



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, April 24, 2024 5:00 PM

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

Morgan Hill City Council meetings are held in person with the option for the public to attend in-person or 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
 - o Via email to ccpubliccomment@morganhill.ca.gov; or
 - o 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 Library, Culture, and Arts Commission and Parks and Recreation Commission interviews.

SPECIAL MEETING

5:00 p.m. - Library, Culture, and Arts Commission and Parks and Recreation Commission interviews

CALL TO ORDER

ROLL CALL ATTENDANCE

DECLARATION OF POSTING AGENDA

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

COMMISSION INTERVIEWS

1. **REAPPOINTMENT OF THREE (3) COMMISSIONERS ON THE LIBRARY, CULTURE AND ARTS COMMISSION (LCAC) AND ONE (1) COMMISSIONER ON THE PARKS AND RECREATION COMMISSION (PRC) AND INTERVIEW CANDIDATES TO FILL THE REMAINING TWO (2) SEATS ON THE LIBRARY, CULTURE, AND ARTS COMMISSION AND REMAINING TWO (2) SEATS ON THE PARKS AND RECREATION COMMISSION**

Recommendation:

1. Reappointment of Commissioners Suman Ganapathy, Amanda Santiago, and Jake Thompson to the Library, Culture, and Arts Commission with terms ending April 1, 2028;
2. Appointment of Commissioner Poonam Chabra to the Parks and Recreation Commission (currently on LCAC) with a term ending April 1, 2028;
3. Mayor shares the characteristics/traits that a successful applicant(s) would possess;
4. Conduct Interviews;
5. Council Members identify the top applicant(s) and provide recommendations to the Mayor; and
6. Discuss and/or appoint applicant(s).

REGULAR MEETING

6:00 p.m.

PRESENTATIONS

YAC Presentation

RECOGNITIONS

Recognizing Alban Diaz for his 18 years of serving the Youth of Morgan Hill

PROCLAMATIONS

Proclaiming the month of March as Endometriosis Awareness Month

Proclaiming the month of March as Red Cross Month

Proclaiming April 22, 2024 as Earth Day

Proclaiming April 14-24, 2024 as Public Safety Telecommunicators Week

Proclaiming the month of May as Older Americans Month

Proclaiming the month of May as Water Safety Month

CITY COUNCIL REPORTS

Mayor Pro Tem Librers

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

OTHER REPORTS

PUBLIC COMMENT

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

ADOPTION OF AGENDA

CONSENT CALENDAR

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

2. **ADOPT ORDINANCE 2352, NEW SERIES, AMENDING VARIOUS CODE PROVISIONS WITHIN TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL IMPLEMENTING THE CITY OF MORGAN HILL 2023-2031 HOUSING ELEMENT; UPDATES TO ELECTRIC VEHICLE CHARGING PROVISIONS TO PROVIDE CONSISTENCY WITH CHAPTER 15.62 (ELECTRIC VEHICLE CHARGING INFRASTRUCTURE); UPDATES TO PARKING PROVISIONS TO COMPLY WITH ASSEMBLY BILL 894; AND IMPLEMENTING MINOR AMENDMENTS DUE TO CLERICAL ERRORS AND INCONSISTENCIES**

Recommendation:

Waive the reading, adopt Ordinance No. 2352, 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.

3. **APPROVE A CONSULTANT AGREEMENT WITH SAN JOSE CONSERVATION CORPS FOR RECYCLING AND REUSE HOTLINE AND WEBSITE ADMINISTRATION PROJECT IN THE AMOUNT OF \$544,400**

Recommendation:

1. Approve a contract with San Jose Conservation Corps for \$544,400 to provide Recycling and Reuse Hotline and Website Administration Services with \$4,400 allocated to FY 2023-24, and \$180,000 allocated annually thereafter through FY 2026-27, contingent on approval of the annual funds by the Recycling and Waste Reduction Commission; and
2. Authorize the City Manager to execute and administer the consultant agreement with San Jose Conservation Corp, and to enter into up to two one-year extensions of the contract; and
3. Adopt a Resolution appropriating an additional \$4,400 to the City's Countywide Solid Waste Program for FY 2023-24 (Fund 246).

4. **APPROVE FIRST AMENDMENT TO ENVIRONMENTAL SYSTEMS, INC. HVAC MAINTENANCE SERVICES AGREEMENT**

Recommendation:

1. Approve the First Amendment to the maintenance services agreement with Environmental Services, Inc. (ESI) to increase the amount by \$600,000 for a total agreement amount of \$1,262,944.
2. Authorize the City Manager to execute and administer the first amendment with Environmental Services, Inc.

5. **APPROVE FIRST AMENDMENT TO THE WEST COAST ARBORISTS, INC. MAINTENANCE SERVICES AGREEMENT**

Recommendation:

1. Approve the first amendment to the maintenance services agreement with West Coast Arborists, Inc. to increase the amount by \$200,000 for a total agreement amount of \$852,000; and
2. Authorize the City Manager to execute and administer the first amendment with West Coast Arborists, Inc.

6. **APPROVE AN AGREEMENT WITH SOLUTIONZ, INC. FOR THE PURCHASE AND INSTALLATION OF THE COUNCIL CHAMBER AUDIO/ VISUAL EQUIPMENT REPLACEMENT AND UPGRADES IN THE AMOUNT OF \$465,103 AND A 10% CONTINGENCY NOT TO EXCEED \$46,510**

Recommendation:

1. Approve an agreement with Solutionz, Inc. for Council Chamber Audio/Visual Equipment Replacement and Upgrades in the amount of \$465,103 and a 10% contingency not to exceed \$46,510;
2. Authorize the City Manager to execute and administer the consultant agreement with Solutionz, Inc.; and
3. Adopt resolution amending the FY 2023-24 Information Systems Fund (Fund 730) Budget to appropriate \$256,612.

7. **APPROVE THE 2023 MILITARY EQUIPMENT USE REPORT AND PURCHASE OF A Lenco BEARCAT AND FIVE COLT CARBINE RIFLES**

Recommendation:

1. Approve 2023 Military Equipment Use Report and approve the continued use of military equipment contained in the report;
2. Authorize the purchase of one Lenco BearCat from Lenco Industries, Inc. dba in an amount not to exceed \$410,000;
3. Authorize the purchase of five Colt Carbine Rifles in an amount not to exceed \$9,000;

4. Authorize the City Manager to execute the purchase agreement with Lenco Industries, Inc. dba.;
5. Adopt resolution to amend the FY23-24 Budget to appropriate \$127,000 to the Vehicle Replacement Fund (790); and
6. Amend Morgan Hill Police Department Policy 709 (Military Equipment) to include the five additional patrol rifles.

8. **APPROVE THE PURCHASE OF CLA-VALVE REPAIR AND REBUILD KITS IN THE AMOUNT OF \$103,718 FROM ICONIX WATERWORKS**

Recommendation:

Approve and authorize the City Manager to execute a purchase order to Iconix Waterworks in the amount of \$103,718 for the purchase of Cla-Valve repair and rebuild kits for repairs to the City's water infrastructure.

9. **APPROVE THE MARCH 6, 2024 CITY COUNCIL MEETING MINUTES**

Recommendation:

Approve minutes.

10. **AWARD CONDIT SEWER CAPACITY UPGRADE PROJECT TO SUBTERRA CONSTRUCTION, INC. IN THE AMOUNT OF \$1,824,097**

Recommendation:

1. Approve the Condit Sewer Capacity Upgrade Project Plans and Specification;
2. Award contract to SubTerra Construction Inc. for the Condit Sewer Capacity Upgrade Project in the amount of \$1,824,097;
3. Authorize expenditure of construction contingency funds not to exceed \$364,820; and
4. Authorize the City Manager to execute and administer the construction contract with SubTerra Construction, Inc.

11. **INITIATE ANNUAL ASSESSMENT PROCESS FOR LANDSCAPE ASSESSMENT DISTRICT NUMBER 1**

Recommendation:

1. Initiate the proceedings for the levy of assessments for Fiscal Year 2024-25;
2. Approve the Engineer's Annual Report and the proposed assessment levy; and
3. Declare the City Council's intention to levy the assessments in the District and to set the Public Hearing date for June 5, 2024.

PUBLIC HEARINGS

12. HOLD PUBLIC HEARING AND TABULATE BALLOTS FOR SPARHAWK SUBAREA OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NUMBER 1

Recommendation:

1. Open public hearing;
2. Accept public input on ballot proceeding;
3. Announce close of public hearing is pending – Any property owner wishing to withdraw or submit their ballot must do so now;
4. Close public hearing;
5. Take a five minute recess for ballot tabulation;
6. Accept verbal report from the City Clerk on Sparhawk ballot tabulation results; and
7. Adopt Resolution A or B certifying the Sparhawk ballot proceeding results.

13. APPROVE SOLID WASTE MANAGEMENT RATE ADJUSTMENT FOR 2024

Recommendation:

Adopt resolution approving an adjustment in the maximum allowable solid waste charges effective July 1, 2024.

OTHER BUSINESS

14. ADOPT ORDINANCE NO. 2353, NEW SERIES, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF MORGAN HILL AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Recommendation:

Waive the reading, adopt Ordinance No. 2353, 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.

15. APPROVE LEADERSHIP MORGAN HILL PROJECT AT THE COMMUNITY AND CULTURAL CENTER

Recommendation:

1. Approve Leadership Morgan Hill project at the Community and Cultural Center to improve splash pad area: and
2. Authorize the City Manager to execute agreements as needed with Leadership Morgan Hill and associated contractors to complete the installation.

16. INTRODUCE ORDINANCE REPEALING AND REPLACING CHAPTER 5.32 (MESSAGE ESTABLISHMENTS AND MESSAGE PROFESSIONALS PERMIT REQUIREMENTS) OF TITLE 5 (BUSINESS LICENSES GENERALLY) ESTABLISHING A PERMITTING PROCEDURE FOR MESSAGE THERAPY ESTABLISHMENTS AND SERVICES

Recommendation:

1. Waive first and second reading of the Ordinance; and
2. Introduce new Ordinance replacing Chapter 5.32 (Message Establishments and Massage Professionals Permit Requirements).

17. SEWERS AND INDUSTRIAL WASTE ORDINANCE UPDATES

Recommendation:

1. Waive first and second reading of the Ordinance; and
2. Introduce Ordinance updating the City's sewer use provisions.

18. RECEIVE MONTHLY BUDGET UPDATE; MARCH 2024 FINANCIAL AND INVESTMENT REPORTS; AND CITY MANAGER AUTHORITY REPORT

Recommendation:

Accept and file report.

PROPOSED FUTURE COUNCIL INITIATED AGENDA ITEMS

19. PROVIDE DIRECTION TO STAFF ON PROPOSED FUTURE COUNCIL INITIATED AGENDA ITEMS

Recommendation:

Determine if the majority of the City Council wants the following items agendized at a future meeting for discussion:

1. Appointing versus electing the City Treasurer; and
2. Creating term limits for the City Treasurer; and
3. A policy to prevent the City Council from taking positions on foreign or international events; and
4. A disturbance policy for City Council meetings.

FUTURE COUNCIL INITIATED AGENDA ITEMS

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

CLOSED SESSION

Conference with Legal Counsel – Existing Litigation (§ 54956.9)

City of Morgan Hill v. Roche and Glenda Garcia et al. (Santa Clara County Case No. 21CV385524)

Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to § 54956.9(b): (one case)

OPPORTUNITY FOR PUBLIC COMMENT

ADJOURN TO CLOSED SESSION

ADJOURNMENT

NOTICE

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

PUBLIC COMMENT

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

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

Persons interested in proposing an item for the City Council agenda should contact a member of the City Council who may 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.

Strategic Priorities 2024-2025

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

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

CITY COUNCIL STAFF REPORT

MEETING DATE: April 24, 2024

PREPARED BY:

Kim Mancera, Deputy City Clerk

APPROVED BY: City Manager

REAPPOINTMENT OF THREE (3) COMMISSIONERS ON THE LIBRARY, CULTURE AND ARTS COMMISSION (LCAC) AND ONE (1) COMMISSIONER ON THE PARKS AND RECREATION COMMISSION (PRC) AND INTERVIEW CANDIDATES TO FILL THE REMAINING TWO (2) SEATS ON THE LIBRARY, CULTURE, AND ARTS COMMISSION AND REMAINING TWO (2) SEATS ON THE PARKS AND RECREATION COMMISSION

RECOMMENDATION(S)

1. Reappointment of Commissioners Suman Ganapathy, Amanda Santiago, and Jake Thompson to the Library, Culture, and Arts Commission with terms ending April 1, 2028;
2. Appointment of Commissioner Poonam Chabra to the Parks and Recreation Commission (currently on LCAC) with a term ending April 1, 2028;
3. Mayor shares the characteristics/traits that a successful applicant(s) would possess;
4. Conduct Interviews;
5. Council Members identify the top applicant(s) and provide recommendations to the Mayor; and
6. Discuss and/or appoint applicant(s).

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Supporting our Youth, Seniors, and Entire Community

Fostering a Positive Organizational Culture

Preserving and Cultivating Public Trust

Preserving our Community History

REPORT NARRATIVE:

The Library, Culture, and Arts Commission (LCAC) has five (5) seats with terms ending on April 1, 2024. Current LCAC commissioners Suman Ganapathy and Amanda Santiago and former commissioner Jake Thompson have expressed interest in reappointment.

The Parks and Recreation Commission (PRC) has three (3) seats, with terms ending on April 1, 2024. Current LCAC commissioner Poonam Chabra has expressed interest in being appointed to the PRC.

Staff recommends the reappointment of Commissioners Ganapathy, Santiago, and Thompson to the LCAC and Commissioner Chabra to the PRC. Council will then proceed with interviews to fill the two (2) vacancies on the LCAC and the two (2) vacancies on the PRC. For LCAC, one (1) of the individuals appointed will serve a four (4) year term beginning upon appointment, and ending April 1, 2028, and one (1) will serve the remainder of a vacant term beginning upon appointment, and ending on April 1, 2026. The recruitment for LCAC resulted in a total of 3 new applicants: Robyn Carillo, Jodi Austin, and Chelsea Gonzales. For PRC, the two (2) seats will serve a four (4) year term ending April 1, 2028. The recruitment resulted in 4 new applicants: Saied Zargar, Tanaya Rose, Christine Burrington, and Tara Bevington.

All applicants have been invited to interview before the City Council on April 24, 2024. They have confirmed their availability. Their applications are attached for Council consideration.

COMMUNITY ENGAGEMENT:

Involve

Recruitment efforts were undertaken to encourage citizens to apply for City Council appointment consideration via the Morgan Hill Times, City Website, Government Access Channel, Facebook, NextDoor, outreach to community groups, and the weekly 411 emails.

ALTERNATIVE ACTIONS:

The City Council may choose not to make appointments to fill all the vacant seats. If it desires, it could reopen the application process to solicit more applicants to fill the seats not appointed at the April 24, 2024, meeting.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Library, Culture, and Arts Commissioners and Parks and Recreation Commissioners serve four-year terms with possible reappointment consideration. Recruitment efforts are conducted every two years to maintain the seven (7) member commissions.

FISCAL AND RESOURCE IMPACT:

There is no fiscal impact associated with the actions to interview and appoint, as the recruitment and appointment process is accommodated in the Administrative Services operating budget.

CEQA (California Environmental Quality Act):

Not a Project.

The interview and appointment of commissioners is not a project, as defined in Section 15378 of the State CEQA guidelines.

