessments to pay the costs and expenses of the maintenance contained specifically and exclusively in the Sparhawk Subarea of the District as further described in Section 5 of this resolution. The City Council finds that the public's best interest requires such increase, levy and collection.

Section 2 Calling a special ballot proceeding: Pursuant to Proposition 218, now California Constitutional Articles XIIIC and XIIID, (hereafter referred to as the "Proposition 218") approved by the California voters in November 1996, an assessment ballot proceeding is hereby called on behalf of the Sparhawk Subarea of the District on the proposition of levying the increased assessments and the assessment range formula to allow for reasonable increases within the Sparhawk Subarea of the District.

Section 3 The assessment ballot proceeding for the Sparhawk Subarea of the District on the proposition of authorizing the increased assessments and the assessment range formula to allow for reasonable increases, pursuant to Proposition 218 consists of a ballot, included with the mailed notice required by California Government Code Section 53750 *et seq.*, distributed by mail, to the property owners of record within the Sparhawk Subarea as of the county's last equalized secured property tax assessment roll. Each property owner's vote is weighted by the amount of their proposed assessment and property owners may return the ballot by mail or in person to the City Clerk not later than the conclusion of the **Public Hearing** on **Wednesday, April 24, 2024.** At the Public Hearing, pursuant to Proposition 218 the agency shall tabulate the ballots to determine if a majority protest exists. The ballots shall be weighted according to the proportional financial obligation of the affected property. A majority protest exists if, upon the conclusion of the Public Hearing, ballots submitted in opposition to the assessments exceed the ballots submitted in favor of the assessments.

Section 4 District Boundaries: The boundaries of the Sparhawk Subarea of the District are described as the boundaries previously defined in the formation documents of the original Sparhawk Subarea of the District, within the boundaries of the City of Morgan Hill, within the County of Santa Clara, State of California.

Section 5 Description of Maintenance: The maintenance which shall be provided for the property included in the Sparhawk Subarea of the District by and through the assessments and the proposed increased assessments levied annually thereon shall include, but are not limited to: maintenance of the turf, shrubs, plants and trees, landscaping, irrigation and drainage systems, graffiti removal, and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration and maintenance required to maintain the assessment district at this current condition or better.

Section 6 Notice of Public Hearing: Notice is hereby given that **Public Hearing** on these matters will be held by the City Council on **Wednesday, April 24, 2024 at 6:00 p.m.** or as soon thereafter as feasible in the City Council Chambers, located at 17555 Peak Avenue, Morgan Hill.

Section 7 Notice of Hearing and Ballots: The City Clerk of the City Council shall mail notice of the proposed increased assessments and of the time and place of the public hearing, as specified in Section 6 hereof, to the record owner of each assessable parcel of property identified in the Engineer's Report. Such notice shall specify the total amount of the increased assessments chargeable to all the property within the Sparhawk Subarea of the District, the amount chargeable to each owner's particular parcel, the duration of the assessments, the reason for the assessments and the basis upon which the amount of the proposed assessments was calculated, together with the date, time and location of the public hearing on the proposed assessments as specified in Section 6 hereof. The notice shall include, in a conspicuous place, thereon, a summary of the procedures applicable to the completion, return and tabulation of the assessment ballots, which will accompany the notice and shall include a statement that the existence of a majority protest will result in the assessments not being levied, and that a majority protest will exist if, upon the conclusion of the hearing, ballots submitted in opposition to the assessments exceed the ballots submitted in favor of the assessments. Each such notice mailed to owners of identified parcels within the Sparhawk Subarea of the District shall contain a ballot which includes the City's address for receipt of any ballot when completed by any owner receiving such notice whereby each such

owner may indicate his or her name, reasonable identification of the parcel and support or position to the proposed assessments.

Section 8 The City Clerk is hereby authorized and directed to give notice of such hearing as provided by law.

Section 9 The Engineer's report of February 21, 2024 complies with applicable State statutes authorizing the assessment or its increase and with the California Constitution and may, therefore, be approved by the City Council.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 21st Day of February, 2024 by the following vote.

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

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 February 21, 2024.

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

DATE: _____ **_____**
MICHELLE BIGELOW, City Clerk

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: February 21, 2024

PREPARED BY:
Christina Turner, City Manager
APPROVED BY: City Manager

ADOPT UPDATES TO THE SUSTAINABLE MORGAN HILL DOCUMENT

RECOMMENDATION(S)
Adopt updates to the Sustainable Morgan Hill document.

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:
On February 2 and 3, 2024, the City Council held its annual Goal Setting Workshop where they reviewed and discussed:

a. 2023 Accomplishments
b. Sustainable Morgan Hill
c. 2022-2023 Strategic Priorities Work Plan
d. Future Council Initiated Agenda Items
e. Remote Public Comments and Public Videos
f. Financial Update
g. Development Services Fund and Housing Laws
h. Youth Sports and Recreation Tourism

i. Economic Development

The City Council reaffirmed the current vision, ongoing priorities, and the strategic priorities with a few amendments as follows:

- Simplified "Community Outreach, Engagement, and Messaging" to "Community Engagement"
- Added a focus on Tourism for Economic Development
- Added a new strategic priority, Healthy Community

Minor edits were made to the definitions of the strategic priorities to better align with the current staff workplan and the new Healthy Community priority was added. Attached is the updated 2024-2025 Sustainable Morgan Hill document.

COMMUNITY ENGAGEMENT:
Involve - the City Council Goal Setting Workshops were open to the public and recorded for later viewing on the City's website.

ALTERNATIVE ACTIONS:
City Council could decide to make additional or no changes to Sustainable Morgan Hill.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
The City Council reviews its goals and priorities at the beginning and middle of each year.

FISCAL AND RESOURCE IMPACT:
Updating Sustainable Morgan Hill does not have an immediate fiscal or resource impact.

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.

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

2024-2025 Strategic Priorities

- Fiscal Sustainability
- Affordable Housing and Homelessness
- Community Engagement
- Economic Development and Tourism
- Transportation
- Healthy Community

CITY OF MORGAN HILL

2024~~2023~~ 2025 STRATEGIC PRIORITIES

Fiscal Sustainability

The City will continue to be financial stewards of its resources and assets to ensure long-term fiscal sustainability. Through the budget development process, the City, within the fiscal sustainability path, will prudently carry out the City Council's priorities, while maintaining adequate fund balance reserves. The City will continue to explore new or expand existing revenue sources to ensure fiscal sustainability.

Affordable Housing and Homelessness

Morgan Hill will continue to improve, preserve, and develop new safe, quality, rental, and ownership housing for residents at all income levels. To the extent possible, the City will respond to and reconcile new housing initiatives and legislative mandates. The City is guided by the vision of its General Plan, a long-term plan for the physical development of the C~~c~~ommunity. The vision includes the preservation of agriculture, incentives to foster infill development, and new housing for families of various sizes, ages, and incomes. Like many other cities in the Bay Area, Morgan Hill is experiencing transformative growth and working to meet the housing needs of its current and future residents. The City's Housing Program ~~project~~ is grounded ~~o~~in five key pillars:

- **Production of New Affordable Housing Units**: Morgan Hill will continue to improve, preserve, and develop new safe, quality, rental and ownership housing for residents at all income levels through the implementation of its Inclusionary Housing Ordinance. The City will seek partnerships that create new housing opportunities directly aligned with the City's "fair share" Regional Housing Needs Allocation (RHNA).
- **Preservation of Existing Affordable Housing Inventory:** The City has a robust inventory of Below Market Rate housing units. Through the City's thoughtful planning, affordable housing has been integrated throughout the ~~c~~Community and balanced throughout new developments. The City's Inclusionary Housing Ordinance further ensures future production of income-restricted units. The City will coordinate the lease up process of upcoming affordable developments to ensure residents are aware of and accessing upcoming housing opportunities.
- **Promotion of Housing Program:** The City manages an inventory of Below Market Rate deed-restricted units and collaborates with the County of Santa Clara and local non-profits to connect residents to resources. Staff will focus on communications, engagement, and education of housing services with particular attention to the Spanish-speaking residents.
- **Prevention of Homelessness**: Implement the Countywide Community Plan to End Homelessness by continuing to identify barriers and housing problem solving~~e~~ at the local level with the assistance of the Unhoused Specialist, and advance efforts to increase coordination in South County among its service providers. The City will continue to employ a balanced approach, offering resources and referrals to services, partnering with the faith-based community and non-profits to create appropriate local service points, while also utilizing available resources to reduce encampments.

- **Protection of Quality of Life for New and Existing Neighborhoods:** The City will continue to seek quality development and balance the needs of existing and new neighborhoods.

Community ~~Outreach,~~ Engagement~~, and Messaging~~

The City's Communications, Outreach, and Engagement Plan defines the ~~messages~~communication, priorities, strategies, and tools the City will use when communicating with the ~~c~~Community. Through the Plan, the City will ~~tell~~ share the Morgan Hill story and work to build trust with the C~~c~~ommunity and ensure that we provide effective engagement opportunities. Through effective application of communication strategies, the Plan will ensure that all City Council Members, Commissioners, and teammates have the tools to provide accurate, timely, and relevant information to the C~~c~~ommunity. The Plan aligns communication resources with the goals to set clear communications expectations for the ~~c~~Community, ensuring that the City can continue providing excellent services that reflect the strength of the City's outreach initiatives while supporting the implementation of the City Council's strategic priorities.

- Encourage ~~c~~Community engagement through audience-appropriate two-way communication, and ensure opportunities for constructive feedback.
- Share accurate, non-biased information promptly through a variety of communication channels.
- Maximize opportunities to engage with the Spanish-speaking community by sharing~~e~~ information and resources in Spanish and holding workshops, town halls, and other meetings in Spanish.
- Build trust in local government by creating a sense of belonging and value with all members of the Community, especially those that are traditionally marginalized.
- Work directly with the Council, staff, and ~~c~~Community partners to ensure communication and outreach efforts, objectives, and outcomes align with the strategic priorities and promote C~~c~~ommunity understanding.
- Keep City teammates informed and involved in public dialogue to aid in telling the Morgan Hill story.

Economic Development and Tourism

The City's Economic Development efforts focus on implementing the Economic Blueprint strategies and actions to help build long-term fiscal sustainability and improve quality of life for residents. This will be achieved by attracting jobs and commercial investment which generate revenues to support essential City services and improve critical City infrastructure. The Economic Blueprint is focused on advancing economic prosperity and vitality by attracting investment, development, and jobs in four key industries:

- **Healthcare**: Grow and foster medical and diagnostic services by advancing and supporting the entitlement process for new medical facilities. Promote and market Morgan Hill as a desired location for medical and diagnostic providers.
- **Innovation and Advanced Manufacturing**: Grow existing companies, attract new industry, and grow high-quality jobs. Support and advance

the entitlement and permit process of new developments. Promote and market Morgan Hill as a premier location for commercial and industrial investment.

- **Retail**: Grow retail offerings and strengthen commercial nodes. ~~Develop a retail incubator program and a retail concentration strategy.~~ Utilize incentives and available tools to attract new investments that increase both jobs and revenue to the C~~c~~ommunity.
- **Tourism**: Grow leisure, agriculture, wine country, and sports and recreational tourism. Continue to nurture Downtown's transformation as a C~~c~~ommunity gathering place. Support the Downtown ~~Implement~~ Property Based Improvement District and manage parking supply. Support and incentivize additional lodging investments, implement activations with partner organizations, ~~-~~and partner with Visit Morgan Hill to ~~implement activations that~~ support increased tourism and vibrancy.

Transportation

The City has clearly identified traffic and transportation issues facing Morgan Hill as regional in nature. Morgan Hill will continue to partner with the City of Gilroy to advocate for improvements and funding for the South Santa Clara County Transportation Corridor. The City will actively advocate on regional transportation planning issues. Locally, the City will prioritize funding for Vision Zero safety strategies over congestion management. The City will take actions to implement its goal to create a culture that prioritizes safety, creates livable streets, and seeks to eliminate traffic fatalities. Safety of pedestrians, bicyclists, drivers, and passengers is paramount.

- Complete the development of a comprehensive Transportation Master Plan.
- Complete construction of Hale Avenue Extension.
- Advocacy will include:
    - Working with the Valley Transportation Authority (VTA), Caltrain, the County, the HSRA and the State to enhance service, secure funding for transportation projects and road maintenance, and protect the C~~c~~ommunity from negative impacts of regional projects
    - Expansion of Highway 101 between Morgan Hill and Gilroy to reduce pass-through traffic and improve commute traffic for South County residents
    - Electrification of commuter rail from San Francisco to Gilroy
    - Funding for priority projects in the South County
- Advocate for grade separations and the design of a Downtown station and emergency response design solutions as it relates to the High-Speed Rail Authority's (HSRA) project.
- Advocate for the ongoing provision of funding of innovative local transit services that matches the needs of the Morgan Hill Community and supports paratransit needs.

Healthy Community

The City's 2035 General Plan's Healthy Community Element addresses elements of the built environment, programs, and partnerships that contribute to the overall health and well-being of Morgan Hill's residents. Morgan Hill promotes a healthy community through City policies, projects, and programs. The foundation of a healthy community is to help ensure basic needs (food, water, shelter, income, safety, and employment) are met for all people. With that foundation in place, a person's health is next a product of their environment. A healthy community is one in which all residents have access to housing, employment, transportation, healthcare services and amenities, such as parks, open spaces, and recreational facilities, that combine to provide a safe and welcoming environment in which people can lead healthy and fulfilling lives.

To achieve this vision, the City of Morgan Hill is committed to:

- Creating, improving, and preserving a wide range of quality housing at all income levels.
- Planning policies that promote a well-planned City that ensures adequate services (roads, streets, water, sewer, police, fire, etc.) while providing plentiful amenities including restaurants, retail stores, and access to healthcare resources.
- Building better and safer streets that prioritize safety, and livability, working to eliminate traffic fatalities as identified in Vision Zero Morgan Hill.
- Promoting a healthy environment as identified in the City's Climate Action Plan by advocating for adoption of electric vehicles in the Community and decarbonizing existing buildings by reducing the use of fossil fuels.
- Promoting active lifestyles through its efforts to invest in sports and Community facilities, youth sports and adult recreation programs, parks, and walking and biking trails.
- Providing fresh and healthy food options at City facilities and encouraging local farmers' markets and community gardens in an effort to improve availability of nutritious food.
- Providing services to the unhoused community by building relationships and trust with a trauma-informed approach.
- Connecting people to resources to support mental health, combat the opioid crisis, and treating those struggling with substance abuse and mental health issues with dignity and care.

By implementing these strategies and prioritizing the health and well-being of our residents, Morgan Hill will create a vibrant and thriving community where everyone can lead healthy, active, and fulfilling lives. The City of Morgan Hill seeks to create a welcoming, inclusive, and safe Community for everyone by fostering social connections and a sense of belonging for all.

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: February 21, 2024

PREPARED BY:
Chris Ghione, Public Services Director
APPROVED BY: City Manager

APPROVE CONTRACT AMENDMENTS FOR CITY ON-CALL PLUMBING CONTRACTORS

RECOMMENDATION(S)

1. Authorize the City Manager to execute a fourth amendment to the agreement with Burr Plumbing extending the term of the contract to June 30, 2025 and increasing the maximum compensation to $307,625; and
2. Authorize the City Manager to execute a fourth amendment to the agreement with Century Commercial Service, Inc. extending the term of the contract to June 30, 2025.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities
Maintaining and Enhancing Infrastructure

REPORT NARRATIVE:

POLICY CONSIDERATIONS:
The City contracts with multiple plumbing contractors to provide plumbing services as needed at City facilities. In June 2019, the City Council approved contracts with Burr Plumbing and Century Commercial Service to provide service. Both companies have provided service to the City for the last several years. City staff is recommending approval of amendments to extend the current agreements to June 30, 2025. The amendment to Century Commercial Service provides for an approximate 3% increase in hourly rates. The Burr Plumbing contract has no increases in rates, but does increase the total contract funds by $50,000. City staff recommends moving forward with these amendments based on the low/no increases in rates and the quality service provided by the companies.

COMMUNITY ENGAGEMENT:

Not Applicable

Since plumbing services are a regular and expected City maintenance service, no specific engagement activities were conducted to inform the community about these proposed contract amendments.

ALTERNATIVE ACTIONS:
The City Council could direct staff to issue a request for proposals for these services. City staff does not recommend this option as it may result in increased costs without increases in service. The City staff currently plans to issue a request for proposals for plumbing services in early 2025.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
In June 26, 2019, the City Council approved on-call plumbing contracts.

FISCAL AND RESOURCE IMPACT:
These contracts are funded via various maintenance budgets for the individual facilities where the work occurs (Fund 010 - General Fund and Fund 740 - Building Maintenance).

CEQA (California Environmental Quality Act):
Categorical Exemption

The activities described in this staff report are categorically exempt under CEQA, specifically pursuant to Section 15301 (c) 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.

FOURTH AMENDMENT TO AGREEMENT
BURR PLUMBING AND PUMPING, INC.

This FOURTH AMENDMENT TO AGREEMENT is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and BURR PLUMBING AND PUMPING, INC., a California Corporation ("SERVICE PROVIDER"), hereinafter referred to collectively as the "Parties".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Fourth Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on _____, ____, 20___.

2. The CITY and SERVICE PROVIDER entered into that "Maintenance Service Agreement" made as of July 5, 2019, for services for a maximum compensation of One Hundred Thousand Dollars ($100,000.00) ("MAINTENANCE SERVICE AGREEMENT").

3. The CITY and SERVICE PROVIDER entered into a "First Amendment to Agreement" made as of June 28, 2021, under which the maximum compensation under the MAINTENANCE SERVICE AGREEMENT, as amended, was increased to One Hundred Fifty Thousand Dollars ($150,000.00) and the term extended until June 30, 2022.

4. The CITY and SERVICE PROVIDER entered into a "Second Amendment to Agreement" made as of April 10, 2022, under which the maximum compensation under the MAINTENANCE SERVICE AGREEMENT, as amended, was increased to Two Hundred Two Thousand Five Hundred Dollars ($202,500.00) and the term extended until June 30, 2023.

5. The CITY and SERVICE PROVIDER entered into a "Third Amendment to Agreement" made as of April 25, 2023, under which the maximum compensation under the MAINTENANCE SERVICE AGREEMENT, as amended, was increased to Two Hundred Fifty-Seven Thousand Six Hundred Twenty-Five Dollars ($257,625.00) and the term extended until June 30, 2024.The MAINTENANCE SERVICE AGREEMENT, and the First, Second and Third Amendments thereto are attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the MAINTENANCE SERVICE 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 2 shall be amended and replaced in its entirety by the following:

"2. **Term of Agreement**. This Agreement shall be effective and cover services rendered from July 1, 2019, until June 30, 2025."

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 THREE HUNDRED SEVEN THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS ($307,625.00) and shall be

billed based on the rate and basis set forth in **Exhibit B**.

2. **Conflicts**. In the event of a conflict between the terms and provisions of this Fourth Amendment to Agreement and the terms and provisions of the MAINTENANCE SERVICE AGREEMENT or any earlier amendment, the terms of this Fourth 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:

Michelle Bigelow, City Clerk
Date: _____

APPROVED AS TO FORM:

Donald Larkin, City Attorney
Date: _____

CITY OF MORGAN HILL

Christina Turner, City Manager
Date: _____

BURR PLUMBING AND PUMPING, INC.

By:
Title: Eric Burr, Pres
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 2-1-24

By:
Title: Kevin Burr / Sec/Treas
Print Name and Title of Signer,
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 2/1/24

128-04-19-082

EXHIBIT 1

THIRD AMENDMENT TO AGREEMENT
BURR PLUMBING AND PUMPING , INC.

This THIRD AMENDMENT TO AGREEMENT is entered into and becomes effective on 4/25/2023 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and BURR PLUMBING AND PUMPING, INC., a California Corporation ("SERVICE PROVIDER"), hereinafter referred to collectively as the "Parties".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Third Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on June 26, 2019.

2. The CITY and SERVICE PROVIDER entered into that "Maintenance Service Agreement" made as of July 5, 2019, for services for a maximum compensation of One Hundred Thousand Dollars ($100,000.00) ("MAINTENANCE SERVICE AGREEMENT").

3. The CITY and SERVICE PROVIDER entered into a "First Amendment to Agreement" made as of June 28, 2021, under which the maximum compensation under the MAINTENANCE SERVICE AGREEMENT, as amended, was increased to One Hundred Fifty Thousand Dollars ($150,000.00) and the term extended until June 30, 2022.

4. The CITY and SERVICE PROVIDER entered into a "Second Amendment to Agreement" made as of April 10, 2022, under which the maximum compensation under the MAINTENANCE SERVICE AGREEMENT, as amended, was increased to Two Hundred Two Thousand five hundred Dollars ($202,500.00) and the term extended until June 30, 2023. The MAINTENANCE SERVICE AGREEMENT, and the First, and Second Amendments thereto are attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the MAINTENANCE SERVICE 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 2 shall be amended and replaced in its entirety by the following:

"2. **Term of Agreement.** This Agreement shall be effective and cover services rendered from July 1, 2019, until June 30, 2024. "

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 TWO HUNDRED FIFTY-SEVEN THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS ($257,625.00) and shall be billed based on the rate and basis set forth in **Exhibit B.**"

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[Signatures on the Next Page]

2. **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.

3. **Conflicts.** In the event of a conflict between the terms and provisions of this Third Amendment to Agreement and the terms and provisions of the MAINTENANCE SERVICE AGREEMENT or any earlier amendment , the terms of this Third 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:
DocuSigned by:
Michelle Bigelow
Michelle Bigelow, City Clerk
Date: 4/25/2023

APPROVED AS TO FORM:
DocuSigned by:
Donald Larkin
Donald Larkin, City Attorney
Date: 4/18/2023

CITY OF MORGAN HILL
DocuSigned by:
Christina Turner
Christina Turner, City Manager
Date: 4/25/2023

BURR PLUMBING AND PUMPING , INC.

By:
Title: Eric Burr, President
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 4-11-23

By:
Title: DEVIN BURR
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer

Date: 4/11/23

128-04-19-082

EXHIBIT 1

SECOND AMENDMENT TO AGREEMENT
BURR PLUMBING AND PUMPING, INC.

This SECOND AMENDMENT TO AGREEMENT is entered into and becomes effective on 4/10/2022 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and BURR PLUMBING AND PUMPING, INC., a California Corporation ("SERVICE PROVIDER").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Second Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on June 26, 2019

2. The CITY and SERVICE PROVIDER entered into that "Maintenance Service Agreement" made as of July 5, 2019, for services for a maximum compensation of One Hundred Thousand Dollars ($100,000.00) ("MAINTENANCE SERVICE AGREEMENT").

3. The CITY and SERVICE PROVIDER entered into a "First Amendment to Agreement" made as of June 28, 2021, under which the maximum compensation under the MAINTENANCE SERVICE AGREEMENT, as amended, was increased to One Hundred-Fifty Thousand Dollars ($150,000.00). The MAINTENANCE SERVICE AGREEMENT and the First Amendment thereto are attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the MAINTENANCE SERVICE 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 2 shall be amended and replaced in its entirety by the following:

"2. **Term of Agreement**. This Agreement shall be effective and cover services rendered from July 1, 2019, until June 30, 2023. The City Manager is authorized to extend the term of this Agreement for up to an additional one-year period. City Manager may exercise this option only if, in City Manager's discretion, SERVICE PROVIDER has demonstrated superior performance in provision of on call plumbing maintenance and repair services to CITY. Any such extension shall be in writing and signed by both parties to this Agreement."

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 TWO HUNDRED TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($202,500.00) 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 each subsequent extended one-year term exceed 105% of the maximum compensation allowed to be paid to SERVICE PROVIDER for one year of service during the immediately preceding prior year of service."

2. All references to "electrical" work in Exhibit 1 shall be deemed to mean "plumbing" work.

3. **Conflicts.** In the event of a conflict between the terms and provisions of this Second Amendment to Agreement and the terms and provisions of the MAINTENANCE SERVICE AGREEMENT or any earlier amendment, the terms of this Second 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:
DocuSigned by:
Michelle Bigelow
Michelle Bigelow, City Clerk
Date: 4/11/2022

APPROVED AS TO FORM:
DocuSigned by:
Donald A. Larkin
Donald A. Larkin, City Attorney
Date: 4/7/2022

CITY OF MORGAN HILL
DocuSigned by:
Christina Turner
Christina Turner, City Manager
Date: 4/10/2022

BURR PLUMBING AND PUMPING, INC.

By:
Title: Eric Burr Chairman · President
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 3-30-22

By:
Title: KELLIN BURR SEC
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 3·30·22

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EXHIBIT 1

FIRST AMENDMENT TO AGREEMENT
BURR PLUMBING AND PUMPING, INC.

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on 6/28/2021 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and BURR PLUMBING AND PUMPING, INC., a California Corporation ("SERVICE PROVIDER").

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 June 26, 2019.

2. The CITY and SERVICE PROVIDER entered into that "Maintenance Service Agreement" made as of July 5, 2019, for services for a maximum compensation of One-Hundred Thousand dollars ($100,000.00) ("MAINTENANCE SERVICE AGREEMENT"). The MAINTENANCE SERVICE AGREEMENT is attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the MAINTENANCE SERVICE 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 2 shall be amended and replaced in its entirety by the following:

"2. **Term of Agreement.** This Agreement shall be effective and cover services rendered from July 1, 2019, until June 30, 2022 at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for up to an additional two one-year periods. City Manager may exercise this option only if, in City Manager's discretion, SERVICE PROVIDER has demonstrated superior performance in provision of on-call plumbing maintenance and repair services to CITY, any such extension shall be in writing and signed by both Parties to this Agreement."

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 ONE HUNDRED FIFTY-THOUSAND AND NO/00 DOLLARS ($150,000.00) 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."

C. Paragraph 5 shall be added by the following:

"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."

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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 MAINTENANCE SERVICE 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:

Michelle Bigelow

Michelle Bigelow, City Clerk
Date: 6/25/2021

APPROVED AS TO FORM:

Donald Larkin

Donald A. Larkin, City Attorney
Date: 6/25/2021

CITY OF MORGAN HILL

Christina Turner

Christina J. Turner, City Manager
Date: 6/25/2021

BURR PLUMBING AND PUMPING, INC.

By:
Title: Eric Burr, Chairman & President
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 06/24//2021

By:
Title: Mark Burr, VP, Secretary
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 06/24/2021

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128-04-19-082

EXHIBIT 1

MAINTENANCE SERVICE AGREEMENT
Burr Plumbing and Pumping, Inc.

THIS AGREEMENT is entered into and becomes effective on 7/5/19 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Burr Plumbing and Pumping, 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 June 26, 2019.

2. **Term of Agreement.** This Agreement shall cover services rendered from July 1, 2019 of this Agreement until June 30, 2021 at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for up to three, one-year periods. City Manager may exercise this option only if, in City Manager's discretion, SERVICE PROVIDER has demonstrated superior performance in provision of on-call electrical maintenance and repair services to CITY. 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 plumbing and pumping maintenance and repair services as further described in Exhibit A.

4. **Compensation.** SERVICE PROVIDER shall be compensated as follows:

   4.1. Amount. $100,000.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed One 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 for up to one year 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 extended term exceed 105% of the maximum compensation allowed to be paid to CONSULTANT 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 sixty (60) 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.

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 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. 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. 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) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars ($1,000,000.00) for property damage, or (ii) the maximum amount of such

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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) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars ($1,000,000.00) for property damage, 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 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 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.

8.1.5.3. 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) 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.

8.2. **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.

8.2.1.1. The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds;

8.2.1.2. 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. insurance shall be primary non-contributing.

8.2.2. 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.

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 policies or certificates as outlined herein, whether new or modified, promptly upon receipt. 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. 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 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

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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.

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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.

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Address of SERVICE PROVIDER is as follows:

Burr Plumbing and Pumping, Inc.
1645 Almaden Road
San Jose, CA 95125

Address of CITY is as follows:

Cynthia Iwanaga 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

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. **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.

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

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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.

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[Signatures on Next Page]

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28. **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 Clerk/Deputy City Clerk

Michelle Bigelow
Print Name

Date: 7/5/19

APPROVED AS TO FORM:

City Attorney

for Donald A. Larkin
Print Name

Date: 7-3-19

CITY OF MORGAN HILL

City Manager

Christina J. Turner
Print Name

Date: 7-5-19

BURR PLUMBING AND PUMPING, INC.

By:

ERIC BURR, President
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 06/04/2019

By: VP

MARK BURR, VP. Secretary
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 06/04/2019

730349
Contractor's License Number(s) *(if applicable)*

Expiration Date(s) 12/31/2020

~~1000010323~~ PW-LR 1000395159
Contractor's DIR Registration Number(s) *(if applicable)*

Expiration Date(s) ~~06/30/2019~~ 6/30/2021

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U:\Legal Forms\Consultant Agreements\City Maintenance Service Agreement.Docx

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EXHIBIT A
SCOPE OF SERVICES

Contractor will provide full-service, on-call plumbing maintenance and repair services and administer the duties and responsibilities as stated in this contract, in compliance with all applicable laws, regulations, policies and procedures.

Services to be performed include the furnishing of all labor, materials, tools, equipment, supplies, services, tasks and incidental and customary work necessary to competently perform on-call plumbing maintenance and repair work at various City facilities (see Attachment A).

The work will include the provision of a total maintenance and repair program consisting of a variety of tasks including, but not limited to, laying out, installing, replacing, piping, and testing plumbing service and plumbing systems and components. Systems include, but are not limited to domestic water, heating, cooling, hot water systems, conditioned water systems, pool water systems, sanitary sewer and storm systems as well as all related components required for municipal buildings and facilities. Services will include, but not be limited to installing and repairing piping, fixtures and maintenance for commodes, urinals, drinking fountains, pools, water spray features, heating and air conditioning systems as well as additional plumbing related issues as they arise and the services necessary to insure safe, well maintained influent, effluent and closed loop systems for City employees and the public. The scope and number of projects and tasks are unknown at the time of contract execution.

The Contractor shall leave work areas free of all dirt, litter, lubricants, or other materials utilized to perform electrical maintenance.

The Contractor shall erect barricades, warning signs, and any other devices to prevent unauthorized access by the public or unauthorized City staff to work areas.

The Contractor shall respond to all requests for repairs or unscheduled emergency repairs as required, 24 hours per day, 365 days per year, including holidays. All costs for labor and materials for these calls shall be included in the proposal. Response time by the Contractor shall be within four (4) hours of all requests.

The Contractor will be responsible for providing labor, supervision, materials, equipment, transportation, service and the shop facilities necessary to perform high quality work. Contractor will also be responsible for discarding all used materials.

2-1 SCOPE OF SERVICE The Contractor shall provide full-service on-call plumbing maintenance and repair services to City Facilities. Contractor shall retain professional personnel who have successfully and competently provided municipal facility plumbing maintenance and repair services on projects of similar scope and complexity. It shall be the Contractor's responsibility to effectively repair and maintain, to the satisfaction of the City representative, all aspects of plumbing systems in City defined facilities with minimal downtime. All maintenance and repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, shall meet warranties and be in conformance to all applicable laws, codes and regulations. The successful Contractor's electrical maintenance and repairs shall, at a minimum, include but not be limited to the specifications outlined herein.

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2-2 SERVICES TO BE PROVIDED It is the Contractor's responsibility to provide an appropriate level of staffing and provide appropriate tools and vehicles necessary to support all facility plumbing maintenance and repair functions during hours of operation and for response after normal working hours. Contractor shall maintain the appropriate license and will comply with all other license, insurance and permit requirements of the City, State and Federal governments, as well as all other requirements of the law.

2-3 TERM OF SERVICE The term of the contract will be from July 1, 2019 through June 30, 2021. The contract may be canceled or any portion thereof at any time during the term of service and such cancellations shall be effective upon giving sixty (60) days written notice. The City, at its option, may renew this contract for up to three, one year periods, beginning on July 1, 2021. This option will be exercised only if the contractor has demonstrated superior performance in provision of On-Call Plumbing Maintenance and Repair Services to the City.

Pricing apply to the period of July 1, 2019 to June 30, 2021. If the contract is renewed, a 3% cost escalation will automatically be applied for each subsequent year beginning on July 1, 2021.

2-4 WORK HOURS Scheduled maintenance and repairs shall typically occur during normal business hours. Facility business hours are:

- Aquatics Center is open weekdays from 5:00 a.m. to 8:00 p. m., Saturdays from 7:00 a.m. to 12:00 p.m. (summer season to 6:30 p.m.), and Sundays 11:30 a.m. to 6:30 p.m. (summer season only).
- Centennial Recreation Center is an active facility on Weekdays from 5:00 a.m. to 10:00 p.m., Saturdays from 6:30 a.m. to 8:00 p.m., and on Sundays from 8:00 a.m. to 6:00 p.m.
- City Hall is open Monday-Friday 8:00 a.m. – 5 p.m.
- Chambers Building is open Monday-Friday 8:00 a.m. – 5 p.m.
- The Community and Cultural Center is open Monday-Friday 8:00 a.m. – 5 p.m.
- El Toro Youth Center is open Monday-Friday 2:00 p.m. – 6:00 p.m.
- The Friendly Inn is open Monday-Saturday 8:00 a.m. to 10:00 p.m.
- The Outdoor Sports Complex – coordinate hours with Project Manager, Dale Dapp
- The Police Department is open Monday-Friday 8 a.m. – 5:30 p.m.
- The Public Works Corporation Yard is open Monday-Thursday 6:30 a.m. – 4:00 p.m. and Fridays from 6:30 a.m. -3:00 p.m.
- The Villas are open Monday-Friday 8:00 a.m. – 5 p.m.
- Community Park Restrooms are open seven days a week 6 a.m. to 10 p.m.
- Galvan Park Restroom are open seven days a week 6 a.m. to 10 p.m.