Chapter 2.22 MASTER PROVISIONS FOR BOARDS AND COMMISSIONS*

Sections:

[2.22.010 Establishment of boards and commissions.](#)

[2.22.030 Clerk and secretary.](#)

[2.22.040 Rules of procedure.](#)

[2.22.050 Rules of attendance.](#)

[2.22.060 Meetings.](#)

[2.22.070 Compensation.](#)

[2.22.080 Effect.](#)

* Prior ordinance history: Ords. 811 N.S., 890 N.S., 891 N.S., 1607 N.S. and 1719 N.S.

2.22.010 Establishment of boards and commissions.

A. There are established within the city the following boards and commissions:

1. Planning commission;
2. Parks and recreation commission;
3. Library, culture and arts commission; and
4. Disaster council.

B. Unless otherwise set forth, all members of boards, commissions and committees shall be residents of the city and shall continue to be residents of the city during their terms of office. Notwithstanding the foregoing, individuals who reside within the Morgan Hill Unified School District boundary and who do not otherwise reside in any city other than Morgan Hill may be appointed to boards, commissions and committees provided that no more than thirty percent of the members of any board, commission or committee shall be non-Morgan Hill residents.

C. Members shall be appointed by the mayor subject to approval of a majority vote of the city council and may be removed without cause by vote of any three members of the city council.

D. The appointment terms of members may be extended, at the discretion of the city council, until such time as a successor member may be appointed and take office.

E. Vacancies in the commission occurring other than by expiration of term shall be filled for the unexpired term in the same manner as original appointments.

F. The members of the commission shall organize the commission and shall elect from its members a chair and vice-chair and such other officers as may be necessary in accordance with adopted city council policy.

(Ord. 1778 N.S. § 2 (part), 2006)

(Ord. No 1930 N.S., § 2, 4-22-2009; Ord. No. 1935 N.S., § 1, 6-3-2009)

2.22.030 Clerk and secretary.

The city clerk or designate shall also act as clerk for each of the boards and commissions and shall have authority to sign any official notices and also to certify any resolution of the commissions or boards. The city council may appoint a person not a member of the commission or board to act as secretary of the commission or board. The secretary shall keep a record of all proceedings of said board or commission, its resolutions, its findings and actions, which records shall be a public record and kept with the city clerk in the City Hall building.

(Ord. 1778 N.S. § 2 (part), 2006)

2.22.040 Rules of procedure.

A. The chair shall preside at all meetings of the board or commission. The vice chair shall assume the duties of the chair in the absence of or in case of inability of the chair.

B. A majority of the members of the commission or board shall constitute a quorum for the transaction of business.

C. Unless otherwise specified herein, each board or commission may adopt its own rules and regulations for the transaction of its business. Such rules shall be subject to approval of the city council before becoming effective.
(Ord. 1778 N.S. § 2 (part), 2006)

2.22.050 Rules of attendance.

If any member is absent from three of any six consecutive regular board or commission meetings, unless such absence is with the permission of the chair, or vice chair in absence of the chair, expressed in the official minutes, the member's seat shall be deemed vacated. The city manager shall so notify the city council and the council shall take action to fill the seat within a reasonable period of time.
(Ord. 1778 N.S. § 2 (part), 2006)

2.22.060 Meetings.

Unless otherwise specified, the commission shall hold regular meetings once every two months at a designated time and place which shall be fixed and determined by the commission and entered upon in its minutes. Special meetings of the commission may be called at any time by the chair or by a majority of the members of the board upon notice being given to all members of the board and to all news media at least twenty-four hours in advance of the meetings, as required by the laws of the state of California.
(Ord. 1778 N.S. § 2 (part), 2006)
(Ord. No. 1930 N.S., § 3, 4-22-2009)

2.22.070 Compensation.

Members of the boards and commissions shall serve without compensation but may receive reimbursement for actual and necessary expenditures made or incurred in the performance of their prescribed duties in accordance with state law and the Municipal Code and policies of the city of Morgan Hill.
(Ord. 1778 N.S. § 2 (part), 2006)

2.22.080 Effect.

Nothing in this chapter shall be construed as restricting or curtailing any of the powers of the city council or city officers as defined by the laws of the state of California or by this Municipal Code. Except as otherwise set forth in Chapter 2.36, the city council declares that the public interest and convenience require the appointment of the boards and commissions established pursuant to Section 2.22.010 to act purely in an advisory capacity to the city council.
(Ord. 1778 N.S. § 2 (part), 2006)

Chapter 2.68

LIBRARY, CULTURE AND ARTS COMMISSION

Sections:

- 2.68.010** **Created.**
2.68.020 **Membership—Terms of office.**
2.68.030 **Powers and duties.**

2.68.010 **Created.**

There is established a new commission which is entitled the "library, culture and arts commission" to serve in an advisory capacity to the city council. (Ord. 1778 N.S. § 9 (part), 2006: Ord. 1374 N.S. § 1 (part), 1998)

2.68.020 **Membership—Terms of office.**

The commission shall consist of seven members. Members shall not be officials or employees of the city, county library employees nor paid members of any organization receiving financial support from the city for library and art services. (Ord. 1778 N.S. § 9 (part), 2006: Ord. 1559 N.S. § 1, 2002: Ord. 1407 N.S. § 5, 1998; Ord. 1382 N.S. § 1, 1998; Ord. 1374 N.S. § 1 (part), 1998)

2.68.030 **Powers and duties.**

The powers and functions of the commission shall be as follows:

- A. To act in an advisory capacity to the city council in all matters pertaining to library, culture and arts in the community;
- B. To serve as a liaison between the city and the Santa Clara County library;
- C. To consult with private community groups supportive of library, culture and art programs and serve as a liaison between such groups and the city;
- D. To provide advice and recommendations regarding the adequacy of existing library facilities and operations;
- E. To look for opportunities for participation of artists and performers in city-sponsored activities, and ways to encourage community involvement in the arts;

F. To work cooperatively with city boards and commissions and other public and private organizations in creating and promoting art and cultural programs and activities within the city;

G. To coordinate and strengthen existing organizations in the arts and develop cooperation with regional organizations;

H. To make recommendations to the city council regarding the funding of community art projects, including the search for private and public grants, and regarding the disbursement of revenues consistent with the needs of the community;

I. To review and make recommendations to the city council upon all works of art to be acquired by the city, either by purchase, gift or otherwise, and exterior works of art installed in the city on public property;

J. To recommend to the city council the adoption of such ordinances or policies as it may deem necessary for the administration and preservation of the arts and cultural development of the city;

K. To perform such other tasks as may be expressly requested of it by the city council;

L. To conduct such other hearings as are necessary and in accordance with its own rules and regulations for the transaction of its business, or rules for conduct; and

M. To report its decisions and recommendations relating to the above matters, in writing to the city council. (Ord. 1778 N.S. § 9 (part), 2006: Ord. 1374 N.S. § 1 (part), 1998)

Chapter 2.32

PARKS AND RECREATION COMMISSION*

Sections:

2.32.010 Created.

2.32.020 Membership—Terms of office.

2.32.030 Powers and duties.

* Prior ordinance history: Ord. 1368 N.S.

2.32.010 Created.

There is established a new commission which is entitled the "Morgan Hill parks and recreation commission" to serve in an advisory capacity to the city council. (Ord. 1778 N.S. § 4 (part), 2006)

2.32.020 Membership—Terms of office.

The commission shall consist of seven members. Members shall not be officials or employees of the city nor be paid members of any organization receiving financial support from the city. Notwithstanding any language to the contrary, the mayor and city council may appoint a Morgan Hill Unified School District official as a member of the commission.

For the first seven members appointed, the terms of three of the members shall expire on May 1, 1999, and the terms of four of the members shall expire on May 1, 2000. All new full term appointments after April 1, 2006 shall be for a period of four years. (Ord. 1778 N.S. § 4 (part), 2006)

2.32.030 Powers and duties.

The powers and functions of the commission shall be as follows, provided that nothing in this Chapter 2.32 shall be construed to give the commission power or duty to supervise or administer any public buildings, public parks, streets or other public property or programs:

A. To hold hearings on matters pertaining to planning and development of parks, trails, recreation programs for all segments of the population,

bicycle facilities, and capital expenditures related to parks, trails, recreational facilities, and bicycle facilities;

B. To facilitate coordination of the efficient and effective use of recreation facilities by other public, private, and non-profit groups and organizations to city residents;

C. To consider, formulate and propose fiscally prudent programs, activities, resources, plans and development designed to provide for, regulate, and direct the future growth and development of the parks facilities and recreation programming for the people of the city;

D. To make investigations and reports for future acquisition of park sites;

E. To review opportunities for joint use of recreation/parks, and storm retention/detention;

F. To act on behalf of the city and function as the City of Morgan Hill Bicycle and Trails Advisory Committee;

G. To conduct such other hearings as are necessary and in accordance with its own rules and regulations for the transaction of its business, or rules for conduct; and

H. To report its decisions and recommendations relating to the above matters, in writing to the city council. (Ord. 1778 N.S. § 4 (part), 2006) (Ord. No. 1930 N.S., § 4, 4-22-2009)

Print

Commission Application - Submission #50486

Date Submitted: 4/5/2024

First Name

Suman

Last Name

Ganapathy

Address1

Address2

City

Morgan Hill

State

CA

Zip

95037

Home Phone Number

-

Cell Phone Number

email address

Occupation

Full Time Community Volunteer

Are you a registered voter?

yes

Please list any properties you own in Morgan Hill

Morgan Hill, CA

Do you have any relatives currently employed by the City of Morgan Hill?

No

If yes, please provide name

Commission Webpages

Please visit the links for each commission's webpage for more info:

- [Planning Commission](#)
- [Parks & Recreation](#)
- [Library, Culture, & Arts](#)

Please select the commission you are interested in serving on

Library, Culture, and Arts Commission

Please select the commission that would be your second choice. If you do not have a second choice, please move on to the next question.

Please upload a letter of interest or cover letter*

Cover Letter 2024.pdf

Please upload a resume*

2024 SUMAN GANAPATHY - RESUME.pdf

Have you ever served on any other citizen advisory commission or committee? If yes, please list and briefly explain the purpose of each one.*

No

What skills and/or experience do you possess that would be important to your role as a commissioner?*

I have loved playing an active role as a commissioner with the library Culture and Arts Commission since 2019. I have planning, collaboration, creativity, adaptability, advocacy, communication, and leadership skills & experience, as well as a deep appreciation and knowledge of different forms of arts and culture required for the position.

More than anything, I am passionate about supporting our literary, cultural and arts community in Morgan Hill. It has been a privilege to help with making all our projects and events successful so far. We can do so much more as a commission and I look forward to being a part of that upward trajectory.

Even before joining the commission in 2019, I had a strong background in the arts, laid out in detail in my resume. A few enumerated here are:

1. Taught art for 8 years (Spectra Art program) in Cupertino Schools – this included art history, artist biography, and art & design elements & analysis, culminating in a related project. Prepping and implementation of 17 classes a year per class (I taught 7 classes one year) was time-consuming but immensely rewarding. I got a lot of arts-related experience & it included problem-solving that was needed to tackle myriad challenges.
2. Ran the yearly PTA Reflections arts program for many years, starting with my children's elementary, middle and high school, and was also the chairperson for the 6th District PTA (Santa Clara County) county-wide program involving 300 PTA schools (of which about 80 participated) in Visual Arts, Photography, Literature, Music Composition, Dance Choreography and Film Production – this is a Nationally run program. I communicated with all the schools, trained school program chairs, arranged for judges in all categories, and hosted a rewards reception with performances at the SCCOE office each year on a shoestring budget.
3. Was the Art-Artists Workstream Lead in the Leadership Morgan Hill, Class of 2018 'Art and Inspiration' utility box art project last year and class & LCAC-LMH liaison: I was privileged to work with LCAC showcasing my ability to follow through and complete my responsibilities, tackle challenges, be flexible and find solutions. I continued to lead this project in my capacity as a commissioner.

Since becoming a commissioner, I have had a lot of added experience in the field, including a wonderful synergy with my roles in other non-profit organizations:

4. I have been a docent for the 'Let's Look At Art' San Jose Museum of Art program since 2019, and on its board since 2020, so I play an active role in its running and future. Being a docent helps me stay in touch with all aspects of art education (elements & principles), and has been and will continue to be immensely helpful in my role as a commissioner especially in evaluating potential public art.
5. Since 2019, I have been a part of the Morgan Hill Open Studios (MHOS) Planning committee, and worked in all 3 MHOS events so far. I am currently working on the 4th Annual MHOS slated for September 21-22, and though we all help out wherever we can, I am in charge of publicity (traditional & social media).
6. I have chaired the Art & Inspiration Utility Box Art project since 2019 and devised a way to keep it going through the pandemic despite the sponsor committee not being functional.
7. I chaired the 1st Morgan Hill United Against Hate (MHUAH) Week in 2022, and in addition to Congregation Emeth & Interfaith Community who originally brought the idea of MHUAH to our town after experiencing it in other cities in the Bay Area, I was able to convince many partners to join us (MHUSD, MHDA, AAUW Morgan Hill, SURJ South County etc.) and played an active role in 2023 too. I am part of the 3rd Annual MH-UAH committee again this year.
8. I worked with late artist Louis Latronica and helped with showcasing and cataloguing all his donated artefacts and art, and also organized the Sculpture Unveiling Event in 2022.
9. It was an honour and a privilege to chair the commission in the middle of the pandemic. We as a commission did our best to let our community know the arts were more important than ever.
10. I am an avid reader and writer and belong to many book clubs devoted to deep analysis and understanding. I also chair the Afternoon BookClub with AAUW Morgan Hill Branch. I stated back in 2019, and it still holds true, I am a life-long learner and lover of literature and the arts - literary, visual and performance - and bring to the table knowledge, passion, enthusiasm and motivation, and hope to do so in the future.

What do you understand the role of the commission to be and why would you like to serve on this commission?*

The role of the Library, Culture and Arts Commission is to drive, encourage and support the educational, literary, creative, artistic, and cultural activities in our city. Being involved in public outreach to raise awareness and involvement is an important role. LCAC augments and enriches the lives of its residents, attracts visitors and businesses, and plays an important part in shaping the character of our city. Supporting and promoting our public library, and advocating for libraries to have all the facilities needed to be a hub of knowledge and a generator of ideas, making it an important means of achieving equity in the education, development and intellectual growth of all its residents – is an important role of a commissioner. Reviewing and recommending potential works of public art to be acquired or installed by the city to benefit the public; planning, and implementing various programs e.g. exhibitions, concerts, performance arts, Open Studios tours, art and sculpture in public places, art and literary competitions for all ages, and other creative avenues etc., and giving the public both opportunities to participate through creativity and self-expression or enjoyment and education are its goals.

I am happy to see that at present, the role of the Arts is finally being recognized. The world appreciates the importance of STEM (which is demonstrably important). However, the power of the arts in stimulating creativity, empathy, and compassion, bringing diverse people together, improving the quality of life, and contributing to economic prosperity – has only recently been recognized. It is exciting to see STEAM being given its due. The arts have always held a place of paramount importance in my life. Continuing to serve in the Library, Culture and Arts Commission and using my passion, skills, and years of experience to benefit the community and our city would be the ultimate honour and privilege.

What would you like to accomplish as a commissioner?*

(i) I would actively support the current goals and objectives of LCAC, especially continuing with all our current work projects because I believe in them very strongly. We play an important role in our city in creating an atmosphere of acceptance and belonging, supporting literacy & learning, the arts, and various cultures – bringing many communities & organizations together in our common goal of improvement and love of our city and its residents.

(ii) Additionally, as a commission we are still in the middle of work projects including planning an art master plan for our city. I'd love to be able to complete that with my commissioner cohorts.

(iii) Back in 2019, I thought that exploring the possibility of having a city poet laureate/musician/artist/performance artist would be a good way to promote talented individuals who would in turn be an ambassador for our city. The pandemic hit soon after, and life changed for all of us. It would be wonderful to attempt to make this a possibility finally, with help from our community organizations, members, and volunteers.

(iv) I would love to work with the school district to explore the possibility of having an additional youth LCAC commissioner position from MHUSD for the youth point of view about library resources and arts projects – to inject the voices of our youth on our commission.

(v) This continues to be my long-term goal: to educate the public about the importance of the arts in this age of STEM initiatives. Tirelessly advocate for the arts – STEAM, not just STEM should be society's goal – every lover of the arts should be able to hold their head up high, express themselves and be able to make a living in a career they love, and not just pick one that brings in more money but which they aren't passionate about. Though our world has already veered towards STEAM, it is still a tough proposition, and I would love to continue to work towards that goal.

(vi) Additionally: researching and applying for county, state & federal grants to augment our LCAC budget would make it possible for us to pursue arts projects that we aren't currently able to undertake.

What are the greatest opportunities facing the community in regards to this commission?*

The LCAC is imperative for the benefit of our community. It plays a vital role in fostering community engagement, promoting education and the arts, supporting artists & creatives, and preserving cultural heritage. Events & programs like Art a la Carte, International Celebration. Morgan Hill Open Studios, Art & Inspiration Utility Art Project, Morgan Hill United Against Hate... to name a few, help with this.

The outreach work, and planning and execution of programs by LCAC is an avenue for enrichment and self-expression. The arts are also a generator of employment - through LCAC programs, artists young and old have the opportunity to create and showcase their art in various public art opportunities, in literary, visual, digital, and performance arts etc.

The Library, Culture & Arts Commission plays a pivotal role in enriching community life, fostering creativity and innovation, and promoting cultural understanding and appreciation.

There are other benefits and opportunities for our community. Having a beautiful town with a rich artistic and cultural climate is a great magnet for attracting visitors, and will foster economic opportunities, business and private investment, and contribute to the transformation of Morgan Hill into a vibrant commercial and cultural hub.

If you are an incumbent seeking reappointment:**Are you next in line to serve as Chair or Vice-Chair?**

- ☐ Yes
☒ No

Are you currently serving on a committee

- ☒ Yes
☐ No

Are you assigned to a special project?

- ☒ Yes
☐ No

If you are assigned to a special project, please describe the project.

MH Open Studios; Publicity for all our projects and events - including traditional, digital & social media

Please review the City Council Ethics Policy

[City Council Ethics Policy](#)

Please type name to sign. By my signature, I agree to comply with all government regulations, should I be appointed to serve on a City of Morgan Hill Commission or Committee and confirm that I have read the attached Ethics Policy and that I do subscribe to this Policy; that I will apply it to the specific responsibilities s which I may be assigned; and that I will practice the core values set forth in this Policy in my public service for the City of Morgan Hill. Additionally, I commit to attend and participate in all Commission and Committee meetings to which I am appointed, unless excused by the Chair.*

Suman Ganapathy

Date*

4/5/2024

04:15 PM

Suman Ganapathy

Morgan Hill, CA 95037

April 4, 2024

The Morgan Hill City Council
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA – 95037

Subject: Reapplication for the Position of Commissioner, Morgan Hill Library, Culture & Arts Commission

Dear Mayor Mark Turner, Mayor Pro Tem Marilyn Librers, and Council Members Yvonne Martinez Beltran, Gino Borgioli, and Rene Spring,

I am excited to reapply for the position of commissioner on the Morgan Hill Library, Culture & Arts Commission. Having served on the commission already for five fulfilling years, I would love to have the opportunity to continue working on various projects going on at present, and thus contribute to the advancement of the arts, educational and cultural initiatives in our community.

During these past five years, I have had the privilege of collaborating with my wonderful LCAC colleagues, the City, and community organizations and volunteers to implement many impactful programs and initiatives. (The details are in my resume.) From organizing art competitions, exhibitions, sculpture unveiling, open studios, and cultural events, to chairing the commission - a rotating position - and advocating for our superb Morgan Hill Library and the Santa Clara County library system, I've witnessed firsthand the impact of the arts in enriching and helping the lives of residents of our community, and especially through the terrible pandemic years.

Through my background and experience in the arts, as well as several years of community involvement and organization, I have brought and will continue to bring valuable perspectives and insights to the commission. I have also worked hard for many of our projects to come to a successful fruition. I am committed to continuing all that and more, and to ensuring that our initiatives represent the various interests and voices in our community. Additionally, I am also excited about the possibilities for continued growth and innovation in the future.

I am confident that my dedication, collaborative spirit, and vision will enable me to make meaningful contributions as we collectively work together in promoting the arts and fostering a vibrant Morgan Hill supportive of art, culture, literacy, inclusivity, and education.

Continuing to serve as a commissioner in the Library Culture and Arts Commission would be a great honour and privilege, and I would be grateful to be given the opportunity to do so.

Thanking you!

Sincerely,

Suman Ganapathy

A full-time community volunteer with multiple leadership positions through the years, I am recognized for my work ethic and enthusiasm in all that I do. I am passionate about literature and the arts. They are integral components of human culture, enrich our lives and foster connections between communities and individuals through artistic expression, stimulating empathy and understanding, civic engagement, and promote mental and emotional well-being. The arts contribute to the vibrancy and vitality of our lives and are an important part of our human experience. Additionally, I also recognize the practical importance of the arts in stimulating creativity, innovation, revitalizing and contributing to the economy. In recent years, I have also become an advocate for equity and equality, actively working towards love, empathy, and acceptance of all.

ORGANIZATION & COMMUNITY INVOLVEMENT (DETAILED)

1. Morgan Hill Library Culture & Arts Commission: 2019 – Present

- (i) Morgan Hill Open Studios (MHOS) Planning committee member from its inception. In charge of publicity (traditional & social media, as well as writing articles for local papers, event co-host for the 1st Preview MHOS event, & many other duties) for the 2021, 2022, & 2023 Open Studios events. Currently working on the 4th Annual MHOS slated for September 21-22.
- (ii) Chaired the 1st Morgan Hill United Against Hate Week in 2022, brought in community partners to join us e.g. MHUSD, MHDA, AAUW Morgan Hill, SURJ South County etc. (Congregation Emeth & Interfaith Community of South County originally brought the idea of MH-UAH to our town after experiencing it in other cities in the Bay Area), MC for the Kick-off Event in the MH Library.

Played an active role in MH-UAH 2023, and currently in the 2024 committee.
- (iii) Publicity & social media -in charge for Art a La Carte event (2022, 2023, and currently 2024)
- (iv) Publicity & social media- in charge for International Celebration event (2021, 2023)
- (v) Art & Inspiration Utility Box Art & artists’ project chair – wrote all documents, publicized, was the point-person between the artists, and also devised a way to keep this project going through the pandemic despite the sponsor committee not being functional. Currently still involved with this project.
- (vi) Worked with late local artist Louis Latronica with the Poppy Jasper sculpture donated by him from 2019 onwards. Also helped with showcasing and cataloguing other artefacts and sculptures he donated. Organized the Poppy Jasper Sculpture Unveiling Event in 2022.
- (vii) Supported and attended the annual County Library District Forums, as well as participated in focus groups to help with formulating of the Library districts’ strategic plan. Avid supporter of our public libraries and its immense contribution to narrowing the equity gap in our society through their extensive services beyond just books; their contribution as first responders during the pandemic, provider of free meals to those in need, their impressive pivotal during the pandemic to continue to (and enhance) their services to the public, and all that they continue to do at present.
- (viii) Chaired the LCAC commission in the middle of the pandemic in 2021 – a rotation it was a privilege to be a part. We as a commission did our best to let our community know the arts were more important than ever during the tough pandemic times.

- (ix) Chaired & administered the citywide Morgan Hill Together 'Shelter-in-Place' Window Art Contest in 2020 at the start of the pandemic (wrote the contest rules & application, created the judging criteria & sheets, invited judges, tabulated results, announced results, created the certificates for all participants and presented at the CC meeting).
- (x) Participated in various projects in my capacity as commissioner including the Galvan mural (where I also helped with painting it), judge for the library's art competitions, virtual art exhibition planning during the pandemic, current duties etc.

2. AAUW, Morgan Hill April 2016 – Present

- (i) Currently President, AAUW Morgan Hill Branch
- (ii) (past) President-Elect (for 2 years)
- (iii) (past) Board Member – Newsletter Layout Editor, Managing & Copy Editor (4 years total)
- (iv) (past) Wildflower Run 2K Run Chair
- (v) (past) Sponsor Committee Member – Wildflower Run Annual Fundraiser Event
- (vi) Currently Bylaws Committee Member
- (vii) Currently handling Community Outreach for AAUW in various capacities
- (viii) Currently managing Social Media for AAUW programs & events including the Wildflower Run
- (ix) Currently Chair – Afternoon Books Interest Group

3. Docent San Jose Museum of Art (SJMA): January 2019 - Present

- (i) Docent for the SJMA Let's Look at Art (LLAA) Program (from 2019 - present)
- (ii) Board member for the LLAA (2020 – present)
- (iii) Mentor for docent trainees (2023, 2024)
- (iv) Vice-President elect nominee (present)
- (v) Continuing Education Team (present)
- (vi) Recruitment & Retention Team (present)

4. Downtown Association Board Member 2019 - 2021 (3 years)

- (i) Board secretary
- (ii) In charge of monthly articles in the Morgan Hill Life
- (iii) Organized the poster-art contest & artist exhibition for the Wine Stroll 2019 (the following two years were cancelled due to the pandemic though we planned and replanned it 3 times in 2020)
- (iv) Co-Chair Safe Trick O'Treat 2019 (following years cancelled 2020, 2021)
- (v) Planning Committee member for the Beer Crawl 2019 – publicity, social media & ads (following years cancelled 2020, 2021)

5. Joint Venture Silicon Valley Food Rescue October 2018 - 2019

- (i) Volunteer grant writer – one cycle culminating in a successful grant.

6. Leadership Morgan Hill January-September 2018

- (i) Class liaison
- (ii) Library Culture & Arts Commission liaison (for the Arts & Inspiration class project)
- (iii) Artist/artwork workstream lead (class project: Arts & Inspiration)

7. SURJ – South County January 2017 – 2023

- (i) (past) Liaison for Loving & Learning Center, Morgan Hill
- (ii) Active volunteer till I got too busy, but remained a supporter till its current state of hiatus

8. Fremont Union High Schools Foundation July 2010 – June 2014

- (i) Board member (July 2010 – June 2014)
- (ii) Direct Ask Committee – creating and implementation of strategy
- (iii) Crab Feed Committee – creating and publishing of the event program, volunteering during event,
- (iv) Program selection Committee – determining where funds can be spent

9. Santa Clara County, Office of Education January 2013 – June 2014

- (i) Artspiration – Santa Clara County Office of Education (SCCOE) Arts initiative member, Santa Clara County (committed to advocating arts for all schools in the county).

10. Monta Vista Senior All Night Party July 1, 2012 – June 30, 2013

- (i) Co-president, Monta Vista High School Senior All Night Party (2013 SANP), a \$68,000 501(c)(3) non-profit organization: Planning and execution of 2013 party, along with co-chair. Logistics, overseeing all committees, running meetings – power-point slides for all meetings, check signee): July 1, 2012-June 30, 2013
- (ii) Tickets & publicity: Publicizing the party on Facebook, School loop- school online communications system, posters, emails, PA announcements, video advertising. Creating and implementing ticket sales strategy, creating, and maintaining google spreadsheet of attendees, making sure all forms and permission slips are valid.
- (iii) Communications chair: Soliciting parent volunteers for the party – emails, online school communications system – 400 volunteers.
- (iv) Site manager Compiling needs from the school campus of all SANP committees and overseeing its implementation for the SANP during set-up and take-down.

11. Monta Vista Dance Team (MVDT) August 2009 – May 2013

- (i) Monta Vista Dance Team (MVDT) Costumes for the Marquesas dance team
- (ii) MVDT volunteer parent – in charge of meals (breakfast, lunch) for Bella Vista Competition for the team and families
- (iii) MVDT-Monta Vista Athletics Booster Liaison (communications, advocating for MVDT, volunteer service to the athletics booster)
- (iv) Volunteering for various dance team events and activities

12. Cupertino-Fremont Council of PTAs (CFCPTA) & Cupertino-Fremont-Sunnyvale Council of PTAs (CFSCPTA)

- (i) **Literature and Dance Choreography Judge 2012-Present**
Annual judging of PTSA Council (CFSCPTA) Reflections Arts Competition's Literature & Dance Choreography entries (latest in November 2023) for the Cupertino-Fremont-Sunnyvale School Districts.
- (ii) **Parliamentarian 2012-2013**
Managed, oversaw, and chaired nominating committee, helped all schools (31 schools) update their bylaws. Updated council PTA. Parliamentarian advice to unit parliamentarians, training unit parliamentarians. Made sure parliamentarian procedure was followed at meetings.
- (iii) **VP Leadership 2010-2012**
(Created the council leadership training program, and also ran the training – determining types of classes, finding trainers, publicizing event to PTA leadership and implementation)

(iv) Executive VP 2008-2010

Primary aide to president. Executive board member involved in implementation of PTA goals. Was acting president from March 2010-June 2010)

(v) President 2006-2008

Led the PTA towards goals set by the membership of all the school PTAs in the council (8000 members). Revamped and strengthened a faltering council; cemented goals, initiated leadership training, district appreciation, built a support structure with all units and sharing of knowledge & problem sharing. Started Unit Sponsorship of Parent Ed/School wellness Programs (mini grants). Introduced the council VP Advocacy position – did a “Flunk the Budget” petition, got 5000 signatures, and presented to elected officials & sent to Sacramento. Voted to include Sunnyvale schools in the council. Cupertino-Fremont Council became Cupertino-Fremont-Sunnyvale Council.

(vi) Historian 2005-2006

Council board member. Actively helped with implementation of council goals. Captured and kept a record of activities. Collected and added up annual volunteer hours. Wrote annual report. Sent reminders and helped unit PTAs to collect volunteer hours and write annual reports.

13. Monta Vista High School PTA/PTSA (MVPTA/MVPTSA)**(i) Secretary 2012-2013**

Writing meeting minutes. Keeper of all permanent books and records. Board member, actively engaged in running the organization.

(ii) Parliamentarian (2010-2012)

Managed, oversaw, and chaired nominating committee, updated bylaws. Made sure parliamentary procedure was followed at meetings.

(iii) President (2008-2010)

Led the PTA towards goals set by the membership (1100 members). Started member Yahoo groups, Carpool Yahoogroups, Facebook page. Started the Unsung Hero Senior Scholarship. Voted to become a PTSA (Parent-Teacher-Student-Association) with leadership opportunities for students. Liaison for school district parcel tax and bond measure campaigns. Started the Parent Link – veteran parents calling and welcoming all first-year families and being the contact for any questions. Attended Cupertino city council meetings on behalf of the PTA; led email/letter campaign to open Blackberry Farm/Scenic Circle gate to alleviate traffic problems around Monta Vista-Kennedy-Lincoln schools (December 2009).