2-5 SERVICE AVAILABILITY The Contractor shall have trouble-call service available on a twenty-four hours a day, seven days a week basis with a response time not to exceed the following:

EMERGENCIES.....two hour response time
NON-EMERGENCIES..... four hour response time

Time to respond shall start when the City calls the problem into Contractor's designated emergency phone number. Additionally, the Contractor shall provide the ability to respond immediately to situations involving the health and safety of employees and/or the public and the comfort and operational capability of any public meeting space. Routine repairs, service requests or other non-urgent tasks shall be completed by journey level staff within one (1) working day from the date of request by City Representative.

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2-6 TROUBLE-CALL/REPAIR SERVICE Should the City request the Contractor to make unscheduled, emergency electrical system repairs, the City shall be responsible for labor and travel costs associated therewith. These costs, as listed in the proposal, will be a critical part of the bid evaluation in determining the lowest responsive and responsible contractor. Rates shall be firm for the term of the contract. The City reserves the right to contract with others for trouble calls and repairs.

2-7 BILLABLE WORK The Contractor shall not bill for unnecessary repairs, for repairs that were not completed satisfactorily, for repairs that did not fix an identified problem, or for facility visits that are made by staff unqualified to complete needed repairs.

2-8 STAFFING, WORKMANSHIP AND QUALITY LEVEL The Contractor shall provide a staffing level to perform on-call plumbing maintenance and repair services at designated City facilities in a thorough and professional manner, so that the City is provided with reliable and high quality electrical maintenance at all times. The Contractor shall possess and maintain a C-36 Plumbing license by the State of California Contractors Licensing Board through the term of the contract. All personnel performing work under this Contract shall possess and maintain a state journeyman certification and be directly employed and supervised by the Contractor. Any assigned apprentice shall work directly under the supervision of a qualified journeyman. The Contractor shall provide management and technical supervision through competent supervisors as required. The Contractor shall be responsible for the skills, methods and actions of all employees, subcontractors and for all work done.

2-9 MAINTENANCE AND REPAIR LOCATIONS See Attachment A

2-10 TOOLS AND EQUIPMENT The Contractor shall furnish and maintain all equipment necessary for properly servicing and maintaining plumbing systems in City buildings. The City of Morgan Hill reserves the right to inspect equipment to be used to perform services under this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

2-11 PARTS AND MATERIALS The Contractor shall furnish all parts and materials necessary for properly maintaining and repairing plumbing systems in City buildings. Mark-up on parts and materials may not exceed 10% of Contractor's cost. Invoices must identify the work performed, cost of labor, parts/materials used, parts/materials cost, and parts/materials mark-up cost.

2-12 INSPECTIONS AND REMEDIES So as to ensure consistent quality of the work being performed, the City Representative will perform periodic inspections of plumbing systems to ensure compliance with the contract specifications. Inspections may be made by the City at any time to confirm that work performed meets specifications. If corrective work is required, the City will provide a written list of items and the Contractor shall correct deficiencies as directed. If deficiencies are not corrected in a timely manner, the City may perform the work using others and deduct the cost from the Contractor's payment.

2-13 DAMAGES The Contractor will be responsible for all damages to the facility or contents caused by Contractor, their staff or subcontractors during the performance of their duties.

2-14 SAFETY & SECURITY The Contractor and staff shall follow all established safety procedures and shall take special care not to endanger the public in any way. The Contractor is responsible for the security of all doors at the conclusion of work in each room. All exterior doors should remain

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locked at all times. Interior doors that are found open or unlocked shall be left in the same position/condition in which they were found.

2-15 EMERGENCY SITUATIONS For medical or public safety emergencies occurring at the Facilities call 9-1-1. For all building maintenance emergencies (water leaks, etc.) contact the Maintenance Manager or designated staff to report the issue immediately (24-hours/day).

ATTACHMENT A
MUNICIPAL FACILITIES LOCATIONS

PLUMBING SYSTEMS TO BE MAINTAINED AT THESE LOCATIONS

BUILDING/FACILITY	ADDRESS	SQUARE FOOTAGE
Aquatics Center (office area)	16200 Condit Road	5,294
Centennial Recreation Center	171 West Edmundson Avenue	25,135
City Hall	17575 Peak Avenue	13,900
Community and Cultural Center and Playhouse	17000 Monterey Road	20,500; 5,000
Future Community Garden	Railroad Avenue	
Chambers Building	17555 Peak Avenue	12,104
El Toro Youth Center	17620 Crest Avenue	3,800
Boys and Girls Club	17666 Crest Avenue	3,168
Outdoor Sports Center	16500 Condit Road	2,800
Police Department	16200 Vineyard Boulevard	43,286
Public Works Corporation Yard	100 Edes Court	4,583
The Villas	535 Alkire Avenue	4,500
Dunne Hill Fire Station	2100 East Dunne Avenue	
El Toro Fire Station	18300 Old Monterey Road	
All other parks and City-owned properties		

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EXHIBIT B
SCHEDULE OF COMPENSATION RATES

Shop Rate for Plumbing Services (Apprentice):	**$145 per hour**
Shop Rate for Plumbing Services (Journeyman):	**$185 per hour**
Overtime Rate for Plumbing Services (Apprentice):	**$210 per hour**
Overtime Rate for Plumbing Services (Journeyman):	**$260 per hour**
Saturday, Sunday and Holiday Rate (Apprentice):	**$210 per hour**
Saturday, Sunday and Holiday Rate (Journeyman):	**$260 per hour**

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EXHIBIT C
SCHEDULE OF PERFORMANCE

Services to be scheduled on an on-call basis with City Maintenance Staff

FOURTH AMENDMENT TO AGREEMENT
CENTURY COMMERCIAL SERVICE, INC.

This FOURTH AMENDMENT TO AGREEMENT is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and CENTURY COMMERCIAL SERVICE, INC., a California Corporation ("SERVICE PROVIDER"), hereinafter referred to collectively as the "Parties".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Fourth Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on _____, ____, 2024.

2. The CITY and SERVICE PROVIDER entered into that "Maintenance Service Agreement" made as of July 5, 2019, for services for a maximum compensation of One Hundred Thousand Dollars ($100,000.00) ("MAINTENANCE SERVICE AGREEMENT").

3. The CITY and SERVICE PROVIDER entered into a "First Amendment to Agreement" made as of June 28, 2021, under which the term was extended until June 30, 2022.

4. The CITY and SERVICE PROVIDER entered into a "Second Amendment to Agreement" made as of March 5, 2022, under which the term was extended until June 30, 2023.

5. The CITY and SERVICE PROVIDER entered into a "Third Amendment to Agreement" made as of March 22, 2023, under which the term was extended until June 30, 2024.The MAINTENANCE SERVICE AGREEMENT, and the First, Second and Third Amendments thereto are attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the MAINTENANCE SERVICE 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 2 shall be amended and replaced in its entirety by the following:

   "2. **Term of Agreement**. This Agreement shall be effective and cover services rendered from July 1, 2019, until June 30, 2025."

   B. Pursuant to the terms set forth in Paragraph 4.1 Amount, Compensation is based on the rate and bases set forth in Exhibit B. Effective July 1, 2024, SERVICE PROVIDER'S billing rates have increased and are set forth in Exhibit "B-2", approved by CITY and attached hereto and incorporated herein by this reference.

2. **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.

3. **Conflicts**. In the event of a conflict between the terms and provisions of this Fourth Amendment to Agreement and the terms and provisions of the MAINTENANCE SERVICE AGREEMENT or any earlier amendment, the terms of this Fourth 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:

Michelle Bigelow, City Clerk
Date: _____

APPROVED AS TO FORM:

Donald Larkin, City Attorney
Date: _____

CITY OF MORGAN HILL

Christina Turner, City Manager
Date: _____

CENTURY COMMERCIAL SERVICE, INC.

By:
Title: Keith Estes, President
Print Name and Title of Signer.
If Corporate: Chairman, President, or Vice President

Date: 2/15/2024

By:
Title: Brent Estes, Vice President
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer

Date: 2/15/2024

EXHIBIT B-2

SCHEDULE OF COMPENSATION RATES

Shop Rate for Plumbing Service (Apprentice):	**$ n/a**
Shope Rate for Plumbing Services (Journeyman):	**$216 per hour**
Overtime Rate for Plumbing Service (Apprentice):	**$ n/a**
Overtime Rate for Plumbing Service (Journeyman):	**$324 per hour**
Saturday, Sunday and Holiday Rate (Apprentice):	**$ n/a**
Saturday, Sunday and Holiday Rate (Journeyman):	**$324 per hour**

128-04-19-081

EXHIBIT 1

THIRD AMENDMENT TO AGREEMENT
CENTURY COMMERCIAL SERVICE, INC.

This THIRD AMENDMENT TO AGREEMENT is entered into and becomes effective on 3/22/2023 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and CENTURY COMMERCIAL SERVICE, INC., a California Corporation ("SERVICE PROVIDER"), hereinafter referred to collectively as the "Parties".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Third Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on June 26, 2019.

2. The CITY and SERVICE PROVIDER entered into that "Maintenance Service Agreement" made as of July 5, 2019, for services for a maximum compensation of One Hundred Thousand Dollars ($100,000.00) ("MAINTENANCE SERVICE AGREEMENT").

3. The CITY and SERVICE PROVIDER entered into a "First Amendment to Agreement" made as of June 28, 2021, under which the term was extended to June 30, 2022.

4. The CITY and SERVICE PROVIDER entered into a "Second Amendment to Agreement" made as of March 5, 2022, under which the term was extended to June 30, 2023. The MAINTENANCE SERVICE AGREEMENT, and the First, and Second Amendments thereto are attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the MAINTENANCE SERVICE 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 2 shall be amended and replaced in its entirety by the following:

"2. **Term of Agreement**. This Agreement shall be effective and cover services rendered from July 1, 2019, until June 30, 2024."

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2. **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.

3. **Conflicts.** In the event of a conflict between the terms and provisions of this Third Amendment to Agreement and the terms and provisions of the MAINTENANCE SERVICE AGREEMENT or any earlier amendment, the terms of this Third 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:

DocuSigned by:
Michelle Bigelow
Michelle Bigelow, City Clerk
Date: 3/22/2023

CITY OF MORGAN HILL

DocuSigned by:
Christina Turner
Christina Turner, City Manager
Date: 3/22/2023

APPROVED AS TO FORM:

DocuSigned by:
Donald Larkin
Donald Larkin, City Attorney
Date: 3/21/2023

CENTURY COMMERCIAL SERVICE, INC.

By:
Title: Keith Estes, President
Print Name and Title of Signer.
If Corporate: Chairman, President, or Vice President

Date: 3/20/23

By:
Title: Brent Estes, Assistant Treasurer
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer

Date: 3/20/23

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EXHIBIT 1

SECOND AMENDMENT TO AGREEMENT
CENTURY COMMERCIAL SERVICE, INC.

This SECOND AMENDMENT TO AGREEMENT is entered into and becomes effective on 3/5/2022 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and CENTURY COMMERCIAL SERVICE, INC., a California Corporation ("SERVICE PROVIDER").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Second Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on June 26, 2019.

2. The CITY and SERVICE PROVIDER entered into that "Maintenance Service Agreement" made as of July 5, 2019, for services for a maximum compensation of ONE-HUNDRED THOUSAND DOLLARS ($100.000.00)("MAINTENANCE SERVICE AGREEMENT").

3. The CITY and SERVICE PROVIDER entered into a "First Amendment to Agreement" made as of June 28, 2021, under which the maximum compensation under the MAINTENANCE SERVICE AGREEMENT, as amended, was not increased. The MAINTENANCE SERVICE AGREEMENT and the First Amendment thereto are attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the MAINTENANCE SERVICE 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 2 shall be amended and replaced in its entirety by the following:

"2. **Term of Agreement.** This Agreement shall be effective and cover services rendered from July 5, 2019, until June 30, 2023. The City Manager is authorized to extend the term of this Agreement for up to an additional one-year period. City Manager may exercise this option only if, in City Manager's discretion, SERVICE PROVIDER has demonstrated superior performance in provision of on call plumbing maintenance and repair services to CITY. Any such extension shall be in writing and signed by both parties to this Agreement."

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Signatures on the Next Page

2. **Conflicts**. In the event of a conflict between the terms and provisions of this Second Amendment to Agreement and the terms and provisions of the MAINTENANCE SERVICE AGREEMENT or any earlier amendment, the terms of this Second 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:
DocuSigned by:
Michelle Bigelow
Michelle Bigelow, City Clerk
Date: 3/7/2022

APPROVED AS TO FORM:
DocuSigned by:
Donald Larkin
Donald A. Larkin, City Attorney
Date: 3/3/2022

CITY OF MORGAN HILL
DocuSigned by:
Christina Turner
Christina J. Turner, City Manager
Date: 3/5/2022

CENTURY COMMERCIAL SERVICE, INC.

By:
Title: Keith Estes, President
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 3/02/2022

By:
Title: Brent Estes, Assistant Treasurer
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 3/02/2022

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EXHIBIT 1

FIRST AMENDMENT TO AGREEMENT
CENTURY COMMERCIAL SERVICE, INC.

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on 6/28/2021 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and CENTURY COMMERCIAL SERVICE, INC., a California Corporation ("SERVICE PROVIDER", "CONSULTANT", or "CONTRACTOR").

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 June 26, 2019.

2. The CITY and SERVICE PROVIDER entered into that "Maintenance Service Agreement" made as of July 5, 2019, for services for a maximum compensation of One Hundred Thousand and no/100 dollars ("MAINTENANCE SERVICE AGREEMENT"). The MAINTENANCE SERVICE AGREEMENT is attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the MAINTENANCE SERVICE 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 2 shall be amended and replaced in its entirety by the following:

"2. **Term of Agreement.** This Agreement shall be effective and cover services rendered from July 1, 2019, until June 30, 2022 at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for up to two additional one-year periods. City Manager may exercise this option only if, in City Manager's discretion, SERVICE PROVIDER has demonstrated superior performance in provision of on-call plumbing maintenance and repair services to CITY. Any such extension shall be in writing and signed by both parties to this Agreement."

B. Paragraph 5.1 shall be added as follows:

"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."

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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 MAINTENANCE SERVICE 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:

DocuSigned by:
Michelle Bigelow

Michelle Bigelow, City Clerk
Date: 6/28/2021

APPROVED AS TO FORM:

DocuSigned by:
Donald Larkin

Donald A. Larkin, City Attorney
Date: 6/25/2021

CITY OF MORGAN HILL

DocuSigned by:
Christina Turner

Christina J. Turner, City Manager
Date: 6/28/2021

CENTURY COMMERCIAL SERVICE, INC.

By:
Title: Keith Estes, President
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 6/25/21

By:
Title: Brent Estes, Assistant Treasurer
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 6/25/21

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128-09-19-081

EXHIBIT 1

MAINTENANCE SERVICE AGREEMENT
Century Commercial Service, Inc.

THIS AGREEMENT is entered into and becomes effective on 7/5/19 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Century Commercial Service, 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 June, 26, 2019.

2. **Term of Agreement.** This Agreement shall cover services rendered from July 1, 2019 of this Agreement until June 30, 2021 at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for up to three, one-year periods. City Manager may exercise this option only if, in City Manager's discretion, SERVICE PROVIDER has demonstrated superior performance in provision of on-call electrical maintenance and repair services to CITY. 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 plumbing and pumping maintenance and repair services as further described in **Exhibit A.**

4. **Compensation.** SERVICE PROVIDER shall be compensated as follows:

4.1. Amount. $100,000.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed One 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 for up to one year 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 extended term exceed 105% of the maximum compensation allowed to be paid to CONSULTANT 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 sixty (60) 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.

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 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. 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. 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) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars ($1,000,000.00) for property damage, or (ii) the maximum amount of such

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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) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars ($1,000,000.00) for property damage, 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 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 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.

8.1.5.3. 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) 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.

8.2. **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.

8.2.1.1. The City of Morgan Hill, Its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds;

8.2.1.2. 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. insurance shall be primary non-contributing.

8.2.2. 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.

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 policies or certificates as outlined herein, whether new or modified, promptly upon receipt. 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. 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 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.

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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.

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Address of SERVICE PROVIDER is as follows:

Century Commercial Service, Inc.
12820 Earhart Avenue
Auburn, CA 95602

Address of CITY is as follows:

Cynthia Iwanaga 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

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. **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.

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.

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[Signatures on Next Page]

28. **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 Clerk/Deputy City Clerk

Michelle Bigelow
Print Name

Date: 7/5/19

APPROVED AS TO FORM:

City Attorney

Donald A. Larkin
Print Name

Date: 7-3-19

CITY OF MORGAN HILL

City Manager

Christina J. Turner
Print Name

Date: 7-5-19

CENTURY COMMERCIAL SERVICE, INC.

By: KEITH ESTES

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

Date: 6-6-2019

By: TRACI ESTES

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

Date: 6-6-2019

668894
Contractor's License Number(s) *(if applicable)*

Expiration Date(s) 4/21

1000002650
Contractor's DIR Registration Number(s) *(if applicable)*

Expiration Date(s) 06/2020

Seal:

U:\Legal Forms\Consultant Agreements\City Maintenance Service Agreement.Docx

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EXHIBIT A
SCOPE OF SERVICES

Contractor will provide full-service, on-call plumbing maintenance and repair services and administer the duties and responsibilities as stated in this contract, in compliance with all applicable laws, regulations, policies and procedures.

Services to be performed include the furnishing of all labor, materials, tools, equipment, supplies, services, tasks and incidental and customary work necessary to competently perform on-call plumbing maintenance and repair work at various City facilities (see Attachment A).

The work will include the provision of a total maintenance and repair program consisting of a variety of tasks including, but not limited to, laying out, installing, replacing, piping, and testing plumbing service and plumbing systems and components. Systems include, but are not limited to domestic water, heating, cooling, hot water systems, conditioned water systems, pool water systems, sanitary sewer and storm systems as well as all related components required for municipal buildings and facilities. Services will include, but not be limited to installing and repairing piping, fixtures and maintenance for commodes, urinals, drinking fountains, pools, water spray features, heating and air conditioning systems as well as additional plumbing related issues as they arise and the services necessary to insure safe, well maintained influent, effluent and closed loop systems for City employees and the public. The scope and number of projects and tasks are unknown at the time of contract execution.

The Contractor shall leave work areas free of all dirt, litter, lubricants, or other materials utilized to perform electrical maintenance.

The Contractor shall erect barricades, warning signs, and any other devices to prevent unauthorized access by the public or unauthorized City staff to work areas.

The Contractor shall respond to all requests for repairs or unscheduled emergency repairs as required, 24 hours per day, 365 days per year, including holidays. All costs for labor and materials for these calls shall be included in the proposal. Response time by the Contractor shall be within four (4) hours of all requests.

The Contractor will be responsible for providing labor, supervision, materials, equipment, transportation, service and the shop facilities necessary to perform high quality work. Contractor will also be responsible for discarding all used materials.

2-1 SCOPE OF SERVICE The Contractor shall provide full-service on-call plumbing maintenance and repair services to City Facilities. Contractor shall retain professional personnel who have successfully and competently provided municipal facility plumbing maintenance and repair services on projects of similar scope and complexity. It shall be the Contractor's responsibility to effectively repair and maintain, to the satisfaction of the City representative, all aspects of plumbing systems in City defined facilities with minimal downtime. All maintenance and repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, shall meet warranties and be in conformance to all applicable laws, codes and regulations. The successful Contractor's electrical maintenance and repairs shall, at a minimum, include but not be limited to the specifications outlined herein.

2-2 SERVICES TO BE PROVIDED It is the Contractor's responsibility to provide an appropriate level of staffing and provide appropriate tools and vehicles necessary to support all facility plumbing maintenance and repair functions during hours of operation and for response after normal working hours. Contractor shall maintain the appropriate license and will comply with all other license, insurance and permit requirements of the City, State and Federal governments, as well as all other requirements of the law.

2-3 TERM OF SERVICE The term of the contract will be from July 1, 2019 through June 30, 2021. The contract may be canceled or any portion thereof at any time during the term of service and such cancellations shall be effective upon giving sixty (60) days written notice. The City, at its option, may renew this contract for up to three, one year periods, beginning on July 1, 2021. This option will be exercised only if the contractor has demonstrated superior performance in provision of On-Call Plumbing Maintenance and Repair Services to the City.

Pricing apply to the period of July 1, 2019 to June 30, 2021. If the contract is renewed, a 3% cost escalation will automatically be applied for each subsequent year beginning on July 1, 2021.

2-4 WORK HOURS Scheduled maintenance and repairs shall typically occur during normal business hours. Facility business hours are:

- Aquatics Center is open weekdays from 5:00 a.m. to 8:00 p. m., Saturdays from 7:00 a.m. to 12:00 p.m. (summer season to 6:30 p.m.), and Sundays 11:30 a.m. to 6:30 p.m. (summer season only).
- Centennial Recreation Center is an active facility on Weekdays from 5:00 a.m. to 10:00 p.m., Saturdays from 6:30 a.m. to 8:00 p.m., and on Sundays from 8:00 a.m. to 6:00 p.m.
- City Hall is open Monday-Friday 8:00 a.m. – 5 p.m.
- Chambers Building is open Monday-Friday 8:00 a.m. – 5 p.m.
- The Community and Cultural Center is open Monday-Friday 8:00 a.m. – 5 p.m.
- El Toro Youth Center is open Monday-Friday 2:00 p.m. – 6:00 p.m.
- The Friendly Inn is open Monday-Saturday 8:00 a.m. to 10:00 p.m.
- The Outdoor Sports Complex – coordinate hours with Project Manager, Dale Dapp
- The Police Department is open Monday-Friday 8 a.m. – 5:30 p.m.
- The Public Works Corporation Yard is open Monday-Thursday 6:30 a.m. – 4:00 p.m. and Fridays from 6:30 a.m. -3:00 p.m.
- The Villas are open Monday-Friday 8:00 a.m. – 5 p.m.
- Community Park Restrooms are open seven days a week 6 a.m. to 10 p.m.
- Galvan Park Restroom are open seven days a week 6 a.m. to 10 p.m.

2-5 SERVICE AVAILABILITY The Contractor shall have trouble-call service available on a twenty-four hours a day, seven days a week basis with a response time not to exceed the following:

EMERGENCIES.....two hour response time
NON-EMERGENCIES..... four hour response time

Time to respond shall start when the City calls the problem into Contractor's designated emergency phone number. Additionally, the Contractor shall provide the ability to respond immediately to situations involving the health and safety of employees and/or the public and the comfort and operational capability of any public meeting space. Routine repairs, service requests or other non-urgent tasks shall be completed by journey level staff within one (1) working day from the date of request by City Representative.

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2-6 TROUBLE-CALL/REPAIR SERVICE Should the City request the Contractor to make unscheduled, emergency electrical system repairs, the City shall be responsible for labor and travel costs associated therewith. These costs, as listed in the proposal, will be a critical part of the bid evaluation in determining the lowest responsive and responsible contractor. Rates shall be firm for the term of the contract. The City reserves the right to contract with others for trouble calls and repairs.

2-7 BILLABLE WORK The Contractor shall not bill for unnecessary repairs, for repairs that were not completed satisfactorily, for repairs that did not fix an identified problem, or for facility visits that are made by staff unqualified to complete needed repairs.

2-8 STAFFING, WORKMANSHIP AND QUALITY LEVEL The Contractor shall provide a staffing level to perform on-call plumbing maintenance and repair services at designated City facilities in a thorough and professional manner, so that the City is provided with reliable and high quality electrical maintenance at all times. The Contractor shall possess and maintain a C-36 Plumbing license by the State of California Contractors Licensing Board through the term of the contract. All personnel performing work under this Contract shall possess and maintain a state journeyman certification and be directly employed and supervised by the Contractor. Any assigned apprentice shall work directly under the supervision of a qualified journeyman. The Contractor shall provide management and technical supervision through competent supervisors as required. The Contractor shall be responsible for the skills, methods and actions of all employees, subcontractors and for all work done.

2-9 MAINTENANCE AND REPAIR LOCATIONS See Attachment A

2-10 TOOLS AND EQUIPMENT The Contractor shall furnish and maintain all equipment necessary for properly servicing and maintaining plumbing systems in City buildings. The City of Morgan Hill reserves the right to inspect equipment to be used to perform services under this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

2-11 PARTS AND MATERIALS The Contractor shall furnish all parts and materials necessary for properly maintaining and repairing plumbing systems in City buildings. Mark-up on parts and materials may not exceed 10% of Contractor's cost. Invoices must identify the work performed, cost of labor, parts/materials used, parts/materials cost, and parts/materials mark-up cost.

2-12 INSPECTIONS AND REMEDIES So as to ensure consistent quality of the work being performed, the City Representative will perform periodic inspections of plumbing systems to ensure compliance with the contract specifications. Inspections may be made by the City at any time to confirm that work performed meets specifications. If corrective work is required, the City will provide a written list of items and the Contractor shall correct deficiencies as directed. If deficiencies are not corrected in a timely manner, the City may perform the work using others and deduct the cost from the Contractor's payment.

2-13 DAMAGES The Contractor will be responsible for all damages to the facility or contents caused by Contractor, their staff or subcontractors during the performance of their duties.

2-14 SAFETY & SECURITY The Contractor and staff shall follow all established safety procedures and shall take special care not to endanger the public in any way. The Contractor is responsible for the security of all doors at the conclusion of work in each room. All exterior doors should remain

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locked at all times. Interior doors that are found open or unlocked shall be left in the same position/condition in which they were found.

2-15 EMERGENCY SITUATIONS For medical or public safety emergencies occurring at the Facilities call 9-1-1. For all building maintenance emergencies (water leaks, etc.) contact the Maintenance Manager or designated staff to report the issue immediately (24-hours/day).

ATTACHMENT A
MUNICIPAL FACILITIES LOCATIONS

PLUMBING SYSTEMS TO BE MAINTAINED AT THESE LOCATIONS

BUILDING/FACILITY	ADDRESS	SQUARE FOOTAGE
Aquatics Center (office area)	16200 Condit Road	5,294
Centennial Recreation Center	171 West Edmundson Avenue	25,135
City Hall	17575 Peak Avenue	13,900
Community and Cultural Center and Playhouse	17000 Monterey Road	20,500; 5,000
Future Community Garden	Railroad Avenue	
Chambers Building	17555 Peak Avenue	12,104
El Toro Youth Center	17620 Crest Avenue	3,800
Boys and Girls Club	17666 Crest Avenue	3,168
Outdoor Sports Center	16500 Condit Road	2,800
Police Department	16200 Vineyard Boulevard	43,286
Public Works Corporation Yard	100 Edes Court	4,583
The Villas	535 Alkire Avenue	4,500
Dunne Hill Fire Station	2100 East Dunne Avenue	
El Toro Fire Station	18300 Old Monterey Road	
All other parks and City-owned properties		

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EXHIBIT B
SCHEDULE OF COMPENSATION RATES

Shop Rate for Plumbing Services (Apprentice):	**$ n/a**
Shop Rate for Plumbing Services (Journeyman):	**$210 per hour**
Overtime Rate for Plumbing Services (Apprentice):	**$ n/a**
Overtime Rate for Plumbing Services (Journeyman):	**$315 per hour**
Saturday, Sunday and Holiday Rate (Apprentice):	**$ n/a**
Saturday, Sunday and Holiday Rate (Journeyman):	**$315 per hour**

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EXHIBIT C
SCHEDULE OF PERFORMANCE

Services to be scheduled on an on-call basis with City Maintenance Staff

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: February 21, 2024

PREPARED BY:
Yat Cho, Senior Project Manager
APPROVED BY: City Manager

APPROVE PACIFIC GAS AND ELECTRIC COMPANY AGREEMENT TO PROVIDE ELECTRIC SERVICE TO THE BUTTERFIELD FIRE STATION PROJECT

RECOMMENDATION(S)

1. Ratify approval of the Pacific Gas and Electric Company Agreement to provide electric service to the Butterfield Fire Station Project; and
2. Authorize the City Manager to administer and execute the Pacific Gas and Electric Company Agreement in the amount of $161,921.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities
Enhancing Public Safety
Maintaining and Enhancing Infrastructure

2022-2023 Strategic Priorities
Fiscal Sustainability

Guiding Documents
Fire Services Standards of Coverage
Morgan Hill 2035 General Plan
Public Safety Master Plan

REPORT NARRATIVE:

On June 7, 2023, the City Council awarded a contract to Larry S. Kent, Inc. DBA Kent Construction in the amount of $7,956,553 for the construction of the Butterfield Fire Station. Construction on the project has begun with the site grading complete and the underground utility work in progress.

Given that the new fire station will need electricity to operate, staff have been working with Pacific Gas and Electric Company (PG&E) on an approved electrical design to provide power to the new building. The cost for PG&E to perform this work is $161,921 (see attached agreement). PG&E's scope of work includes the design, installation of conductors/wires, inspections and the connection to PG&E's existing electrical system.

The conduits and all necessary vaults and equipment will be installed by Kent Construction and their subcontractor. To avoid construction delays on the project, staff had the agreement with PG&E executed in advance of this staff report.

Staff recommends that the City Council retroactively approve the execution of this agreement with PG&E. With the agreement executed, Kent Construction will be able to schedule PG&E inspections and avoid construction delays.

COMMUNITY ENGAGEMENT:
Inform
City staff will continue to provide regular updates through media, social media, and the City's website as this is part of the Butterfield Fire Station Project.

ALTERNATIVE ACTIONS:
There is no viable alternative to this action, as not approving the agreement with PG&E would halt the construction of the new Fire Station.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- February 22, 2017 - City Council received and reviewed Public Safety Master Plan.
- December 4, 2019 - City Council received and reviewed the Hazard Risk Assessment and Standards of Coverage Study.
- December 1, 2021 - City Council authorized the City Manager to execute and administer an agreement with Jeff Katz Architecture for the design of the Butterfield Fire Station Project.
- November 2, 2022 - City Council approved conceptual design for the Butterfield Fire Station Project
- March 15, 2023 - City Council approved acceptance of a grant from Silicon Valley Clean Energy for $500,000 to be used towards the project, specifically as an all electric fire station demonstration site.
- June 7, 2023 - City Council awarded Butterfield Fire Station to Larry S. Kent, Inc. DBA Kent Construction in the amount of $7,956,553.

FISCAL AND RESOURCE IMPACT:
Adequate funds are available for this work within the adopted FY2022-23 through 2027-28 Capital Improvement Program Butterfield Fire Station Project (No. 231018) funded through Public Safety Facilities Impact Fund (315).

CEQA (California Environmental Quality Act):
Categorical Exemption
The City engaged Raney Planning & Management to evaluate the proposed Butterfield Boulevard Fire Station Project to determine whether the proposed project is exempt

from review under CEQA. This review concluded the project does qualify for a Class 32 exemption for infill development.

Customer Payment Coupon

References	
Notification #	124981436
Contract #	50095727 V2
E15-PM #	35436536
E16-PM #	35436536
Customer #	3761860

February 13, 2024

City of Morgan Hill
17575 Peak Ave.
MORGAN HILL, CA 95037

Customer Payment Summary

17285 BUTTERFIELD BLVD., MORGAN HILL

Please pay the Total Due based upon the payment option(s) you selected on page two of the enclosed Gas and Electric Extension Agreement.

Payment Options	Subtotal	Total Due
10-Year Refundable Advance Option Gas and Electric	$274,817.20	**$272,317.20**
Non-Refundable 50 percent Discount Option for Gas and Electric	$164,421.47	**$161,921.47**
10-Year Refundable Advance Option for Gas and Non-Refundable 50 percent Discount Option for Electric	$164,421.47	**$161,921.47**
Non-Refundable 50 percent Discount Option for Gas and 10-Year Refundable Advance Option for Electric	$274,817.20	**$272,317.20**

The Total Due for each payment option above includes:	
Advance Credit	($2,500.00)

Important Payment Information

To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at **https://www.pge.com/contractpayments**

To complete your contract BY MAIL

- Please make check payable to: **PG&E** or **Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and the customer payment coupon with your payment
- **Remit payment and SACAC form to**:
  PG&E CFM/PPC Department
  PO BOX 997340
  Sacramento, CA 95899-7340

IMPORTANT MESSAGE

Please review the enclosed information and total due. This document needs to be returned with the enclosed agreements.

If you complete your contract ONLINE, a copy will be saved to your Customer Connections Online (CCO) account at **pge.com/cco.**

To learn more about PG&E's gas and electric safety initiatives and resources please visit **pge.com/safety.**

Have Questions?
Please Call 1-800-422-0436

124981436

Gas and Electric Extension Agreement*

For Internal Use	
Notification #	124981436
Contract #	50095727 V2
E-PM #	35436536
G-PM #	
E-Prior MLX/PM#	
G-Prior MLX/PM#	
Customer #	3761860

February 13, 2024

City of Morgan Hill
17575 Peak Ave.
MORGAN HILL, CA, 95037

Re: 17285 BUTTERFIELD BLVD., MORGAN HILL

Dear Christina Turner

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Per Decision 22-09-026, Residential Customers submitting an application for new gas service on or after July 1, 2023, do not qualify for Allowances, Refunds or Discount Option. Applicants who submit a new application for gas Distribution Main Extension(s) on or after July 1, 2023, must pay PG&E its total estimated installed cost upon contract execution, in advance of PG&E commencing its work. Upon completion of the work and determination of actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs. An Applicant's failure to pay a final invoice in a timely manner is a violation of PG&E's Gas Rules 15/16 and may result in discontinuance of service. Non-Residential Customers submitting an application for new gas service on or after July 1, 2023, may qualify for Allowances, Refunds or Discount Option if approved by the CPUC. Please complete the following four steps to execute this contract.