(iv) Parliamentarian 2007-2008

Managed, oversaw, and chaired nominating committee, updated bylaws. Made sure parliamentary procedure was followed at meetings.

(v) Volunteer Coordinator 2010-2013

Solicited and managed volunteers for summer mailing help, student registration (Running-of-the-Bulls) for 2,600 students.

(vi) Other Jobs 2007-2013

- a. MVPTSA Job Shadow Committee: Finding companies willing to host Job Shadow students. Liaison between students and corporate Job Shadow mentors - managing student profile and corporate agenda.
- b. MVPTSA Hospitality Committee: Hospitality during PTSA events, meetings, and Staff Appreciation Day
- c. Career Day
- d. Bike-Walk to School
- e. Back-to-School Night
- f. Hospitality
- g. Senior Scholarship committees

14. High School/College Writing Tutor 2006-2012

- (i) Trained De Anza Volunteer tutor, private tutor for struggling Foothill & De Anza Students, helped Monta Vista High students write college admission essays and De Anza transfer students too.

15. Cupertino Educational Endowment Foundation (CEEF) 2002-2010

- (i) CEEF Gala Co-Chair 2010: Co-chaired Fundraiser event held at Fairmont Hotel, San Jose.
- (ii) CEEF Gala Committee 2002-2010: Helped in various capacities for the Gala committee – decorations, entertainment, publicity of event, School baskets Chair, Silent Auction committee.

16. Sixth District PTA (Santa Clara County) (CAPTA 6) 2003-2009

- (i) Executive VP 2009 (stepped down mid-year due to cutting back for health of child)
- (ii) VP Organizational Services 2007-2009
- (iii) Reflections Competition Chair 2003- 2007

17. Lawson Middle School (LMS) 2005-2009

- (i) Lawson PTA Parliamentarian 2005-2007
- (ii) Lawson PTA Secretary 2007-2009
- (iii) Music Program “Head Chaperone” to Disneyland for 3 years (2007, 2008, 2009)

18. Measure G FUHSD Parcel Tax November 2009

- (i) Co-signee, November 2009
- (ii) Volunteer, precinct walker, calling voters

19. Measure B FUHSD School Bond June 2008

- (i) Liaison for Monta Vista high School
- (ii) Precinct walker, voter calling

20. Measure B CUSD Mail-In Parcel Tax May 2009

- (i) Precinct walking, phone calls

21. School Site Council 2004-2006

- (i) Garden Gate Elementary: President 2005-2006
- (ii) Council Member: 2004 – 2005

22. Garden Gate Elementary 1999-2007

- (i) Spectra Art 1999-2007 (Taught art for grades K-6 for 8 years), revamped and enhanced entire Spectra art program, lead trainer for volunteers

- (ii) PTA President 2004-2006
 - (iii) PTA Secretary 2002-2004
 - (iv) Reflections Competition Chair 2000-2004
 - (v) Classroom Mum (multiple years), chaperone, classroom volunteer 1999-2006
 - (vi) International Day (India Committee Chair – coordinated 60 volunteers; Overall chair: coordinated 120 volunteers), Career Day committee, Hospitality chair, Staff Appreciation chair, Walkaround committee, Socials committee
-

AWARDS

- AAUW Morgan Hill – Morgan Hill Community Foundation (MHCF) Philanthropy Honoree of the year 2023
 - AAUW Morgan Hill Honoree 2020
 - Golden Oak PTA Service Award CFSCPTA 2013
 - Golden Oak PTA Service Award Monta Vista PTSA 2013
 - Honorary Service Award, Monta Vista High 2011
 - Golden Oak PTA Service Award, Lawson Middle School 2009
 - Honorary Service Award Cupertino-Fremont Council 2008
 - Continuing Service Award Lawson Middle School 2008
 - Golden Oak PTA Service Award Garden Gate Elementary 2006
 - Honorary Service Award, Garden Elementary School 2003
-

EDUCATION

High School & College Degree(s):

- Bachelor of Arts, Osmania University, India, 1987
- Timpany School, Visakhapatnam, India (ISC 12), 1984
- St. Mary's School, Pune, India (ICSE 10), 1982

Specialized Training:

- Let's Look at Art Volunteer Docent training in the elements of art and principles of design 2009
- Trained in Writing Tutor Training at De Anza College, 2006
- Inside-Outside/Jenson & Nicholson Advanced Diploma in Interior Design, 1989
- Berger Paints Diploma in Interior Design, 1988

Print

Commission Application - Submission #50458

Date Submitted: 4/4/2024

First Name

Amanda

Last Name

Santiago

Address1

[Redacted]

Address2

City

Morgan Hill

State

California

Zip

95037

Home Phone Number

[Redacted]

Cell Phone Number

[Redacted]

email address

[Redacted]

Occupation

Artist/ Framer/ Retail Management

Are you a registered voter?

yes

Please list any properties you own in Morgan Hill

Do you have any relatives currently employed by the City of Morgan Hill?

No

If yes, please provide name

Commission Webpages

Please visit the links for each commission's webpage for more info:

- [Planning Commission](#)
- [Parks & Recreation](#)
- [Library, Culture, & Arts](#)

Please select the commission you are interested in serving on

Library, Culture, and Arts Commission

Please select the commission that would be your second choice. If you do not have a second choice, please move on to the next question.

Please upload a letter of interest or cover letter*

Commission Cover Letter - Amanda Santiago.docx

Please upload a resume*

Commission Application - Resume - Amanda Santiago.docx

Have you ever served on any other citizen advisory commission or committee? If yes, please list and briefly explain the purpose of each one.*

Morgah Hill Library, Culture and Arts Commission 2020 - 2024

What skills and/or experience do you possess that would be important to your role as a commissioner?*

I am a lifelong student and teacher in both the visual and performing arts. I have an extensive background in Music, dance, and writing, as well as painting and drawing. I am an enthusiastic advocate for artists of all backgrounds and disciplines and know what it takes to create, present, display and promote arts of many types.

What do you understand the role of the commission to be and why would you like to serve on this commission?*

I understand the commissioners role to be to facilitate and represent the needs and desires of the community for the City of Morgan Hill. I would like to serve on the commission because as a working artist, I often have a different perspective than those who are not actively creating art for public use. In our community I wear many hats. Because I have worked in many artistic disciplines throughout the years, I have the ability to relate to and support the needs of many types of artists. I understand the number of hours it takes to create a mural, the amount of paint required to apply a mural and the number of people that have to collaborate to support an artist to allow them to bring their vision to the community. I know how many hours go into the rehearsal that leads to the amazing performance. I know how hard the writer worked. I know how to muck a stall and get the horses saddled and in the trailer for the Fourth of July Parade and I know how to listen to the person who had a hard day and needs some support because they did all of this. As a mom, I know when a bandaid and a long talk is needed. As a working woman, I know how to be tough and when to let it roll off my back and I know how to be flexible because we all work hard and we need to give as we would like to be given to.

What would you like to accomplish as a commissioner?*

I would like to do many things. First I would like to continue to develop and facilitate the events and activities on the LCAC Workplan for 2024.

I would like to go on to reinvigorate some projects that have been on backlog for a time, approaching them with new knowledge and enthusiasm; the Morgan Hill Coloring Book, expand the mural and art installations throughout Morgan Hill and our Downtown Areas, to facilitate the Art Installments that will reside at Villa Mira Monte and to support the Historical Society through their development of new facilities and projects and the continuation of existing ones. I would like to participate in the programs being put on by our Morgan Hill Library and to increase the art presence in our schools.

What are the greatest opportunities facing the community in regards to this commission?*

The greatest opportunities?

The greatest opportunities are the opportunities for the community to PARTICIPATE. We have a lot of people with ideas and opinions, but we need to get people to show up for Morgan Hill. It's easy to have opinions. It's easy to have ideas. It's not so easy to collaborate with others to create something from those ideas that reflects the value of our community rather than just ourselves. We have the opportunity to engage our community.

If you are an incumbent seeking reappointment:**Are you next in line to serve as Chair or Vice-Chair?**

- ☐ Yes
☒ No

Are you currently serving on a committee

- ☒ Yes
☐ No

Are you assigned to a special project?

☐ Yes

☐ No

If you are assigned to a special project, please describe the project.

Please review the City Council Ethics Policy

[City Council Ethics Policy](#)

Please type name to sign. By my signature, I agree to comply with all government regulations, should I be appointed to serve on a City of Morgan Hill Commission or Committee and confirm that I have read the attached Ethics Policy and that I do subscribe to this Policy; that I will apply it to the specific responsibilities s which I may be assigned; and that I will practice the core values set forth in this Policy in my public service for the City of Morgan Hill. Additionally, I commit to attend and participate in all Commission and Committee meetings to which I am appointed, unless excused by the Chair.*

Amanda Santiago

Date*

4/4/2024

04:41 PM

Good Afternoon,

My name is Amanda, (Mandi) Santiago, and I am interested in returning to the Library, Culture and Arts Commission for a second term serving my friends and neighbors in the City of Morgan Hill.

I have been a lifelong student and teacher of the arts through many mediums. My favorite mediums include, but are not limited to, oil and acrylic paint, guitar, piano, and dance. I am a Live Oak Graduate, a Gavilan Alumni and an ASU student, having studied Engineering Management with the Ira A. Fulton School of Engineering.

I have served on the Library, Culture and Arts Commission for the City of Morgan Hill for the last four years, facilitating the relationship between artists in our community and the city, as well as supporting the relationship between the city and the organizations that contribute to the well-being of the entire community, such as the Historic Society, the Library, our local theater groups and our residents to create events that engage the community and inspire residents to contribute their talents to building and maintaining a culture of caring in our town that will remain vital and sustainable for generations to come.

My goals as a Library, Culture and Arts Commissioner include bringing accessible art to our town that represents and appeals to residents of all ages and walks of life. I would like to further expand and organize our public art programs and streamline the coordination of our events like Art A La Carte to help them reach as many residents as possible, and to encourage our community to participate in all levels of the planning and presentation of these events.



I would like to reach out to our neighboring cities, to mutually enhance access to the arts and literature and to support the creation of lasting bonds between ourselves and our neighbors to ensure that art continues to flourish in Morgan Hill.

Thank you for this opportunity,

Amanda Santiago

Amanda Santiago

Project/Engineering Support

Data collection, entry and management
Professional correspondence/ e-mail
Create/format/ maintain multi-media documents
Permitting - excavation, encroachment, building
Safety/ Traffic Management/ signage/ barricades
Project Scheduling/Tracking
Invoicing/ Billing
Expert knowledge of Microsoft Office Suite

Computer Skills

High learning curve, tech support background, 80WPM+, 10 key by touch, high accuracy, Excel/
Office Suite Proficiency.

Software-

Microsoft Office Suite, Word, Excel, Power Point, Illustrator, Outlook, Windows, Quickbooks, Vista,
HCSS/ Heavy Job/Bid, Peoplesoft, Adobe Photoshop, Corel Draw/ PaintShop Pro, CAD, Canva, Wix

Hardware-

Installation, maintenance and troubleshooting of office technology, printers, laptops and desk tops and other
communication/ accessibility devices. Use and maintenance of architectural and photographic printers.

MGE Underground

Office Manager/ Engineering Assistant
6/2017 – 4/2018

OMT Construction

Office Manager/Administrative Assistant
2011-2013

JBK Aire

Administrative Assistant
2009-2010

Education

Gavilan College

Liberal Arts – 1999

Arizona State University

2018-2020

General Office Management

Purchasing Orders/ inventory
Material organization
Managing vendors
Executive Scheduling/travel
Shipping/ Receiving/ Mailing
Invoicing/ Receipt
Technical support/Office maintenance
Communications/ Confidentiality

BT Commercial Real Estate

Tech Support/ Agent Assistant
1999-2003

Hobby Lobby

Lead Framer
Feb 2020- November 2021

Colibri Art and Framing

Manager
January 2022 - Present

Professional Associations

American/ International Mensa

Lifetime Member – 1122123

Morgan Hill LCAC Commissioner – 2021-2024

Print

Commission Application - Submission #50338

Date Submitted: 3/28/2024

First Name

Jake

Last Name

Thompson

Address1

Address2

City

Morgan Hill

State

CA

Zip

95037

Home Phone Number

Cell Phone Number

email address

Occupation

Are you a registered voter?

yes

Please list any properties you own in Morgan Hill

Do you have any relatives currently employed by the City of Morgan Hill?

No

If yes, please provide name

Commission Webpages

Please visit the links for each commission's webpage for more info:

- [Planning Commission](#)
- [Parks & Recreation](#)
- [Library, Culture, & Arts](#)

Please select the commission you are interested in serving on

Library, Culture, and Arts Commission

Please select the commission that would be your second choice. If you do not have a second choice, please move on to the next question.

Parks and Recreation Commission

Please upload a letter of interest or cover letter*

LCAC Cover Letter 2024.pdf

Please upload a resume*

Jake Dexter Thompson, Resume (1).pdf

Have you ever served on any other citizen advisory commission or committee? If yes, please list and briefly explain the purpose of each one.*

Library, Culture, and Arts Commission for Morgan Hill, 2019-2021
Transportation Master Plan Stakeholders Committee, Sept 2023 - Present

What skills and/or experience do you possess that would be important to your role as a commissioner?*

20+ years of experience as an educator (Early Childhood), 10 years of leading adults and organizations through decision-making and problem-solving, arts/design work with multiple companies

What do you understand the role of the commission to be and why would you like to serve on this commission?*

Supporting the arts community within the Morgan Hill community. Supporting and advocating for the library here in Morgan Hill, as well as the larger system that our library is part of. Finding unique opportunities to provide public art installations and celebrations of the cultures that make Morgan Hill one of the best places to live.

What would you like to accomplish as a commissioner?*

To continue to support, grow, and iterate the current projects of the commission. To find new opportunities for exploration and to highlight the beauty of our community and the cultures that are represented here.

What are the greatest opportunities facing the community in regards to this commission?*

Funding for the arts (new projects), competing priorities of the city and communities surrounding it.
Maintaining the traditions and adjusting/expanding for a rapidly changing city.

If you are an incumbent seeking reappointment:**Are you next in line to serve as Chair or Vice-Chair?**

- ☐ Yes
☒ No

Are you currently serving on a committee

- ☒ Yes
☐ No

Are you assigned to a special project?

- ☐ Yes
☒ No

If you are assigned to a special project, please describe the project.**Please review the City Council Ethics Policy**

[City Council Ethics Policy](#)

Please type name to sign. By my signature, I agree to comply with all government regulations, should I be appointed to serve on a City of Morgan Hill Commission or Committee and confirm that I have read the attached Ethics Policy and that I do subscribe to this Policy; that I will apply it to the specific responsibilities s which I may be assigned; and that I will practice the core values set forth in this Policy in my public service for the City of Morgan Hill. Additionally, I commit to attend and participate in all Commission and Committee meetings to which I am appointed, unless excused by the Chair.*

Jake Thompson

Date*

3/28/2024

01:11 PM

March 28, 2024

Library, Culture, & Arts Commission
City Clerk's Office
17575 Peak Avenue
Morgan Hill, CA 95037

To Whom It May Concern:

I am writing to express my interest in rejoining the Morgan Hill Library, Culture, and Arts Commission. Previously, I served on the commission from April 2019 to April 2021. With a background in education and a strong passion for the arts, I am eager to contribute to this esteemed board once again, advocating for our community and advancing the cause of arts promotion.

As an educator with over 20 years of experience, I have witnessed firsthand the transformative power of literature and the arts on students. I've observed students immerse themselves in imaginary worlds found within books, forming enduring connections with fictional characters. Moreover, I've seen dedicated library media specialists captivate young minds with their storytelling prowess. However, I've also observed the challenges faced by our library systems due to funding cuts and the digital age's impact. I am committed to advocating for our libraries, families, and students to ensure their continued success.

Throughout my career, I have actively supported various facets of the arts. From collaborating with design companies and curating displays and merchandising products to championing emerging artists and performers, to participating in community art installations and pursuing my own artistic endeavors, I have consistently advocated for cultural enrichment. I am eager to continue this advocacy and support as a commission member, fostering a vibrant arts community in Morgan Hill.

Thank you for considering my application. I am deeply committed to serving the Morgan Hill community and am eager to contribute to the commission's important work. I eagerly await your response.

Sincerely,

Jake Thompson

Jake Dexter Thompson

WORK EXPERIENCE

Alpha Public Schools, San Jose CA

Senior Director of Elementary Program, July 2021-Present

- Training, developing, and coaching school leaders and teachers across multiple campuses, TK-12
- Designing and implementing adult learning, based on student data and current research
- Leading the Academic Team in strategic, academic initiatives and long-range planning
- Evaluating program effectiveness and alignment across campuses through data analysis
- Reviewing annual school budgets for program expansion and procurement
- Auditing programming for compliance with current state laws
- Creating and developing the architecture of our school model for future replication

Alpha Public Schools, San Jose CA

TK-4 Design Lead, July 2018-July 2021

- Reviewed and wrote grants to scale the Alpha elementary program across sites, resulting in \$1.2 million
- Developed program evaluation frameworks to evaluate and analyze the overall effectiveness
- Collaborated with the Executive Team to identify and develop priorities for the 5-year plan
- Developed cultural, academic, and operational playbook for elementary instructional model
- Developed and led the launch and implementation of the TK-4 model at the 5-8 campuses
- Oversaw and developed the educator hiring process, onboarding, and coaching/development
- Codesigned and launched a comprehensive marketing plan for TK-4 classroom expansion

Alpha: Cornerstone Academy Preparatory School, San Jose CA

Instructional Coach, July 2017-July 2018

- Built routines and systems for effective collaboration between school teams and stakeholders
- Planned and lead professional development, both site-specific and network-wide
- Guided teachers through intellectual preparation and helped build knowledge of grade-level content
- Facilitated brain-based instructional practices and led the restructuring of the academic model
- Led weekly data analysis meetings with a focus on student achievement through academic data
- Evaluated the scope and sequence of instruction for mathematics and language arts, TK-4
- Supported teachers in the personalization of learning and differentiation of content

Mount Vernon Presbyterian School, Atlanta GA

Instructional Learning Coach, July 2014-July 2017

- Designed and developed school learning outcomes and curriculum in all subject areas, K-4
- Served as Project Based Learning (PBL) resident expert and coordinator of unit creation
- Led planning with grade level teams and served as a curriculum coach, K-4
- Developed and delivered academic, cultural, and technical training to teachers and staff
- Coordinated individual students services and tracked targeted data for students in special populations
- Redeveloped, coordinated, and implemented the school admissions process
- Served and collaborated on the five-year strategic planning committee

Jake Dexter Thompson

Morris Brandon Elementary School, Atlanta GA

IB PYP Curriculum Coordinator, July 2013-July 2014

- Oversaw curriculum compliance, K-5, within the International Baccalaureate Programme of Inquiry
- Revised, edited, and crafted school policies in the areas of assessment, language, and special education
- Planned with grade-level teams and served as a curriculum coach for the school
- Created and modeled inquiry-based lessons for teachers and students, K-5
- Delivered training to teachers and staff, throughout the district, based on IB standards and practices
- Coordinated the school self-evaluation and successfully completed IB re-certification
- Collaborated with IB coordinators, curriculum coaches, teachers, and administrators across the district/country

Morris Brandon Elementary School, Atlanta GA

Teacher-Kindergarten/First Grade, Aug 2006-July 2013

Clifton Elementary School, Atlanta, GA

Teacher-First Grade, Multi-Age & Self-Contained EIP First Grade, Jan 2004-July 2006

St. Vincent de Paul Society, Inc., Atlanta, GA

Fundraising Coordinator, Jan 2002-May 2003

American Cancer Society, Inc., Atlanta, GA

Health Educator, Jan 2001-Dec 2001

EDUCATION

Master of Education - Early Childhood/Reading Recovery

Georgia State University, Atlanta, GA, May 2003-2005

Bachelor of Science – Health Promotion and Behavior/Public Health

University of Georgia, Athens, GA, June 1997-May 2000

Georgia College and State University, Milledgeville, GA, September 1995-June 1997

Print

Commission Application - Submission #50379

Date Submitted: 4/1/2024

First Name

Robyn

Last Name

Carrillo

Address1

Address2

City

Morgan Hill

State

CA

Zip

95037

Home Phone Number

Cell Phone Number

email address

Occupation

Real Estate Agent

Are you a registered voter?

yes

Please list any properties you own in Morgan Hill

Do you have any relatives currently employed by the City of Morgan Hill?

No

If yes, please provide name

Commission Webpages

Please visit the links for each commission's webpage for more info:

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- [Parks & Recreation](#)
- [Library, Culture, & Arts](#)

Please select the commission you are interested in serving on

Library, Culture, and Arts Commission

Please select the commission that would be your second choice. If you do not have a second choice, please move on to the next question.

Parks and Recreation Commission

Please upload a letter of interest or cover letter*

Robyn Carrillo- Letter of Interest .pdf

Please upload a resume*

Robyn Carrillo - Resume (3).pdf

Have you ever served on any other citizen advisory commission or committee? If yes, please list and briefly explain the purpose of each one.*

No

What skills and/or experience do you possess that would be important to your role as a commissioner?*

Art Educator, Researcher, Art History Degree, Organizational Skills

What do you understand the role of the commission to be and why would you like to serve on this commission?*

The role of the Arts Commission is to enrich our community's cultural landscape by advocating for the arts, supporting local artists, and ensuring that arts education and opportunities are accessible to all residents. I see the commission as a bridge between the community and the arts, working to foster creativity, diversity, and inclusivity.

What would you like to accomplish as a commissioner?*

I would love to find ways to bring our diverse community together through the arts

What are the greatest opportunities facing the community in regards to this commission?*

To expand access to arts education for all resident. If we ensure that arts programs are accessible and inclusive, we can nurture creativity, promote cultural understanding, and empower individuals to express themselves.

Secondly, the commission has the opportunity to support and showcase the talents of local artists. To provide platforms for all artists (visual, performing, etc) that would help represent the cultural diversity in MH. To enhance public spaces through art and art installations. This will attract visitors and provide spaces for the community to gather.

If you are an incumbent seeking reappointment:**Are you next in line to serve as Chair or Vice-Chair?**

- ☐ Yes
☒ No

Are you currently serving on a committee

- ☐ Yes
☒ No

Are you assigned to a special project?

- ☐ Yes
☒ No

If you are assigned to a special project, please describe the project.

Please review the City Council Ethics Policy

[City Council Ethics Policy](#)

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Robyn Carrillo

Date*

4/1/2024

01:45 AM

Robyn Carrillo

[REDACTED] Morgan Hill, CA 95037
[REDACTED]

Arts Commission Selection Committee
Morgan Hill City Hall
17575 Peak Avenue
Morgan Hill, CA 95037

April 1, 2024

Dear Members of the Arts Commission Selection Committee,

I am writing to express my genuine enthusiasm for the prospect of serving as a member of the Arts Commission in Morgan Hill. The arts have been a constant presence throughout my life, shaping not only my personal journey but also igniting my passion for arts education.

My post-high school path took a non-traditional turn as I dove directly into the workforce. Yet, I soon found myself wanting to find ways to express myself creatively. This desire led me to photography. After immersing myself in photography classes and volunteering with the RainForest Action Network, I was presented with a remarkable opportunity: to document indigenous communities in the Amazon region of Roraima, Brazil. Upon returning to the States, I curated a collection of images that found a home in an exhibition held at The Puffin Room in New York City. It was during this time that I made the pivotal decision to pursue a degree in art history as I felt that I wanted to make art and art education part of my life.

The chance to serve on the Arts Commission resonates deeply with me. It would be an honor to bring my genuine love for the arts and my diverse life experiences to help make arts education more accessible to everyone, supporting our local artists, and helping our community thrive through creativity.

Respectfully,
Robyn Carrillo

Robyn Carrillo

Morgan Hill, CA 95037

Education

2000 - 2002

University of Santa Cruz, California - Art History and Visual Culture

Graduated with Honors

Work Experience

September 2023 - Present - Coldwell Banker, San Jose - Agent Affiliate

- Utilize expertise in customer service and negotiation to facilitate successful real estate transactions
- Advocate for first-time homebuyers who needed down payment assistance

2017 - 2019 - MHUSD and Gilroy Charter Prep - Credentialed Substitute Teacher

- Managed classroom dynamics effectively to ensure a conducive learning environment
- Demonstrated flexibility and adaptability in addressing diverse student needs

1996 - 2004 - Time Magazine - Marketing Assistant

- Supported marketing team in developing and executing marketing campaigns to promote Time Magazine publications
- Assisted in coordinating promotional events and activities to enhance brand visibility

1989 - 1994 - The Ritz-Carlton, San Francisco - Marketing Assistant, Concierge

- Provided exceptional customer service to hotel guests, assisting with inquiries, reservations, and special requests
- Assisted marketing and public relations team in various promotional activities and initiatives

Volunteer Experience

1999 - 2001 - Precita Eyes Murals, San Francisco - Tour Guide and Docent

- Provided guided tours of murals in the Precita Eyes Murals program, sharing insights into the cultural and historical significance, and artistic influences of the artwork with visitors

1999 - 2002 - Pan-American Unity Mural, City College of San Francisco - Docent

- Conducted tours of the Pan American Unity Mural, offering historical context and interpretation

1998 - 2000 - Diego Rivera Archive, City College of San Francisco - Archivist

- Organized and maintained archival materials related to Diego Rivera's work at City College of San Francisco

2007 - 2009 - APPS Preschool - Science Chair

- Planned and facilitated science activities and experiments for preschool students
- Created engaging and age-appropriate curriculum to foster curiosity and exploration in young learners

2012 - 2023 - Homeschool - Homeschool Parent and Co-op Teacher

- Designed and implemented curriculum for group Latin, Art History, Creative Arts, and English Grammar classes

Creative Works

2001

Emerging Local Artist Gallery, San Francisco

Solo Exhibit: Photographs from Grasslands

2002

The Puffin Room, New York, NY

Group Exhibit: Distant Voices, The Puffin Room NY

Awards

2003

Research Grant Recipient: Florence French Grant for Research in Mexico City

- Awarded grant to conduct in-depth research on Diego Rivera murals in Mexico City
- Investigated the literary influences and the idea of Pan-Americanism that shaped Rivera's work in the United States

Print

Commission Application - Submission #50259

Date Submitted: 3/22/2024

First Name

Jodi

Last Name

Austin

Address1

Address2

City

Morgan Hill

State

California

Zip

95037

Home Phone Number

Cell Phone Number

email address

Occupation

HR

Are you a registered voter?

yes

Please list any properties you own in Morgan Hill

Morgan Hill, Ca 95037

Do you have any relatives currently employed by the City of Morgan Hill?

No

If yes, please provide name

Commission Webpages

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- [Parks & Recreation](#)
- [Library, Culture, & Arts](#)

Please select the commission you are interested in serving on

Library, Culture, and Arts Commission

Please select the commission that would be your second choice. If you do not have a second choice, please move on to the next question.

Parks and Recreation Commission

Please upload a letter of interest or cover letter*

Resume-Austin, Jodi 2024.pdf

Please upload a resume*

Resume-Austin, Jodi 2024.pdf

Have you ever served on any other citizen advisory commission or committee? If yes, please list and briefly explain the purpose of each one.*

No

What skills and/or experience do you possess that would be important to your role as a commissioner?*

Strong communication skills, influencer, people related issues and HR skills on every level

What do you understand the role of the commission to be and why would you like to serve on this commission?*

Willing to learn any and all levels on the role of the commission

What would you like to accomplish as a commissioner?*

To be an advocate for the people/my customers! People first!

What are the greatest opportunities facing the community in regards to this commission?*

Listening to the people

If you are an incumbent seeking reappointment:**Are you next in line to serve as Chair or Vice-Chair?**

- ☐ Yes
☒ No

Are you currently serving on a committee

- ☐ Yes
☒ No

Are you assigned to a special project?

- ☐ Yes
☒ No

If you are assigned to a special project, please describe the project.

I have project management experience on several levels

Please review the City Council Ethics Policy[City Council Ethics Policy](#)

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Jodi Austin

Date*

3/22/2024

06:15 PM

JODI AUSTIN

Morgan Hill Ca. 95037

Mobile:

Email:

PROFILE

Senior Human Resources professional with experience in both start up and mid-size fast paced, high tech environments that include big data software, SaaS companies, manufacturing, and capital equipment organizations. Strong business professional with excellent communication and acumen, time management and organizational skills. Detail oriented, ability to multitask, results driven and dedicated to building strong relationships. Adept in directing all HR functions including employee relations, talent management, problem solving, recruitment, communication, compliance, training programs, policy design and change management. People first!

CAREER TRACK AND PERFORMANCE

Sureify

Human Resources Director

San Jose, CA

2021 - 2023

Responsible for leading and managing corporate HR processes and systems and leading and influencing all levels in the company as the HR partner. Works independently and collaboratively in developing creative talent strategies to meet changing needs with the goal to help build a high-performing, diverse and inclusive culture. Proactively partner with business leaders to identify and solve organizational matters to optimize productivity, the achievement of organizational goals, and employee engagement.

- Manage employment relations issues through highly ethical and value-based processes while identifying trends requiring changes in policies and/or practices.
- Maintains a strong understanding of the business to influence effectively.
- Work closely with executive leadership and business partners to define workforce and resourcing plans, and design and execute appropriate strategies.
- Collaborate with hiring managers and recruiting partners to manage the successful and cost-effective attraction and recruitment of new hires.
- Ensure consistent onboarding and integration with the team.
- Work closely and partner with business leaders to enable the development, and retention of a high performing team and culture while supporting Culture Team with engagement efforts and activities.
- Strong business acumen while maintaining a true business orientation and perspective indicative of an ability to provide strategic insight and analysis to business issues outside of the HR function and able to provide a solution perspective.
- Experience in multiple HR areas including, employee engagement, leadership development, training, workforce planning, succession planning, performance management, compensation planning, reward and recognition, benefits, and total rewards.

Clouldinary

Human Resources Director, People Success

Santa Clara, CA

2020 - 2021

North American HR Director responsible for Employee relations, Organizational development, and daily operations. Partnered and supported the Customer Success, Sales, Business Development and Marketing client groups.

- Proactive partner and collaborator across the global HR organization, sharing information and providing thought leadership and a solution-orientated direction to optimize the business value of the HR function.
- Drove the talent agenda and provided clear leadership on talent management, including assessing, hiring, developing, coaching and mentoring.
- Actively engaged with business leaders ensuring organizational effectiveness.
- Trusted advisor and strategic HR partner to employees and leaders at all levels.
- Nurtured strong Employee experience, engagement and sense of belonging.
- Provides change management counsel and support.
- Leads and participates in cross-functional project teams.
- Identifies and addresses critical organizational and people issues.
- Partnered with the leadership team in driving career progression plans and internal development within the client groups and the organization.
- Worked closely with leadership, managers and employees to improve work relationships, maintaining morale, increased productivity and retention.