1 Review the following work responsibilities and cost information.

Work To Be Done By	GAS MAIN		GAS SERVICE		ELECTRIC DISTRIBUTION			ELECTRIC SERVICE		
	Trench	Pipe	Trench	Pipe	Trench	Substr.	Facilities	Trench	Substr.	Facilities
PG&E							X			X
Customer					X	X		X	X	X

	GAS	ELECTRIC
Total non-refundable project costs	**$0.00**	**$57,343.79**
Refundable extension costs	**$0.00**	**$220,791.47**
Allowances (credit)	- $0.00	- $0.00
Net refundable amount	= **$0.00**	= **$220,791.47**
10 YEAR REFUNDABLE OPTION		
Net refundable amount	**$0.00**	**$220,791.47**
Credit for value of design and/or facilities provided by applicant	- $0.00	- $3,318.07
Total non-refundable project costs	+ **$0.00**	+ **$57,343.79**
Total (if you select this option)	= **$0.00**	= **$274,817.20**
NON-REFUNDABLE 50% DISCOUNT OPTION		
Net refundable amount	**$0.00**	**$220,791.47**
Discount: 50% of Net refundable amount	- $0.00	- $110,395.73
Credit for value of design and/or facilities provided by applicant	- $0.00	- $3,318.07
Total non-refundable project costs	+ **$0.00**	+ **$57,343.79**
Total (if you select this option)	= **$0.00**	= **$164,421.46**
Potential refund per residential lot/unit	**$0.00**	**$0.00**
Potential reimbursement per service completion		
Pressurized or energized system	$0.00	$0.00
Not pressurized or energized system	$0.00	$0.00
Reimbursement for other work performed	**$0.00**	**$12,438.40**

All amounts include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

DEFINITIONS AND EXPLANATION OF TERMS

(For more detail see rules 15 and 16):

Total non-refundable project costs include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

Refundable extension costs include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

Allowances are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to **deficiency billing** if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

Net refundable amount is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

Potential refund per residential lot/unit is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

Potential reimbursement per service completion is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

Reimbursement for other work performed is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.

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* Automated document, Preliminary Statement, Part A

124981436

Gas and Electric Extension Agreement*

2 Select one of the following payment options.

		Gas		Electric		Advance		Total Due
	10-Year Refundable Option for Gas and Electric	$0.00	+	$274,817.20	-	SEE PMT CPN	=	$274,817.20
X	Non-Refundable 50 Percent Discount Option for Gas and Electric	$0.00	+	$164,421.47	-	SEE PMT CPN	=	$164,421.47
	10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric	$0.00	+	$164,421.47	-	SEE PMT CPN	=	$164,421.47
	Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric	$0.00	+	$274,817.20	-	SEE PMT CPN	=	$274,817.20

3 Review these important terms and conditions.

This Gas and Electric Extension Agreement is controlled by, and incorporates by reference, PG&E's tariffs, including Gas and Electric rules 2, 15, and 16; the Distribution and Service Extension Agreement-Provisions (Form 62-0982) and the General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at pge.com/tariffs or contact the PG&E representative listed below. Additional details underlying the amounts shown in this agreement, as well as the calculation of allowances, refunds or deficiency bills can also be provided by your local PG&E representative.

4 After completing steps 1, 2 and 3 and having checked one, but only one, of the four payment options above, please complete and return the following items to PG&E.

- Sign and return this contract as indicated below.
- Submit the Payment Coupon with Total Due based on your option selected.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box to the right).

Please provide your payment and required forms within 90 days from February 13, 2024. PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact Erin Huan at **877-743-7782** or by email at **E2HY@PGE.COM.**

ADDITIONAL INFORMATION

What is the SACAC form

Under PG&E's rules 15 and 16 you have a choice:you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due based on the option you selected above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

Please follow payment instructions found on your Payment Coupon.

Pacific Gas and Electric Company

This contract has been reviewed and approved by:

Michele Williams

Service Planning Supervisor

Customer

Agreed and accepted by:

City of Morgan Hill, A GOVERNMENT AGENCY

Authorized Signatory Christina Turner

Title Other

Signature DocuSigned by: City of Morgan Hill A0872B489AC9400...

Date 2/14/2024 | 7:09:55 AM PST

* Automated document, Preliminary Statement, Part A

124981436

Form 79-1169
Advice 4768-G/6973-E
June 2022

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STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS.*

February 13, 2024

Project Name: **Butterfield Fire Station**

Project Location: **17285 BUTTERFIELD BLVD., MORGAN HILL**

Notification Number: **124981436**

PM Number(s): **(Gas)** **(Electric)** **35436536**

APPLICANT COSTS

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

GAS	ELECTRIC
Residential Service Facilities:	**Residential Service Facilities:**
Applicant: $ _____	**Applicant: $** _____
PG&E: **$0.00**	**PG&E:** **$0.00**
Number of gas service: **0** **Stubs:** **0**	**Number of Electric service:** **0**

Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.

Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.

124981436

* Automated document, Preliminary Statement, Part A

Form 79-1003
Tariffs and Compliance
Advice 2458-G-C/2379-E
Decision 03-03-032
Effective: July 1, 2004

GAS

Gas Distribution Facilities and Non-Residential Service Services:

Applicant: $ _____

PG&E: **$0.00**

ELECTRIC

Electric Distribution Facilities and Non-Residential Service Services:

Applicant: $ _____

PG&E: **$55,665.27**

GAS DISTRIBUTION TRENCH

Applicant: $ _____

PG&E: **$0.00**

Applicant's statement of costs include: cables, switches, transformers, distribution main, valves, regulators, nonresidential service costs, and other distribution facilities required to complete the distribution line extension, as detailed in Gas and Electric Rule 15 as PG&E's responsibility.

Applicant's statement of costs DOES NOT include: inspection fees, tie-in of system by PG&E, distribution substructures, electric trench, conduits, feeder conduits, or protective structures, as detailed in Gas and Electric Rule 15.

I declare under penalty of perjury that the foregoing is true and correct.

☒ **APPLICANT'S ELECTION NOT TO PROVIDE COSTS:** (if this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on 2/14/2024 | 7:09:55 AM PST at _____

(Date) (City)

By: Christina Turner

Print Applicant Name: **City of Morgan Hill, A GOVERNMENT AGENCY**

Signed: DocuSigned by: City of Morgan Hill A0872B489AC9400...

Title: Other

Pacific Gas and Electric Company

Detailed Cost Sheet - Electric Distribution and Service Extension Costs

References	
Notification #	124981436
Contract #	50095727 V2
E15-PM #	35436536
E16-PM #	35436536
Customer #	3761860

February 13, 2024

Applicant: **Christina Turner**

Project Location/Name **17285 BUTTERFIELD BLVD., MORGAN HILL**

Cost Breakdown

Total number of residential lots/units for this project:	0
Total number of non-residential lots/units for this project:	1
Total number of combined meters:	1

Cost of Services:

Engineering & Administrative Costs					$0.00
Including Applicant Design Value of				$0.00	
Service Tie-In Cost (Energized) by PG&E			(+)		$0.00
Service Tie-in Cost by Applicant			(+)		$0.00
Electric Metering			(+)		$0.00
Others (N/A)			(+)		$0.00
Inspection Fees			(+)		$0.00
Service Cost - PG&E installed	# Services	0	(+)		$0.00
Service Cost - Applicant installed	# Services	0	(+)		$0.00
Total Estimated Cost of Service Subject to Allowance			(=)		$0.00
Including Net Joint Pole Credit Value of				$0.00	

Cost of Service Within Allowance:

less Total Residential Service Allowance
(not to exceed Total Estimated Cost of Service Subject to Allowance)

$0.00	X	0	=	(-)	$0.00
Excess Service Cost				(=)	$0.00
Estimated Service Cost Within Allowance (Total less Excess)				(=)	$0.00
Average Cost per Lot or Unit Within Allowance					
$0.00	/	0	=		$0.00

Excess Service Allowance Applied to Distribution Line Extension Refundable

Amount per Lot or Unit:

$0.00	-	$0.00	=	$0.00 **
Allowance		Ave. Cost / Unit		

Allowances

Residential:

$0.00	X	0	=	$0.00
Allowance		Lots / Units		

plus ITCC @ 24%	Residential Allowances	(+)	$0.00
SUB TOTAL Residential Allowances		(=)	$0.00

Non-Residential: $0.00 (Net Annual Revenue) / 0.1476 (Cost-of-Service-Factor) = $0.00

plus ITCC @ 24%	Non-Residential Allowances	(+)	$0.00
SUB TOTAL Non-Residential Allowances		(=)	$0.00

less Residential Service Allowance:

(0 (Lots/Units) X $0.00 (Ave. Cost / Unit)) + 24% (ITCC) = $0.00

Total Distribution Line Extension Allowance	(=)	$0.00

Amount Subject to Refund

Engineering & Administrative Costs		$89,666.02	
Including Applicant Design Value of	$0.00		
Tie-In of Distribution by PG&E	(+)	$27,346.53	
Electric Metering (Non-Residential Projects)	(+)	$2,848.22	
Other Taxable charges (N/A)	(+)	$0.00	
PG&E installed - Cost of Distribution Line and Non-Res Svcs.	(+)	$54,878.80	
Applicant installed - Cost of Distribution Line and Non-Res Svcs.	(+)	$786.47	
Value of Distribution Substructures	(+)	$2,531.60	
Inspection Fees	(+)	$0.00	
SUB TOTAL	(=)	$178,057.64	
Including Net Joint Pole Credit Value of	$0.00		
plus ITCC @ 24%	(+)	$42,733.83	
Total Refundable Amount	(+)	$220,791.47	
Less Total Allowances (not to exceed Total Refundable Amount)	(-)	$0.00	
Balance: Net Refundable Amount		$220,791.47	
10 Year Refundable Advance Option			
Balance: Net Refundable Amount		$220,791.47	
Less Credit for Value of Applicant Design Work		$0.00	
Less Cost of Dist. Line Ext. and Non-Res Svcs. installed by Applicant		$786.47	
Less Distribution Substructures by Applicant		$2,531.60	
Net 10 Year Refundable Advance Option Amount			$217,473.40
Non-Refundable Discount Option			
Balance: Net Refundable Amount		$220,791.47	
less Discount $220,791.47 (Balance) X 0.50 (Discount Rate) =	(-)	$110,395.73	
Less Credit for Value of Applicant Design Work		$0.00	
Less Cost of Dist. Line Ext. and Non-Res Svcs. installed by Applicant		$786.47	
Less Distribution Substructures by Applicant		$2,531.60	
Net Non-Refundable Discount Option Amount			$107,077.66

Non-Refundable Payments

Rule 16 Non-Refundable Payments

Excess Service Costs		$0.00	
Service Costs Beyond Preferred Service Location	(+)	$0.00	
Service Riser	(+)	$0.00	
Value of Rule 16 Land Rights Costs	(+)	$0.00	
Value of Service Trench, Conduits & Substructures in the Franchise Area or on 3rd Party Property	(+)	$180,133.32	
Inspection Fees	(+)	$2,265.47	
Rule 16 Trench Permits Obtained by PG&E	(+)	$250.00	
Other Taxable Charges: N/A	(+)	$1,525.92	
Cost of Additional Rule 16 Applicant Design Plan Checks	(+)	$0.00	
SUB TOTAL	(=)	$184,174.71	
Plus ITCC @ 24%	(+)	$44,201.93	
Other Non-taxable Charges:	(+)	$0.00	
Residential Per Meter Charge = 0 unit(s)	(+)	$0.00	
Non-Residential Per Meter Charge 1 unit(s)	(+)	$275.00	
Inspection Fees (not subject to ITCC)	(+)	$0.00	
Plus Service Trench, Conduits, & Substructures installed by PG&E on Private Property	(+)	$0.00	
SUB TOTAL	(=)	$228,651.64	
Less Excess Service Facilities Installed by Applicant	(-)	$0.00	
Less Service Costs Beyond Preferred Location by Applicant	(-)	$0.00	
Less Service Trench in the Franchise Area or on & 3rd Party Property installed by Applicant	(-)	$180,133.32	
Less Rule 16 Applicant Design Work Associated with Excess	(-)	$0.00	
Total Rule 16 Non-Refundable Amount		(=)	$48,518.32

Rule 15 Non-Refundable Payments

Inspection Fees		$453.09	
Re-estimating/Composite Preparation	(+)	$0.00	
Cost of Additional Applicant Design Plan Checks	(+)	$0.00	
Value of Distribution Conduits	(+)	$2,121.67	
Distribution Risers Installed by PG&E	(+)	$0.00	
Value of Distribution Trench	(+)	$6,465.29	
PG&E Land Rights Costs	(+)	$4,286.24	
Rule 15 Trench Permits Obtained by PG&E	(+)	$716.00	
Other	(+)	$0.00	
SUB TOTAL	(=)	$14,042.29	
Plus ITCC @ 24%	(+)	$3,370.15	
Other Non-taxable Charges	(+)	$0.00	
SUB TOTAL	(=)	$17,412.44	
Less Distribution Conduits Installed by Applicant	(-)	$2,121.67	
Less Distribution Trench Provided by Applicant	(-)	$6,465.29	
Total Non-Refundable Electric Rule 15 Amount		(=)	$8,825.48

Relocation / Rearrangement of PG&E Facilities

Value of Relocation/Rearrangement Facilities		$0.00	
Value of Relocation/Rearrangement Conduits & Substructures	(+)	$0.00	
Value of Relocation/Rearrangement Trench & Excavation	(+)	$0.00	
Engineering & Administrative Costs	(+)	$0.00	
Value of Relocation Applicant Design Work	(+)	$0.00	
Re-engineering/Comp Prep/Add'l AD Plan Checks	(+)	$0.00	
Tie-in/Meter of Relocation/Rearrangement by PG&E	(+)	$0.00	
Relocation/Rearrangement Trench Permits Obtained by PG&E	(+)	$0.00	
Relocation/Rearrangement Land Rights	(+)	$0.00	
Relocation/Rearrangement Inspection Fees	(+)	$0.00	
SUB TOTAL	(=)	$0.00	
Including Net Joint Pole Credit Value of	$0.00		
Plus ITCC @ 0%	(+)	$0.00	
Plus Relocation/Rearrangement - Non Taxable	(+)	$0.00	
SUB TOTAL	(=)	$0.00	
Less Relocation/Rearrangement Facilities Installed by Applicant	(-)	$0.00	
D.0405055 Line Extension Costs - Residential		$0.00	
D.0405055 Line Extension Costs - Non-Residential		$0.00	
Less Conduits & Substructures Installed by Applicant	(-)	$0.00	
Less Trench & Excavation Provided by Applicant	(-)	$0.00	
Less Value of Relocation Applicant Design Work	(-)	$0.00	
Less Relocation/Rearrangement Salvage	(-)	$0.00	
Total Relocation / Rearrangement of PG&E Facilities Amount		(=)	$0.00

(1) Total Service Allowance not to exceed the Cost of Service

(2) 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.

(3) 10 Year Refundable and Discount Option credit amounts do not offset Other Non-Refundable or Relocation Fees. See Reimbursement Summary for a total of Reimbursements and Credits to be paid upon acceptance of facilities.

(4) Inspection Fees (Only Refundable if Applicant's Actual Cost is Used. Applicant's Actual Cost + Inspection Cannot Exceed PG&E's Estimate)

(5) The lower of PG&E's estimated costs or the Applicant's Contract Anticipated Costs (as documented on Form 79-1003 "Statement of Contract Anticipated Costs") will be used to establish the cost of Service and Distribution Line Extension subject to Allowance

Note: This supplemental detailed cost sheet is **for reference only** and is not intended for use in place of the actual contract for the project listed.

Pacific Gas and Electric Company

Detailed Cost Sheet – Reimbursement Costs

References	
Notification #	124981436
Contract #	50095727 V2
E15-PM #	35436536
E16-PM #	35436536
Customer #	3761860

February 13, 2024

Cost Breakdown

Applicant: **Christina Turner**

Project Location/Name: **17285 BUTTERFIELD BLVD., MORGAN HILL**

Electric Rule 15

10 Year Refundable Advance Credit Amount			$0.00 (1)	
			- or -	
Non-Refundable Discount Option Credit Amount			$0.00 (1)	
Joint Pole Credits		(+)	$0.00	
SUB TOTAL:	w/ 10 Year Refundable Advance Credit Amount	(=)		$0.00
				- or -
	w/ Non-Refundable Discount Credit Amount	(=)		$0.00

Electric Rule 16

Joint Pole Credits			$0.00	
Applicant Design Work within the Allowance		(+)	$0.00	
SUB TOTAL:		(=)		$0.00

Reimbursements per Service Completion - Electric

Applicant Service/PG&E Connection (Energized)	$0.00	/service (2)
Applicant Service/Applicant Connection (Non-Energized)	$0.00	/service (2)

Electric PG&E Betterment

$12,438.40

Electric Relocation

Joint Pole Credits		$0.00	
Relocation Payment Credit	(+)	$0.00	
SUB TOTAL:	(=)		$0.00

Electric Rule 20B

Joint Pole Credits		$0.00	
Rule 20B Payment Credit	(+)	$0.00	
SUB TOTAL:	(=)		$0.00

Electric Rule 20C

Joint Pole Credits			$0.00	
Rule 20C Payment Credit	(+)		$0.00	
SUB TOTAL:		(=)		$0.00

Streetlights

Standard Luminaires			$0.00	
Standard Arms	(+)		$0.00	
Poles/Posts	(+)		$0.00	
Connections	(+)		$0.00	
SUB TOTAL:		(=)		$0.00

Gas Rule 15

10 Year Refundable Advance Credit Amount			$0.00 (1)	
			- or -	
Non-Refundable Discount Option Credit Amount			$0.00 (1)	
SUB TOTAL:	w/ 10 Year Refundable Advance Credit Amount	(=)		$0.00
				- or -
	w/ Non-Refundable Discount Credit Amount	(=)		$0.00

Gas Rule 16

Stub Services			$0.00	
Applicant Design Work within the Allowance	(+)		$0.00	
SUB TOTAL:		(=)		$0.00

Reimbursements per Service Completion - Gas

Applicant Service/PG&E Connection (Pressurized)	$0.00	/service (2)
Applicant Service/Applicant Connection (Non-Pressurized)	$0.00	/service (2)

Gas PG&E Betterment

$0.00

Gas Relocation

Relocation Payment Credit			$0.00	
SUB TOTAL:		(=)		$0.00

(1) 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.
(2) This Reimbursement will be paid on a per service basis as each service is completed.
(3) Excludes service completion reimbursements made under Rule 16. Service completion reimbursements will be made as each service is connected, on a per service basis.

Note: This supplemental detailed cost sheet is **for reference only** and is not intended for use in place of the actual contract for the project listed.

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: February 21, 2024

PREPARED BY:
Dat Nguyen, Finance Director
APPROVED BY: City Manager

APPROVE REVISIONS TO CITY COUNCIL POLICY CP 94-04, THE CITY'S INVESTMENT POLICY

RECOMMENDATION(S)
Approve revisions to City Council Policy CP 94-04, the City's Investment Policy.

COUNCIL PRIORITIES, GOALS & STRATEGIES
City Council Ongoing Priorities
Preserving and Cultivating Public Trust

2022-2023 Strategic Priorities
Fiscal Sustainability

REPORT NARRATIVE:
Best practices in municipal finance recommend investment policies be reviewed annually or at a minimum, the internal treasury staff should conduct a review annually. An update in the investment policy is warranted if staff's review results in a material change in policy due to either a change in statute or a change in the City's investment objectives. Finance continues to monitor changes to the California Government Code regarding investment parameters and allowable investments that may impact the City's investment policy. The redlined version of the City's investment policy is attached for review and approval.

The proposed changes to the investment policy would increase the allowable investments in California Cooperative Liquid Assets Securities System (CLASS) from a maximum of 10% of the portfolio to 20% and update the City's approved list of primary broker-dealers as designated by the Federal Reserve as of to date. California CLASS is a pooled investment option that was created via a joint exercise of powers agreement by and among California public agencies with total investments having grown to about $1.0 billion with 140 California public agencies participating. The City is a member of the California Class and Christina Turner, the City's City Manager, serves as chairperson on its board of trustees. Increasing the allowable investment amount in the California CLASS would allow the City to optimize interest earnings while maximizing safety and liquidity. Updating the approved list of primary dealer-brokers as designated by the Federal Reserve would allow the City more options as we look for competitive offerings

for the City's portfolio. The proposed revisions to the City's investment policy have been reviewed and approved by the City's Treasurer.

COMMUNITY ENGAGEMENT:
Inform.

Finance periodically renders to City Council for review and approval any changes to the investment policy at a public meeting. In addition, the City's investment policy is available on the City's website.

ALTERNATIVE ACTIONS:
City Council could decide not to update the policy.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
The City Council approved the last revision to its investment policy in June 2023.

FISCAL AND RESOURCE IMPACT:
Updating and maintaining the City's investment policy is a part of the Finance Department's ongoing workplan. There is no additional cost associated with the approval of the Investment Policy.

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

POLICY NUMBER: CP-94-04
TITLE: INVESTMENT POLICY
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CITY OF MORGAN HILL

Statement of Investment Policy

SCOPE

The City of Morgan Hill's (the City's) Investment Policy (the Policy) applies to all funds under the control of the City and includes the general revenues of the City, Successor Agency to the former Morgan Hill Redevelopment Agency (Agency), enterprise fund revenues, and proceeds of bond sales, debt service revenues, and trust funds in the custody of the City.

For simplicity, this Policy shall refer to "City" even when it applies to the Agency, except that the City and Agency shall be distinguished whenever the role of the City Council or Agency Board is described, whenever the role of the City Manager or Executive Director is described, or whenever the role of the City Treasurer or Director of Finance is described.

INVESTMENT OBJECTIVES

The City's funds shall be invested in accordance with all applicable City policies and codes, State statutes, Federal regulations, and bond covenants, and in a manner designed to accomplish the following objectives, which are listed in priority order:

A. Safety of Principal

Safety of principal is the City's foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to minimize capital losses by avoiding credit risk and market risk, as defined below:

1. Credit risk, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in only the highest quality securities (see authorized investments) and by diversifying the investment portfolio so that the failure of any one issuer would not unduly harm the City's cash flows.

2. Market risk, defined as the risk of market value fluctuations due to overall changes in the general level of interest rates, shall be mitigated by structuring the portfolio so that securities mature at the same time that major cash outflows occur, thus eliminating the need to sell securities prior to maturity. It is explicitly recognized, however, that in a diversified portfolio, occasional measured losses may occur, and must be considered within the context of the overall investment return.

B. Liquidity

Liquidity is the second most important objective of the investment program. The investment portfolio shall remain sufficiently liquid to enable the City to meet all reasonably anticipated operating requirements.

C. Yield

The City portfolio shall be invested to attain a market average rate of return through economic cycles, as long as it does not diminish the superior objectives of safety and liquidity. The market rate of return is defined as the average return on the 1-year U.S. Treasury Bill. Whenever possible, and after the objectives of safety of principal and liquidity have been met, a yield higher than the market rate of return shall be sought.

DELEGATION OF AUTHORITY FOR CITY FUNDS

The City Council has appointed the City Treasurer responsible for undertaking investment transactions on behalf of the City. Unless specifically designated by the City Council, the only officials authorized to undertake investment transactions on behalf of the City are the City Treasurer, Finance Director, and City Manager. The City Manager or designee, as applicable, shall review all investment purchases before they occur. The City Treasurer and the Finance Director will observe, review, and react to the changing conditions that affect the investment portfolio. They will meet on a regular basis to discuss current market conditions, future trends and how each of these affects the investment portfolio and the City.

The City Treasurer, Finance Director and City Manager shall develop and maintain administrative procedures and internal controls, consistent with this Policy, for the operation of the City's investment program. Such procedures shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of the City.

DELEGATION OF AUTHORITY FOR AGENCY FUNDS

The Agency Board has appointed the Director of Finance responsible for undertaking investment transactions on behalf of the Agency. Unless specifically designated by the Agency Board, the only officials authorized to undertake investment transactions on behalf of the Agency are the Director of Finance and Agency Executive Director. The Executive Director or designee, as applicable, shall review all investment purchases before they occur. The Director of Finance and Executive Director will observe, review, and react to the changing conditions that affect the investment portfolio. They will meet on a regular basis to discuss current market conditions, future trends and how each of these affects the investment portfolio and the Agency.

The Director of Finance and Executive Director shall develop and maintain administrative procedures and internal controls, consistent with this Policy, for the operation of the Agency's investment program. Such procedures shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of the Agency.

ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officers shall disclose any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any larger personal financial/investment positions that could be related to the performance of the City's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales, and shall avoid transactions that might impair public confidence in the City's ability to govern effectively.

EVALUATION OF INVESTMENTS

The standard of prudence to be used for managing the City's investment program is California Government Code Section 53600.3, the prudent investor standard which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

City investment officers acting in accordance with this Policy and the "prudent person" standard and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that substantial deviations from expectations are reported by the City Treasurer or by the Director of Finance (for the Agency) to the City Manager or Executive Director, as applicable, within three days of discovery. Mutually agreeable remedial action will be taken by the City Treasurer and City Manager (for the City) or by the Director of Finance and Executive Director (for the Agency) and reported to the City Council or Agency Board, as applicable, at their next regularly scheduled meeting.

SELECTION OF BROKER/DEALERS

The City Treasurer (for the City) and Director of Finance (for the Agency) shall jointly maintain a list of broker/dealers approved for investment purposes, and it shall be the policy jointly of the City and the Agency to purchase securities only from those brokers and the firms they represent. Each approved broker/dealer must possess an authorizing certificate from the California Commissioner of Corporations as required by Section 25210 of the California Corporations Code.

To be eligible, a firm must meet at least one of the following criteria:

1. be recognized as Primary Dealers by the Federal Reserve Bank of New York or have a primary dealer within their holding company structure, or
2. report voluntarily to the Federal Reserve Bank of New York, or
3. qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (Uniform Net Capital Rule).

The City Treasurer (for the City) and Director of Finance (for the Agency) will select broker/dealers on the basis of their expertise in public cash management and their ability to provide service to the account(s). Each authorized broker/dealer shall submit and annually update an approved Broker/Dealer Information Request form that includes the firm's most recent financial statements.

The City Treasurer (for the City) and Director of Finance (for the Agency) shall determine if the broker/dealers are adequately capitalized, make markets on securities appropriate to the City's needs and are recommended by managers of portfolios similar to the City's. The City Treasurer (for the City) or Director of Finance (for the Agency) shall submit findings and recommendations to the City Council or Agency Board, as applicable. The City Council and Agency Board will determine which broker/dealers will be authorized to trade with the City as part of their annual review of this Policy,

In the event that an external investment advisor is not used in the process of recommending a particular transaction in the City's or Agency's portfolio, authorized broker/dealers shall attest in writing that they have read and understand this Policy.

AUTHORIZED INVESTMENTS

All investments and deposits of the City shall be made in accordance with California Government Code Sections 16429.1, 53600-53609 and 53630-53686. The City has further limited the types of allowable securities to those shown in the following list:

A. United States Treasury Bills and Notes with maturities not exceeding five years from the date of trade settlement. There is no limitation on the percentage of the portfolio which can be invested in this category.

B. Federal Instrumentality (government sponsored enterprise) debentures, discount notes, callable and step-up securities, with a final maturity not exceeding five years from the date of trade settlement issued by the following only: the Federal Farm Credit Bank System (FFCB), the Federal Home Loan Bank (FHLB), the Federal National Mortgage Association (FNMA or Fannie Mae), the Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac), the Tennessee Valley Authority (TVA), and the Government National Mortgage Association (GNMA, but only if the security is backed by the full faith and credit of the U.S. government). Although there is no percentage limitation of the dollar amount or percentage of the portfolio that can be invested in these issuers, the "prudent person" rule shall apply for any single agency name.

C. The Local Agency Investment Fund (LAIF), established by the State Treasurer for the benefit of local agencies and identified under Government Code Section 16429.1, is authorized up to the maximum amount pursuant to California Government Code Section 16429.1

D. Inactive deposits with Banks and Savings and Loans with a branch within California that has a rating of at least A-1 or the equivalent from a nationally recognized statistical rating organization (NRSRO), and has an equity to total assets ratio of at least 4%. All deposits

shall be secured in accordance with Sections 53651 and 53652 of the California Government Code and comply with Schedule I (Policy Statement of Collateralized Time Deposits) attached. If deposits are not collateralized, the maximum placed at any one institution will be $250,000. The maximum amount of collateralized inactive deposits placed at any one institution shall not constitute more than 10% of the total assets of the institution or $2,000,000, whichever is less, and shall not exceed the total shareholders' equity of the issuing institution.

E. Money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 that (1) are "no-load" (meaning no commission or fee shall be charged on purchases or sales of shares); (2) have a constant net asset value per share of $1.00; (3) invest only in the securities and obligations authorized in the applicable California statutes and (4) have a rating of at least AAAm or the equivalent by at least two NRSROs. The aggregate investment in money market funds shall not exceed 20% of the City's total portfolio. The City shall use only those money market funds consisting of investments considered prudent in nature for any fiduciary.

F. Certificates of Deposit (CD) is authorized up to the maximum Federal Deposit Insurance Corporation (FDIC) legal limit amount per FDIC-insured institution.

INVESTMENT POOLS

The Local Agency Investment Fund (LAIF) is authorized under provisions in Section 16429.1 of the California Government Code. The City's participation in the pool was previously approved by the City Council and Agency Board.

The California Cooperative Liquid Assets Securities System Class (CLASS) is authorized under provisions in Section 53601(p) of the California Government Code, California public agencies may invest in shares of beneficial interest issued by a joint powers authority.

City Council review and approval is required prior to investment in any other local government investment pool or joint powers authority.

SAFEKEEPING OF SECURITIES

The City Treasurer (for the City) and the Director of Finance (for the Agency) shall select one or more banks to provide safekeeping and custodial services for the City. A Safekeeping Agreement approved by the City shall be executed with each custodian bank prior to utilizing that bank's safekeeping services.

Custodian banks will be selected on the basis of their ability to provide services for the City's account and the competitive pricing of their safekeeping related services.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. All securities shall be perfected in the name of the City. Sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investment securities, except non-negotiable Certificates of Deposit, Money Market Funds and LAIF, purchased by the City will be delivered by either book entry or physical delivery and will be held in third-party safekeeping by a City approved custodian bank, its correspondent bank or its Depository Trust Company (DTC) participant account.

All Fed wireable book entry securities owned by the City shall be held in the Federal Reserve System in a customer account for the custodian bank which will name the City as "customer."

All DTC eligible securities shall be held in the custodian bank's DTC participant account and the custodian bank shall provide evidence that the securities are held for the City as "customer."

DIVERSIFICATION

The City will diversify its investments by security type and investment to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. With the exception of bond reserve funds, bond escrow funds, and any other funds approved by the City Council, at all times at least 50% of the total portfolio shall mature in three years or less; at least 30% of the total portfolio shall mature in two years or less; and at least 20% of the portfolio shall mature in one year or less.

MAXIMUM MATURITIES

The City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, as approved by the City Council or Agency Board, as applicable, and otherwise allowed by law, the City will not directly invest in securities maturing more than five years from the date of trade settlement. Bond reserve funds, bond escrow funds, and any other funds approved by the City Council or Agency Board, as applicable, may be invested in securities exceeding five years if the maturities of such investments are made to coincide as nearly as possible with the expected use of the funds. The weighted average final maturity of the investment portfolio shall not exceed two and one-half years.

PERFORMANCE BENCHMARKS

The investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account prevailing market conditions, risk constraints for eligible securities, and cash flow requirements. The performance of the investment portfolio shall be compared to the average yield on the U.S. Treasury security that most closely corresponds to the investment portfolio's weighted average effective maturity. When comparing the performance of the investment portfolio, all fees involved with managing it shall be included in the computation of its rate of return net of fees.

BOND PROCEEDS

Proceeds of bond sales and debt service reserve funds and other bond-related monies (or funds) may be invested in any investments authorized under both California Government Code Section 53600, et. seq. and the applicable bond covenants related to a bond sale. Securities authorized by a bond covenant that are not authorized by this Policy will only be used if they are specifically approved by the City Council or Agency Board, as applicable. Unless otherwise approved by the City Council or Agency Board, as applicable, all securities will be held in third-party safekeeping with the bond trustee, and all delivery-versus-payment rules will apply. Fees will be collected annually to compensate for administration costs.

COMPETITIVE TRANSACTIONS

All investment transactions shall be conducted competitively with authorized broker/dealers. At least three broker/dealers shall be contacted for each transaction, except when purchasing new issue securities, and their bid or offering prices shall be recorded.

If the City is offered a security for which there is no other readily available competitive offering, then the City Treasurer (for the City) or the Director of Finance (for the Agency) will document quotations for comparable or alternative securities.