Optimal Plus

Human Resources Business Partner

San Jose, CA

2016 - 2020

Global responsibility for Employee relations, Talent management, Recruitment, Training, Organizational development, and day to

day operations for the US and Asia Employees.

- Trusted HR partner on all levels across the organization
- Champion and Sponsor for Employee success program
- Partnered and supported the Finance team on various activities and special projects for the US.
- Managed annual performance review and compensation process.
- Collaborated with the global HR team in implementing Employee programs, talent management and strategic planning.
- Created and maintained a new Employee Recognition program and annual Employee survey.
- Traveled to various global regions to support employee activities and foster a team environment.
- Partnered with a Consulting firm in coaching senior leaders in developing and improving management styles.
- Regularly attended HR conferences to enhance professional development and knowledge sharing.

Alta Devices

Human Resources Business Partner

Sunnyvale, CA
2010 - 2016

Managed Talent and Performance management reviews within Operations and Engineering client groups. Provided advice and counsel to managers on performance matters, driving the reward and recognition process and identifying key talent among teams.

- Responsible for recruitment, immigration, hiring, compensation analysis, benefits coordination, learning and employee development.
- Administrator for all safety and employee training programs
- Participated in weekly staff meetings with respective business units.
- Key player in assisting the senior management team in company acquisition.
- Maintained online recruitment tools in ADP HRIS system.
- Provided day to day guidance to respective teams.
- Oversaw employee survey, conveyed results to management team with next steps and coalition teams to resolve issues and address employee concerns.
- Responsible for various Projects from concept to planning, to implementation.
- Provided coaching, communication, employee relations and problem-solving skills to client groups.

Human Resources Manager

Responsible for Employee Relations, Benefits Administration, Recruitment, Terminations, Trainings, Special Projects and day-to-day operations of the Human Resource department.

- Acting head of HR with three direct reports.
- Principal liaison between Senior Management and Employees.
- Responsible for employee onboarding, offboarding and annual open enrollment.
- Maintained the HRIS system, ADP reports, HR files and documentation.
- Performed cross-functional HR related projects as needed.
- Scheduled employee safety training, medical surveillance reporting and maintained training database.
- Responsible for the full recruitment cycle.
- Collaborated with legal to revise Employee Handbook to reflect recent labor regulations.
- Conducted annual salary survey and compensation analysis.
- Drafted an Alternative Workweek Disclosure Document for production line employees to meet CA Department of Industrial Relations guidelines.
- Prepared compliance, statutory reports and Affirmative Action reporting.

Adaptive Sound Technologies

Human Resources/HRBP

Campbell, CA
2007 - 2010

Start-up Company founded in January 2007. Responsible for all Human Resources, Operations, Financials and Customer Relations.

- Managed all daily operations.
- Handled all financials including online QuickBooks database.
- Responsible for advertising, sourcing, and recruitment for new employees.
- Handled all Benefit Administration, Negotiations and Company policies and procedures.
- Prepared Financial Reports and data for Management and Executive Board Meetings.
- Managed annual Open Enrollment.
- Responsible for all Consulting and Confidentiality Agreements.
- Managed and maintained all Employee and Vendor relations.

Responsible for: Benefit Administration, Flexible Spending Program, Annual Open Enrollment, Recruitment, Talent and Performance Management and Employee Relations.

- Sustained strong relationships among Managers and Peers creating a solid team environment
- Responsible for Employee team building events, activities and Service Awards program.
- Monitored and analyzed local market data surveys.
- Completed a thirty day HR compliance project to ensure that all associates were informed and up to date on the latest California laws.
- Managed annual Associate Satisfactory Survey and reported results to Corporate.
- Implemented an Employee Safety Program and a Hazardous Materials Business Plan to be compliant with California law.
- Responsible for Benefit enquiries and open enrollment to ensure a quick and courteous resolution.
- Executed and successfully completed a company Kaizen event that improved the Customer Service response time dramatically.

Learning Credentials:

BS, Business Management
University of Phoenix

Affiliations:

Member, Northern California Human Resources Association
Software programs: G Suite, MS Office, SharePoint, ADP, Jira

References available upon request.

Print

Commission Application - Submission #49944

Date Submitted: 3/5/2024

First Name

Chelsea

Last Name

Gonzales

Address1

Address2

City

Morgan Hill

State

CA

Zip

95037

Home Phone Number

Cell Phone Number

email address

Occupation

Inside Sales Rep

Are you a registered voter?

yes

Please list any properties you own in Morgan Hill

I grew up in Morgan Hill, my parents still live in my childhood home

Do you have any relatives currently employed by the City of Morgan Hill?

No

If yes, please provide name

Commission Webpages

Please visit the links for each commission's webpage for more info:

- [Planning Commission](#)
- [Parks & Recreation](#)
- [Library, Culture, & Arts](#)

Please select the commission you are interested in serving on

Planning Commission

Please select the commission that would be your second choice. If you do not have a second choice, please move on to the next question.

Library, Culture, and Arts Commission

Please upload a letter of interest or cover letter*

commission letter Morgan hill .docx

Please upload a resume*

Chelsea Gonzales Resume (002) 2023.docx

Have you ever served on any other citizen advisory commission or committee? If yes, please list and briefly explain the purpose of each one.*

No, I have not

What skills and/or experience do you possess that would be important to your role as a commissioner?*

I work in a construction based employment. and I am born and raised in Morgan Hill. I know this community.

What do you understand the role of the commission to be and why would you like to serve on this commission?*

I know nothing about the role of this commission although I do know I need to try to get involved in the town I love and admire to make sure we are doing what is best for Morgan Hill.

What would you like to accomplish as a commissioner?*

focusing on these goals of Preservation of Green space and historical and cultural conservation and infrastructure maintenance and upgrade., a commissioner can contribute to the well-being and resilience of the city with existing footprint. This approach acknowledges the importance of maintaining a balanced and sustainable community for current and future generations

What are the greatest opportunities facing the community in regards to this commission?*

growth, and transportation.

If you are an incumbent seeking reappointment:

Are you next in line to serve as Chair or Vice-Chair?

- ☐ Yes
☒ No

Are you currently serving on a committee

- ☐ Yes
☒ No

Are you assigned to a special project?

- ☐ Yes
☒ No

If you are assigned to a special project, please describe the project.

Please review the City Council Ethics Policy

[City Council Ethics Policy](#)

Please type name to sign. By my signature, I agree to comply with all government regulations, should I be appointed to serve on a City of Morgan Hill Commission or Committee and confirm that I have read the attached Ethics Policy and that I do subscribe to this Policy; that I will apply it to the specific responsibilities s which I may be assigned; and that I will practice the core values set forth in this Policy in my public service for the City of Morgan Hill. Additionally, I commit to attend and participate in all Commission and Committee meetings to which I am appointed, unless excused by the Chair.*

Chelsea Gonzales

Date*

3/5/2024

10:45 AM

Chelsea Gonzales [REDACTED] Morgan Hill CA, 95037 [REDACTED]
[REDACTED]

Dear City of Morgan Hill,

I am writing to express my genuine enthusiasm for the City Planning commission position at City of Morgan Hill as recently advertised. Born and raised in Morgan Hill, I have developed a deep connection and passion for the sustainable growth and development of our community. Although I do not possess a formal degree, my unique perspective, local knowledge, and strong commitment to the city's well-being make me a valuable candidate for this role.

Having spent my entire life in Morgan Hill I have witnessed its evolution and understand the challenges and opportunities that come with urban development. My intimate knowledge of the community, its history, and the needs of its residents give me a distinct advantage in contributing meaningfully to the planning process.

Throughout my experiences, I have honed skills that are directly applicable to the City Planning commission role, including:

1. **Community Insight:** Growing up in Morgan Hill, I have a deep understanding of its neighborhoods, diverse populations, and historical significance. This unique perspective enables me to consider the local context in planning decisions.
2. **Communication and Collaboration:** Engaging with community members and local businesses has been a natural part of my life. I have developed effective communication and collaboration skills that are crucial for building consensus and fostering positive relationships with stakeholders.
3. **Adaptability:** My experiences navigating the complexities of urban life in Morgan Hill have instilled in me a sense of adaptability and resilience. I am well-equipped to handle the dynamic nature of city planning and find creative solutions to challenges.

While I may not hold a formal degree in urban planning, my passion for our city's growth, coupled with my hands-on experience and commitment to community well-being, positions me as a dedicated and invested candidate for this role. I am eager to bring my local knowledge and enthusiasm for sustainable development to the City Planning Department.

I would be honored to discuss in more detail how my unique background and skills align with the goals of Morgan Hill City Planning commission Department. Thank you for considering my application. I am excited about the opportunity to contribute to the continued success and vibrancy of Morgan Hill

Sincerely,

Chelsea Gonzales

Sincerely,



Chelsea Gonzales

██████████ Morgan Hill, CA 95037

Objective

Experienced professional looking to join a collaborative and dynamic team to grow with. I have 10+ years of experience in administration, inside sales, purchasing, coordinating, and accounting. I am highly motivated, resourceful and a collaborative team player. I have extensive experience in customer care and management. I have proven to be an asset to all organizations and would like to prove myself to your team.

Experience

INSIDE SALES REPRESENTATIVE, REDWOOD EMPIRE MORGAN HILL CA, 2020-PRESENT

Responsible for 25+ existing customer-base for lumber yard sales, ensuring paperwork is properly completed including price quoting, purchasing, product support and invoicing. Coordinator for truck scheduling and arranging logistics for shipping products on-time to customers. Providing high level of excellent customer service to ensure all orders are processed accurately. I work in a dynamic work environment, multi-tasking, prioritizing with time management top of mind.

BARBER, BELLARMINE BARBER, SAN JOSE CA, 2016- 2019

Established in 1953, my family has owned and operated in the same San Jose location adjacent to Bellarmine Preparatory School. Noted by several articles in the Mercury News. Licensed Barber managed clients, accounts services and operations. Current with relevant on-trend styles and customer requests.

OFFICE ADMINISTRATOR, SILVA'S HAY & GRAIN, SAN MARTIN, CA — 2014 -2016

Fully managed company-wide weekly payroll processes for 10 hourly employees. Liaison between board members and senior management. Identified and communicated priority of issues requiring immediate attention to resolve. Manage accounts payable and expenses reports. including account reconciliation, cash receipts, charges, invoicing, purchase order and inventory verification, and deposits. Responsible for daily operations, purchasing for new departments which generated lucrative growth, and increased customer base.

QUALITY TECH / COORDINATOR, GENMARK AUTOMATION, MILPITAS, CA — 2003-2009

Managed company work instruction and procedures (ISO 9001 - 1994) and ROHAS Compliance. Responsible for documenting processes and procedures for all departments; including internal audits. Analyzed robots malfunction and documented repair services to be rendered. Liaison for customers; issue order for repairs, upgrades, replacement, clearance certificates, authorization forms, shipping memos and quotes. Process credit memos and warranties.

VIDEO COORDINATOR, AMD ADVANCED MICRO DEVICES, SUNNYVALE, CA — 1998-1999

Customer service coordinator. Configured all video conferencing for the CEO, multiple country administration and training of Kodak and PBX operations. Update the Unix database. Maintain and configured Kodak.

LINE LEAD, IBM, SAN JOSE, CA — 1997-1998

Input data of manufacturing operations. Report statistics to achieve production operations numbers and future goals. Trained new employees and delegated structural importance of where they would best achieve manufacturing goals. Oversee quality control in the manufacturing line.

Skills

- Advanced computer skills including high knowledge of Microsoft Office (i.e., Word, Excel, & Power Point)
- Strong interpersonal skills, active listening, empathetic and managing conflict along with good teamwork
- Proficient and detail oriented in data entry text based and numerical information
- Motivated self-starter, adept at problem solving and analyzing information
- Ability to meet and exceed established deadlines, prioritizing and multi-tasking with minimal supervision

Education

Morgan Hill, CA Live Oak High School Diploma

West Valley Community College Associates in Behavioral Science 2000 – 2004

Print

Commission Application - Submission #50376

Date Submitted: 3/31/2024

First Name

Poonam

Last Name

Chabra

Address1

Address2

City

Morgan Hill

State

California

Zip

95037

Home Phone Number

Cell Phone Number

email address

Occupation

Event Project Manager

Are you a registered voter?

yes

Please list any properties you own in Morgan Hill

Morgan Hill, CA 95037

Do you have any relatives currently employed by the City of Morgan Hill?

No

If yes, please provide name

Commission Webpages

Please visit the links for each commission's webpage for more info:

- [Planning Commission](#)
- [Parks & Recreation](#)
- [Library, Culture, & Arts](#)

Please select the commission you are interested in serving on

Parks and Recreation Commission

Please select the commission that would be your second choice. If you do not have a second choice, please move on to the next question.

Library, Culture, and Arts Commission

Please upload a letter of interest or cover letter*

Poonam Chabra Cover letter.docx

Please upload a resume*

Poonam Chabra Resume 2024.docx.pdf

Have you ever served on any other citizen advisory commission or committee? If yes, please list and briefly explain the purpose of each one.*

Yes, as Library, Culture and Arts Commission for the City of Morgan Hill since 2018.

- Participated with other groups to support community outreach and support arts and culture in the community (Poppy Jasper Film Festival, Morgan Hill Diwali festival, Morgan Hill Art School, various cultural groups in Morgan Hill to support International Celebration and Art ala Carte festival)
- Supported arts programming and culture with the new Magical Bridge Playground
- Social media for promoting the LCAC initiatives
- Supported Library's Youth Art contests
- Spearhead the International Celebration and the Art ala Carte event for 2 consecutive years
- Partnered with local artists for the youth art shows at the LCAC events
- Work with Commissioners in exploring Public art installations

What skills and/or experience do you possess that would be important to your role as a commissioner?*

As an Event Marketing professional and a Tradeshow specialist, I have a vast experience with small and large scale indoor and outdoor, in-person as well as virtual events. I have used this experience to successfully coordinate the cultural portion of the Friday Night Music series (serving as a Executive board member for large events of the Chamber), Chair the LCAC's International Celebration and Art ala Carte events. I also have a strong experience with leading youth, volunteers & senior programs for a humanitarian initiative (Circle of Giving) that I founded and can leverage this experience for the Magical Bridge Playground volunteer and ambassador efforts as well as work with the Parks and Recreation Commissioners for their Health and wellness community resource fair. I also have experience with writing grants and can advise and support with evaluating grant opportunities.

What do you understand the role of the commission to be and why would you like to serve on this commission?*

The City's Commissioner's role is primarily to act in an advisory capacity to the City Council, to serve as a liaison for community feedback as well as assist the City Council in supporting the arts, culture and learning for the LCAC. I also understand that the Parks and Recreation Commission also acts in an advisory capacity to the City Council in all matters pertaining to parks, recreation, playgrounds and the community wellness fair.

What would you like to accomplish as a commissioner?*

-Develop and implement strategic plans by working closely with the City Commissioners, Public Services Director, Library staff and Recreation Managers
 -Liaise with various stakeholders within the community to execute project plans in the Commissions workplans for the fiscal year

What are the greatest opportunities facing the community in regards to this commission?*

Community engagement has become pivotal for a inclusive, diverse and a equitable community as well as local government to promote sustainable decisions. The scope of work for the LCAC Commissioners as well as the Parks & Recreation Commission advocate community engagement by implementing public projects that primarily benefit our communities and drive social change.

If you are an incumbent seeking reappointment:**Are you next in line to serve as Chair or Vice-Chair?**

- ☐ Yes
☒ No

Are you currently serving on a committee

- ☒ Yes
☐ No

Are you assigned to a special project?

- ☒ Yes
☐ No

If you are assigned to a special project, please describe the project.

LCAC International Celebration

Please review the City Council Ethics Policy

[City Council Ethics Policy](#)

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Poonam Chabra

Date*

3/31/2024

06:45 PM

Dear Honorable Mayor and Morgan Hill City Council,

I am hereby applying to the Parks & Recreation Commission open position as I have a strong experience with running Youth and Senior programs, as well as outdoor activities for the overall community.

My second preference would be to be reappointed to the Morgan Hill Library, Cultural and Arts Commission (LCAC). Although I have just completed 2 successful terms (where my responsibilities included supporting community outreach, spearheading the International Celebration and the Art Ala Carte events, sponsorships for the utility box project, Library outreach and also supporting our historical resources), there is much more work to be done in these and other areas.

I feel that I still have more to contribute to the greater Morgan Hill Community.

I humbly thank you for your consideration.

Poonam Chabra

Have you ever served on any other citizen advisory commission or committee? If yes, please list and briefly explain the purpose of each one.*

Yes, as Library, Culture and Arts Commission for the City of Morgan Hill since 2018.

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What would you like to accomplish as a commissioner?*

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- Liaise with various stakeholders within the community to execute project plans in the Commissions workplans for the fiscal year

What are the greatest opportunities facing the community in regards to this commission

Community engagement has become pivotal for a inclusive, diverse and a equitable community as well as local government to promote sustainable decisions. The scope of work for the LCAC Commissioners as well as the Parks & Recreation Commission advocate community engagement by implementing public projects that primarily benefit our communities and drive social change.

Poonam Chabra

Technical Skills:

Zoom, Marketo, Salesforce, EventX, Smartsheet, G Suite, Office365

Intuit **San Jose, CA** **7/2022 –present**
Tradeshow Specialist (Contract)

- Coordinate, organize and manage Intuit’s brands at external trade shows by defining outstanding needs with the Brand and Story Telling team (BSX) for Design, Collateral & Swag
- Serve as BSX’s single point of contact and traveled to 5 trade shows to manage booth logistics including budget, ordering show services, booth properties, shipping of swag and collateral, installation and dismantling.
- Collaborate with various business units, sponsors and show management to ensure smooth booth traffic, scan leads, giveaways, T Shirt distribution and booth duty schedules
- Manage the sponsor portal for exhibit related needs and sponsorship deliverables & deadlines for all trade shows
- Review and report on trade show and marketing metrics such as traffic to booth, and leads generated to determine success of trade show.
- Work with marketing managers to create and execute pre-, during, and post-show advertising including booth loops, banner ads, sponsorships, email blasts, and social media
- Develop and execute against project plans and provide updates to the planning team, business units and stakeholders
- Coordinate event production and writing speaker scripts
- Experience with writing event communications, review communication materials and protocols to boost audience engagement with surveys and post event analysis

Samsung Semiconductor **San Jose, CA** **8/2019 –3/2020**
Program Manager (Contract)

- End-to-end webinar management – Strategic consultation and review of success metrics
- Registration and Survey Management, Technical set-up and moderate live events
- Plan and execute Samsung Forum external and internal speaker events –speaker communication, pipeline management, logistics coordination
- Analyze, evaluate, and overcome program risks, and produce program reports for management and stakeholders
- Manage Annual University Competition - Marketing, Submission Management,
- Provide support to CTO organization - Manage Technical Sharing Meetings, Write and curate weekly newsletters

Google - (Contract) **Redwood City, CA** **2/2019– 8/2019**
Program Manager/Project Management

- Responsible for delivering highly curated events to customers and client teams
- Oversee multiple project teams, work orders and master schedule - ensuring program goals are reached

- | | | |
|--|------------------------|-------------------------|
| ServiceNow | Santa Clara, CA | 4/2018 – 10/2018 |
| Conference Planner (Contractor) | | |

- | | | |
|--|-------------|------------------|
| RingCentral, Inc. | Belmont, CA | 12/2015 – 8/2017 |
| Event Marketing Coordinator (Contractor) | | |

- Former Events Manager, Poppy Jasper International Film Festival** -Gala Event Manager & Global event producer

MS, Chemistry, Bangalore University, Bangalore, India, 1992

Print

Commission Application - Submission #50474

Date Submitted: 4/5/2024

First Name

Saied

Last Name

Zargar

Address1

Address2

City

Morgan Hill

State

CA

Zip

95037

Home Phone Number

Cell Phone Number

email address

Occupation

Sales Engineer

Are you a registered voter?

yes

Please list any properties you own in Morgan Hill

Morgan Hill 95037

Do you have any relatives currently employed by the City of Morgan Hill?

No

If yes, please provide name

Commission Webpages

Please visit the links for each commission's webpage for more info:

- [Planning Commission](#)
- [Parks & Recreation](#)
- [Library, Culture, & Arts](#)

Please select the commission you are interested in serving on

Parks and Recreation Commission

Please select the commission that would be your second choice. If you do not have a second choice, please move on to the next question.

Library, Culture, and Arts Commission

Please upload a letter of interest or cover letter*

Saied Zargar CV - Parks and Rec.pdf

Please upload a resume*

Saied Zargar Resume.pdf

Have you ever served on any other citizen advisory commission or committee? If yes, please list and briefly explain the purpose of each one.*

No

What skills and/or experience do you possess that would be important to your role as a commissioner?*

From my time in industry working for world class technology companies, and years of volunteer experience working with adults and children accross communities, I have developed a wide range of skills that would be crucial to the role in the Parks and Rec Commision. Some of these skills include program development and management, budgeting, facility maintenance, conflict resolution (listening to voice of the public), inclusivity strategies, relationship building, marketing and promotion.

What do you understand the role of the commission to be and why would you like to serve on this commission?*

The role of the Parks and Recreation Commission is multifaceted and vital to our community. As a commissioner, I would contribute in the following aspects:

Policy Formulation and Guidance:

The commission establishes general policies that guide the administration, protection, and development of our local parks.

These policies ensure that parks remain accessible, well-managed, and enjoyable for all residents.

Conservation and Stewardship:

We will advocate for the preservation of existing parks, open spaces, and natural habitats.

Promoting sustainable practices will protect our environment for future generations.

Equity and Inclusion:

Addressing disparities in park access is crucial. We will work to ensure that everyone, regardless of background or abilities, can enjoy these spaces.

Equitable distribution of resources and facilities across neighborhoods is a priority.

Community Engagement:

Collaborate with local organizations, businesses, and volunteers to enhance park experiences.

Hosting events and workshops will engage residents and foster a sense of community.

Innovation and Sustainability:

We will explore innovative approaches to park management, such as green technologies and eco-friendly practices. We will advocate for funding and grants to support sustainable projects.

I would be honored to serve on this commission because of my:

Passion for Parks: Avid mountain biker, hiker, and visitor of playgrounds with my 3 children.

Impact: My dedication and work will directly impact the quality of life for residents and visitors.

Advocacy: As a commissioner, I will advocate for positive change and create lasting legacies.

What would you like to accomplish as a commissioner?*

As a commissioner of the Parks and Recreation team, I would take seriously the opportunity to make a significant impact on the management, development, and accessibility of our precious natural spaces. Here are some goals I hope to achieve:

1. Conservation and Preservation:

Advocate for the preservation of existing parks, open spaces, and natural habitats.

Work towards sustainable practices that protect flora, fauna, and ecosystems.

Promote responsible use of resources to ensure their availability for future generations.

2. Enhanced Public Access and Enjoyment:

Strive to make parks accessible to all members of the community, regardless of age, ability, or background.

Support initiatives that enhance recreational opportunities, such as trails, picnic areas, and educational programs.

Foster a sense of community by organizing events and activities within parks.

3. Equity and Inclusion:

Address disparities in park access and usage among different demographics.

Advocate for equitable distribution of resources and facilities across neighborhoods.

Ensure that underserved communities have equal opportunities to enjoy outdoor spaces.

4. Collaboration and Partnerships:

Forge partnerships with local organizations, businesses, and volunteers.

Collaborate with other government agencies, nonprofits, and community groups to maximize impact.

Leverage collective efforts to improve park infrastructure and services.

5. Environmental Education and Awareness:

Promote educational programs that teach visitors about the environment, wildlife, and conservation.

Raise awareness about the importance of parks and green spaces for physical and mental well-being.

Encourage responsible behavior to minimize the ecological footprint.

Champion initiatives that address climate change and resilience.

6. Innovation and Sustainability:

Explore innovative approaches to park management, such as green technologies and eco-friendly practices.

Advocate for funding and grants to support sustainable projects.

What are the greatest opportunities facing the community in regards to this commission?*

The greatest opportunities facing the community in relation to Parks and Recs commission include:

Equitable Access and Inclusion:

Ensuring that all community members, regardless of their background or abilities, have equal access to parks and recreational facilities.

Fostering an environment where everyone feels welcome and can enjoy outdoor spaces.

Environmental Stewardship:

Promoting conservation and sustainable practices within parks.

Encouraging community involvement in habitat restoration, tree planting, and wildlife protection.

Health and Well-Being:

Recognizing parks as essential for physical and mental health.

Creating programs that encourage active lifestyles, exercise, and stress reduction.

Community Engagement:

Collaborating with local organizations to enhance park experiences.

Hosting events, workshops, and educational sessions to engage residents.

Innovation and Technology:

Exploring smart park solutions, such as interactive maps, mobile apps, and virtual tours.

Leveraging technology for efficient park management and visitor engagement.

Climate Resilience:

Addressing the impact of climate change on parks and open spaces.

Implementing strategies to enhance park resilience and adaptability.

If you are an incumbent seeking reappointment:**Are you next in line to serve as Chair or Vice-Chair?**

☐ Yes

☒ No

Are you currently serving on a committee

☐ Yes

☒ No

Are you assigned to a special project?

☐ Yes

☒ No

If you are assigned to a special project, please describe the project.

Please review the City Council Ethics Policy

[City Council Ethics Policy](#)

Please type name to sign. By my signature, I agree to comply with all government regulations, should I be appointed to serve on a City of Morgan Hill Commission or Committee and confirm that I have read the attached Ethics Policy and that I do subscribe to this Policy; that I will apply it to the specific responsibilities s which I may be assigned; and that I will practice the core values set forth in this Policy in my public service for the City of Morgan Hill. Additionally, I commit to attend and participate in all Commission and Committee meetings to which I am appointed, unless excused by the Chair.*

Saied Zargar

Date*

4/5/2024

12:15 PM

Dear Members of the Morgan Hill Parks and Recreation Commission,

I am writing to express my interest in serving on the Morgan Hill Parks and Recreation Commission. As a recent resident of Morgan Hill, I have developed a deep appreciation for our local parks and the role they play in fostering community spirit and promoting outdoor activities.

As an avid mountain biker and hiker, I have had the opportunity to explore many of our local parks. The diverse trails and natural beauty they offer have not only provided me with a platform for my outdoor pursuits but also allowed me to understand the value these parks bring to our community. They serve as a haven for residents like me who enjoy the outdoors and provide a space for us to connect with nature and stay active.

My three children are also frequent visitors to the local parks, particularly the playgrounds. Observing their joy and the sense of community among the families at these parks has further fueled my desire to contribute to the preservation and enhancement of these spaces. We live near Paradise Park, a true jewel of our neighborhood, and its value to our daily lives is immeasurable.

I believe that my personal connection to and passion for our local parks, coupled with my understanding of the needs of diverse park users, equip me well to serve on the Parks and Recreation Commission. I am committed to ensuring that our parks continue to be safe, inclusive, and enjoyable spaces for all residents of Morgan Hill.

Moreover, I am eager to give back to the community that my family and I have grown to love. I am motivated by a strong desire to add value to our community and contribute to making Morgan Hill an even better place to live. I believe that serving on the Parks and Recreation Commission would be an excellent opportunity to make a meaningful contribution.

In conclusion, I am excited about the possibility of serving on the Morgan Hill Parks and Recreation Commission. I am confident that my passion for outdoor activities, my firsthand experience as a park user, and my strong desire to contribute to our community make me a strong candidate for this position. I look forward to the possibility of working with you to enhance the beauty, accessibility, and community value of our local parks.

Thank you for considering my application.

Sincerely,

Saied Zargar

Saied Zargar

Highly focused, results driven, innovative sales leader with 17 years of combined industry experience in sales and marketing, and applications engineering. Reputation of being dependable and highly adept at building strong rapport with team members and customers. Possesses understanding of supply chain, OEM/ODM models, long term revenue and market share growth strategies. Have consistently demonstrated the ability to master new technologies and products, sales philosophies, and market segments.

Core Competencies

- ✓ **Strong verbal and written communication skills**
- ✓ **Account management and growth strategies**
- ✓ **Adaptability and ability to work under pressure**
- ✓ **Prioritization, organization, and sales leadership skills**

PROFESSIONAL EXPERIENCE

Market Development Manager

Nov 2019 - Present

Samtec, Santa Clara, CA

- Manage a territory consisting of over 500 customers covering a wide range of end applications selling Samtec's entire product offering: including high data rate cable 112G PAM4 and beyond, mid board optical engines, high-performance connectivity, etc.
- Developed core customer list of 20 focus accounts which have been qualified for present and future growth.
- Doubled my territories revenue in 3 years and forecasted to triple with 2023s projected growth alone.
- Well versed and skilled in sales tactics and tailored strategies for each account, designed and intended to nurture long term relationship building and customer dependency.
- Emphasis on Sudden Service – in a post pandemic world this sales philosophy and work style has leveraged my business and confidence from customers, both external and internal to Samtec.
- Cultivated relationships with GSM, engineering, and executive level management, along with collaboration on back end with CMs in Asia and extended Samtec sales support overseas.

Sr. Account Manager – Datacenter

Oct 2016 – Nov 2019

Molex, Fremont, CA

- First member of newly developed Hyperscale Datacenter Sales team - customers included Facebook, Oracle, LinkedIn, Salesforce, Uber, Inspur, SuperMicro while also tasked with cultivating new business opportunities with Rack Integrators such as Hyve, Wiwynn, and Quanta.
- Increased overall revenue from my customer account base from relatively \$0 to \$10M in 3 years.
- Primary advocate for OCP within Molex and facilitated the need to join and contribute to OCP community.
- Major wins with Copper DACs, Optical transceivers, Fiber Optics shuffles, MTP Jumper cables, and bus bar architecture for racks.
- Instrumental in development process of data cable solution for Open19 Rack architecture spec (LinkedIn). Evangelized the tech with global hyperscale customer to further develop and modify per specific use cases.
- Demonstrated ability to master new technology associated with Datacenter: Spine/Leaf architecture, DCI, Active Optics, transport boxes, power distribution, long haul optical connectivity across campus/city, etc.

Distribution Market Manager

Feb 2014- Oct 2016

TE Connectivity, Menlo Park, CA

- Drove market share and revenue growth for Bay Area market thru management of local distribution partners.
- Account Manager of focus customers which drove significant revenues by executing specific sales strategies.
- Qualified and supported rest-of-market customers by collaborating with distribution sales and management teams.
- Provided technology and sales trainings to distribution sales team while acting as liaison to various business units.