REPORTING REQUIREMENTS

The City Treasurer (for the City) and Director of Finance (for the Agency) shall render, at least quarterly, reports of investment activity to the City Council and Agency Board within 30 days following the end of the quarter. Each report will include the following information:

1. Investment type, issuer, date of maturity, par value and dollar amount invested in all securities, and investments and monies held by the City;
2. A description of the funds, investments and programs managed by contracted parties;
3. A market value as of the date of the report (or the most recent valuation as to assets not valued monthly) and the source of the valuation;
4. A statement of compliance with the investment policy or an explanation for non-compliance; and
5. A statement of the City's ability to meet expenditure requirements for six months, and an explanation of why money will not be available if that is the case.

INVESTMENT POLICY REVIEW

The City Treasurer (for the City), working with the Director of Finance (for the Agency),shall periodically review and make recommendations regarding the City's Investment Policy to ensure its consistency with the overall objectives of preservation of principal, liquidity, yield and diversification and its relevance to current law and economic trends. Amendments to this Investment Policy shall be approved by the City Council.

CITY OF MORGAN HILL

POLICY STATEMENT ON COLLATERALIZED TIME DEPOSITS

SCHEDULE I

Before the City Treasurer can place a time deposit with a local bank or savings and loan, the following criteria must be met:

1. The bank must provide the City with an executed copy of the "Contract for Deposit for Moneys" as specified in Section 53649 of the California Government Code.

2. The interest rate on the Time Certificate of Deposit must be competitive with rates offered by other banks and savings and loans and must exceed the interest rate for treasury bills for a similar maturity period.

3. For investments less than $250,000, FDIC insurance will be sufficient without requiring any collateral to be pledged with the Federal Reserve to secure the public fund deposit.

4. For investments exceeding $250,000, there may be a waiver of collateral for the first $250,000 deposited, and all of the funds placed on deposit must be collateralized by 110% of U.S. Treasury or Federal Agency securities, or by 150% of mortgages having maturities less than five years in accordance with Section 53652 of the California Government Code. The City must receive confirmation that these securities have been pledged in repayment of the time deposit. The securities pledged must be maintained at a current market value 10% greater than the dollar amount of the deposit.

5. The City must be given a current audited financial statement for the financial year just ended as well as the most recent quarterly statement of financial condition. The financial reports must both include a "statement of financial condition" as well as an "income statement" depicting current and prior year operations.

6. The City will not place a fund deposit for more than $2,000,000, or 10% of the assets of the institution, whichever is less.

7. The City must receive a certificate of deposit which specifically expresses the terms governing the transaction, (i.e., the period of time, name of depositor, interest rate, etc.).

8. All time certificates must have a maturity period not exceeding two years from the date of deposit with quarterly payments of interest based upon the stated interest rate.

9. The City must also receive a letter from the comptroller and/or treasurer of the bank at the time the deposit is made, that there is no known pending financial disclosure or public announcement of an adverse financial event involving the bank or savings and loan, nor is there any knowledge that a conflict of interest situation exists with any City official, officer or employee at the time the bank is receiving this deposit. The City has a fiduciary responsibility to make prudent investment of public funds, and to assure its investment practices are absent of any financial inducement or conflict in interest whatsoever.

10. Time deposits will only be made with qualified banks and savings and loans having branch office locations within Santa Clara County. However, time deposits with a bank or savings

and loan must be centralized at one designated office location rather than making separate deposits with each branch office.

CITY OF MORGAN HILL
POLICY CRITERIA FOR SELECTING BROKER/DEALERS
SCHEDULE II

1. Each approved broker/dealer must possess an authorizing certificate from the California Commissioner of Corporations as required by Section 25210 of the California Corporations Code.

   To be eligible, a firm must meet at least one of the following criteria:

   1. be recognized as Primary Dealers by the Federal Reserve Bank of New York or have a primary dealer within their holding company structure, or
   2. report voluntarily to the Federal Reserve Bank of New York, or
   3. qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (Uniform Net Capital Rule).

   The City Treasurer (for the City) and Director of Finance (for the Agency) will select broker/dealers on the basis of their expertise in public cash management and their ability to provide service to the account(s). Each authorized broker/dealer shall submit and annually update an approved Broker/Dealer Information Request form that includes the firm's most recent financial statements.

   The City Treasurer (for the City) and Director of Finance (for the Agency) shall determine if the broker/dealers are adequately capitalized, make markets on securities appropriate to the City's needs and are recommended by managers of portfolios similar to the City's. The City Treasurer (for the City) or Director of Finance (for the Agency) shall submit his findings and recommendations to the City Council or Agency Board, as applicable. As part of their periodic review of the Investment Policy, the City Council and Agency Board will determine which broker/dealers will be authorized to trade with the City.

   In the event that an external investment advisor is not used in the process of recommending a particular transaction in the City's or Agency's portfolio, authorized broker/dealers shall attest in writing that they have read and understand a copy of this Policy.

2. The net capital position of the firm shall be in excess of $100 million.

3. The intent of the City Treasurer (for City) and Director of Finance (for Agency) is to enter into a long-term relationship. Therefore, the integrity of the firm and the personnel assigned to our account is of primary importance.

5. The firm must provide an active secondary market for the securities it sells.

6. The firm must specify the types of securities it specializes in and will be made available for the City's account.

7. It is important that the firm provide related services that will enhance the account relationship which could include:

a) An active secondary market for its securities.
b) Internal credit research analysis on commercial paper, banker's acceptances and other securities it offers for sale.
c) Be willing to trade securities on the City's portfolio.
d) Be capable of providing market analysis, economic projections, newsletters.
e) Provide market education on new investment products, security spread relationships, graphs, etc.

8. The firm must be willing to provide annual financial statements.

9. If requested, the firm must be willing to provide a list of local government clients or other references, particularly those client relationships established within the State of California.

10. The City is prohibited from the establishment of a broker/dealer account for the purpose of holding the City's securities. All securities must be subject to delivery at the City's custodial bank.

11. Without exception, all transactions are to be conducted on a "'delivery vs. payment" basis.

12. The broker/dealer shall be headquartered or have a branch office in California. The City will not conduct security transactions with any firm located out of state.

13. The broker/dealer must have been in operation for more than 5 years.

14. No business relationship shall be established with firms primarily engaged in the sale of "exotic" products. Exotic means "unusually high yields," no ready secondary market, "high price volatility" on the security.

15. The firm must be registered with the State of California's regulatory agency.

16. No broker/dealer or security firm shall be selected who has made a political contribution to the City Treasurer or any member of the City Council or Agency Board or to any candidate for these offices.

Broker/Dealer Questionnaire

Name of Firm:

Address:

Telephone No.:

	Primary representative	**Manager**
Name:		
Title:		
Telephone No:		

1. Are you a recognized primary dealer in Government securities?

   ( ) Yes ( ) No

2. If so, how long has your firm been a primary dealer?
   _____ years.

3. Are you a retail or institutional broker?

4. What was your firm's total volume in U. S. Government and agency securities trading last year?

   Firm-wide $_____

   Your office $_____

5. Which instruments are offered regularly by your trading desk?

   ( ) T-bills ( ) BA's (domestic)

   ( ) T-notes and bonds ( ) BA's (foreign)

   ( ) Agencies (specify) ( ) Commercial Paper

   FFCB, FHLB, FNMA_____( ) Bank C. D.'s

FHLMC, SLMA, TVA, GNMA ____( ) S & L C. D.'s

WORLD BANK

( ) Repurchase Agreements

( ) Medium Term Corporate Notes

( ) Reverse Repurchase Agreements

( ) Mutual Funds (eligible for public investment)

6. Identify all personnel who will be trading with or quoting securities to the City.

Name	Title	Phone

7. Please identify your most directly comparable City/Local Agency clients in our geographical area.

Entity	Contact Person	Phone	Client Since

8. Is there anything in your background in the government securities business that makes you stand-out above the rest? Why should the City of Morgan Hill deal with you?

9 Have any of your public sector clients ever sustained a loss on a securities transaction arising from a misunderstanding or misrepresentation of the risk characteristics of a particular instrument? If so, please explain.

10. Has any public sector client ever claimed in writing that your firm was responsible for investment losses? Explain.

11. Has your firm consistently complied with the Federal Reserve's capital adequacy guidelines? Include certified documentation of your capital adequacy as measured by Federal Reserve standards.

12. Please provide certified financial statements and other statements regarding your firm's capitalization.

13. Please include samples of research reports that your firm regularly supplies to public sector clients.

14. Are you a Broker instead of a Dealer (i.e., you DO NOT own positions of securities)?

15. What reports, transactions, confirmations and paper trail would the City receive?

16. What training information would you provide to our employees and investment officers?

17. How many and what percentage of your transactions failed last month? Last year?

18. What portfolio information do you require from clients?

--CERTIFICATION--

I hereby certify that I have personally read the City of Morgan Hill's Investment Policy and the California Government Codes pertaining to the investments of the City of Morgan Hill, and have implemented reasonable procedures and a system of controls designed to preclude imprudent investment activities arising out of transactions conducted by our firm on behalf of the City of Morgan Hill, considering the City's investment objectives, strategies and risk constraints. We pledge to exercise due diligence in informing the City Treasurer and staff of all foreseeable risks associated with financial transactions conducted with our firm. I attest to the accuracy of our responses to the above questionnaire.

NOTE: Completion of this questionnaire is only part of the City of Morgan Hill's Certification process and DOES NOT guarantee that the applicant will be approved to do business with the City.

SIGNED
(Account Representative)

SIGNED
(Countersigned by Company President or person in charge of government securities operations.)

DATED

CITY OF MORGAN HILL

FIRMS AUTHORIZED TO CONDUCT INVESTMENT TRANSACTIONS

SCHEDULE III

The City is authorized to conduct investment security transactions with the following investment firms and broker/dealers, many of which are designated by the Federal Reserve as primary government dealers. Security transactions with firms other than those appearing on this list are prohibited.

A. Firms designated by the Federal Reserve as Primary Government Dealers:

ASL Capital Markets Inc.
Bank of Montreal, Chicago Branch
Bank of Nova Scotia, New York Agency
~~BMO Capital Markets Corp.~~
BNP Paribas Securities Corp.
Barclays Capital Inc.
BofA Securities, Inc.
Cantor Fitzgerald & Co.
Citigroup Global Markets Inc.
~~Credit Suisse Securities (USA) LLC~~
Daiwa Capital Markets America Inc.
Deutsche Bank Securities Inc.
Goldman, Sachs & Co.
HSBC Securities (USA) Inc.
Jefferies ~~& Company, Inc.~~LLC
J.P. Morgan Securities, LLC
~~Merrill Lynch, Pierce, Fenner & Smith, Inc.~~
Mizuho Securities USA, LLC~~Inc.~~
Morgan Stanley ~~Smith Barney~~& Co. LLC
NatWest Markets Securities Inc.
Nomura Securities International, Inc.
RBC Capital Markets, LLC
~~RBS Securities Inc.~~
Santander US Capital Markets LLC
Societe Generale, New York Branch
TD Securities (USA) LLC
UBS Securities, LLC
Wells Fargo Securities, LLC

B. Other authorized firms:

D. A. Davidson and Company

Fundamental Capital Markets
Morgan Keegan & Company, Inc.
UnionBanc Investment Services
U.S. Bank Investment Services

CITY OF MORGAN HILL *SCHEDULE IV*

Authorized Investments Ranked by Authority and Degree of Risk

June 7, 2023

AUTHORIZED INVESTMENTS	DIVERSIFICATION	PURCHASE RESTRICTIONS
U.S. TREASURY BILLS & NOTES	No Limit	No Limit
DREYFUSS TREASURY CASH MANAGEMENT FUND	No Limit	No Limit
U.S. GOVERNMENT AGENCIES AND GOVERNMENT SPONSORED ENTERPRISES	No Limit	No Limit
LOCAL AGENCY INVESTMENT FUND	No Limit	Maximum Set by Gov't Code
CALIFORNIA CLASS	Max ~~10~~20% of portfolio	No Limit
TIME DEPOSITS	Max 5% of portfolio	Max $2 million per institution Collateral = 110% to 150%
MONEY MARKET MUTUAL FUNDS	Max 20% of portfolio	No Limit
REPURCHASE AGREEMENTS	Not Authorized	Not Authorized
BANKERS' ACCEPTANCES	Not Authorized	Not Authorized
COMMERCIAL PAPER	Not Authorized	Not Authorized
MEDIUM-TERM CORPORATE NOTES	Not Authorized	Not Authorized
NEGOTIABLE CD'S	Max 5% of portfolio	Up to FDIC insured legal limit per FDIC insured institution
REVERSE REPURCHASE AGREEMENTS	Not Authorized	Not Authorized
ASSET BACKED SECURITIES	Not Authorized	Not Authorized
STATE & LOCAL INDEBTEDNESS	Not Authorized	Not Authorized

GLOSSARY

AGENCY: Debt issued by an agency of the federal government that is explicitly guaranteed by the full faith and credit of the United States government. The Government National Mortgage Association (GNMA or Ginnie Mae), is an example of an agency issuer.

ASKED: The price at which securities are offered. (The price at which a firm will sell a security to an investor.)

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BASIS POINT: One one-hundredth of a percent (i.e., 0.01%).

BID: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.)

BROKER: A broker brings buyers and sellers together for a commission. A broker does not take a position.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COUPON: a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for its own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value (e.g., U.S. Treasury Bills).

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FANNIE MAE (FNMA): FNMA was chartered under the Federal National Mortgage Association Act in 1938. The corporation's purpose is to purchase and securitize mortgages in order to ensure that funds are consistently available to the institutions that lend money to home buyers. It is the largest single provider of residential mortgage funds in the United States. On September 7, 2008, Fannie Mae was placed into conservatorship of the FHFA. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions (e.g. S&L's, Small business firms, students, farmers, farm cooperatives, and exporters).

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A Federal agency that insures bank deposits, currently up to $250,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks.

FEDERAL INSTRUMENTALITY SECURITY: Debt issued by a government sponsored enterprise that carries an implicit guarantee of the United States government. Examples of instrumentality issuers include the Federal National Mortgage Association (FNMA or Fannie Mae), the Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac), the Federal Home Loan Banks (FHLB), and the Federal Farm Credit Bank (FFCB).

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C.; 12 regional banks and about 5,700 commercial banks are member of the system.

GINNIE MAE (GNMA): GNMA was created by the United States Federal Government through a 1968 partition of the Federal National Mortgage Association to provide guarantees on mortgage-backed securities (MBS) backed by federally insured or guaranteed loans. Ginnie Mae securities are the only MBS that are backed by the full faith and credit of by the United States government.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL GOVERNMENT INVESTMENT POOL: A local government investment pool is an investment option offered to public entities for the aggregate investment of public funds from political subdivisions. The funds are placed in the custody of the manager, frequently a State Treasurer, for investment and reinvestment. These pools are investments tools that offer safety with a competitive yield and their managers are vested with a public trust that the pool will maintain liquidity, diversity, and follow the investment pool's guidelines.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MARKET REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

OFFER: The price asked by a seller of securities. (When you are buying securities,

you ask for an offer.) See "Asked" and "Bid".

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit: Sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker/dealers, banks and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states, the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state--the so-called "legal list". In other states, the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity; on a bond, the current income return.

REPURCHASE AGREEMENT (RP or REPO): a holder of securities sells these securities to an investor with an agreement to purchase them at a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three month, six months or one year.

TREASURY BOND: Long-term U.S. Treasury securities having initial maturities of more than 10 years.

TREASURY NOTES: Intermediate-term coupon bearing U.S. Treasury securities having initial maturities of from one year to ten years.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD or YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

CITY OF MORGAN HILL

City Council

Meeting Minutes

Mark Turner	-	*Mayor*
Marilyn Librers	-	*Mayor Pro Tem*
Gino Borgioli	-	*Council Member*
Rene Spring	-	*Council Member*
Yvonne Martinez Beltran	-	*Council Member*

Wednesday, January 17, 2024 6:00 PM

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

CALL TO ORDER

Mayor Turner called the City Council meeting to order at 6:00 p.m.

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.

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

YAC Presentation

Trusted Response Urgent Support Team (TRUST) Presentation

CITY COUNCIL REPORTS

Mayor Mark Turner spoke about the Library District and shared that they will be creating spaces that will be thematically designed to help young readers at an early age. Each of the seven libraries in the district will have a different theme. The South County Youth Taskforce (SCYTF) Policy Committee meeting took place this morning. He shared that the restorative justice program for South County youth is showing good success. He mentioned that he has been appointed to the Cal Cities public safety policy committee. The public safety committee will be looking at making recommendations to changes to Prop 47, addressing retail theft and the fentanyl crisis, along with other concerns. He will be attending the Cal Cities 2024 Legislators Address on Friday, January 26th, in Palo Alto. He announced that on Wednesday, March 13th, he will hold the State of the City Address at 6:30 p.m. at the Morgan Hill Community Playhouse. He concluded by reading a commendation for Team D of the Morgan Hill Police Department for their outstanding work.

CITY MANAGER'S REPORT

City Manager Christina Turner announced the upcoming Community Police Academy. She shared that the next scheduled Council meeting will be our Annual goal-setting workshop on Friday, February 2nd, and Saturday, February 3rd, starting at 9:00 a.m. each day in the council chamber. She concluded by introducing the City's newly hired and promoted teammates, as well as announcing the recently retired teammates.

CITY ATTORNEY'S REPORT

None.

OTHER REPORTS

Council Member Martinez Beltran shared that the VTA PAC Committee was canceled this week. She will be attending the Latino Caucus board retreat for the League of Cities, where she sits on the Executive Board, through this weekend. She also sits on the Executive Board for the League of Cities Peninsula Division and announced the legislative address in Palo Alto.

PUBLIC COMMENT

Public comment opened at 6:38 p.m. The following people were called to speak:
Joe Baranowski
Kathy Chavez Napoli
There being no further requests to speak, public comment closed.

ADOPTION OF AGENDA

MOTION:
Adopting the agenda as posted.

RESULT:	Passed
MOVER:	Council Member Borgioli
SECONDER:	Council Member Spring
AYES:	Council Member Spring, Council Member Borgioli, Council Member Martinez Beltran, Mayor Turner, Mayor Pro Tem 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 1 through 3, 5 through 7, and 13.

RESULT:	Passed
MOVER:	Council Member Borgioli
SECONDER:	Council Member Spring
AYES:	Council Member Spring, Council Member Borgioli, Council Member Martinez Beltran, Mayor Turner, Mayor Pro Tem Librers
NAYS:	None
ABSTAIN:	None
ABSENT:	None

1. ADOPT ORDINANCE 2351, NEW SERIES, AMENDING SECTIONS 2.04.020 SALARY OF COUNCIL MEMBERS AND 2.04.030 SALARY OF THE MAYOR OF THE CHAPTER 2.04 CITY COUNCIL OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL

Recommendation:

Waive the reading, adopt Ordinance No. 2351, 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.

2. APPROVE ARTIST AND ARTWORK FOR GALVAN PARK RESTROOM

Recommendation:

1. Approve the selection of artist Abigail Dunnivan and artwork on the Galvan Park Restroom; and
2. Authorize the City Manager to execute and administer artist agreement for the artwork.

3. APPROVE SECOND AMENDMENT TO ON-CALL REPAIR CONTRACT WITH GOLDEN BAY CONSTRUCTION FOR A NEW TOTAL COMPENSATION UP TO $950,000

Recommendation:

Authorize the City Manager to execute a second amendment to the on-call water and sewer repair contract with Golden Bay Construction with compensation up to $950,000.

5. APPROVE THE FINAL MAP FOR THE KERLEY RESIDENTIAL PROJECT - TRACT NO. 10609 (19380 MONTEREY ROAD WITH ASSESSOR PARCEL NUMBERS 726-42-001 AND 726-42-002) AND RELATED SUBDIVISION IMPROVEMENTS AGREEMENT

Recommendation:

1. Approve the Final Map;
2. Authorize the City Manager to execute the Subdivision Improvements Agreement with CIVIC MONTEREY ROAD, LLC; and
3. Authorize the recordation of the Final Map and Subdivision Improvements Agreement.

6. APPROVE THE DECEMBER 6, 2023 CITY COUNCIL MEETING MINUTES

Recommendation:
Approve Minutes.

7. AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENT WITH ACT PRIVATE SECURITY & INVESTIGATIONS INC. FOR SECURITY SERVICES

Recommendation:
Authorize the City Manager to execute and administer a two and a half year agreement with ACT Private Security & Investigations Inc, in the amount of $155,000 for security services.

13. APPROVE STATE OF CALIFORNIA, OFFICE OF EMERGENCY SERVICES' UNIVERSAL RESOLUTION DESIGNATING APPLICANT'S AGENT FOR DISASTER ASSISTANCE

Recommendation:

1. Designate City Manager, Finance Director, or Senior Accountant to submit for Disaster Assistance to the State of California, Office of Emergency Services, for the purpose of obtaining certain federal financial assistance; and
2. Direct the City Clerk to certify the Designation of Applicant’s Agency Resolution to the State of California, Office of Emergency Services.

ITEMS PULLED FOR DISCUSSION

4. APPROVE THE FINAL MAP FOR THE LUMBER YARD PHASE 2 PROJECT – TRACT NO. 10621 (DEPOT STREET AND EAST DUNNE AVENUE), AND THE FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENTS AGREEMENT FOR THE LUMBER YARD PHASE 1 – TRACT NO. 10541

Recommendation:

1. Approve the Final Map for the Lumber Yard Phase 2 Project (Tract No. 10621);
2. Authorize the recordation of the Lumber Yard Phase 2 Final Map;
3. Approve the First Amendment to the Subdivision Improvements Agreement for the Lumber Yard Phase 1 Project (Tract No. 10541);
4. Authorize the City Manager to execute the First Amendment to the Lumber Yard Phase 1 Subdivision Improvements Agreement with MH LUMBERYARD 49, LLC; and
5. Authorize the recordation of the First Amendment to the Subdivision Improvements Agreement.

Senior Engineer Maria Angeles answered questions.

Public comment opened at 6:48 p.m. There being no requests to speak, public comment closed.

MOTION:

Approving the recommended actions.

RESULT:	Passed
MOVER:	Council Member Tem Spring
SECONDER:	Council Member Borgioli
AYES:	Council Member Spring, Council Member Borgioli, Council Member Martinez Beltran, Mayor Turner, Mayor Pro Tem Librers
NAYS:	None
ABSTAIN:	None
ABSENT:	None

8. AWARD AQUATICS CENTER RECREATION POOL REPLASTERING PROJECT

Recommendation:

1. Award contract to Earl Adams Tile - Coping & Plastering, Inc. dba Adams Pool Solutions in the amount of $137,262 and contingency funds not to exceed $27,452; and

2. Authorize the City Manager to execute and administer that certain construction contract with Earl Adams Tile - Coping & Plastering, Inc. dba Adams Pool Solutions.

Maintenance Manager Keri Russell and Public Services Director Chris Ghione answered questions.

Public comment opened at 6:51 p.m. There being no requests to speak, public comment closed.

MOTION:
Approving the recommended actions.

RESULT:	Passed
MOVER:	Council Member Martinez Beltran
SECONDER:	Mayor Pro Tem Librers
AYES:	Council Member Spring, Council Member Borgioli, Council Member Martinez Beltran, Mayor Turner, Mayor Pro Tem Librers
NAYS:	None
ABSTAIN:	None
ABSENT:	None

9. AWARD COMMUNITY PARK DG PATHWAYS PROJECT
Recommendation:

1. Award Decomposed Granite (DG) Pathways Project to Angkor Engineering, Inc. in the amount of $51,825 and contingency funds not to exceed $25,913; and
2. Authorize the City Manager to execute and administer that certain construction contract with Angkor Engineering, Inc.

Maintenance Manager Keri Russell and Public Services Director Chris Ghione answered questions.

MOTION:
Approving the recommended actions.

RESULT:	Passed
MOVER:	Council Member Borgioli
SECONDER:	Council Member Spring
AYES:	Council Member Spring, Council Member Borgioli, Council Member

	Martinez Beltran, Mayor Turner, Mayor Pro Tem Librers
NAYS:	None
ABSTAIN:	None
ABSENT:	None

Public comment opened at 6:55 p.m. There being no requests to speak, public comment closed.

11. PURCHASE OF MOBILE OFFICE SPACE FOR AQUATICS CENTER AND OUTDOOR SPORTS CENTER USE

Recommendation:

1. Approve the purchase of mobile office space for $100,000; and
2. Authorize the City Manager to execute necessary agreements to complete the purchase with approval of the City Attorney.

Public Services Director Chris Ghione and Deputy Director for Engineering Scott Creer answered questions.

Public comment opened at 7:03 p.m. There being no requests to speak, public comment closed.

MOTION:

Approving the recommended actions.

RESULT:	Passed
MOVER:	Council Member Martinez Beltran
SECONDER:	Council Member Spring
AYES:	Council Member Spring, Council Member Borgioli, Council Member Martinez Beltran, Mayor Turner, Mayor Pro Tem Librers
NAYS:	None
ABSTAIN:	None
ABSENT:	None

The meeting recessed at 7:03 p.m. and reconvened at 7:10 p.m.

12. RECEIVE MONTHLY BUDGET UPDATE AND NOVEMBER 2023 FINANCIAL AND INVESTMENT REPORTS

Recommendation:

Accept and file report.

Finance Director Dat Nguyen provided a report and answered questions.

Public comment opened at 7:29 p.m. There being no requests to speak, public comment closed.

Report received.

10. PAVEMENT CONDITION UPDATE AND PAVEMENT REHABILITATION PLANNING UPDATE

Recommendation:
Receive updates.

Public Services Director Chris Ghione and City Engineer Scott Creer answered questions.

Public comment opened at 7:29 p.m.
Joe Baranowski was called to speak.
There being no further requests to speak, public comment closed.

Report received.

OTHER BUSINESS

14. ADOPT RESOLUTION FOR AN EXCEPTION TO THE 180-DAY WAITING PERIOD TO APPOINT RETIRED ANNUITANT, ANDREW CRABTREE, TO SERVE AS TEMPORARY EXTRA HELP (GOVERNMENT CODE SECTIONS 7522.56 AND 21224) IN THE DEVELOPMENT SERVICES DEPARTMENT TO PERFORM WORK AS A RETIRED ANNUITANT

Recommendation:
Adopt Resolution for an exception to the 180-day waiting period to appoint Andrew Crabtree, a retired annuitant, to serve as temporary extra help (Government Code Sections 7522.56 and 21224) in the Development Services Department to perform work as a Retired Annuitant.

City Manager Christina Turner provided the report.

Public comment opened at 7:46 p.m. There being no requests to speak, public comment closed.

MOTION:
Approving the recommended action.

RESULT:	Passed
MOVER:	Council Member Martinez Beltran
SECONDER:	Council Member Borgioli
AYES:	Council Member Spring, Council Member Borgioli, Council Member

	Martinez Beltran, Mayor Turner, Mayor Pro Tem Librers
NAYS:	None
ABSTAIN:	None
ABSENT:	None

The meeting recessed at 7:46 p.m. and reconvened at 7:52 p.m.

15. PROVIDE DIRECTION REGARDING CITY COUNCIL TERM LIMITS AND MAYORAL TERM

Recommendation:

1. Provide direction to staff regarding the drafting of an ordinance creating term limits that would be submitted to the voters in November 2024; and
2. Provide direction to staff regarding the mayoral term.

City Clerk Michelle Bigelow provided the report and presentation.

Public comment opened at 8:21 p.m. The following people were called to speak:
Kathy Chavez Napoli
Joe Baranowski
Armando Benavides
Bryan Espiritu
Scott Stotler
There being no further requests to speak, public comment closed.

MOTION:
Direct staff to continue the item to a meeting in February or March.

RESULT:	Passed
MOVER:	Council Member Spring
SECONDER:	Council Member Martinez Beltran
AYES:	Council Member Spring, Council Member Borgioli, Council Member Martinez Beltran, Mayor Turner, Mayor Pro Tem Librers
NAYS:	None
ABSTAIN:	None
ABSENT:	None

FUTURE COUNCIL INITIATED AGENDA ITEMS

Council Member Martinez Beltran would like to review the YMCA partnership. She

would also like to hear about the $1 million shortfall in Development Services.

CLOSED SESSION
City Attorney Donald Larkin announced the closed session item.

THREAT TO PUBLIC SERVICES OR FACILITIES (§ 54957)
Consultation with: Morgan Hill Police Department, Chief of Police

OPPORTUNITY FOR PUBLIC COMMENT
Public comment opened at 9:15 p.m. There being no requests to speak, public comment closed.

The meeting adjourned to closed session at 9:15 p.m.

ADJOURNMENT
There being no further business, Mayor Turner adjourned the meeting at 10:24 p.m.

Minutes Prepared by:
Michelle Bigelow, City Clerk

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: February 21, 2024

PREPARED BY:
Mario Ramirez, Police Captain
APPROVED BY: City Manager

AWARD THE POLICE DEPARTMENT EXPANSION PROJECT TO JAHN PLUMBING, INC. IN THE AMOUNT OF $229,221 AND THE CONTINGENCY NOT TO EXCEED $22,922

RECOMMENDATION(S)

1. Award the Police Department Expansion Project to Jahn Plumbing, Inc. in the amount of $229,221; and authorize the expenditure of contingency funds not to exceed $22,922; and
2. Authorize the City Manager to execute and administer that certain construction contract with Jahn Plumbing, Inc.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities
Enhancing Public Safety
Maintaining and Enhancing Infrastructure

2022-2023 Strategic Priorities
Fiscal Sustainability

Guiding Documents
Public Safety Master Plan

REPORT NARRATIVE:

The purpose of this item is to provide the City Council with an opportunity to consider the award of a contract to Jahn Plumbing, Inc. in the amount of $229,221 to complete the Police Department expansion. The scope of work for the Police Department expansion project includes all the labor and materials necessary to renovate 6,080 square feet of office space located at the north end of the Police Department. This area was previously subleased as commercial office space. The renovations will add additional office space to the Police Department, which will house the Police Department's special operations and traffic units.

In soliciting bids for this contract, the City published a Notice Inviting Bids in the Morgan Hill Times on December 1, 2023. Staff also posted the bid documents on the City

Website, and the Public Purchase Online Service. The bid documents were also sent to the Builders Exchange of Santa Clara County, San Francisco Builders Exchange, Construction BidBoard, and Dodge and Data Analytics. A bid solicitation was issued on December 1, 2023. A non-mandatory pre-bid job walk was open to all bidders based on scheduling by Police Department staff. On January 10, 2024, five bids were received, ranging from $229,221 to $377,000. See the attached bid log (Attachment 1).

Staff is recommending awarding the project to Jahn Plumbing, Inc., the apparent lowest bidder, at $229,221. Jahn Plumbing, Inc., has almost 20 years of experience in renovating current structures, including the remodeling of 19 portables for the Linden Unified School District, the renovation of existing restrooms for the Franklin McKinley School District, and the moving of portable classrooms onsite and upgrading the interior for the Oak Grove School District. Staff is recommending that the Council award the contract to Jahn Plumbing, Inc. in the amount of $229,221 and authorize the City Manager to execute and administer the agreement (Attachment 2). In addition to authorizing the contract amount of $229,221, staff is also recommending a 10% contingency amount of $22,922. The total authorization with the contingency would be $252,143.

COMMUNITY ENGAGEMENT:
Inform
This staff report servers to inform the community of the Police facility expansion project.

ALTERNATIVE ACTIONS:
Not applicable

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
Not applicable

FISCAL AND RESOURCE IMPACT:
If approved, the total funding authorization for this contract will be $252,143, which includes the contract amount of $229,221 and a 10% contingency of $22,922. This project is funded in the Adopted FY22-28 Capital Improvement Program (Project No. 228020).

CEQA (California Environmental Quality Act):
Categorical Exemption

The activities described in this staff report are categorically exempt under CEQA, specifically pursuant to Section 15301 (c) 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.

BID ABSTRACT:
Project: Morgan Hill Police Department Expansion Project
Project#: PF2002
Bid Opening Date & Time: 1/17/2024 @ 2:00pm

Bid Item #	Description	Quantity	Unit	Engineer's Estimate (Includes construction contingency) Unit Price	Engineer's Estimate Extended Price:	Dynamic Trades, Inc. Unit Price	Dynamic Trades, Inc. Extended Price:	Jahn Plumbing, Inc. dba West Coast Plumbing Unit Price	Jahn Plumbing Extended Price:	Tucker Construcyion, Inc. Unit Price	Tucker Extended Price:	Selway Construction, Inc. Unit Price	Selway Extended Price:	RK & Associated, Inc. Unit Price:	RK & Associated Extended Price:
1	Morgan Hill Police Department Expansion Project	1	LS		$ 150,000.00	$ 247,055.00	$ 247,055.00		$ 214,221.00	$ 293,500.00	$ 293,500.00	$ 376,000.00	$ 376,000.00	$ 362,000.00	$ 362,000.00
2	Supplemental Work (Revokable)	1	LS	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00		$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
				Bid Schedule Total:	**$ 165,000.00**		**$ 262,055.00**		**$ 229,221.00**		**$ 308,500.00**		**$ 391,000.00**		**$ 377,000.00**
				% Over Engineer's Estimate:	-		58.82%		38.92%		86.97%		136.97%		128.48%
				% Over Low Bid:	-		0.00%		-12.53%		17.72%		49.21%		43.86%

CITY OF MORGAN HILL

SEALED BID OPENING LOG SHEET

Project: **Morgan Hill Police Department Expansion Project**

Project Manager: **Mario Ramirez/ Chris Woodrow/ Yat Cho**

Date: **Tuesday, January 17, 2024**

Time: **2:00 p.m.**

Bidder's Name	Bid Amount
1. Jahn Plumbing	$ 229,221.00
2. Tucker Construction	$ 308,500.00
3. Dynamic Trades, Inc.	$ 247,055.00
4. Selway Construction	$ 376,000.00
5. RK & Associates, Inc.	$ 377,000.00
6.	$
7.	$
8.	$
9.	$
10.	$

Signed: Yat Cho

CONTRACT

This public works contract ("Contract") is entered into by and between the City of Morgan Hill ("City") and Jahn Plumbing, Inc. ("Contractor") for work on the Morgan Hill Police Department Expansion Project ("Project").

The parties agree as follows:

1. **Award of Contract**. In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct on the Project. On February 21, 2024, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.

2. **Contract Documents**. The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.

   2.1 Notice Inviting Bids;
   2.2 Instructions to Bidders;
   2.3 Addenda, if any;
   2.4 Bid Proposal and attachments thereto;
   2.5 Contract;
   2.6 Payment and Performance Bonds;
   2.7 General Conditions;
   2.8 Special Conditions;
   2.9 Project Plans and Specifications;
   2.10 Change Orders, if any;
   2.11 Notice of Award;
   2.12 Notice to Proceed; and
   2.13 The following: Uniform Building Code, City Standards

3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor Two-Hundred-Twenty-Nine-Thousand-and-Two-Hundred-Twenty-One-Dollars ($229,221.00) (the "Contract Price"), for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 60 calendar days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of One-Thousand-Dollars ($1,000.00) per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract Price will be reduced accordingly.

7. **Labor Code Compliance.**

   7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.

   7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at http://www.dir.ca.gov/DLSR.

   7.3 **DIR Registration.** City will not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code Section 1725.5, subject to limited legal exceptions.

8. **Workers' Compensation Certification.** Pursuant to Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

9. **Conflicts of Interest**. Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code Section 1090 *et seq*., or the Political Reform Act, as set forth in Government Code Section 81000 *et seq*. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. **Notice.** Any notice required by the Contract Documents must be made in writing, signed, dated, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

City:

City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
Phone: (409) 779-7259
Attn: City Clerk
Email: michelle.bigelow@morganhill.ca.gov
Copy to: yat.cho@morganhill.ca.gov

Contractor:

Name:_____
Address:_____
City/State/Zip:_____
Phone:_____
Attn:_____
Email:_____
Copy to:_____

12. **General Provisions.**

12.1 Assignment and Successors. Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.

12.2 Third Party Beneficiaries. There are no intended third-party beneficiaries to this Contract.

12.3 Governing Law and Venue. This Contract will be governed by California law and venue will be in the Superior Court of Santa Clara County, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure Section 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Santa Clara County, California.

12.4 Amendment. No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

12.5 Integration. This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.

12.6 Severability. If any provision of the Contract Documents, is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.

12.7 Iran Contracting Act. If the Contract Price exceeds $1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code Section 2200 *et seq*. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

12.8 Authorization. Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code Section 313. If Contractor is a partnership, signature by a general partner with authority to bind the partnership is required. If Contractor is a limited liability company (LLC), a signature by a member or manager with authority to bind the LLC is required.

12.9 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.

[Signatures are on the following page.]

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.

The parties agree to this Contract as witnessed by the signatures below:

CITY OF MORGAN HILL:

_____
Christina J. Turner
City Manager

Date: _____

Attest:

_____
Michelle Bigelow
City Clerk

Date: _____

Approved as to Form:

_____
Donald A. Larkin
City Attorney

Date: _____

CONTRACTOR:
JAHN PLUMBING, INC.

_____
Signature

_____
Name/Title [print]

Date: _____

Corporate entities must provide a second signature:

_____
Signature

_____
Name/Title [print]

Date: _____

_____
Contractor's License Number(s)

_____
Expiration Date(s)

Seal:

_____
Contractor's DIR Registration Number(s)

_____
Expiration Date

END OF CONTRACT

PAYMENT BOND

The City of Morgan Hill ("City") and Jahn Plumbing, Inc. ("Contractor") have entered into a contract for work on the Morgan Hill Police Department Expansion Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____ _____, its surety ("Surety"), are bound to City as obligee in an amount not less than _____ Dollars ($_____) ("Bond Sum"), under California Civil Code Sections 9550, *et seq*., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor

2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code Section 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors, under California Unemployment Insurance Code Section 13020, with respect to the work and labor, then Surety will pay the obligation.

3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code Section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.

4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.

5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code Sections 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code Section 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

6. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be 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.

7. **Effective Date; Execution.** This Bond is entered into and is effective on _____, 20__.

SURETY:

s/ _____

Name: _____

Title: _____

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

s/ _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By:_____
Donald A. Larkin, City Attorney

Date:_____

END OF PAYMENT BOND

PERFORMANCE BOND

The City of Morgan Hill ("City") and Jahn Plumbing, Inc. ("Contractor") have entered into a contract for work on the Morgan Hill Police Department Expansion Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____ _____, its surety ("Surety"), are bound to City as obligee for an amount not less than _____ Dollars ($_____) (the "Bond Sum") to ensure Contractor's faithful performance of its obligations under the Contract. By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, to the provisions of this Bond.

2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations under this bond will remain in full force and effect.

3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code Sections 2819 and 2845.

4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.

5. **Contractor Default.** Upon written notification from City that Contractor is in default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:

   5.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
   5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds

issued by an admitted surety as required by the Contract Documents, at Surety's expense, or

5.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.

6. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.

7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

   Attn: _____
   Address: _____
   City/State/Zip: _____
   Phone: _____
   Fax: _____
   Email: _____

8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be 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.

[Signatures are on the following page.]

9. Effective Date; Execution. This Bond is entered into and effective on _____, 20___.

SURETY:

s/ _____

Name: _____

Title: _____

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

s/ _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By:_____
Donald A. Larkin, City Attorney

Date:_____

END OF PERFORMANCE BOND

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: February 21, 2024

PREPARED BY:
Kristian Wallace, Associate Engineer
APPROVED BY: City Manager

AWARD MADRONE CHANNEL TRAIL IMPROVEMENTS PHASE II PROJECT TO BEALS MARTIN AND ASSOCIATES, INC. IN THE AMOUNT OF $497,327 AND A CONTINGENCY NOT TO EXCEED $49,733, AND ADOPT RESOLUTION AMENDING THE FISCAL YEAR 2023-24 BUDGET TO RECOGNIZE $335,000 AS GRANT REVENUE AND APPROPRIATE AN ADDITIONAL $190,000 IN THE PARK IMPACT FUND (301) , FOR THE MADRONE CHANNEL TRAIL IMPROVEMENTS PHASE II PROJECT

RECOMMENDATION(S)

1. Adopt resolution amending the Fiscal Year 2023-24 Budget to recognize $335,000 as grant revenue and appropriate an additional $190,000 in the Park Impact Fund (301), for the Madrone Channel Trail Improvements Phase II Project;
2. Approve the Madrone Channel Trail Improvements Phase II Project Plans and Specifications;
3. Award contract to Beals Martin and Associates, Inc. for the Madrone Channel Trail Improvements Phase II Project in the amount of $497,327;
4. Authorize expenditure of construction contingency funds not to exceed $49,733; and
5. Authorize the City Manager to execute and administer the construction contract with Beals Martin and Associates, Inc.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities
Maintaining and Enhancing Infrastructure
Supporting our Youth, Seniors, and Entire Community

2022-2023 Strategic Priorities
Economic Development
Transportation

Guiding Documents
Bikeways, Trails, and Recreation Master Plan

REPORT NARRATIVE:
The Madrone Channel Trail has been identified in the Bikeways, Trails, Park and Recreation Master Plan as a key improvement for the City's Bikeway System. The trail extends the length of the City adjacent to Highway 101 from Cochrane Road to Tennant Avenue and is utilized as a trail through a joint use agreement with Valley Water (Attachment 1). In 2021, phase I of the Madrone Channel Trail project was constructed and involved paving the trail between Cochrane Road and East Main Avenue. Phase II will complete the paved trail from East Main Avenue to Tennant Avenue.

The Madrone Channel Trail Improvements Phase II project was advertised in December 2023. Phase II of the project will complete the paving of the trail from East Main Avenue to Tennant Avenue. The base bid scope of work includes the paving of approximately 1.8 miles of 7-foot-wide Class I Trail with a 2-foot-wide aggregate base shoulder.

The bid opening was held on January 18, 2024, and the bid results are as follows:

Bidder	**Base Bid**
Always Paving, Inc.	$ 462,725
Beals Martin and Associates, Inc.	$ 497,327
Silicon Valley Paving, Inc.	$ 580,000
GradeTech, Inc.	$ 607,429
Costal Paving & Excavating, Inc.	$ 639,140
Galeb Paving, Inc.	$ 640,613
Tri Valley Excavating Co., Inc.	$ 657,347
McKim Corporation	$ 664,452
R&M Paving Contractors, Inc.	$ 693,000
Irish Excavation	$ 715,213
Joseph J. Albanese, Inc.	$ 788,400
Innovate Concrete, Inc.	$ 794,767.40
Precision Grade, Inc.	$ 931,835
Wattis Construction Co., Inc.	$ 978,555
QLM, Inc.	$ 1,087,761*

*The construction base bid total was corrected due to calculation error.

The bid proposals received were structured such that the lowest base bid was the lowest

responsible bidder. The apparent low bidder at the time of opening was Always Paving, Inc. However, Always Paving, Inc. withdrew their bid after the opening due to a mathematical error in their bid. This resulted in the lowest responsible bidder for this project being Beals Martin and Associates, Inc.

Beals Martin and Associates, Inc.'s bid is approximately 2.11% lower than the engineer's estimate of $508,000. Beals Martin and Associates is an experienced contractor and has the necessary qualifications to do this project. Staff recommends the award of the contract to Beals Martin and Associates, Inc. in the amount of $497,327 with a 10% contingency for this project. The project is scheduled to begin in May 2024 and be completed by September 2024, assuming no significant delays.

The plans and specifications are available for review on the City's webpage.

COMMUNITY ENGAGEMENT:

Involve and Inform

Adding a paved bike and pedestrian trail to the Madrone Channel Trail was discussed and brought forward by Community members during the development of the City's Bikeways, Trails, Parks and Recreation Master Plan. The local Morgan Hill Bicycle and Pedestrian Advocacy Group has advocated for a paved pathway on the Madrone Channel Trail to support a better connection from the Downtown to the northwestern section of Morgan Hill and the Coyote Creek Trailhead. During construction, staff will inform the Community regarding the progress of this project using media, social media, and the City's website.

ALTERNATIVE ACTIONS:

City Council may elect not to award this construction contract and direct staff to re-bid the project in hopes of obtaining a lower bid proposal. However, this does not guarantee that the new bid amounts will be lower and would delay the project by a minimum of four months. This project is also grant funded, which may cause additional delays or risks to funding, if re-bidding the project is to be completed.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

July 20, 2017 – Adopted the Bikeways, Trails, Parks and Recreation Master Plan.

January 23, 2019 – Resolution Authorizing Santa Clara Valley Water District Safe, Clean Water Grant Application.

May 15, 2019 – Adopt Resolution Authorizing Transportation Development Act Article 3 Grant Application.

February 19, 2020 – Approve Funding Agreement and Budget Amendment for Madrone Channel Trail Improvements Project Grant.

FISCAL AND RESOURCE IMPACT:

The overall total cost for the project is $553,423 and includes construction, project implementation, tree planting outside of the scope of work for this project, permit fees, design, and other construction related expenses.

The adopted Capital Improvement Program for this project (#PR1003) includes a budget of $363,423, and with an additional appropriation of $190,000, this project will be fully funded (Attachment 2).

Out of the overall total cost of $553,423, $455,000 will be reimbursed through two grants, and the remaining $98,423 would be funded from the Park Impact Fund (301), where there are sufficient funds to cover this portion. Of the $455,000 in reimbursable funds, $120,000 from the Safe, Clean Water Grant has been rolled over from the Madrone Channel Trail Improvements Phase I Project, and the other $335,000 has been funded by the Santa Clara Valley Transportation Authority (VTA) 2016 Measure B Bicycle and Pedestrian Capital Projects Competitive Grant Program for this phase of the project. The table below outlines the appropriations and funding sources.

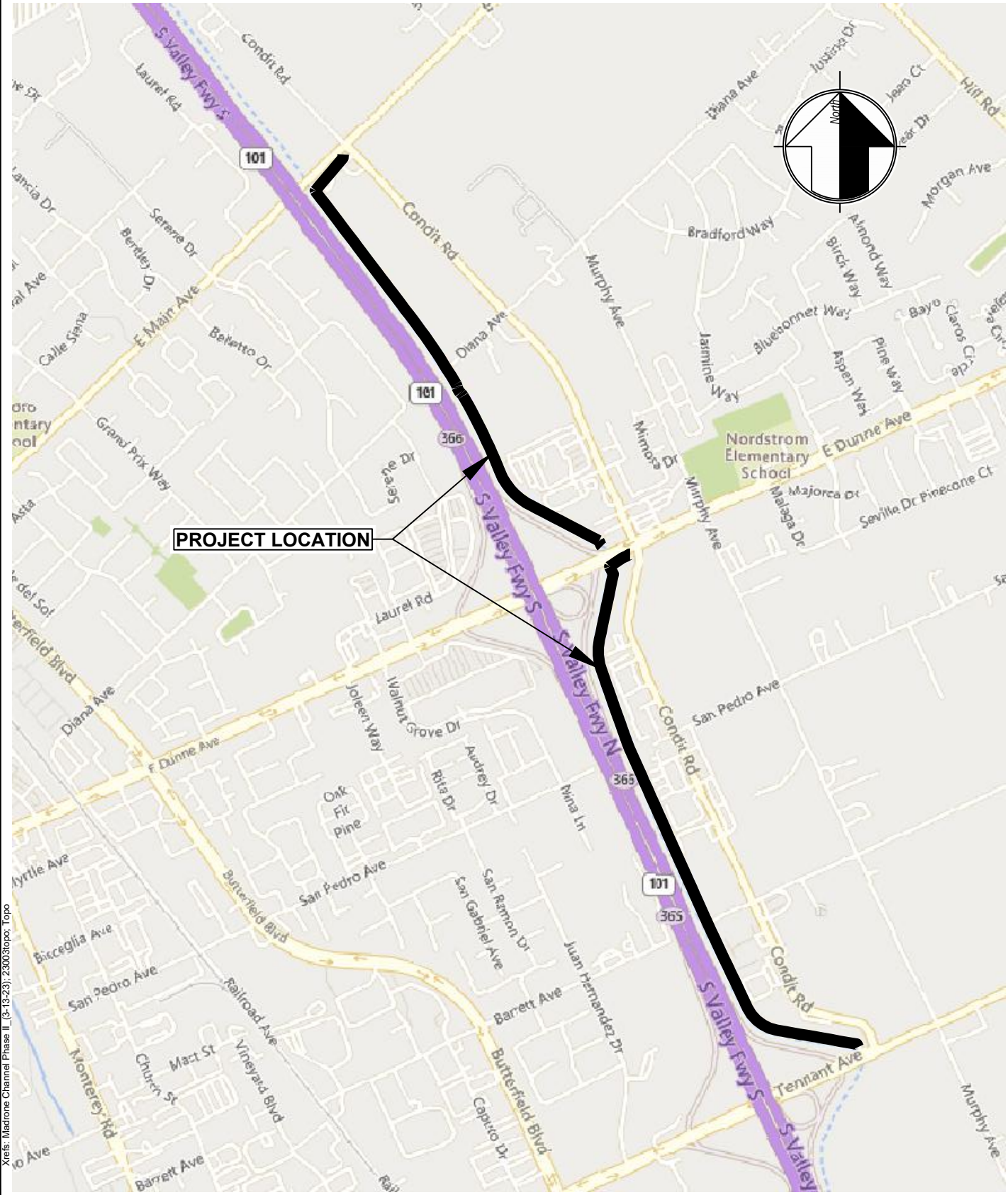
Description	**Amount**
Budget	
Total Budget for Phase II Madrone Trail Project	$ 553,423
Existing Appropriations in Adopted CIP	$ (363,423)
Additional Appropriations Needed	**$ 190,000**
Funding Sources	
Valley Water – Safe Clean Water Grant	$ 120,000
VTA - Measure B Bicycle and Pedestrian Capital Projects Competitive Grant	$ 335,000
City of Morgan Hill – Park Impact Fund (301)	$ 98,423
TOTAL	**$ 553,423**

The contract amount for the construction portion of this project with Beals Martin and Associates, Inc. is $497,327. Additionally, staff is requesting an authorization of 10% contingency of $49,733, for a total of $547,060, for the construction portion.

CEQA (California Environmental Quality Act):
Categorically Exempt.

The proposed improvements of the Madrone Channel Trail Improvements Phase I Project are categorically exempt from CEQA under Section 15304, Minor Alterations to Land, which covers minor public or private alterations to the condition of land, water,

and/or vegetation which do not include removal of healthy, mature, scenic trees for forestry or agricultural purposes, including the creation of bicycle lanes on existing right-of-way.



City of Morgan Hill

Engineering & Utilities

17575 Peak Ave. Morgan Hill, CA 95037
Phone: (408) 776-6480 Fax: (408) 779-7236

CITY OF MORGAN HILL

Vicinity Map

Madrone Channel Trail Improvements Phase II

SCALE:	JOB #: PR1003	SHEET
DRAWN BY: KW	DATE: 1/24/24	1 of 1

N:\PROJECTS\CIP\PARKS\Madrone Channel Trail Improvements Phase II Project\Design\DWG\Madrone Channel Phase II Vicinity Map.dwg - 1/24/2024 2:12 PM - Plotted 1/24/2024 2:12 PM by Kristian Wallace
Xrefs: Madrone Channel Phase II_(3-13-23); 23003topo; Topo

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING AN AMENDMENT TO THE CITY'S FISCAL YEAR 2023-24 ADOPTED BUDGET TO APPROPRIATE $190,000 IN THE PARK IMPACT FUND (301) FOR THE MADRONE CHANNEL TRAIL IMPROVEMENTS PHASE II PROJECT AND RECOGNIZE $335,000 AS GRANT REVENUE

WHEREAS, recommended amendments are needed and proposed to the City's previously adopted Budget for Fiscal Year 2023-24 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 activities allowed under this Resolution to not constitute a project under the provisions of the California Environmental Quality Act of 1970; 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 ate 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 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 2023-24 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 2023-24 Budget of City.

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

PASSED AND ADOPTED by the City Council of the City of Morgan Hill at its meeting held on this 21st day of February 2024 by the following vote:

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

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 the meeting held on February 21, 2024.

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 # 018

FUND:	301	Park Impact Fund
FUNTION:	40	Public Services
DEPARTMENT:	40	Public Services
DIVISION:	8051	Traffic Impact
OBJECT:	86360	Contract Services

AGENDA DATE: 02/21/24
AGENDA ITEM TITLE: Award Madrone Channel Trail Improvements Project (Phase II)

	07/01/23 BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI-ATIONS	06/30/24 PROJECTED ENDING FUND BALANCE
ORIGINAL BUDGET	1,426,990	1,673,505	2,285,298	815,197
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	-	-	-
RECOMMENDED ACTION		**335,000**	**190,000**	**145,000**
RESULT OF RECOMMENDED ACTION	1,426,990	2,008,505	2,475,298	960,197

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: February 21, 2024

PREPARED BY:
Maria Angeles, Senior Civil Engineer
APPROVED BY: City Manager

RECEIVE ANNUAL REPORT ON 2023 CITY ENGINEER ACCEPTANCES OF PUBLIC IMPROVEMENTS COMPLETED BY PRIVATE DEVELOPMENT PROJECTS

RECOMMENDATION(S)
Accept and file Annual Report on 2023 City Engineer acceptances of public improvements completed by private development projects.

COUNCIL PRIORITIES, GOALS & STRATEGIES
City Council Ongoing Priorities
Preserving and Cultivating Public Trust

REPORT NARRATIVE:
On December 2, 2020, the City Council approved the delegation of authority, from the City Council to the City Engineer, to accept the public improvements completed by private development projects. This delegation of authority was done to streamline the project acceptance process and reduce administrative costs.

At the December 2020 City Council meeting, City Council directed staff to bring back periodic reports to Council on the project acceptances performed by the City Engineer.

This is the third annual report (Attachment 1) to the City Council. The first and second annual reports included development projects accepted in calendar years 2021 and 2022, respectively. The attached report shows detailed information about the development projects accepted by the City Engineer in calendar year 2023.

COMMUNITY ENGAGEMENT:
This report serves to inform the City Council and Community about the project acceptances performed by the City Engineer in calendar year 2023.

ALTERNATIVE ACTIONS:
Not Applicable – acceptance of a report only; no action is required.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
December 2, 2020 – City Council formally delegated the authority to accept the public

improvements completed by private development projects from the City Council to the City Engineer.

February 16, 2022 – City Council accepted the first annual report on City Engineer acceptances of public improvements completed by private development projects in calendar year 2021.

March 15, 2023 – City Council accepted the second annual report on City Engineer acceptances of public improvements completed by private development projects in calendar year 2022.

FISCAL AND RESOURCE IMPACT:
The acceptance of this report has no fiscal impact.

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.”

LIST OF DEVELOPMENT PROJECTS WITH PUBLIC IMPROVEMENTS ACCEPTED BY THE CITY ENGINEER
CALENDAR YEAR 2023

No.	Date of Acceptance by City Engineer	Date of Project Completion	Project Name	Project Description	Project Location	APN	Developer Name	Date of Subdivision Improvements Agreement or Improvement Agreement	Date of Council Approval of Final Map	Streets Accepted	Street Lengths (miles)	Other Improvements Accepted	Value of the Public Improvements Accepted
1	9/21/2023	8/14/2023	Lantana - Wisteria (Tracts 10332 & 10410)	135-Lot residential subdivision	Northwest corner of Mission View Drive and Cochrane Road	728-56-001 to 728-56-071, and 728-59-003 to 728-59-070	CALATLANTIC GROUP INC.	5/26/2016	6/28/2017	Cochrane Road	0.11	Frontage improvements along Cochrane Road and Eagle View Drive (new curb, gutter & sidewalk, driveway approaches, streetlights, overhead utility undergrounding, and traffic lights)	$ 4,746,810
										Eagle View Drive	0.12		
2	9/21/2023	8/25/2023	Montecito Estates (Tract 10535)	24-Lot residential subdivision	Northwest corner of Diana Avenue and Lotus Way Lane	726-09-078 to 726-09-101	D.R. HORTON BAY, INC.	6/12/2020	6/3/2020	No new street miles	0.00	Frontage improvements along Diana Avenue (new curb, gutter, and sidewalk)	$ 868,750

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: February 21, 2024

PREPARED BY:
Nichole Martin, Community Services Coordinator
APPROVED BY: City Manager

ADOPT RESOLUTION APPROVING COMMENCEMENT OF 2024 WEED ABATEMENT PROGRAM

RECOMMENDATION(S)

1. Open/Close public hearing; and
2. Adopt a resolution authorizing Santa Clara County to commence hazardous vegetation abatement activities.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities
Enhancing Public Safety
Protecting the Environment and Preserving Open Space and Agricultural Land

REPORT NARRATIVE:

On December 6, 2023, the City Council adopted Resolution 23-049 declaring hazardous vegetation growing in the City of Morgan Hill to be a public nuisance. The Resolution further established February 21, 2024 as the date for a public hearing on properties proposed for inclusion in the 2024 Weed Abatement Program (Program). Program notices (Attachment 1) have been mailed to property owners in Morgan Hill whose properties have been identified as having, or potentially having, a problem with hazardous vegetation. In addition, notices of this public hearing have been published in the newspaper per Government Code Section 39566. The purpose of this hearing is to allow property owners to object to having their property in the 2024 Weed Abatement Management Program, have the City Council consider these objections, and/or provide general public comment regarding the program. The list of properties in the Program has been posted at City Hall for over ten days prior to this public hearing.

The City controls the growth of hazardous vegetation under the authority set out in Chapter 8.20 of the Morgan Hill Municipal Code and in Government Code Sections 39560 and following. The City has a contract with the Santa Clara County Consumer and Environmental Protection Agency (Agency) which provides for abatement of the property if the property owner does not maintain the property as required. If the work is completed by the Agency's contractor, costs for the work are assessed to the property

owner. Properties on the Weed Abatement Program List have been inspected by Agency staff and have been found to have unsafe vegetation during the growing season. Once a property is added to the Program, it remains on the program for a minimum of three years.

COMMUNITY ENGAGEMENT:

Empower

The weed abatement program relies on a full range of community engagement approaches. Much of it begins when the County Program or City Fire Department informs a property owner that a hazardous situation has been observed on their property. As noted in the attached packet mailed to the property owners, each property owner is given several months during which they may consult and work together with Program staff to understand the situation and the needed remedies. Ultimately, each property owner is invited and empowered to remedy the situation themselves in order to minimize their program charges while maintaining public safety. In addition, many of the properties on the original list are placed on the list as a result of a complaint from a community member about a hazardous situation.

ALTERNATIVE ACTIONS:

The Council can choose to adopt the resolutions as presented or to exclude any of the properties on the list. In addition, the Council can choose to delay action on the resolution. Delaying action could ultimately provide the affected property owners with less notice and time to plan for abating their hazardous vegetation.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council adopted the annual resolution in December. This hearing and the abatement schedule are consistent with the actions taken by the Council for over a decade.

FISCAL AND RESOURCE IMPACT:

The Weed Abatement Program is user fee supported. The per-lot assessment includes costs for doing the weed and brush control work plus overhead County costs to administer the program. The City does not retain any revenue for this activity. In addition to charges for failed inspections and actual abatement work, an annual inspection fee of $96 is charged to all property owners in the Program. These fees are communicated to the property owners when they are annually notified about the Program. The actual total charge per parcel will vary based on whether or not the property owner abated their own weeds and whether or not they did so before the County's inspection, after the May 1 deadline. The County returns the actual proposed assessment list to the City in the summer for the assessment of program charges. Per the approach adopted by the Council, the program charges are discussed at a local prehearing with City staff and then imposed via an administrative hearing held by the County's Hearing Officer.

Item (Current County Fee)

Annual Inspection and Administration ($96 annually)

Noncompliant Fee charged to properties not in compliance by the May 1 deadline ($546)
Abatement Administration Fee charged to properties requiring County abatement (Contractor costs + $884)

As the County has found that its revenues in the past were not always adequate to support the program, the Board of Supervisors has adopted a fee schedule designed to achieve full cost recovery and has shifted ultimate fiscal responsibility to participating jurisdictions. If the County determines that program-wide revenues in a given year were insufficient to cover program-wide costs, the jurisdictions participating in the Program will be billed for their prorata share of the shortfall.

Administering this Program is an activity in the Public Services Department work program and budget.

CEQA (California Environmental Quality Act):
Categorical Exemption
These activities are categorically exempt from environmental review under the California Environmental Quality Act pursuant to California Code of Regulations, Title 21, Section 15304(i) (Minor Alterations to Land - Fuel Management Activities).

2023 Return Reply Form

WANG, YUNBING TRUSTEE & ET AL

IMPORTANT: Please complete this form and mail back to the Weed Abatement Program **within 15 days of receipt of this notice.** Thank you.

TRA: **06-059**

137-25-134

WANG, YUNBING TRUSTEE & ET AL
567 MAYBELL AV
PALO ALTO CA 94306-0000

Please check the box that applies for each parcel (see explanations below):

Parcel Number	Site Address			A	B	C
137-25-134	567	MAYBELL	PALO ALTO	☐	☐	☐

A I am no longer the owner of this property, and the new owner information is listed below. Please return Reply Form immediately.

B I intend to maintain this parcel in a manner consistent with the Minimum Fire Safety Standards from **April 30, 2023 through the end of the fire season (typically runs through October)**. All parcels on the abatement list remain subject to inspection and fee to ascertain compliance. Non-compliance by the deadline will result in an Inspection fee and the abatement of weeds by the County contractor and the resulting charges added to the property tax.

C I request that the County Contractor perform the abatement work on this parcel. Charges for this work will be added to my property tax bill. ***(All County fees Apply)***

Please provide any additional information such as new owners, presence of piping, irrigation, crops or other improvement. If your property is fenced/locked, please provide instructions on how to enter the property. If you are no longer the owner of the property identified by this mailing, please notify the County immediately. If you sell your property after December 1st ,2022, it is your responsibility to notify the new owner and to include the obligation to pay any abatement costs in your agreement of sale. Without taking this action, you will be liable for all hazard abatement charges assessed to the property. Thank you

☐ Please check if you feel this parcel is environmentaly sensitive

Signature	Name (please print)	Date	( ) Day time phone

Sample

DocuSign Envelope ID: AF6A65F6-0DA1-499F-80F2-95FAD830EDBD

County of Santa Clara

Consumer and Environmental Protection Agency

Agriculture and Environmental Management
1553 Berger Drive, Building 1 San Jose, CA 95112
80 W. Highland Avenue, Building K San Martin, CA 95046
12425 Monterey Road, San Martin, CA 95046

Vector Control District
1580 Berger Drive, San Jose, CA 95112
Fax (408) 286-2460

http://www.cepascc.org

November 29, 2023

IMPORTANT NOTICE TO ABATE WEEDS

Dear Parcel Owner:

To protect your property and the surrounding area from possible fire, your jurisdictional city (or County if in unincorporated areas) contracts with the County of Santa Clara to operate a Weed Abatement Program. You are receiving this notice and information because our team has determined that your parcel is within the Weed Abatement Program. Please read the information carefully and contact us for clarification or additional information.

The governing body representing this parcel has or will adopt a resolution declaring your parcel as one that may contain fire hazards from weeds or other debris. Following this action, your governing body will conduct a public Commencement Hearing as part of a public meeting to consider an abatement order requiring you to remove any hazardous vegetation or combustible debris before the deadline in the included *Weed Abatement Program Schedule*. The public Commencement Hearing will be held on the date and at the place stated in the enclosed *Notice to Destroy*. It will provide an opportunity for you to raise any objections or concerns with this requirement and with the parcel being on the Weed Abatement Program.

If you believe your parcel includes an environmentally sensitive habitat, please check the box on the blue *Return Reply Form* and provide any additional information on the *Return Reply Form* to assist us in determining the best approach to abating your parcel from fire hazards.

If, after the public Commencement Hearing, the Weed Abatement Program is approved for your parcel, the County is authorized by your city, and the California Health and Safety Code sections §14875-14922 to inspect your parcel to confirm that the parcel has been cleared of hazards and is compliant with *Minimum Fire Safety Standards* (see enclosed brochure). Inspections will begin after the abatement deadline for your jurisdiction. This notice does not relieve you of your responsibility to complete the necessary work before your jurisdiction's deadline. All parcels designated to be part of the Weed Abatement Program will have a $96 annual inspection fee to cover the cost of the program. This $96 cost will be included on your property tax bill as a special assessment.

In addition to the $96 annual inspection fee, if the parcel is found non-compliant at the time of our inspection, the parcel will be assessed a processing fee of $546 per parcel, and the property will be scheduled for abatement by the County-designated contractor. You will not incur additional charges if the abatement work is completed before the County-designated contractor arrives. However, should the County-designated contractor perform the abatement work, the parcel will incur the cost associated with the contractor's work plus an additional County administrative fee of $884 per parcel.

The County will use the least costly method of abatement considering the physical characteristics of your property and any other environmental or related concerns. Fees are detailed on the price list included in the

Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian
County Executive: James R. Williams

Notice to Destroy. The total amount of fees incurred will be included as a special assessment on your property tax bill following confirmation of the charges by your city (or the County if the parcel is in an unincorporated area) at a public Assessment Hearing. This Assessment Hearing will be scheduled in late spring/early summer, with the exact date determined by your governing body. Typically, Assessment Hearing information is posted at the physical location of the governing body (typically at a city hall building or other government center and most also publish this information on their websites) prior to the meeting.

You can avoid all costs, other than the $96 annual inspection fee, by completing the abatement work yourself according to Minimum Fire Safety Standards (see enclosed brochure) prior to the abatement deadline for your jurisdiction and maintaining the Minimum Fire Safety Standards for the duration of fire season, which typically runs March through October. Parcels will be removed from the program after three consecutive years of voluntary compliance (work completed by parcel owner prior to the deadline and confirmed by our inspection).

In preparation for this program, please complete and return the enclosed blue *Return Reply Form* so we are notified of your plans for abating your property.

If you designate on your *Return Reply Form* that you intend to abate the weeds yourself, you need to complete the abatement before the deadline listed on the attached abatement program schedule and maintain fire-safe conditions for the duration of the fire season. Responding that you intend to provide maintenance does not release you from this responsibility to have the maintenance *completed* before your deadline and *repeated* as necessary to maintain Minimum Fire Safe Standards. The County will abate hazardous vegetation as required after the deadline for your jurisdiction at your cost.

Enclosed you will find the following information:

- √ ***Return Reply Form* specific to your parcel. Please complete and return it to us.**
- √ ***Notice to Destroy Weeds* informing you of an upcoming public Commencement Hearing (that you may attend if you have any objections to the proposed removal of hazardous vegetation or debris from your parcel). Your jurisdiction may offer you the ability to participate in this meeting virtually; please confirm directly with your jurisdiction.**
- √ ***Weed Abatement Program Schedule* for your city with current County abatement fees.**
- √ **County of Santa Clara *Weed Abatement Brochure*.**

Please be aware that any abatement performed by the County must comply with all applicable regulations. If your property falls within an area designated as possible habitat for burrowing owls or any other protected species of bird or animal, the methods used to remove vegetation may be regulated by specific laws or local ordinances.

If you are no longer the parcel owner identified by this mailing, please notify us immediately at (408) 282-3145. If you sell your parcel after the date of this letter, it is your responsibility to notify the new owner and include the obligation to pay any abatement costs in your sale agreement. Without taking this action, you will be responsible for all hazard abatement charges assessed to the parcel.

Our goals are voluntary compliance with the Minimum Fire Safety Standards and that all properties remain safe from fire. If you have any questions or need on-site advice to help you achieve compliance with the Minimum Fire Safety Standards, please call us at (408) 282-3145.

Sincerely,

DocuSigned by:

9A7F52EB1925473...

Edgar Nolasco, Director
Consumer and Environmental Protection Agency

Notice to Destroy Weeds

NOTICE IS HEREBY GIVEN that on December 6, 2023, pursuant to the provisions of Section 8.20.030 of the Morgan Hill Municipal Code, the City Council of said City passed a resolution declaring that all weeds growing upon any private property or in any public street or alley, as defined in Section 8.20.010, constitute a public nuisance, which nuisance must be abated by the destruction or removal thereof.

NOTICE IS FURTHER GIVEN that property owners shall without delay, remove all such weeds from their property, and the abutting half of the street in front and alleys, if any, behind such property, and between the lot lines thereof as extended, or such weeds will be destroyed or removed and such nuisance abated by the City authorities, in which case the cost of such destruction or removal will be assessed upon the lots and lands from which, or from the front or rear of which, such weeds shall have been destroyed or removed; and such cost will constitute a lien upon such lots or lands until paid, and will be collected upon the next tax roll upon which general municipal taxes are collected. All property owners having any objections to the proposed destruction or removal of such weeds are hereby notified to attend a meeting of said City to be held in the Council Chambers of the City of Morgan Hill located at 17555 Peak Avenue, Morgan Hill, California, on **Wednesday, February 21, 2024, at 7:00 p.m**., or as soon thereafter as the matter can be heard, when their objections will be heard and given due consideration.

The language and format for this notice is required by California Health and Safety Code Sections 14891 Et. Seq.

(over)

MORGAN HILL WEED ABATEMENT PROGRAM SCHEDULE

February 21, 2024	Public hearing to consider objections to Abatement List.
May 1, 2024	PARCEL ABATEMENT DEADLINE Parcel must be free from hazardous vegetation by this date or Inspector will order abatement.
July/August 2024	Assessment Hearing date to be scheduled by City Council.

2024 COUNTY WEED ABATEMENT FEES

Properties in the Weed Abatement Program, you will be responsible for an annual inspection fee of $96.00 per parcel.

Please be advised that the property owner of any parcel found to be non-compliant on or after the May 1st deadline will be charged a processing fee of $546.00 and the property will be scheduled for abatement by the County contractor. If you complete the abatement work before the County contractor performs the abatement, you will not incur further charges. Should the abatement work be performed by a County contractor, you will be assessed the contractor's charges plus a County administrative fee of $884.00 per parcel.

2024 COUNTY CONTRACTOR'S WEED ABATEMENT PRICE LIST

A) Disc Work**

PARCEL SIZE:	**1st Disc**	**+ 2nd Disc**	**= Total Discs**
0-12,500 sq.ft.	**$424.26**	**$170.56**	**$594.83**
12,501sq.ft.- 43,560sq.ft.	**$424.26**	**$170.56**	**$594.83**
Larger than 1 Acre	**$308.19**	**$150.51**	**$458.70** (PER ACRE)

** It is required that parcels be disced twice a year. The cost for the first discing is higher due to additional work normally required during the first discing.

B) HANDWORK	**$5.73** PER 100 Square Feet (SF)
C) FLAIL MOWING	6 Foot Mower **$7.31** PER 1,000 SF 12 Foot Mower **$7.31** PER 1,000 SF
D) LOADER WORK	**$175.31** PER HOUR
E) DUMP TRUCK	**$161.82** PER HOUR
F) BRUSH WORK	**$5.47** PER 100 SF
G) DEBRIS REMOVAL	**$60.20** PER HOUR
H) DUMP FEE	100%

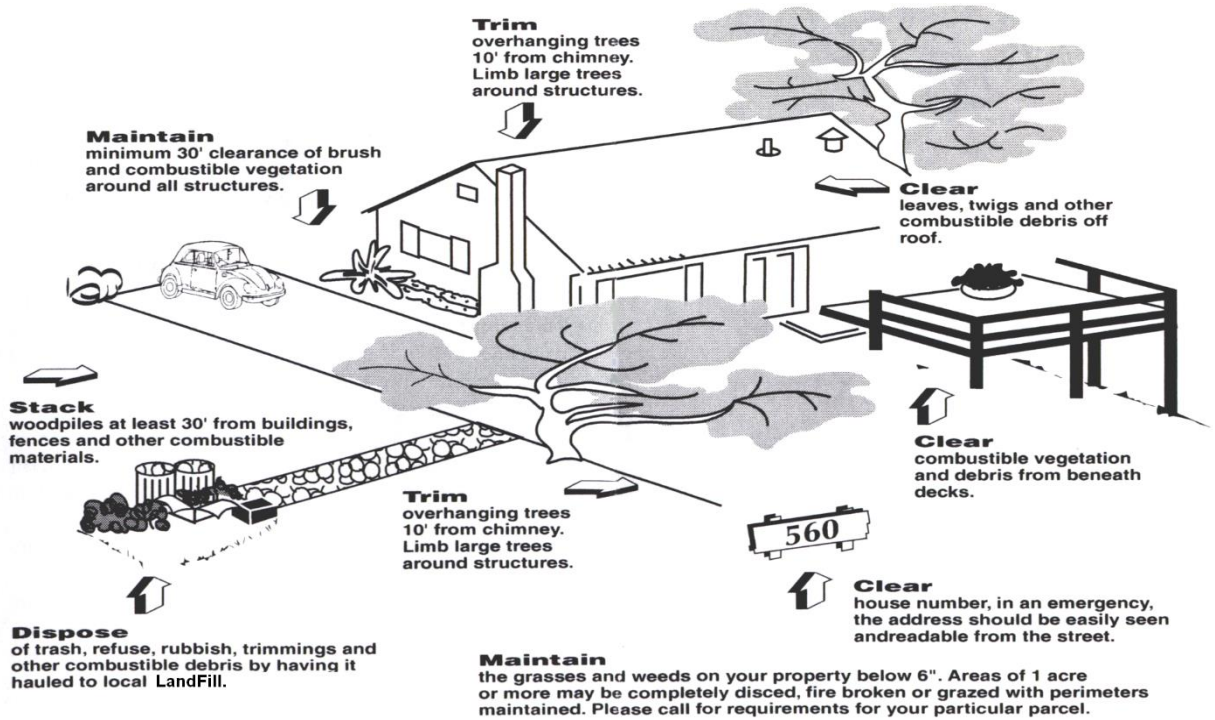
Added to orders with debris removal at 100% of the dump site charge.

***Please note this program does not offer herbicide application as a method of abatement.**

(over)

MINIMUM FIRE SAFETY STANDARDS (MFSS)

1. **Vegetation must not exceed 6 inches in height any time after the compliance deadline**.
2. Maintain grasses and weeds below 6 inches for 10 feet horizontally on both sides of all roadways, including driveways and access routes. Roads and driveways must maintain a clearance of 10' W by 13'6" H for all vegetation.
3. Clear flammable vegetation a minimum of 30 feet around any structure, occupied or not. Ornamental vegetation should be kept clear of dead material. Some conditions, such as slopes, may require up to a 100 foot clearance.
4. Parcels one acre or less shall be completely abated. Parcels over one acre up to five acres require 30 foot clearance around structures and perimeter property lines. Additional 30 foot cross fuel breaks may also be required.
5. Parcels larger than five acres require 30 foot clearance around structures and perimeter property lines in addition to 30-foot cross fuel breaks as needed to separate the remaining vegetation into sections no larger than five acres.
6. Keep property clear of accumulation of combustible debris, such as trash, wood, and dead vegetation. Stacked firewood and neatly piled yard waste is not considered to be combustible debris.
7. Keep vegetation cleared from under the eaves of houses.
8. Trim tree branches to at least 10 feet away from chimneys. Trim tree branches up from the ground to provide at least 6 feet of vertical clearance.
9. Clear leaves, pine needles and debris from roof and gutters.



Fire Resistant Landscaping

The following is a partial list of fire resistant plants that you may choose to use around your home to reduce the risk of fire. Contact your local nursery for selections appropriate to your area. All grasses, including those purportedly fire resistant, must be maintained below 6" in height.

Trees:
African Sumac
California Pepper

Shrubs:
Bearberry
Carmel Creeper
Carolina Cherry
Catalina Cherry
Escallonia
Hopseed Bush
Lemonade Berry

Groundcover:
Aaron's Beard
Australian Daisy
Candytuft
Sterile Capeweed
Freeway Daisy
Rock Rose (except Gum Variety)

Fire Safety Through Vegetation Management

Santa Clara County
Consumer and Environmental Protection Agency

Weed Abatement Program

1553 Berger Drive #1
San Jose, Ca 95112
Phone (408) 282-3145
Fax: (408) 286-2460
SCC.WeedAbatement@cep.sccgov.org

The Santa Clara County Weed Abatement Program

The Santa Clara County Consumer and Environmental Protection Agency and your city are working together to protect your community from fire. We need your help. Please read and follow the directions provided in this brochure regarding fire prevention on your property. The purpose of the Weed Abatement Program is to prevent fire hazards posed by vegetative growth and the accumulation of combustible materials.

The Weed Abatement program is entirely funded from fees charged to residents. Fees will be assessed for any property in the program. This is to cover the cost of the compliance inspection for the property. Properties that fail the compliance inspection will be charged a failed inspection fee, even if the resident completes the weed abatement. If the property requires abatement by the County contractor, the property owner will be responsible for the actual cost of abatement plus an administrative fee. Properties that meet and maintain the minimum fire safety standards will not be charged other than the annual fee.

Program staff annually inspect parcels at the beginning of the fire season, which is typically in March or April depending on your jurisdiction. If the parcel is not in compliance at the time of inspection, the property owner will be charged a failed inspection fee, and the owner will be sent a courtesy notice as a reminder to abate the weeds. If the weeds are not abated by the property owner, the work will be completed by the County contractor. The property owner will pay the contractor's fees plus a County administrative fee. All fees will be included in your property tax bill.

Our Goal Is Voluntary Compliance

Property Owner's Responsiblilities

- Do not allow a fire hazard to exist on your property. The Minimum Fire Safety Standards (MFSS) in this brochure give you guidelines to follow in order to maintain your property and protect against a fire hazard. ***Please contact our office if you need guidance or have any questions regarding the requirements!***
- Make arrangements to have your property maintained throughout the year. Contractors can be found in the yellow pages. You may choose to have the County contractor maintain your property. A current price list is included in your packet.
- Please complete and return the Reply Form provided in your mailing packet by the date on the form. Indicate your preference regarding performance of weed abatement services.

Program Staff Responsibilities

- Weed Abatement Inspectors will perform periodic inspections on all parcels included in the Santa Clara County Weed Abatement Program. Properties that fail the compliance inspection will be charged a failed inspection fee, even if the resident completes the weed abatement.
- Inspectors will order the County contractor to perform all necessary abatement work on any parcel where the MFSS are not met. An attempt will be made to give the owner a courtesy notice prior to releasing the work order.
- The County contractor uses several methods of abatement including discing and handwork. The property owner is free to select whatever method they choose, provided the MFSS of all federal, state and local laws are met.
- The Weed Abatement Program will place inspection costs and the charges for County contractor services plus a County administrative fee on the property owner's tax bill during the next fiscal year.

Burrowing Owls

These small owls nest in abandoned ground squirrel burrows. Discing collapses the burrows and kills the young. These owls are listed as a state Species of Special Concern and are protected by the federal Migratory Bird Treaty Act. If you suspect burrowing owls on your property you ***must*** use another form of weed abatement such as mowing or weed-eating. If you request the County perform abatement services, please notify program staff or your City if burrowing owls are known to exist on your property.

Frequently Asked Questions

Q. Why have I received an Abatement Notice?
A. Typically, a property is placed on the program if a Weed Abatement Inspector identified a potential fire hazard on the property. Fire Departments and other agencies also submit complaints to the Weed Abatement Program.

Q. What is required of me now that I am in the Program?
A. All property owners are required to maintain their property free of fire hazards throughout the year.

Q. The grasses planted on my property are fire resistant. Are they exempt from the Weed Abatement program?
A. No. Even grasses that possess some fire resistant qualities are not fire proof, and they can add fuel to any site that is subject to a fire. Additionally, fire resistant grasses are rarely found in a pure, homogenous stand but rather are usually found to occur mixed with other common introduced annual grasses that are highly flammable and hazardous in a fire event. Finally, many grasses occur in Santa Clara County and species identification is difficult in the field, especially after the spring when the reproductive portions required for identification have dried and dispersed. Weed Abatement Inspectors can only focus on the presence of grasses and weeds on your property and the Minimum Fire Safety Standards, and not on grass species identification. Therefore, all grasses are required to be below 6 inches in height.

Q. What is the SC County Weed Abatement Program?
A. This is a monitoring program and our primary objective is voluntary compliance. See the first two paragraphs of this brochure for further specifics.

More FAQ:

Q. How long will I be on the Program?

A. Your property will remain on the Program for three years. If no hazards are found during that time, your property may be removed from the program.

Q. How much will this cost me?

A. There will be an annual fee to cover the cost of the compliance inspection. If the parcel does not meet the MFSS when it is first inspected in the spring, or if work is required by the County contractor, you will be charged additional fees. Our goal is to ensure that the MFSS are met at the lowest possible cost to the property owner.

Q. How will I be billed?

A. Any charges for the inspection and any abatement work performed will appear as a special assessment on your next property tax bill.

Q. Why have you performed work on my property while the vegetation is still green?

A. Grass, weeds or piles of combustible debris have been declared a public nuisance by your jurisdiction. Abating fire hazards in the spring minimizes the volume of combustible material before the hazards increase and dries out completely during the peak fire season.

Q. Will you notify me prior to beginning abatement work?

A. Property owners are responsible for preventing fire hazards on their property. If the MFSS have been met, but further work is necessary, you will receive notice prior to the County contractor performing the work. If the MFSS have **not** been met, an attempt will be made to give the owner a courtesy notice prior to initial abatement.

Q. Where can I find someone to provide abatement services?

A. Weed Abatement contractors can be found in the Yellow Pages under "Weed Control Services" or "Discing Services". You may have the County contractor perform the necessary work; see your mailing packet for a current price list as administrative costs are charged.

Q. How can I get additional information or assistance regarding the specific requirements for my property?

A. Weed Abatement Inspectors are available to assist you and answer your questions. Please call our Customer Service line at (408) 282-3145 to schedule a consultation with program staff or to obtain additional information.

Q. I have Grazing Animals do I need to perform abatement?

A. Grazing animals do not absolve you of your responsibilities to provide a fire safe condition on your property. You will need to check with our office to determine if grazing is adequate or if additional work is required.

RESOLUTION NO. 24-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL INSTRUCTING THE SANTA CLARA COUNTY CONSUMER AND ENVIRONMENTAL PROTECTION AGENCY TO ABATE NUISANCES ARISING OUT OF HAZARDOUS VEGETATION GROWING UPON LOTS OR IN FRONT OF PROPERTY IN THE CITY OF MORGAN HILL AS REQUIRED BY TITLE 8, CHAPTER 8.20 OF THE MORGAN HILL MUNICIPAL CODE

WHEREAS, pursuant to Title 8, Chapter 8.20 of the Morgan Hill Municipal Code, the City Council hereto adopted Resolution No. 23-049 declaring hazardous vegetation growing in the City of Morgan Hill to constitute a public nuisance; and

WHEREAS, a Public Hearing was held pursuant to Resolution No. 23-049 and Chapter 8.20 of the Morgan Hill Municipal Code in that time and manner required by law.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Morgan Hill authorizes as follows:

1. That the Santa Clara County Consumer and Environmental Protection Agency (Agency) is hereby ordered to abate the nuisance or cause the same to be abated by having the vegetation destroyed by cutting, discing or any other method as may be determined by the Agency for the properties on the attached list.

2. That any property owner shall have the right to destroy or remove at his or her expense prior to removal of said vegetation by the Agency.

3. That the Agency shall keep an account of the cost of removing said vegetation and document such account in a report and assessment list, and file the same with the City Clerk. Such report shall refer to each separate lot or parcel of land, together with the expense of removal of hazardous vegetation therefrom.

PASSED AND ADOPTED by the City Council of Morgan Hill on this 21st day of February 2024 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**

ꕥ CERTIFICATION ꕥ

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. 24-XXX, adopted by the City Council at its meeting held on February 21, 2024.

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

DATE: _____ **_____**

Michelle Bigelow, City Clerk

2024 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
CITY OF MORGAN HILL

Exhibit A

	Situs				APN			CITY/STATE			
1		E.	DUNNE	AV	726-02-012	WU, MEI-TSU K	1441 HUNTINGTON DR STE	SOUTH PASADENA	CA	91030	400
2	17364		WALNUT	DR	726-07-021	DELUKE COMPANY LTD	535 ARRASTADERO RD	PALO ALTO	CA	94306	400
3	17361		SAINT ARCHER	WY	726-07-090	WALNUT MORGAN HILL LLC	560 SOUTH MATHILDA AVE	SUNNYVALE	CA	94086	400
4	17365		SAINT ARCHER	WY	726-07-091	WALNUT MORGAN HILL LLC	560 SOUTH MATHILDA AVE	SUNNYVALE	CA	94086	400
5	17369		SAINT ARCHER	WY	726-07-092	WALNUT MORGAN HILL LLC	560 SOUTH MATHILDA AVE	SUNNYVALE	CA	94086	400
6	17373		SAINT ARCHER	WY	726-07-093	WALNUT MORGAN HILL LLC	41796 SHERWOOD ST	FREMONT	CA	94538	400
7	17378		SAINT ARCHER	WY	726-07-094	WALNUT MORGAN HILL LLC	560 SOUTH MATHILDA AVE	SUNNYVALE	CA	94086	400
8	920 1		DIANA	AV	726-07-095	WALNUT MORGAN HILL LLC	560 SOUTH MATHILDA AVE	SUNNYVALE	CA	94086	400
9	17376		WALNUT	DR	726-07-096	WALNUT MORGAN HILL LLC	560 SOUTH MATHILDA AVE	SUNNYVALE	CA	94086	400
10	17374		WALNUT	DR	726-07-097	WALNUT MORGAN HILL LLC	560 SOUTH MATHILDA AVE	SUNNYVALE	CA	94086	400
11	17372		WALNUT	DR	726-07-098	WALNUT MORGAN HILL LLC	41798 SHERWOOD ST	FREMONT	CA	94538	400
12	761 1		DAKOTA	DR	726-09-103	YEAGER, TRAVIS W AND COURTNEY	761 DAKOTA DR	MORGAN HILL	CA	95037-0000	400
13	751 1		DAKOTA	DR	726-09-104	DUNNE, MICHAEL F JR AND JONNA	775 DIANA AVE	MORGAN HILL	CA	95037	400
14			JULIANN	WY	726-09-105	DUNNE, MICHAEL F JR AND JONNA	775 DIANA AVE	MORGAN HILL	CA	95037	400
15			JULIANN	WY	726-09-106	DUNNE, MICHAEL F JR AND JONNA	775 DIANA AVE	MORGAN HILL	CA	95037	400
16			DEPOT	ST	726-13-050	SOUTHERN PACIFIC					400
17	17650		MCLAUGHLIN	AV	726-23-019	MINTON, SINGLETON W AND	1450 W STANFORD RANCH	ROCKIN	CA	95765	400
18			MONTEREY	RD	726-23-020	ECA PARTNERS LLC	15700 WINCHESTER BLVD	LOS GATOS	CA	95030-3305	400
19	17620		MONTEREY	RD	726-23-021	GUNTER LOFTS LLC	720 SAN MARCOS CT	MORGAN HILL	CA	95037-5224	400
20		E	CENTRAL	AV	726-24-001	SOUTHERN PACIFIC	E CENTRAL AVE	MORGAN HILL	CA	95037-3609	400
21	17910		MONTEREY	RD	726-25-001	AFFORDABLE HOUSING LAND	P O BOX 260770	ENCINO	CA	91424	400
22	325 1		DIGITAL	DR	726-25-041	OPERATING ENGINEERS LOCAL	1620 S LOOP RD	ALAMEDA	CA	94502	400
23	315 1		DIGITAL	DR	726-25-065	TERRASAT COMMUNICATIONS INC	315 DIGITAL DR	MORGAN HILL	CA	95037-0000	400
24			BUTTERFIELD		726-25-091	MERSHO INVESTMENTS LLC	5752 COUNTRY CLUB PKWY	SAN JOSE	CA	95138-0000	400

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Exhibit A

	Situs			APN			CITY/STATE			
25		BUTTERFIELD		726-25-092	MERSHO INVESTMENTS LLC	5752 COUNTRY CLUB PKWY	SAN JOSE	CA	95138-0000	400
26	18303	ALPERA	LN	726-25-095	MORGAN HILL MULTIFAMILY LLC	4 PARK PLAZA STE 1700	IRVINE	CA	92614	400
27	18635	MADRONE	PY	726-33-025	MERSHO INVESTMENTS LLC	5752 COUNTRY CLUB PKWY	SAN JOSE	CA	95138	410
28	225 1	COCHRANE	RD	726-34-006	MERSHO INVESTMENTS LLC	5752 COUNTRY CLUB PKWY	SAN JOSE	CA	95138-0000	401
29	875 1	LIGHTPOST	WY	726-35-015	LIGHTPOST LLC	20421 PACIFICA DR	CUPERTINO	CA	95014-3013	410
30	19115	ROSE	AV	726-36-007	MAGINCALDA, LEROY J ET AL	4475 E WOODWARD RD	MANTECA	CA	95337	401
31	220 1	GINGER	WY	726-36-056	WALTON, GARY A AND JEAN M	PO BOX 1265	MORGAN HILL	CA	95038-1265	401
32		GINGER	WY	726-36-057	WALTON, GARY A AND JEAN M	PO BOX 1265	MORGAN HILL	CA	95038-1265	401
33		ROSE	AV	726-36-078	1493 INVESTORS LLC	15700 WINCHESTER BLVD	LOS GATOS	CA	95030	401
34	19210	MONTEREY	RD	726-41-065	PEEBLES SQUARE LLC	1630 OAKLAND RD STE 215	SAN JOSE	CA	95131	401
35	18210	BUTTERFIELD	BL	726-44-005	GOLDEN STATE ASSEMBLY INC	18210 BUTTERFIELD BLVD	MORGAN HILL	CA	95037-0000	410
36		BUTTERFIELD	BVL	726-58-001	EVERGREEN-BUTTERFIELD &	2390 E CAMELBACK RD UNIT	PHOENIX	AZ	85016	410
37		BUTTERFIELD	BV	726-58-002	EVERGREEN-BUTTERFIELD &	2390 E CAMELBACK RD UNIT	PHOENIX	AZ	85016	410
38		CHOCHRANE	BV	726-58-003	TAMBRO PROPERTIES LLC	2780 ALUM ROCK AVE	SAN JOSE	CA	95127	410
39		SKIPPER	LN	726-58-006	CUTINA MORGAN HILL LLC	711 CALLE ARTIS	SAN JOSE	CA	95131	410
40		BUTTERFIELD	BV	726-58-007	EVERGREEN-BUTTERFIELD &	2390 E CAMELBACK RD UNIT	PHOENIX	AZ	85016	410
41		WOODVIEW		726-58-008	EVERGREEN-BUTTERFIELD &	2390 E CAMELBACK RD UNIT	PHOENIX	AZ	85016	410
42		WOODVIEW	DR	726-58-009	EVERGREEN-BUTTERFIELD &	2390 E CAMELBACK RD UNIT	PHOENIX	AZ	85016	410
43		JARVIS	DR	726-58-011	EVERGREEN-BUTTERFIELD &	2390 E CAMELBACK RD UNIT	PHOENIX	AZ	85016	410
44		JARVIS	DR	726-58-012	TENFOLD DEVELOPMENT LLC	985 SW DISK DR UNIT 120	BEND	OR	97702	410
45	17200	KRUSE RANCH	LN	728-01-001	VALENCIA, ANDRES ET AL	17200 KRUSE RANCH LN	MORGAN HILL	CA	95037-6700	04-
46	2275 1 E	DUNNE	AV	728-02-003	SERENE HILLS LLC	11541 SEVEN SPRINGS DR	CUPERTINO	CA	95014	400
47	1565 1	LEAFY	CT	728-14-078	PINLAC, GANDRES AND ANNA LIZA	1565 LEAFY CT	MORGAN HILL	CA	95037-3340	400
48	1530 1	JASMINE	WY	728-14-082	PANIUTIN, OLEKSANDR AND	1530 JASMINE WAY	MORGAN HILL	CA	95037-3337	400

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	Situs			APN			CITY/STATE			
49	1370 1	JASMINE	WY	728-15-041	LANGDON, JOSEPH A	1370 JASMINE WAY	MORGAN HILL	CA	95037-3334	400
50	1415 1	JASMINE	WY	728-15-045	PRICHARD, CHARLES C ET AL	4242 CRESTVIEW DR	LA MESA	CA	91941	400
51	18105	DE PAUL	DR	728-30-010	TC MORGAN HILL VENTURE LLC	415 MISSION ST UNIT 45 FLR	SAN FRANCISCO	CA	94105	400
52	18265	DE PAUL	DR	728-30-011	TC MORGAN HILL VENTURE LLC	415 MISSION ST UNIT 45 FLR	SAN FRANCISCO	CA	94105	400
53	18225	DE PAUL	DR	728-30-012	TC MORGAN HILL VENTURE LLC	415 MISSION ST UNIT 45 FLR	SAN FRANCISCO	CA	94105	400
54	18185	DE PAUL	DR	728-30-013	TC MORGAN HILL VENTURE LLC	415 MISSION ST UNIT 45 FLR	SAN FRANCISCO	CA	94105	400
55	1485 1	COCHRANE	RD	728-36-017	M V S COMPANY	PO BOX 2067	SARATOGA	CA	95070	400
56	2790 1	THOMAS	AV	729-01-010	SCIALABBA, STEVE AND CAROL	12878 ARROYO DE	SARATOGA	CA	95070-3706	400
57	2990 1	THOMAS	AV	729-02-004	HINDIYEH, OMAR JR ET AL	2038 MURDELL LN	LIVERMORE	CA	94550	400
58		OAKWOOD	CT	729-16-021	MILLER, CLAYTON K AND ANNA M	PO BOX 93	GILROY	CA	95021-0093	400
59	16315	OAK CANYON	DR	729-17-010	CROISETTIER, RAMANAKUMARI M	16315 OAK CANYON DR	MORGAN HILL	CA	95037-6813	400
60	16280	OAK CANYON	DR	729-17-015	SHERMAN HOUSE ASSOCS	15600 OAKRIDGE CT	MORGAN HILL	CA	95037	400
61	16335	JACKSON	DR	729-18-015	MARIN, THERESA J TRUSTEE	1005 SUMMERVIEW DR	SAN JOSE	CA	95132-2951	400
62	0	DUNNE	AV	729-26-002	UNGER, EUGENE C AND ROSE A	134 VISTA DEL CAMPO	LOS GATOS	CA	95030-6313	04-
63	17064	SHADY LANE	DR	729-29-017	HANSON, BRYAN F AND MIKEAL K	111 LOCUST AVE	HOLLISTER	CA	95023-3536	400
64	17460	LAKE VIEW	RD	729-41-019	BACH, JOSEPH AND LANAE	453 HOPE HULL CT	GREEN COVE SPRINGS	FL	32043-9500	400
65	2220 1	ROLLING	DR	764-03-002	KOONTZ, THANE	2220 ROLLING HILLS DR	MORGAN HILL	CA	95037-9438	400
66	2180 1	ROLLING	DR	764-03-004	HEISER, CHRISTOPHER J AND	2180 ROLLING HILLS DR	MORGAN HILL	CA	95037-9438	400
67	2130 1	GREENWOOD	AV	764-03-005	GRIKO, YURI	2130 GREENWOOD AVE	MORGAN HILL	CA	95037-9439	400
68	17690	BLACK OAK	CT	764-03-017	TULLY, SUSAN S AND TRUSTEE	7151 VIA ROMERA	SAN JOSE	CA	95139-1158	400
69	2055 1	ROCKY RIDGE	RD	764-03-023	WIECZOREK, MARISSA ET AL	1547 PRINCETON DR	SAN JOSE	CA	95118	400
70	17915	WOODLAND	AV	764-03-034	AVELAR, ANTONIO M TRUSTEE & ET	1212 EL CAMINO REAL UNIT	SANTA CLARA	CA	95050	400
71	280 1	TILTON	AV	764-09-004	LI, WEIWEI AND ZHANG , WEI	135 RIVIERA DR APT.143	LOS GATOS	CA	95032	400
72		MONTEREY	RD	764-09-013	SOUTHERN PACIFIC	MONTEREY RD	MORGAN HILL	CA	95037-0000	401

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	Situs			APN			CITY/STATE			
73		OLD	RD	764-10-003	SOUTHERN PACIFIC		MORGAN HILL	CA	95037-9228	401
74		MONTEREY	RD	764-10-006	HABIB, MOHAMMAD	825 BURNETT AVE	MORGAN HILL	CA	95037-9023	401
75	18625	MONTEREY	RD	764-10-008	BW MORGAN HILL LLC	2175 FRANCISCO BLVD EAST	SAN RAFAEL	CA	94901	401
76	18545	MONTEREY	RD	764-10-013	TRINH, OANH OANH NGUYEN ET AL	1717 MESSINA DR	SAN JOSE	CA	95132	400
77	18565	MONTEREY	RD	764-10-015	TRINH, OANH OANH NGUYEN ET AL	1717 MESSINA DR	SAN JOSE	CA	95132	400
78	115 1	CAMPOLI	DR	764-24-077	18755 OLD MONTEREY LLC	5655 SILVER CREEK VALLEY	SAN JOSE	CA	95138	400
79	18735	OLD	RD	764-24-078	18755 OLD MONTEREY LLC	5655 SILVER CREEK VALLEY	SAN JOSE	CA	95138	400
80	18745	OLD	RD	764-24-079	18755 OLD MONTEREY LLC	5655 SILVER CREEK VALLEY	SAN JOSE	CA	95138	400
81	18755	OLD	RD	764-24-080	18755 OLD MONTEREY LLC	5655 SILVER CREEK VALLEY	SAN JOSE	CA	95138	400
82	120 1	MUSTARD	AV	764-24-081	18755 OLD MONTEREY LLC	5655 SILVER CREEK VALLEY	SAN JOSE	CA	95138	400
83	125 1	CAMPOLI	RD	764-24-082	18755 OLD MONTEREY LLC	5655 SILVER CREEK VALLEY	SAN JOSE	CA	95138	400
84	18580	MURPHY	CT	764-27-027	BERGIN, RUSSELL K AND NOREEN G	18580 MURPHY SPRINGS CT	MORGAN HILL	CA	95037-3063	400
85	640 1	SPARHAWK	DR	764-31-037	ENDERSON, DANIELLE J TRUSTEE &	610 CHESTERTON AVE	BELMONT	CA	94002	400
86	17996	HILLWOOD	LN	764-32-044	CRONK, JON E AND DIANE D	17996 HILLWOOD LN	MORGAN HILL	CA	95037-3529	400
87		TRUMPP	CT	764-35-059	TRUMPP, WALTER C TRUSTEE	1540 INDUSTRIAL AVE	SAN JOSE	CA	95112-2714	400
88	600 1	CLAREMONT	DR	764-36-026	YOKOI, ELINOR M TRUSTEE	600 CLAREMONT DR	MORGAN HILL	CA	95037-4106	400
89	430 1	CLAREMONT	DR	764-36-059	MAHSENI, ALIREZA M AND ZEINALI ,	2544 WESTGATE AVE	SAN JOSE	CA	95125-4043	400
90	17635	PEAK	AV	764-36-060	MAHSENI, ALIREZA M AND ZEINALI ,	2544 WESTGATE AVE	SAN JOSE	CA	95125-4043	400
91	17605	JOHN TELFER	DR	764-38-005	GRAVES, JEFF B AND VO , LYNN	1177 BRANHAM LN UNIT 109	SAN JOSE	CA	95118	400
92	17695	JOHN TELFER	DR	764-38-013	TORSTENSSON, GUSTAV P AND	17695 JOHN TELFER DR	MORGAN HILL	CA	95037-4012	400
93	18605	CASTLE HILL	DR	764-43-001	DOHERTY, SEAN AND SUSAN M	18605 CASTLE HILL DR	MORGAN HILL	CA	95037-9171	400
94	18470	CASTLE HILL	DR	764-45-007	GLENROCK BUILDERS INC	P.O. BOX 1179	MORGAN HILL	CA	95038	400
95	18580	CASTLE HILL	DR	764-45-021	GLENROCK BUILDERS INC	P.O. BOX 1179	MORGAN HILL	CA	95038	400
96	18490	CASTLE HILL	DR	764-45-030	GLENROCK BUILDERS INC	14500 SYCAMORE DR	MORGAN HILL	CA	95037-0000	400

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	Situs				APN			CITY/STATE			
97			CASTLE HILL	DR	764-45-031	GLENROCK BUILDERS INC	P.O. BOX 1179	MORGAN HILL	CA	95038	400
98	18303		LLAGAS	CT	764-53-005	MELLOW, CATHY	18303 LLAGAS CT	MORGAN HILL	CA	95037-0000	400
99			SPRING	AV	767-01-052	GARCIA, W ROCKE AND GLENDA	14500 SYCAMORE DR	MORGAN HILL	CA	95037	400
100			DE MONTE	AV	767-03-005	MURPHY, MELISSA L ET AL	17490 CARRIAGE LAMP WAY	MORGAN HILL	CA	95037-3746	400
101		W	DUNNE	AV	767-03-046	BETPOLICE, FARIDEH TRUSTEE	21515 HAWTHORNE BLVD	TORRANCE	CA	90503	400
102		W.	MAIN	AV	767-05-001	PACIFIC GAS & ELECTRIC CO					400
103	17205		MONTEREY	RD	767-08-006	MANASSERO, VIRGINIA P TRUSTEE	515 PATTERSON BLVD	PLEASANT HILL	CA	94523	04-
104	50		4TH	ST	767-08-012	TONUS, VIRGINIA R TRUSTEE & ET	1654 SUNNYSLOPE RD	HOLLISTER	CA	95023	04-
105	16815		MONTEREY	RD	767-10-004	SINGIREDDY, NINGA	2740 TORO VISTA CT	MORGAN HILL	CA	95037-3947	400
106	16805		MONTEREY	RD	767-10-046	SINGIREDDY, NINGA	2740 TORO VISTA CT	MORGAN HILL	CA	95037-3947	400
107	335 1		SPRING	AV	767-11-030	GIANCOLA, JOSEPH TRUSTEE & ET	2290 A COCHRANE RD	MORGAN HILL	CA	95037-9306	400
108			BARNELL	AV	767-12-012	HAREN PROPERTIES LLC	17045 HILL RD	MORGAN HILL	CA	95037	400
109	16615		DEL MONTE	AV	767-16-045	CARUSO, SALVATORE AND	20431 MCKEAN RD	SAN JOSE	CA	95120-2403	400
110	180 1		FOOTHILL	CT	767-17-012	PRATT, TERYL L AND ELIZABETH A	180 FOOTHILL CT	MORGAN HILL	CA	95037-5003	400
111	16595		MONTEREY	RD	767-17-046	RED JASPER LLC	21701 STEVENS CREEK BLVD	CUPERTINO	CA	95014	400
112	16505		MONTEREY	RD	767-17-047	VCBLA NIDO LLC	6840 VIA DEL ORO STE 170	SAN JOSE	CA	95119	400
113	220 1	W	EDMUNDSON	AV	767-21-015	PANCAL EDMUNDSON LP	4125 BLACKFORD AVE #200	SAN JOSE	CA	95117	400
114	1862 1		LLAGAS	RD	773-18-029	KORTE, KYLE J ET AL	1862 LLAGAS RD	MORGAN HILL	CA	95037-9445	400
115	1210 1		LLAGAS	RD	773-20-012	PETTEWAY, PATRICIA G	1210 LLAGAS RD	MORGAN HILL	CA	95037-9459	400
116			LLAGAS	RD	773-32-017	STROLATA PROPERTIES LLC	999 FRANQUETE AVE	SAN JOSE	CA	95125	400
117			LLAGAS	RD	773-32-018	STROLATA PROPERTIES LLC	999 FRANQUETE AVE	SAN JOSE	CA	95125	400
118	1110		LLAGAS	RD	773-32-019	STROLATA PROPERTIES LLC	999 FRANQUETE AVE	SAN JOSE	CA	95125	400
119			LLAGAS	RD	773-32-020	STROLATA PROPERTIES LLC	999 FRANQUETE AVE	SAN JOSE	CA	95125	400
120			MONTEREY	RD	779-04-080	LIV MORGAN HILL LLC	5671 SANTA TERESA BLVD	SAN JOSE	CA	95123	400

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	Situs			APN			CITY/STATE			
121	14545	ATHERTON	CL	779-49-001	SILVAS, YANCEY M AND LORINDA	14545 ATHERTON CIR	MORGAN HILL	CA	95037-0000	402
122	15090	WATSONVILLE	RD	779-51-055	MH DEVELOPMENT LLC	3619 LAGO DE BRACCIANO	SAN JOSE	CA	95148	402
123	16495	VINEYARD	BL	817-02-043	TANSY DEVELOPMENT INC	1967 STANWOOD DR	SANTA BARBARA	CA	93103	400
124	16470	VINEYARD	BL	817-02-044	TANSY DEVELOPMENT INC	1967 STANWOOD DR	SANTA BARBARA	CA	93103	400
125	175	MAST	ST	817-02-047	SEMAAN, FADI I AND KRALIAN ,	10538 PHIL PL	CUPERTINO	CA	95014-4670	400
126		CHURCH ST		817-02-055	LABRUCHERIE, ARMAND R AND	16373 REYNOLDS DR	MORGAN HILL	CA	95037-0000	400
127		CHURCH	ST	817-02-056	LABRUCHERIE, ARMAND R AND	941 A BERRYESSA RD	SAN JOSE	CA	95133	400
128		CHURCH	ST	817-02-057	LABRUCHERIE, ARMAND R AND	16373 REYNOLDS DR	MORGAN HILL	CA	95037-0000	400
129		CHURCH	ST	817-02-060	LABRUCHERIE, ARMAND R AND	16373 REYNOLDS DR	MORGAN HILL	CA	95037-0000	400
130		CHURCH ST		817-02-061	LABRUCHERIE, ARMAND R AND	16373 REYNOLDS DR	MORGAN HILL	CA	95037-0000	400
131		CHURCH	ST	817-02-062	LABRUCHERIE, ARMAND R AND	16373 REYNOLDS DR	MORGAN HILL	CA	95037-0000	400
132		RAILROAD	AV	817-05-070	SOUTHERN PACIFIC	RAILROAD AVE	MORGAN HILL	CA	95037-0000	400
133		TENNANT	AV	817-08-015	COX, EUGENE R TRUSTEE & ET AL	4223 CHABOYA HILLS CT	SAN JOSE	CA	95148-3700	402
134		TENNANT	AV	817-08-019	PANWALA, KUSUM S TRUSTEE & ET	17380 RINGEL DR	MORGAN HILL	CA	95037-3382	402
135		TENNANT	AV	817-08-029	RAIL AND TENN LLC	600 TENNANT AVE	MORGAN HILL	CA	95037-5519	401
136	800 1	TENNANT	AV	817-08-030	D DEVI OIL INC	41805 ALBRAE ST	FREMONT	CA	94538-3120	402
137		BARRETT	AV	817-09-056	BFH CM RESIDENTIAL LLC	12657 ALCOSTA BLVD STE 25(	SAN RAMON	CA	94583	400
138	235 1	SAN PEDRO	AV	817-11-066	GREIF CONTAINERS INC A DELW CO	425 WINTER RD	DELAWARE	OH	43015	400
139	965 1	SAN PEDRO	AV	817-11-073	965 PEDRO GROVE LLC	1457 EDGEWOOD DR	PALO ALTO	CA	94301-3118	400
140	16375	CONDIT	RD	817-13-021	NG, BETTY TRUSTEE & ET AL	1835 FRANKLIN APT 903	SAN FRANCISCO	CA	94109-3457	400
141	1075 1	CONDIT	AV	817-13-022	NG, BETTY TRUSTEE & ET AL	1835 FRANKLIN APT 903	SAN FRANCISCO	CA	94109-3457	400
142		HILL	RD	817-20-031	LEWIS MORGAN HILL LLC	POBOX 5368	SAN JOSE	CA	95150	400
143	16015	CAPUTO	DR	817-29-030	MORGAN HILL CAR WASH INC	5542 MONTEREY RD UNIT 217	SAN JOSE	CA	95138	400
144		BARRETT	AV	817-30-080	SANDHU, ATAM PARKASH SINGH	1800 SILVERWINGS CT	MORGAN HILL	CA	95037-9308	400

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	Situs			APN			CITY/STATE			
145	16695	SORREL	WY	817-50-016	HARDESTY, DANIEL J ET AL	16695 SORREL WAY	MORGAN HILL	CA	95037-3925	400
146	470 1	SAN PEDRO	AV	817-59-068	AHMADI, RAHMATOLLAH AND SHIVA	3629 BERCAW LN	SAN JOSE	CA	95124-2831	400
147	16680	NINA	LN	817-60-024	BUTTERICK, TIMOTHY W AND	16680 NINA LN	MORGAN HILL	CA	95037-5240	400
148	2785 1	TORO VISTA	CT	817-70-007	NGUYEN, NGUYEN PHAM QUOC AND	848 POINT CREEK DR	SAN JOSE	CA	95133-2913	400

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: February 21, 2024

PREPARED BY:
Michelle Bigelow, City Clerk
APPROVED BY: City Manager

ADOPT RESOLUTIONS CALLING FOR A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024; PLACING A MEASURE ON THE BALLOT TO ENACT A TWELVE CONSECUTIVE YEAR LIMIT ON COMBINED MAYORAL AND CITY COUNCIL SERVICE; PLACING A MEASURE ON THE BALLOT TO AMEND THE CURRENT TWO-YEAR MAYORAL TERM TO A FOUR-YEAR TERM; AND PROVIDE DIRECTION REGARDING TERM LIMITS FOR CITY BOARDS AND COMMISSIONS.

RECOMMENDATION(S)

1. Adopt Resolution A calling for a General Municipal Election to be held on Tuesday, November 5, 2024, to elect a Mayor, one Council Member from District A, one Council Member from District C, and the City Treasurer;
2. Adopt Resolution B requesting the services of the Board of Supervisors of the County of Santa Clara and the Registrar of Voters Office - and the Consolidation of the Election;
3. Adopt Resolution C placing a measure on the ballot to enact a twelve consecutive year limit on combined Mayoral and City Council service;
4. Adopt Resolution D placing a measure on the ballot to amend the current two-year Mayoral Term to a four-year term; and
5. Provide direction regarding term limits for boards and commissions.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities
Fostering a Positive Organizational Culture
Preserving and Cultivating Public Trust
Enhancing Diversity and Inclusiveness

REPORT NARRATIVE:

On May 3, 2023, the Council directed staff to bring this topic back for Council consideration. On June 7, 2023, the Council directed staff to research term limits and bring information back to the City Council to review and provide direction. The City of Morgan Hill does not have term limits for the Council or commissions. Should the City

Council want to put term limits in place for the elected positions of Mayor and Council Member, it would require voter approval. Term limits for commissions can be put in place by the Council's adoption of an ordinance. On January 17, 2024, the Council discussed enacting term limits for the Council and commissions and whether or not to change the Mayor's term from two to four years. The Council decided to continue the conversation to a future meeting.

Background

Government Code Section 36502(b) specifies that the City Council or the residents of the City may propose, by initiative, a proposal to limit the number of terms a member of the City Council may serve on the City Council or the number of terms an elected mayor may serve. Any proposal to limit the number of terms a member of the city council may serve on the city council, or the number of terms an elected mayor may serve, shall apply prospectively only and shall not become operative unless the proposition is submitted to the electors of the City at a regularly scheduled election and a majority of the votes cast favor its adoption. Limitations may be placed on the number of consecutive terms that Council Members may serve and may also be placed on the number of terms that a person may serve during their lifetime.

A few term-limit ordinances are currently being used throughout the state, and they generally fall within four models. However, these are examples, and the Council may choose term limits that serve our Community in the best way:

- Two or three consecutive four-year terms for Council Members and two or more consecutive two-year terms for the Mayor are followed by a hiatus of a specified duration (typically one, two, or four years) before the incumbent can seek election to additional terms.
- Two or three consecutive terms of four years for Council Members and two or more terms of two years for the Mayor.
- Eight or ten-year maximum consecutive terms for Council Members and the Mayor, followed by a hiatus of a specified duration (typically 1, 2, or 4 years) before the incumbent is eligible to seek election to additional terms.
- Eight or ten-year maximum consecutive terms for Council Members and the Mayor.

In addition, pursuant to Government Code Section 36502(b), a term limit ordinance applies only prospectively. This means that any term of office that commenced before the ordinance's effective date would not count as a term served for implementing the ordinance.

NEXT STEPS:

Calling for the November 5, 2024, General Election

Pursuant to Election Code § 10002, the attached Resolution “A” calls for a General Municipal Election to be held on Tuesday, November 5, 2024, to elect a Mayor for a

two-year term; one Council Member from District A for a four-year term; one Council Member from District C for a four-year term, and the City Treasurer for a four-year term.

Section 7 of Resolution "A" provides "that in the event of a tie vote (if any two or more persons receive, an equal and the highest number of votes for an office) the City Council, in accordance with Election Code § 15651(b), shall conduct a special runoff election to resolve the tie vote and such special runoff election is to be held on a Tuesday not less than 40 days nor more than 125 days after the administrative or judicial certification of the election which resulted in a tie vote."

The Council can adopt Resolution "A", as presented, with the requirement that a tie vote will be resolved by special election. Should the Council wish to resolve a tie vote by lot, the Council should amend Section 7 of the Resolution "A" to read:

"SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Santa Clara, Registrar of Voters Office, the City Council, in accordance with Election Code § 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot."

Section 5 of Resolution "B", Candidates' Statements, establishes a 200-word limitation for the Candidates' Statements. Per City Council Resolution No. 16-005, Section 6 of Resolution B provides that candidates pay half the estimated costs to submit a "Candidate Statement." The Santa Clara County Registrar of Voters Office has not yet provided Candidate Statement estimates.

The City Council typically certifies the general municipal election results in the second week in December following the election.

Proposed Ballot Measures

If the Council wants to place a term limit measure on the November 2024 ballot, staff has prepared a draft ballot measure that would:

- Limit individuals to consecutive terms of 12 years as either Mayor or Council Member.
- Allow a termed-out Mayor or Council Member to run for election again after a waiting period of four years.

These terms can be modified per City Council direction.

If the Council wishes to change the Mayor's term from 2 years to 4 years, staff has prepared a draft ballot measure to extend the Mayoral term.

Term Limits for Boards and Commissions

Chapter 2.22.010 of the Morgan Hill Municipal Code established four formal Boards and Commissions. These are the Planning Commission, the Parks and Recreation Commission, the Library Culture and Arts Commission, and the Disaster Council. Currently, there are no term limits for any of the boards and commissions. Staff is seeking direction regarding the following:

- Should the City adopt term limits for some or all of the boards and commissions?
- If the Council wants to adopt term limits for boards and commissions, how long should members be allowed to serve?
- If a member is termed out, should the member be allowed to serve on a different board or commission?
- Should a termed-out member be allowed to apply again after a waiting period, and if so, what should the waiting period be?
- Should term limits for boards and commissions be set by policy, which allows flexibility in the event that there is difficulty in filling vacancies, or should term limits be enacted by ordinance, which requires a formal process to amend.

COMMUNITY ENGAGEMENT:
This report serves to inform the Community of the City Council's discussion regarding term limits.

ALTERNATIVE ACTIONS:
The City Council may direct staff to take no further action.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
On May 3, 2023, the Council directed staff to bring back this topic for Council consideration. On June 7, 2023, the Council directed staff to research term limits and bring information back to the City Council to review and provide direction. On January 17, 2024, the Council discussed enacting term limits for the Council and commissions and whether or not to change the Mayor's term from two to four years. The Council decided to continue the conversation to a future meeting.

FISCAL AND RESOURCE IMPACT:
Should the City Council move forward with placing a measure(s) on the ballot, the estimated cost is $60,000 per ballot measure.

CEQA (California Environmental Quality Act):
Not a Project.
Organizational or administrative activities of governments will not result in direct or indirect physical changes in the environment.

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL
LEGISLATIVE COUNSEL BUREAU

State of California

GOVERNMENT CODE

Section 36502

36502. (a) A person is not eligible to hold office as councilmember, city clerk, or city treasurer unless he or she is at the time of assuming the office an elector of the city, and was a registered voter of the city at the time nomination papers are issued to the candidate as provided for in Section 10227 of the Elections Code.

If, during his or her term of office, he or she moves his or her place of residence outside of the city limits or ceases to be an elector of the city, his or her office shall immediately become vacant.

(b) Notwithstanding any other provision of law, the city council of a general law or charter city may adopt or the residents of the city may propose, by initiative, a proposal to limit or repeal a limit on the number of terms a member of the city council may serve on the city council, or the number of terms an elected mayor may serve. Any proposal to limit the number of terms a member of the city council may serve on the city council, or the number of terms an elected mayor may serve, shall apply prospectively only and shall not become operative unless it is submitted to the electors of the city at a regularly scheduled election and a majority of the votes cast on the question favor the adoption of the proposal. Notwithstanding the provisions of this subdivision, the provisions of any city charter that, on January 1, 1996, impose limitations on the number of terms a member of the city council may serve on the city council, or the number of terms an elected mayor may serve, shall remain in effect. Unless otherwise prohibited by a city charter, any city charter may be amended pursuant to this section or pursuant to the procedures specified in the charter, to include the limitation authorized in this subdivision.

(Amended by Stats. 1995, Ch. 432, Sec. 5. Effective January 1, 1996.)

CITY OF MORGAN HILL

Term Limits

February 21, 2024

Term Limits Examples

CITY OF MORGAN HILL

Term Limits by Seat

select term limits:
2 terms; 3 terms, etc.

Examples:

Council Member for 2 terms (8 years)
or
Mayor for 2 terms (4 years)
or
Council Member for 2 terms (8 years) followed by Mayor for 2 terms (4 years)

OR

Maximum Consecutive Term in Years

select term:
10 yrs, 12 yrs, etc.

Examples:

Council Member for 10 years
or
Mayor for 10 years
or
Council Member for 8 years (2 terms) followed by Mayor for 2 years (1 term)

Allow a hiatus between terms limits

OR

Create a lifetime term limit

Council Member Term = 4 years

Mayor Term = 2 years

Council Discussion/Action

CITY OF MORGAN HILL

- Does the City Council wish to put term limits in place?
  - Yes:
    - Direct staff to bring back a resolution placing term limits on the November 2024 ballot.
    - Provide direction to staff on:
      - Term limits per seat i.e. Council Member x terms and Mayor x terms

      Or

      - Term limits of total x consecutive years

Council Discussion/Action Cont.

CITY OF MORGAN HILL

- Provide direction ..:
  - Whether to allow a hiatus between term limits

  Or

  - Create a lifetime term limit

- Does the City Council wish to put term limits in place for commissions?
  - Yes:
    - Direct staff to bring back an ordinance codifying term limits for commissions.

Council Discussion/Action Cont.

CITY OF MORGAN HILL

- Does the City Council wish to change the mayoral term from two to four years?
  - Yes:
    - Direct staff to bring back a resolution placing the mayoral term on the November 2024 ballot.

QUESTIONS?

CITY OF MORGAN HILL

RESOLUTION "A"

RESOLUTION NO. 24-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL, CALIFORNIA, CALLING, AND GIVING NOTICE FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California a General Municipal Election shall be held on Tuesday, November 5, 2024, for the election of Municipal Officers.

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

SECTION 1. Pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Morgan Hill, California, on Tuesday, November 5, 2024, a General Municipal Election for the purpose of electing a Mayor for the full term of two-years, a Member of the City Council from District "A", a Member of the City Council from District "C", and a City Treasurer for the full terms of four-years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed, and directed to coordinate with the Registrar of Voters of the County of Santa Clara to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code § 10242, except as provided in § 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 21st day of February 2024 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**

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.24-XXX, adopted by the City Council at the meeting held on February 21, 2024.

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

DATE: _____ _____
MICHELLE BIGELOW, City Clerk

RESOLUTION "B"

RESOLUTION NO. 24-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024 WITH THE GUBERNATORIAL STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Morgan Hill called a General Municipal Election to be held on Tuesday, November 5, 2024, for the purpose of the election of a Mayor, a Member of the City Council from District "A", a Member of the City Council from District "C", and a City Treasurer, and;

WHEREAS, it is desirable that the General Municipal Election be consolidated with the statewide Gubernatorial General Election to be held on the same date and that within the city the precincts, polling places and election officers of the two elections be the same, and that the Registrar of Voters Office of the County of Santa Clara canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

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

SECTION 1. That pursuant to the requirements of §10403 of the Elections Code, the Board of Supervisors of the County of Santa Clara is hereby requested to consent and agree to the consolidation of a General Municipal Election with the statewide Gubernatorial General Election on Tuesday, November 5, 2024, for the purpose of the election of a Mayor, a Member of the City Council from District A, a Member of the City Council from District C, and a City Treasurer.

SECTION 2. That the Board of Supervisors of the County of Santa Clara is requested to issue instructions to the Registrar of Voters Office to take any and all steps necessary for the holding of the consolidated election.

SECTION 3. That the Registrar of Voters of the County of Santa Clara is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide/general election.

SECTION 4. That the City of Morgan Hill recognizes that additional costs will be incurred by the County of Santa Clara by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. **Candidate Statements**. Candidates shall not be permitted to submit materials other than the Candidate Statement with the sample ballot and voter's pamphlet. The Candidate Statement shall be two hundred (200) words or less.

SECTION 6. Candidate Statement Fee. Pursuant to City Council Resolution No. 16-005, adopted January 20, 2016, candidates will be required to pay half of the costs charged by the Santa Clara County Registrar of Voters Office to submit and publish a Candidate Statement at the time the Candidate Statement is filed with the City Clerk.

SECTION 7. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Registrar of Voters Office of the County of Santa Clara.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Morgan Hill at a regular meeting held on the 21st day of February 2024.

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

APPROVED: **ATTEST:**

_____ ____ _____
MARK TURNER, Mayor **MICHELLE BIGELOW, City Clerk**

ꕥ CERTIFICATION ꕥ

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. 24-XXX, adopted by the City Council at a regular meeting held on February 21, 2024.

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

DATE: _____

_____
MICHELLE BIGELOW, City Clerk

RESOLUTION "C"

RESOLUTION NO. 24-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL, CALIFORNIA, SUBMITTING TO THE VOTERS AT THE NOVEMBER 5, 2024,GENERAL MUNICIPAL ELECTION, A BALLOT MEASURE TO ENACT TERM LIMITS FOR CITY COUNCIL MEMBERS

WHEREAS, a General Municipal Election has been called and is to be held in the City of Morgan Hill, California, on Tuesday, November 5, 2024; and,

WHEREAS, Government Code section 36502 provides that a general law city may enact limits on the number of terms a member of the city council may serve by a majority vote of the electors of the city; and,

WHEREAS, on February 21, 2024, the City Council met and considered a proposal to place term limits on the November 5, 2024, ballot; and,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to the requirements of the State of California, at the General Municipal Election on Tuesday, November 5, 2024, the following question shall be submitted to the voters:

Shall the measure amending the Morgan Hill Municipal Code to establish a twelve consecutive year limit on combined mayoral and city council service be adopted?	**YES**
	NO

and

SECTION 2. That the text of the ballot measure is attached to this resolution as Attachment A.

SECTION 3. The ballots to be used at the election shall be in the form and content as required by law.

SECTION 4. The election on this measure shall be held, voting precincts designated, ballots be printed, polls opened and closed, ballots counted and returned, returns canvassed, the returns made, and result ascertained and determined, and all other proceedings conducted in connection with the election, under the regulations of the Registrar of Voters of Santa Clara

County, in accordance with the provisions of the law governing general municipal elections in general law cities.

SECTION 5. The City Council authorizes all members of the City Council to file written argument(s) In Favor of or Against the measure described in Section 1 above, not exceeding 300 words, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California.

SECTION 6. An argument for or against the measure shall not exceed 300 words in length. If more than one argument is submitted for the measure or more than one argument against the measure, the City Clerk shall select the argument to be included with the ballot materials. The arguments may be changed or withdrawn until and including the date fixed by the City Clerk, after which no arguments for or against the measure may be submitted to the City Clerk.

SECTION 7. The primary arguments for and against the measure shall be submitted to the City Clerk by five p.m. on August 9, 2024, to meet the deadline established by the Santa Clara County Registrar of Voters for primary arguments. The arguments shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization and the printed name and signature of at least one of its principal officers who is the author of the argument. The arguments shall be accompanied by the Form of Statement to Be Filed by Author(s) of the Argument to be provided by the City Clerk.

SECTION 8. In accordance with Elections Code section 9285(b), the City of Morgan Hill hereby authorizes the filing of rebuttal arguments as set forth below and in accordance with state law.

The elections official shall send a copy of an argument in favor of the proposition to the authors of any argument against the measure and a copy of an argument against the measure to the authors of any argument in favor of the measure immediately upon receiving the arguments.

The author, or a majority of the authors, of any argument relating to the measure may prepare and submit a rebuttal argument not exceeding 250 words or may authorize in writing any other person or persons to prepare, submit, or sign the rebuttal argument.

A rebuttal argument may not be signed by more than five authors.

The rebuttal arguments shall be filed with the City Clerk, signed with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization and the printed name and signature of at least one of its principal officers, by five p.m. on August 16, 2024, to meet the deadline established by the Santa Clara County Registrar of Voters for rebuttal arguments. The rebuttal arguments shall be accompanied by the Form of Statement to be provided by the City Clerk and to be filed by the author(s) of the argument.

Rebuttal arguments shall be printed in the same manner as the direct arguments. Each

rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

SECTION 9. The City Attorney shall prepare an impartial analysis of the measure.

SECTION 10. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 11. If, at the election, a majority (50% plus 1) of the votes cast on the measure are in favor of the measure, then the measure shall be deemed to have been accepted and approved by the votes upon the date that the City of Morgan Hill declares the vote and shall go into effect ten (10) days after that date, pursuant to Section 9217 of the Elections Code.

SECTION 12. That notice of the time and place of holding the election is given, and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election in time, form, and manner as required by law.

SECTION 13. That the City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original Resolutions.

PASSED AND ADOPTED by the City Council of the City of Morgan Hill at a regular meeting held on the 21st day of February 2024 by the following vote:

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

ꕥ CERTIFICATION ꕥ

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. 24-xxx, adopted by the City Council at a Regular Meeting held on February 21, 2024.

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

DATE:_____ **_____**
MICHELLE BIGELOW, City Clerk

ATTACHMENT A

ORDINANCE NO. _____, NEW SERIES

AN ORDINANCE OF THE CITY OF MORGAN HILL ADDING A NEW SECTION 1.16.025 ("TERM LIMITS") TO CHAPTER 1.16 ("ELECTIONS") OF TITLE 1 ("GENERAL PROVISIONS") OF THE MORGAN HILL MUNICIPAL CODE

THE PEOPLE OF THE CITY OF MORGAN HILL DO ORDAIN AS FOLLOWS:

SECTION 1: Section 1.16.025 ("Term Limits") of Chapter 1.16 ("ELECTIONS") of Title 1 ("GENERAL PROVISIONS") is hereby added to read as follows:

1.16.025 – Term Limits

A. A person may serve a combined maximum of twelve consecutive years of elective terms as either a City Councilmember or as Mayor.

B. Once a person reaches the combined consecutive elective terms provided in subsection A, the former Councilmember or Mayor is not eligible to be a candidate for election or appointed to serve again on the City Council until the expiration of four years following the end of the officer's elective service.

C. If a person has only two available years of service remaining under the combined term limit provided in subsection (A), that person is not eligible to be a candidate for a four-year seat until the expiration of four years following their last service. The person may thereafter serve as Mayor, or a Councilmember as provided in subsection (B).

SECTION 2. Severability. If any part of this Ordinance is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the applicability of this Ordinance to other situations.

RESOLUTION "D"

RESOLUTION NO. 24-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL, CALIFORNIA, SUBMITTING TO THE VOTERS AT THE NOVEMBER 5, 2024, GENERAL MUNICIPAL ELECTION, A BALLOT MEASURE TO ENACT TERM LIMITS FOR CITY COUNCIL MEMBERS

WHEREAS, a General Municipal Election has been called and is to be held in the City of Morgan Hill, California, on Tuesday, November 5, 2024; and,

WHEREAS, in 1996, the electors of Morgan Hill enacted a measure creating a directly elected mayor with a mayoral term of two years; and

WHEREAS, Government Code section 34900 provides that a general law city may submit to the electors the question of whether an elected mayor shall serve a two-year or a four-year term; and,

WHEREAS, on February 21, 2024, the City Council met and considered a proposal to place a measure on the November 5, 2024, ballot to extend the mayoral term to four years; and,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to the requirements of the State of California, at the General Municipal Election on Tuesday, November 5, 2024, the following question shall be submitted to the voters:

Shall the measure to have the term of office for the directly elected Mayor of Morgan Hill be four years rather than the current two years be adopted?	**YES**
	NO

and

SECTION 2. That the text of the ballot measure is attached to this resolution as Attachment A.

SECTION 3. The ballots to be used at the election shall be in the form and content as required by law.

SECTION 4. The election on this measure shall be held, voting precincts designated, ballots be printed, polls opened and closed, ballots counted and returned, returns canvassed, the returns made, and result ascertained and determined, and all other proceedings conducted in connection with the election, under the regulations of the Registrar of Voters of Santa Clara County, in accordance with the provisions of the law governing general municipal elections in general law cities.

SECTION 5. The City Council authorizes all members of the City Council to file written argument(s) In Favor of or Against the measure described in Section 1 above, not exceeding 300 words, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California.

SECTION 6. An argument for or against the measure shall not exceed 300 words in length. If more than one argument is submitted for the measure, or more than one argument against the measure, the City Clerk shall select the argument to be included with the ballot materials. The arguments may be changed or withdrawn until and including the date fixed by the City Clerk, after which no arguments for or against the measure may be submitted to the City Clerk.

SECTION 7. The primary arguments for and against the measure shall be submitted to the City Clerk by five p.m. on August 9, 2024, to meet the deadline established by the Santa Clara County Registrar of Voters for primary arguments. The arguments shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization and the printed name and signature of at least one of its principal officers who is the author of the argument. The arguments shall be accompanied by the Form of Statement to Be Filed by Author(s) of Argument to be provided by the City Clerk.

SECTION 8. In accordance with Elections Code section 9285(b), the City of Morgan Hill hereby authorizes the filing of rebuttal arguments as set forth below and in accordance with state law.

The elections official shall send a copy of an argument in Favor of the proposition to the authors of any argument against the measure and a copy of an argument against the measure to the authors of any argument in Favor of the measure immediately upon receiving the arguments.

The author, or a majority of the authors, of any argument relating to the measure may prepare and submit a rebuttal argument not exceeding 250 words or may authorize in writing any other person or persons to prepare, submit, or sign the rebuttal argument.

A rebuttal argument may not be signed by more than five authors.

The rebuttal arguments shall be filed with the City Clerk, signed with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization and the printed name and signature of at least one of its principal officers, by five p.m. on August 16, 2024, to meet the deadline established by the Santa Clara County Registrar of Voters for rebuttal arguments. The rebuttal arguments shall be accompanied

by the Form of Statement to be provided by the City Clerk and to be filed by the author(s) of the argument.

Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

SECTION 9. The City Attorney shall prepare an impartial analysis of the measure.

SECTION 10. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 11. If, at the election, a majority (50% plus 1) of the votes cast on the measure are in Favor of the measure, then the measure shall be deemed to have been accepted and approved by the votes upon the date that vote is declared by the City of Morgan Hill and shall go into effect ten (10) days after that date, pursuant to Section 9217 of the Elections Code.

SECTION 12. That notice of the time and place of holding the election is given, and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election in time, form, and manner as required by law.

SECTION 13. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original Resolutions.

PASSED AND ADOPTED by the City Council of the City of Morgan Hill at a regular meeting held on the 21st day of February 2024 by the following vote:

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

ꕥ CERTIFICATION ꕥ

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 February 21, 2024.

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

DATE:_____ **_____**
MICHELLE BIGELOW, City Clerk

ATTACHMENT A

ORDINANCE NO. _____, NEW SERIES

AN ORDINANCE OF THE CITY OF MORGAN HILL AMENDING SUBSECTION A. OF SECTION 1.16.020 ("ELECTION OF CITY COUNCIL MEMBERS") OF CHAPTER 1.16 ("ELECTIONS") OF TITLE 1 ("GENERAL PROVISIONS") OF THE MORGAN HILL MUNICIPAL CODE

THE PEOPLE OF THE CITY OF MORGAN HILL DO ORDAIN AS FOLLOWS:

SECTION 1: Subsection A of Section 1.16.020 ("Election of City Council Members") of Chapter 1.16 ("ELECTIONS") of Title 1 ("GENERAL PROVISIONS") is hereby amended to read as follows:

1.16.025 – Term Limits

"A. As established by measures D and E, enacted by the voters on March 26, 1996, <u>and as amended by the voters on November 5, 2024</u>, the mayor shall be elected directly by the electors for a term of <u>four</u> years."

SECTION 2. Severability. If any part of this Ordinance is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the applicability of this Ordinance to other situations.

From: Yvonne Chavez
To: CC Public Comment
Subject: [EXTERNAL] Term Limits for City Counsel
Date: Wednesday, September 6, 2023 1:40:11 PM

To all concerned

I am voicing my opinion that I believe we should have Term Limits for City Counsel. We need to have constant and fresh eyes for keeping the wonderful town growing at the right pace. Some times I think members all they see are dollar signs and it's pushing the business and good people out of town. Keep it real.

Yvonne Chavez
Long time resident

Sent from my iPhone

WARNING: This message is from an external user. Confidential information such as social security numbers, credit card numbers, bank routing numbers, gift card numbers, wire transfer information and other personally identifiable information should not be transmitted to this user. For question, please contact the Morgan Hill IT Department by opening a new helpdesk request online or call 408-909-0055.

From: Yvonne Chavez
To: CityCouncil
Subject: [EXTERNAL] Term limits
Date: Wednesday, September 6, 2023 1:32:04 PM

Hi
I am sending my desire to set term limits for city council.

This I believe will keep the ideas fresh and up to date.

Please consider for tonight meeting.

Regards
Yvonne Chavez
Home Owner in
Morgan Hill

Sent from my iPhone

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From: Christina Turner
To: Kim Mancera; Michelle Bigelow
Subject: FW: [EXTERNAL] No Term Limits
Date: Monday, January 15, 2024 7:43:55 PM

To supplement.

From: Carolyn Wallace <carolyn.wallace6@gmail.com>
Sent: Monday, January 15, 2024 5:56 PM
To: Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>; Mark Turner <mark.turner@morganhill.ca.go
Subject: [EXTERNAL] No Term Limits

Dear Morgan Hill City Council:

I am a resident of Morgan and asked that you please vote to oppose term limits.
We need effective leadership and limits should not be imposed,

Thank you,
Carolyn Wallace

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From: Christina Turner
To: Michelle Bigelow; Kim Mancera
Subject: FW: [EXTERNAL] Oppose Term Limits
Date: Monday, January 15, 2024 7:43:44 PM

To supplement.

-----Original Message-----
From: ewallace@garlic.com <ewallace@garlic.com>
Sent: Monday, January 15, 2024 6:13 PM
To: Mark Turner <mark.turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>
Subject: [EXTERNAL] Oppose Term Limits

I am a citizen of Morgan Hill and I asked that you please vote to oppose term limits.

We need good leaders and the citizens should be able to elect the leaders they want, it should not be based on time in service, it should be based on performance in office.

Thank you,
Eric Wallace

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From: Christina Turner
To: Michelle Bigelow; Kim Mancera
Subject: FW: [EXTERNAL] Re: Term Limits
Date: Tuesday, January 16, 2024 8:49:54 AM

Supplement.

From: Tim Herlihy <tim@creativemfgsol.com>
Sent: Tuesday, January 16, 2024 7:33 AM
To: Mark Turner <mark.turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>
Subject: [EXTERNAL] Re: Term Limits

Resending with Yvonne's correct email.

On Tue, Jan 16, 2024 at 7:29 AM Tim Herlihy <tim@creativemfgsol.com> wrote:

> Good Morning,
>
> I am a business owner, and resident in Morgan Hill, and I am opposed to term limits. The residents of Morgan Hill should be allowed to determine who we want representing us, and how long we want our elected officials to represent us for.
> Limits should not be imposed on good leadership.
> Sincerely,
>
> Tim Herlihy
> Creative Manufacturing Solutions Inc
> 18400 Sutter Blvd
> Morgan Hill Ca 95037
> P:(408)327-0600
> F:(408)327-0603

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From:	Michelle Bigelow
To:	Kim Mancera
Cc:	Christina Turner
Subject:	FW: Term Limits
Date:	Tuesday, January 16, 2024 8:36:54 AM

Supplement

Michelle Bigelow, MMC, CPMC
City Clerk/Public Information Officer
she | her | hers *(what's this?)*

City of Morgan Hill
City Clerk's Office
17575 Peak Avenue, Morgan Hill, CA 95037

D: 408.310.4678 **O:** 408.779.7259
michelle.bigelow@morganhill.ca.gov
morganhill.ca.gov | **facebook** | **twitter**

From: gordon@gordonkellyphoto.com <gordon@gordonkellyphoto.com>
Sent: Monday, January 15, 2024 10:28 PM
To: Mark Turner <mark.turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>
Subject: [EXTERNAL] Term Limits

Hello All,

It has come to my attention that the subject of term limits will be discussed at a future meeting. As a 10 year resident of Morgan Hill, I am opposed to term limits at the city and county level. I'm asking that you please vote to also oppose term limits. Thank you!

Best Regards,
Gordon Kelly

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From: Christina Turner
To: Michelle Bigelow; Kim Mancera
Subject: FW: [EXTERNAL] Resident of Morgan Hill
Date: Monday, January 15, 2024 4:53:50 PM

Please supplement.

-----Original Message-----
From: maria negrete <marianegrete01@yahoo.com>
Sent: Monday, January 15, 2024 4:53 PM
To: Mark Turner <mark.turner@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>
Subject: [EXTERNAL] Resident of Morgan Hill

"I'm a resident of Morgan Hill and I'm asking you to please vote to oppose term limits."

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From: Christina Turner
To: Michelle Bigelow; Kim Mancera
Subject: FW: [EXTERNAL] RE: No Local Term Limits!
Date: Monday, January 15, 2024 4:36:30 PM

Please supplement.

From: Scott Stotler <scott@stotlerdesigngroup.com>
Sent: Monday, January 15, 2024 4:34 PM
To: Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; Mark Turner <mark.turner@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>
Subject: [EXTERNAL] RE: No Local Term Limits!

Hello council members and city staff,

Happy New Year!

Through some chat with local friends in Morgan Hill, I understand there is some discussion of term limits?

We are and have been Morgan Hill residents for 50 years since 1974. We have raised our family here and attended Morgan Hill schools.

Throughout my career since 1983, I have worked with city staff and have personally known every Mayor and most council members since then.

We have seen many qualified Council members and Mayors serve our Morgan Hill community and win re-election several times.

We strongly believe that in a small community, the voting citizens should have final say in selecting our council members and Mayors.

When we have a dedicated member, it is best to keep them!

I have also seen council members and Mayors voted out by the people which is always a possibility. It is always an option!

Voting is the voice and choice of our local citizens.

For these above reasons..."We strongly oppose term limits in our local community elections!"

This always allows the Morgan Hill residents to determine their desired results.

It is only fair that...if a candidate obtains the peoples votes, this candidate can always run to be elected again without term limit.

Morgan Hill citizens have seen the benefits of "no term limits" by dedicated and competent representatives serving our wonderful city.

At the end of the day, voting people "in or out" is the way this was meant to work, and best for our neighborhoods!

Kind regards,

Scott and Liz Stotler

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From: Christina Turner
To: Michelle Bigelow; Kim Mancera
Subject: FW: Term Limits - City of Morgan Hill
Date: Monday, January 15, 2024 4:33:43 PM

Please supplement.

-----Original Message-----
From: Shawn Cabral <SCabral@gocompass.com>
Sent: Monday, January 15, 2024 4:32 PM
To: Mark Turner <mark.turner@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>
Cc: Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>
Subject: [EXTERNAL] Term Limits - City of Morgan Hill

Good Afternoon All
>
> I am a current Morgan Hill resident and homeowner and I'm asking you to please vote to oppose term limits. The City of Morgan Hill does not currently have term limits and there's no reason to start now. Thank you for your time.
>
> Shawn Cabral

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From: Christina Turner
To: Michelle Bigelow; Kim Mancera
Cc: Donald Larkin
Subject: FW: [EXTERNAL] Term Limits - Opposed
Date: Monday, January 15, 2024 4:23:31 PM

To supplement for Item 15.

From: amanda@thefreelagency.com <amanda@thefreelagency.com>
Sent: Monday, January 15, 2024 1:50 PM
To: Mark Turner <mark.turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>
Subject: [EXTERNAL] Term Limits - Opposed

I am a resident and business owner in Morgan Hill, and I am opposed to term limits. The residents of Morgan Hill should be allowed to determine who we want representing us, and how long we want our elected officials to represent us for. Limits should not be imposed on good leadership.

Thank you.

Amanda Freel
President
The Freel Agency, Inc.
Private Investigators
CA PI License #29010, formerly CA PI
License #22490
17705 Hale Avenue, Building "I" Suite #1
Morgan Hill, CA 95037
Phone: (408)799-3752
Fax: (866)504-3826
www.thefreelagency.com

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From: Christina Turner
To: Michelle Bigelow; Kim Mancera
Cc: Donald Larkin
Subject: FW: [EXTERNAL] Opposition to term limits
Date: Monday, January 15, 2024 4:22:05 PM

To supplement for Item 15.

-----Original Message-----
From: Bernard Mulligan <bernardmulligan@me.com>
Sent: Monday, January 15, 2024 4:12 PM
To: Mark Turner <mark.turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>
Subject: [EXTERNAL] Opposition to term limits

As a Morgan Hill resident I oppose term limits. Bernie Mulligan Sent from my iPhone

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From: Christina Turner
To: Michelle Bigelow; Kim Mancera
Subject: FW: [EXTERNAL] Term limits
Date: Monday, January 15, 2024 4:21:33 PM

To supplement for Item 15. Please note that the two comments that we have already included as a supplement are labeled as Item 17 (a carryover from the agenda when we first agendized).

From: Laurie Conforti <laurieconforti@gmail.com>
Sent: Monday, January 15, 2024 3:27 PM
To: Rene Spring <Rene.Spring@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>; gino.borgio@morganhill.ca.gov; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; Mark Turner <mark.turner@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>
Subject: [EXTERNAL] Term limits

Good afternoon,

I am a resident of Morgan Hill and I'm asking you to please vote to oppose term limits. I believe the voters should determine who the elected officials are and how long they serve.

Regards,

Laurie Conforti

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From: Michelle Bigelow
To: Kim Mancera
Cc: Christina Turner
Subject: FW: [EXTERNAL] Term Limits
Date: Tuesday, January 16, 2024 9:38:40 AM

Supplement

Michelle Bigelow, MMC, CPMC
City Clerk/Public Information Officer
she | her | hers *(what's this?)*

City of Morgan Hill
City Clerk's Office
17575 Peak Avenue, Morgan Hill, CA 95037

D: 408.310.4678 **O:** 408.779.7259
michelle.bigelow@morganhill.ca.gov
morganhill.ca.gov | **facebook** | **twitter**

From: BECKY PALM <beamer42@fastmail.com>
Sent: Tuesday, January 16, 2024 9:06 AM
To: Mark Turner <mark.turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>
Subject: [EXTERNAL] Term Limits

I'm a resident of Morgan Hill and I'm asking you to please vote to oppose term limits.

Thank you
Becky Palm
Morgan Hill, CA

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From:	Michelle Bigelow
To:	Kim Mancera
Cc:	Christina Turner
Subject:	FW: [EXTERNAL] Opposition to Term Limits
Date:	Tuesday, January 16, 2024 10:29:30 AM

Supplement

Michelle Bigelow, MMC, CPMC
City Clerk/Public Information Officer
she | her | hers *(what's this?)*

City of Morgan Hill
City Clerk's Office
17575 Peak Avenue, Morgan Hill, CA 95037

D: 408.310.4678 **O:** 408.779.7259
michelle.bigelow@morganhill.ca.gov
morganhill.ca.gov | **facebook** | **twitter**

From: Jim Di Vittorio <mapleleaf@garlic.com>
Sent: Tuesday, January 16, 2024 10:16 AM
To: Mark Turner <mark.turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>
Subject: [EXTERNAL] Opposition to Term Limits

Dear Mayor and City Council Members,

My opposition to term limits is grounded in the fundamental principle of empowering the people. If the majority supports a candidate, they should have the ability to retain them in office. Conversely, if the majority disapproves of a candidate, they should have the prerogative to remove them. The decision should ultimately rest with the people.

Sincerely,

Jim Di Vittorio
Maple Leaf RV Park
15200 Monterey Road
Morgan Hill, CA 95037
408-461-0107

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From: Christina Turner
To: Michelle Bigelow; Kim Mancera
Subject: FW: [EXTERNAL] Some basic facts on Term Limits
Date: Tuesday, January 16, 2024 8:21:43 PM

Please supplement.

From: Joe Baranowski <joe.b@mh-rgc.org>
Sent: Tuesday, January 16, 2024 4:30 PM
To: Mark Turner <mark.turner@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Marilyn Librers <marilyn.librers@morganhill.ca.gov>
Cc: CC Public Comment <CCPublicComment@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>
Subject: [EXTERNAL] Some basic facts on Term Limits

Re: Agenda Item #15, Provide Direction Regarding City Council Term Limits, January 17, 2024 City Council Meeting

According to a summary prepared by the City of Saratoga and presented at their February 17th, 2021 city council meeting, Gilroy and Morgan Hill are the only two cities in Santa Clara County that do not have term limits for council and mayor seats.

According to the Santa Clara County Registrar of Voters, recent ballot measures for Term Limits were approved by an overwhelming majority of voters:

November 2020

Los Gatos Measure B PASSED: **82.41%** Yes, 17.59% No

November 2022

Milpitas Measure F PASSED: **78.68%** Yes, 21.32% No

Saratoga Measure C PASSED **76.72%** Yes, 23.28% No

Does anyone REALLY think voters in Morgan Hill have a different view or desire to have Term Limits? Based on what data?

Do you REALLY want citizens to force you to put Term Limits, which will be on citizens terms, on a ballot via yet another Initiative that would once again just show how out of touch you are with your constituents?

Joe Baranowski

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From: Christina Turner
To: Michelle Bigelow; Kim Mancera
Subject: FW: [EXTERNAL] comment Morgan Hill City Council January 17 2024 #15 term limits
Date: Tuesday, January 16, 2024 8:25:14 PM

Supplement.

From: D. Muirhead <doug.muirhead@stanfordalumni.org>
Sent: Tuesday, January 16, 2024 9:03 AM
To: CC Public Comment <CCPublicComment@morganhill.ca.gov>
Subject: [EXTERNAL] comment Morgan Hill City Council January 17 2024 #15 term limits

Hello Morgan Hill City Council,
A comment for your meeting January 17 2024
Item #15 City Council term limits and Mayoral term

I have mixed feelings about term limits.
Our goal should be to have some new eyes and new ideas
balanced with knowledge of institution history and processes.
And "institution" includes all those agencies on which you serve
as outside assignments.

Some of those who run for office have previous government experience.
In Morgan Hill that is probably Planning Commission and School Board.
For them we have some sense of how they will behave on the dais.
Others are completely unknown to us. For them the knowledge base
is the Staff. It would be nice to have a probationary period for
anyone first being elected to a government body. We do not have
that and I do not approve of recalls except for criminal acts and
gross incompetence. Given the power imbalance between the Mayor
and the District members, we should keep the term for Mayor at
two years.

Not all politicians will be dedicated, competent, knowledgeable public servants.
The ones I would like to term out either act entitled or choose to force
their values on us by passing laws rather than making the effort to build
consensus. Unlike State and Federal offices, I do not see much advantage
to being an incumbent when running for City offices. If you choose to try
term limits, I would lean toward three (3) terms. I have been sharing my
ideas about good local government since 2011 so I have a sense of how long
12 years feels. A very long time indeed!

Regards, Doug Muirhead, Morgan Hill resident

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From: Christina Turner
To: Michelle Bigelow; Kim Mancera
Subject: FW: [EXTERNAL] Agenda Item 15 Directions for Term Limits and Mayoral Term for 1/17/24 council meeting.
Date: Tuesday, January 16, 2024 7:57:47 PM

To supplement.

From: Armando Be <barmando3@gmail.com>

Date: January 16, 2024 at 5:19:05 PM PST

To: CityCouncil <CityCouncil@morganhill.ca.gov>

Subject: [EXTERNAL] Agenda Item 15 Directions for Term Limits and Mayoral Term for 1/17/24 council meeting.

Dear City Council Members,

I want to express my preference for term limits. There are many good reasons for term limits. One: It eliminates career politicians. Two: it promotes new ideas. Three: It fights the influence of special interests.

A term limit is a legal restriction that limits the number of terms an officeholder may serve. When term limits are imposed in presidential and semi-presidential systems they act as a method to curb the potential for a monopoly of power, where a leader effectively becomes "President for Life". In regards to the City of Morgan Hill and our elected officials for Council and Mayor, historically elected members have served on our council for periods have approached twenty years. When we combine all the time these elected individuals have served on commissions, local school boards and panels, we can see that they have had exclusive influence in the decision making in Morgan Hill politics for long periods of time. It is time for this situation to change.

One should consider that people that serve on an elected body for excessively long interval of time stop being effective leaders in their elected positions. They lose a certain willingness to listen to their constituency and feel they no longer have to mind to the will of the people. This is because there is no longer anyone that can successfully challenge them in an election. They are susceptible to the influence of special interest that continually support their reelection and are less inclined to be responsive or accountable to the will of the people. Term Limits will create opportunities for other people to run and will bring in new leadership with fresh perspectives and visions to the governing body. More people will be encouraged to run.

Morgan Hill should adopt Term Limits for the positions of Mayor and Council Members. This will open the current positions that have historically become locked by long term incumbents. It is time that long term incumbents either move up to a higher elected office in the county or state political arenas or they step out of Morgan Hill politics after they are termed out.

New people brings new ideas. The concept of citizen politicians is that our representatives in the community serve the people and then return to their former position in society to live and work under the laws and policies they have enacted. Term limits will ensure our representatives do not make a career out of local politics.

Regards,

Armando Benavides

408 829-4798

bcc: Interested citizens.

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From: Michelle Bigelow
To: Kim Mancera
Cc: Christina Turner
Subject: FW: [EXTERNAL] Term Limits
Date: Wednesday, January 17, 2024 9:21:28 AM

Supplement

Michelle Bigelow, MMC, CPMC
City Clerk/Public Information Officer
she | her | hers (what's this?)

City of Morgan Hill
City Clerk's Office
17575 Peak Avenue, Morgan Hill, CA 95037

D: 408.310.4678 O: 408.779.7259
michelle.bigelow@morganhill.ca.gov
morganhill.ca.gov | facebook | twitter

-----Original Message-----
From: Katherine Napoli <kathycnapoli@gmail.com>
Sent: Wednesday, January 17, 2024 9:14 AM
To: Mark Turner <mark.turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>
Subject: [EXTERNAL] Term Limits

Good Morning:
As a Morgan Hill taxpayer, I fully support term limits. I have witnessed the benefits of term limits at the school district, city council, supervisor and state level. It allows new people to run for office with new ideas and diverse communities to become involved in decisions that affect all.
This issue is too important and far reaching to decide tonight. All of the community should have sufficient time and opportunity to comment on two, three, etc.. in a thoughtful and intentional process.
Regards,
Kathy Chavez Napoli

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From: Michelle Bigelow
To: Kim Mancera
Cc: Christina Turner
Subject: FW: [EXTERNAL] Term Limits
Date: Wednesday, January 17, 2024 10:19:37 AM

Supplement

Michelle Bigelow, MMC, CPMC
City Clerk/Public Information Officer
she | her | hers (what's this?)

City of Morgan Hill
City Clerk's Office
17575 Peak Avenue, Morgan Hill, CA 95037

D: 408.310.4678 O: 408.779.7259
michelle.bigelow@morganhill.ca.gov
morganhill.ca.gov | facebook | twitter

-----Original Message-----
From: daniel harney <djharn@yahoo.com>
Sent: Wednesday, January 17, 2024 10:14 AM
To: Mark Turner <mark.turner@morganhill.ca.gov>
Cc: Mark Turner <mark.turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>
Subject: [EXTERNAL] Term Limits

Council Members,

As a person who has previously served on the city council for Gilroy, I know and appreciate the difficult decisions you have to make as council members. I am sure you can agree, progress in government is equivalent to running a marathon. Much like a marathon runner who requires dedication, cross training and fostering strong relationships with coaches and sponsors, council members require time to develop and hone policy making skills, developing strong relationships with local, regional and state level leaders and developing a long term plan to implement changes to improve the quality of life for residents.

As a homeowner in Morgan Hill and a small business owner (employing approximately 20 employees), I urge you to vote in opposition to term limits at your upcoming city council meeting. I am sure you can agree that collectively you have made great progress and yet have many more challenges in the future to see your plans through. Implementing term limits would cause disruption. Let's keep the brightest and best representatives on the council as long as the voters support them.

Thank you for your time and dedication!

Also, please be reminded that as a homeowner and small business owner, I feel very fortunate to have Christina Turner as my City Manager. She is an exceptional leader with integrity that is second to none. I hope you agree that she is a top performer in all aspects of her duties as a City Manager.

Sincerely,

Dan Harney

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From: Michelle Bigelow
To: Kim Mancera
Cc: Christina Turner
Subject: FW: [EXTERNAL] Term limits
Date: Wednesday, January 17, 2024 1:56:50 PM

Supplement

Michelle Bigelow, MMC, CPMC
City Clerk/Public Information Officer
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-----Original Message-----
From: Ranga Rayudu <rrayudu@gmail.com>
Sent: Wednesday, January 17, 2024 1:40 PM
To: CityCouncil <CityCouncil@morganhill.ca.gov>
Subject: [EXTERNAL] Term limits

To the members of the City Council:

I write today as a concerned citizen of Morgan Hill. I favor term limits of all government positions at all levels, and request the Council to institute term limits for themselves. Although there are one or two council members I would love to see stay indefinitely, it would be a contradiction in terms of representative democracy preventing the centralization of power at any scale. There is no knowledge or experience required in governance that should be considered of greater value to the future of the city than the value of newly chosen representatives, an immediate measure of the will of the public. I am sure you can see the national need to now more than ever demonstrate this principle in action, and hope you will do your part at the local level.

Thank you for your consideration,
Ranga Rayudu

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From:	Joe Baranowski
To:	Mark Turner; Rene Spring; Yvonne Martinez Beltran; Marilyn Librers
Cc:	CC Public Comment; Michelle Bigelow
Subject:	[EXTERNAL] A follow-up Re: Some basic facts on Term Limits
Date:	Wednesday, January 17, 2024 12:38:34 PM

Hello again,

Last night, upon receiving an unwanted and unsolicited reply to an email that I did not send to him, Mr. Borgioli indicated that he believes that receiving "over 50 emails against term limits citing let the people decide" is enough of a reason to make a decision on an important policy question.

I HOPE the rest of you show more seriousness of thought and a basic understanding of sample size and statistical significance than that! Come on.

Do you even remember this issue was discussed several times in the past? Do you recall what long-time advocates Steve Chappell and Marby Lee said after waiting for hours? If they don't send in a letter, will you take that to mean see they don't really care cuz they didn't respond to someone's request to send in a letter in the last 72-hours?

Mr. Borgioli clearly didn't even remember them speaking just a few days later! He claimed on social media that Mr. Benivedes and "one council member and two or three ND ppl seem to believe we have a problem". And yet in that very same post, **16** residents (not including Mr Benivedes or myself or anyone else that is currently shown in any attached supplement as of the time of sending this email) stated **unequivocal support for term limits**, **2 residents were opposed** and 2 or 3 were undecided. But unless you send in an email in a 72-hour window, you don't get to have any input? https://nextdoor.com/p/Ks5rJp_52BLg?view=detail&init_source=search&query=term%20limits If your argument is ~ "let the voters decide", please see my email from yesterday (all valid sample sizes!) and explain why you believe Morgan Hill voters would have a drastically different preference than every other city in Santa Clara County that has allowed voters to decide on Term Limits. THAT I can't wait to hear. Regards, Joe Baranowski

---

---- On Tue, 16 Jan 2024 16:29:59 -0800 **Joe Baranowski <joe.b@mh-rgc.org>** wrote ----

Re: Agenda Item #15, Provide Direction Regarding City Council Term Limits, January 17, 2024 City Council Meeting

According to a summary prepared by the City of Saratoga and presented at their February 17th, 2021 city council meeting, Gilroy and Morgan Hill are the only two cities in Santa Clara County that do not have term limits for council and mayor seats.

According to the Santa Clara County Registrar of Voters, recent ballot measures for Term Limits were approved by an overwhelming majority of voters:

November 2020

Los Gatos Measure B PASSED: **82.41%** Yes, 17.59% No

November 2022

Milpitas Measure F PASSED: **78.68%** Yes, 21.32% No

Saratoga Measure C PASSED **76.72%** Yes, 23.28% No

Does anyone REALLY think voters in Morgan Hill have a different view or desire to have Term Limits? Based on what data?

Do you REALLY want citizens to force you to put Term Limits, which will be on citizens terms, on a ballot via yet another Initiative that would once again just show how out of touch you are with your constituents?

Joe Baranowski

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From: Michelle Bigelow
To: Kim Mancera
Cc: Christina Turner
Subject: FW: Agenda Item #15 - Term Limits, - January 17, 2024 City Council Meeting
Date: Wednesday, January 17, 2024 2:42:11 PM

Supplement

Michelle Bigelow, MMC, CPMC
City Clerk/Public Information Officer
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From: Miguel Jimenez <migueljimenez22@hotmail.com>
Sent: Wednesday, January 17, 2024 2:41 PM
To: Mark Turner <mark.turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>
Cc: CC Public Comment <CCPublicComment@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>
Subject: [EXTERNAL] Agenda Item #15 - Term Limits, - January 17, 2024 City Council Meeting

Dear City Council,

I hope this email finds you well.

I'm writing to voice my support for term limits. In general, I think having individuals in the same elected position for many years isn't ideal. I think term limits may reduce potential overreach in power by incumbents that hold the same position in office for an extended period of time.

I think having new City Council members and mayors at least periodically brings in new perspectives and ideas and really embodies the notion of government by the people.

According to The Pew Research Center 87% of Americans favor term limits for members of Congress. Both Democrats and Republicans overwhelmingly support term limits on a national level.

My understanding is that 9 out of the 10 largest cities in the U.S. have term limits including the City of San Jose.

Some elected officials may say we have elections which can act as a way to make sure there's an opportunity for new residents to participate in the governing process. However, I don't think an election is a substitute for term limits. Incumbents have significant advantages over challengers. I don't think our representative democracy was ever meant to have career politicians.

Sincerely,
Miguel

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From:	Michelle Bigelow
To:	Kim Mancera
Cc:	Christina Turner
Subject:	FW: [EXTERNAL] Agenda Item #15 - Term Limits, - January 17, 2024 City Council Meeting
Date:	Wednesday, January 17, 2024 2:53:58 PM

Supplement

Michelle Bigelow, MMC, CPMC
City Clerk/Public Information Officer
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City Clerk's Office
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From: Susie Jimenez <susieuherjimenez@gmail.com>
Sent: Wednesday, January 17, 2024 2:52 PM
To: Mark Turner <mark.turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>
Cc: CC Public Comment <CCPublicComment@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>
Subject: [EXTERNAL] Agenda Item #15 - Term Limits, - January 17, 2024 City Council Meeting

Dear City Council,

Happy New Year!

I'm a resident of Morgan Hill and I want to note my support for term limits. Having individuals in the same elected position for many years isn't ideal. Term limits may reduce potential overreach in power by incumbents that hold the same position in office for an extended period of time.

Having new City Council members and mayors brings in new perspectives and ideas and really embodies the notion of government by the people.

According to The Pew Research Center 87% of Americans favor term limits for members of Congress. Both Democrats and Republicans overwhelmingly support term limits on a national level.

My understanding is that 9 out of the 10 largest cities in the U.S. have term limits including the City of San Jose.

Some elected officials may say we have elections which can act as a way to make sure there's an opportunity for new residents to participate in the governing process. However, I don't think an election is a substitute for term limits. Incumbents have significant advantages over challengers. I don't think our representative democracy was ever meant to have career politicians.

Sincerely,
Susie Jimenez

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From:	Michelle Bigelow
To:	Kim Mancera
Cc:	Christina Turner
Subject:	FW: [EXTERNAL] Term limits...
Date:	Wednesday, January 17, 2024 3:30:01 PM

Supplement

Michelle Bigelow, MMC, CPMC
City Clerk/Public Information Officer
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From: Jim Leslie <Jim@JimLeslie.com>
Sent: Wednesday, January 17, 2024 3:28 PM
To: CityCouncil <CityCouncil@morganhill.ca.gov>
Subject: [EXTERNAL] Term limits...

Morgan Hill Mayor and City Council Members:

I'd like to offer my view on term limits for your consideration.

Term limits are just fine and healthy for any community. My recommendation is that the term limits for the Morgan Hill City Council member positions as well as for the mayor's office should be for two years duration with a two term limit. If the members do a good job, they'll be re-elected; if they don't, then the city can change course. In addition, there will be less likelihood that graft will take place and more emphasis on responsible focus on serving the citizens of our town.

Regardless of political position, we've all seen the unhealthy results of a failure to implement term limits in Washington, D.C. as well as in Sacramento. Let's not have a repeat of that in our community.

…one man's view.

Best regards,

Jim Leslie

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From:	Michelle Bigelow
To:	Kim Mancera
Cc:	Christina Turner
Subject:	FW: [EXTERNAL] Vote on Term Limits
Date:	Wednesday, January 17, 2024 3:49:44 PM

supplement

Michelle Bigelow, MMC, CPMC
City Clerk/Public Information Officer
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City of Morgan Hill
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From: Ibni Adam <adamfamily786@gmail.com>
Sent: Wednesday, January 17, 2024 3:48 PM
To: Mark Turner <mark.turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>
Subject: [EXTERNAL] Vote on Term Limits

I'm a resident of Morgan Hill and I'm asking you to please vote to oppose term limits.

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From:	Michelle Bigelow
To:	Kim Mancera
Cc:	Christina Turner
Subject:	FW: [EXTERNAL] Vote on Term Limits
Date:	Wednesday, January 17, 2024 3:59:47 PM

Supplement

Michelle Bigelow, MMC, CPMC
City Clerk/Public Information Officer
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From: Saboor Ghani <saboor.ghani5@gmail.com>
Sent: Wednesday, January 17, 2024 3:53 PM
To: Christina Turner <Christina.Turner@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; Mark Turner <mark.turner@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>
Subject: [EXTERNAL] Vote on Term Limits

I'm a resident of Morgan Hill and I'm asking you to please vote to oppose term limits.

Saboor Ghani

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From: Christina Turner
To: Michelle Bigelow; Kim Mancera
Cc: Donald Larkin
Subject: FW: [EXTERNAL] Re: Term limits...
Date: Wednesday, January 17, 2024 4:23:21 PM

Supplement.

From: Armando Be <barmando3@gmail.com>
Sent: Wednesday, January 17, 2024 3:35 PM
To: Jim Leslie <Jim@jimleslie.com>
Cc: CityCouncil <CityCouncil@morganhill.ca.gov>
Subject: [EXTERNAL] Re: Term limits...

Good points. thanks for standing up for term limits. 12 out of 15 cities in the county have term limits. Morgan Hill, Gilroy, and Los Altos Hill are the only cities that don't. Also, every measure placed before the voters of those 12 cities passed by 75 --85% of the voters.

On Wed, Jan 17, 2024 at 3:27 PM Jim Leslie <Jim@jimleslie.com> wrote:

> Morgan Hill Mayor and City Council Members:
>
> I'd like to offer my view on term limits for your consideration.
>
> Term limits are just fine and healthy for any community. My recommendation is that the term limits for the Morgan Hill City Council member positions as well as for the mayor's office should be for two years duration with a two term limit. If the members do a good job, they'll be re-elected; if they don't, then the city can change course. In addition, there will be less likelihood that graft will take place and more emphasis on responsible focus on serving the citizens of our town.
>
> Regardless of political position, we've all seen the unhealthy results of a failure to implement term limits in Washington, D.C. as well as in Sacramento. Let's not have a repeat of that in our community.
>
> …one man's view.
>
> Best regards,
>
> Jim Leslie

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From:	Michelle Bigelow
To:	Kim Mancera
Cc:	Christina Turner
Subject:	Fwd: [EXTERNAL] "Term limits for elected city officials"
Date:	Thursday, January 18, 2024 6:12:12 AM

Supplement

Michelle Bigelow, MMC, CPMC
City Clerk/Public Information Officer
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City of Morgan Hill
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Begin forwarded message:

From: Sally Casas <scasas999@gmail.com>
Date: January 17, 2024 at 8:55:55 PM PST
To: CityCouncil <CityCouncil@morganhill.ca.gov>
Subject: [EXTERNAL] "Term limits for elected city officials"

Good evening,

Regarding tonight council meeting agenda:

Please be advised that as a voter and resident of Morgan Hill, I definitely support "term limits" for all elected officials.

Sally Casas
17305 Monterey Rd. #211
Morgan Hill, CA 95037

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From:	Michelle Bigelow
To:	Kim Mancera
Cc:	Christina Turner
Subject:	FW: [EXTERNAL] Term limits
Date:	Wednesday, January 17, 2024 5:59:46 PM

Supplement

Michelle Bigelow, MMC, CPMC
City Clerk/Public Information Officer
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From: Janet MC ELROY <janetmichie1@gmail.com>
Sent: Wednesday, January 17, 2024 5:57 PM
To: CityCouncil <CityCouncil@morganhill.ca.gov>
Subject: [EXTERNAL] Term limits

I am a resident of Morgan Hill and I support term limits for elected officials. I think 3 terms allows the benefit of experience and also makes way for new people with new ideas.
Janet McElroy

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From: Christina Turner
To: Michelle Bigelow; Kim Mancera
Subject: FW: [EXTERNAL] Term limits
Date: Thursday, January 18, 2024 12:49:44 PM

Please supplement.

-----Original Message-----
From: Susie Smith <susie2878@yahoo.com>
Sent: Wednesday, January 17, 2024 6:00 PM
To: Mark Turner <mark.turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>
Subject: [EXTERNAL] Term limits

> To Whom it May Concern;

> Is a life long resident of Morgan Hill I have never seen an issue with term limits. The voters have always made their voice count during elections. I seen no need for term limits and ask that you vote against it.

> Thank you
> Susie Smith
>

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