Senior Account Manager**Sept 2012- June 2013**STMicroelectronics, Santa Clara, CA

- ☐ Built foundation of trust and credibility within a rapidly evolving start-up customer base to secure and ensure long term partnerships. Established STMicro as lead semi supplier amongst several customers including Fitbit.
- ☐ Effectively serviced customers by collaborating with product marketing, applications engineering, planning, inside sales/pricing, logistics and distribution partners.

Google Account Manager**Mar 2011- July 2012**Texas Instruments, Sunnyvale, CA

- ☐ Orchestrated and executed sales strategies for three core business units of Google: Datacenter Servers, Chromebook, and Android OS.
- ☐ Collaborated with local and Asian sales/operations teams to position end-to-end solutions.
- ☐ Coordinated with Taiwan and China based ODMs/CMs to ensure designed-in sockets converted to mass production.
- ☐ Exceeded sales goals by consistently showing QoQ revenue growth – 2012 revenue reached 400% over 2011.
- ☐ Cultivated relationships with key engineers and upper level executives to ensure multi-generation design win success.

Field Applications Engineer – Power**Sept 2008- Mar 2011**Texas Instruments, Philadelphia, PA

- ☐ Designed, developed, and tested switch mode power supplies based on system requirements and constraints.
- ☐ Troubleshooted and solved various problems associated with schematic design, and IC functionality.
- ☐ Leveraged key design wins to build trust and dependency with customers for long term revenue growth.
- ☐ Conducted monthly training sessions on various technologies to TI and distribution sales teams.

Applications Engineering Rotational Program**Aug 2006-Sept 2008**Texas Instruments, Dallas, TX

- ☐ Successfully completed engineering rotations of various business units: Hot Swap and PoE, Power Supply Design Services, and Power Supply Control (focused on power factor correction and AC/DC converters).
- ☐ Created design software and calculators in MathCAD and Excel. Design/development/testing of evaluation modules (boards), creation of custom power supply designs per spec, and assisted in solving engineering problems.

Education☐ **B.S. Electrical Engineering****Graduated June 2006**

- ☐ California Polytechnic State University, San Luis Obispo

Print

Commission Application - Submission #50396

Date Submitted: 4/1/2024

First Name

Tanaya

Last Name

Rose

Address1

Address2

City

Morgan Hill

State

CA

Zip

95037

Home Phone Number

Cell Phone Number

email address

Occupation

Law Enforcement

Are you a registered voter?

yes

Please list any properties you own in Morgan Hill

Do you have any relatives currently employed by the City of Morgan Hill?

No

If yes, please provide name

Commission Webpages

Please visit the links for each commission's webpage for more info:

- [Planning Commission](#)
- [Parks & Recreation](#)
- [Library, Culture, & Arts](#)

Please select the commission you are interested in serving on

Parks and Recreation Commission

Please select the commission that would be your second choice. If you do not have a second choice, please move on to the next question.

Library, Culture, and Arts Commission

Please upload a letter of interest or cover letter*

Cover Letter, MH.docx

Please upload a resume*

Resume, MH.docx

Have you ever served on any other citizen advisory commission or committee? If yes, please list and briefly explain the purpose of each one.*

No, this is my first commission application.

What skills and/or experience do you possess that would be important to your role as a commissioner?*

I have been a Magical Bridge playground volunteer for almost two years. During this time, I have worked closely with Recreation Coordinator Chiquy Mejia. She helped me develop a greater understanding of how our city parks and recreation programs are managed and their importance to our community. I have also had the opportunity to work with, and learn from, Public Services Director Chris Ghione, Recreation Manager Jennie Tucker, and Maintenance Coordinator Keri Russell, both as a park volunteer and as a member of Leadership Morgan Hill. These positive experiences led me to apply to become a member of the Parks and Recreation Commission. I want to continue to serve my community and expand my volunteer work with our parks.

What do you understand the role of the commission to be and why would you like to serve on this commission?*

The Parks and Recreation Commission allows members of our community the opportunity to be part of the decision-making process of our City Council, as it relates to our parks, recreation programs, and facilities. The commission is comprised of volunteers who serve their community through their engagement and leadership. I want to serve on the commission to help our city as we grow and expand, and to provide accurate information to my neighbors when they have questions about city programs and budgets. We raised our son in Morgan Hill and enjoyed the benefits of our beautiful parks, library, public art, and recreation facilities. I want to help keep Morgan Hill a vibrant and inviting community for the next generation.

What would you like to accomplish as a commissioner?*

The Magical Bridge playground is an inclusive playground, whose design and structures allow all ages and all abilities to enjoy the park together. I knew how important this park would be for my friends, and our community, and was part of a group promoting and fundraising for the park years before it opened. As a park volunteer, I see the positive impact this park has had on our families and youth, and I know the park would not have been built without the dedication of our Parks and Recreation staff members, Parks and Recreation Commission, and the advocacy of our City Council. As a commissioner, I want to be part of our city's commitment to inclusivity and access, and will help support future innovative proposals that improve the lives of our residents.

What are the greatest opportunities facing the community in regards to this commission?*

The City of Morgan Hill manages a large number of recreation programs, parks, and services that offer tremendous benefits to our community. I have lived in Morgan Hill for 21 years and have seen the building of the Library, Centennial Recreation Center, Aquatics Center, and the Outdoor Sports Fields, as well as the improvements at the Community and Cultural Center. These projects were thoughtfully designed to benefit our community, and to be fiscally sound. Decades of responsible planning and stewardship have created opportunities for our residents, and our community continues to grow because families want to move here. As we enter a period of fiscal uncertainty, maintaining these facilities and our programs will be important to our residents. The Parks and Recreation Commission provides an opportunity for our residents to speak on their concerns and offer their suggestions. Commissioners will help listen to our residents, educate our neighbors, and will work with our City Council to help get us through leaner years.

If you are an incumbent seeking reappointment:**Are you next in line to serve as Chair or Vice-Chair?**

- ☐ Yes
☒ No

Are you currently serving on a committee

- ☐ Yes
☒ No

Are you assigned to a special project?

- ☐ Yes
☒ No

If you are assigned to a special project, please describe the project.

N/A

Please review the City Council Ethics Policy

[City Council Ethics Policy](#)

Please type name to sign. By my signature, I agree to comply with all government regulations, should I be appointed to serve on a City of Morgan Hill Commission or Committee and confirm that I have read the attached Ethics Policy and that I do subscribe to this Policy; that I will apply it to the specific responsibilities s which I may be assigned; and that I will practice the core values set forth in this Policy in my public service for the City of Morgan Hill. Additionally, I commit to attend and participate in all Commission and Committee meetings to which I am appointed, unless excused by the Chair.*

Tanaya Rose

Date*

4/1/2024

04:30 PM

Tanaya Rose

Morgan Hill, CA 95037

April 1, 2024

City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

To whom it may concern,

I am seeking an appointment to the City of Morgan Hill Parks and Recreation Commission. I have lived in Morgan Hill for 21 years and our son is a graduate of Ann Sobrato High School. I have been a city volunteer for almost two years at the Magical Bridge playground and my son was a member of the Youth Action Council in 2022/2023. During these past two years, I have seen countless city employees and volunteers demonstrate their devotion and love to our community. Their dedication and tireless work ethic have been an inspiration, and pushed me to become more involved in our town. I joined Leadership Morgan Hill's Class of 2024 and have been working directly with the Parks and Recreation Administration and the Maintenance Department on our class project. I want to continue to volunteer and serve my community as a member of the Parks and Recreation Commission over the next four years, and beyond.

If a position on the Parks and Recreation Commission is unavailable, I ask you to please consider me for appointment to the Library, Culture and Arts Commission. I am an avid reader and know the profound impact public libraries have on our youth and community. I also believe public art projects are essential to improving quality of life, as these projects bring communities together, help demonstrate our values, and bring color and joy to our surroundings.

I hope you will find my application and resume worthy of consideration and I look forward to answering your questions.

Thank you,

Tanaya Rose

Tanaya Rose

Morgan Hill, CA 95037

Objective

To serve the Morgan Hill community as a member of the Parks and Recreation Commission.

City of Morgan Hill Involvement

Magical Bridge Playground, Volunteer

June 2022-Present

I clean and take care of the park on Saturday mornings, during special events, and whenever needed. I was recognized by the Parks and Recreation Commission for my volunteer work during a July 2023 commission meeting.

Leadership Morgan Hill, Class of 2024, Member

January 2024 – Present

I have been learning how our city runs and maintains services, from water service to schools to budgets. I am the execution team lead for our class project, which will add shade trees and picnic benches to the Community and Cultural Center.

Work Experience

Santa Clara County District Attorney's Office, Bureau of Investigation

December 2012 – Present

Lieutenant, REACT Task Force

July 2021 – Present

I currently lead the Regional Enforcement Allied Computer Team (REACT) task force which investigates high technology crimes, including SIM swaps, cryptocurrency scams, computer intrusion, and complex computer crime cases.

Lieutenant, Economic Crimes Group

September 2017 – July 2021

Led the real estate fraud, major fraud, elder fraud, consumer fraud, and environmental crimes units.

Liaison, Equal Opportunity Department

November 2018 – July 2021

Investigated formal and informal complaints related to discrimination, harassment, and retaliation.

Peer Support Team

December 2018 – December 2021

Provided confidential counseling sessions, organized wellness trainings, and taught new member classes.

Investigator/Team Leader, Real Estate Fraud Unit

December 2012 – September 2017

Managed personnel issues for investigators and staff. Investigated over 100 complex real estate fraud, major fraud, consumer fraud, and elder fraud cases.

San Jose Police Department

July 2002 – December 2012

Investigator, Internal Affairs Unit

March 2012 – December 2012

Investigated conduct and policy complaints. Critically evaluated statements, reviewed applicable policies, and gathered evidence to arrive at an appropriate case disposition.

Field Training Officer, Patrol

March 2009 – March 2010

Taught new police officers the proper way to investigate criminal cases, how to write detailed and accurate police reports, and how to properly collect and preserve evidence.

Investigator, Sexual Assault Investigations Unit

March 2007 – March 2009

Investigated over 200 complex sexual assault cases and prepared detailed and accurate investigative reports.

Investigator, Background Investigations Unit

January 2005 – June 2005; January 2007 – May 2007

Conducted background investigations for dozens of candidates for positions as police officers and civilian employees to determine their suitability for employment.

Instructor Experience

Procedural Justice & Police Legitimacy

2017 – 2023

This course focused on reducing implicit bias, cynicism, and stress in officers. The training emphasized procedural justice and the need for officers to listen, be neutral, be respectful, and be trustworthy to everyone they encounter.

Biased Based Policing

2014 – 2023

This course helped officers learn how to avoid making decisions based on implicit biases and the biases of others.

Education

FBI National Academy

Session 281, January 2022 – March 2022

10-week executive leadership academy in Quantico, Virginia.

University of Virginia

January 2022 – March 2022

Graduate Certificate, Criminal Justice Education

San Diego State University

August 2018 – December 2019

Master of Public Administration

California State University, Sacramento

August 1997 – August 1998

Master of Science, Criminal Justice

August 1994 – August 1997

Bachelor of Science, Criminal Justice

Print

Commission Application - Submission #50345

Date Submitted: 3/29/2024

First Name

Christine

Last Name

Burrington

Address1

Address2

City

Morgan Hill

State

CA

Zip

95037

Home Phone Number

Cell Phone Number

email address

Occupation

Underwriting Manager & Licensed Insurance Agent

Are you a registered voter?

yes

Please list any properties you own in Morgan Hill

Morgan Hill, CA 95037

Do you have any relatives currently employed by the City of Morgan Hill?

No

If yes, please provide name

Commission Webpages

Please visit the links for each commission's webpage for more info:

- [Planning Commission](#)
- [Parks & Recreation](#)
- [Library, Culture, & Arts](#)

Please select the commission you are interested in serving on

Parks and Recreation Commission

Please select the commission that would be your second choice. If you do not have a second choice, please move on to the next question.

Library, Culture, and Arts Commission

Please upload a letter of interest or cover letter*

Christine Burrington.docx

Please upload a resume*

Christine Burrington Resume.2.pdf

Have you ever served on any other citizen advisory commission or committee? If yes, please list and briefly explain the purpose of each one.*

No. I have served on multiple company committee's and am an active attendant of our Board Meeting.

What skills and/or experience do you possess that would be important to your role as a commissioner?*

Collaboration, teamwork focus, and the ability to listen as well as speak. Listening to the public in a fair and objective matter, without having a bias or personal objective would be critical in this role, and I am able to do this. I have been in Senior Management in the insurance industry for a long while, and in addition have an active Agent license in the insurance industry. Ethics is extremely important to me in conducting business. I am also a 25 year resident of Morgan Hill, and have really enjoyed seeing the city expand all of its services. I am also a member of the recreation center, and very interested in physical health and well being, which inspired me to apply for this seat.

What do you understand the role of the commission to be and why would you like to serve on this commission?*

A commissioner is a county representative responsible for long and short term planning for the commission selected. Parks and Recreation I assume would involve our parks, activities and recreation. Morgan Hill built a beautiful facility, renovated the community park, and has done some wonderful things for the community. I would like to be part of that!

What would you like to accomplish as a commissioner?*

I would like to be involved in both the current, and future plans for the parks and recreation center, while also keeping in mind our Community's population growth. Morgan Hill was approximately 20,000 people when I moved here, and we now have a robust city of approximately 45,000 people. This naturally requires both maintaining our excellent facilities while potentially expanding them.

What are the greatest opportunities facing the community in regards to this commission?*

This is only a guess, but budget is usually where the strategy must center. At least that is the key in the corporate world. Making the most of the budget provided, savings costs, while also creating quality activities and resources for Morgan Hill citizens is key.

If you are an incumbent seeking reappointment:**Are you next in line to serve as Chair or Vice-Chair?**

- ☐ Yes
☒ No

Are you currently serving on a committee

- ☐ Yes
☒ No

Are you assigned to a special project?

- ☐ Yes
☒ No

If you are assigned to a special project, please describe the project.

Please review the City Council Ethics Policy

[City Council Ethics Policy](#)

Please type name to sign. By my signature, I agree to comply with all government regulations, should I be appointed to serve on a City of Morgan Hill Commission or Committee and confirm that I have read the attached Ethics Policy and that I do subscribe to this Policy; that I will apply it to the specific responsibilities s which I may be assigned; and that I will practice the core values set forth in this Policy in my public service for the City of Morgan Hill. Additionally, I commit to attend and participate in all Commission and Committee meetings to which I am appointed, unless excused by the Chair.*

Christine Burrington

Date*

3/29/2024

08:06 AM

Christine Burrington

Morgan Hill, Ca

Dear Madam/Sir:

Thank you for reviewing my application to serve on the Parks and Recreation Commission.

I have lived in Morgan Hill for almost 25 years, and have raised my family here. I have been dedicated to living here due to the difference that Morgan Hill provides, even commuting all the way to San Francisco for my work for many of those years. That is dedication, but it comes from the fact that our city is not San Jose, San Francisco, or other area's that do not offer the beauty and serenity that we have here.

Our children are grown now, one in medical school in Illinois and the other graduating from San Francisco State in a few months. I believe having a safe and caring community has also been a part of their success. And they both attended public schools! First Paradise, and then Sobrato High School.

We have chosen to keep our house here, and have been the recipients of new restaurants, a beautiful recreation facility, new activities and the renovation of Community Park. I would love the opportunity to give back to the community to serve on the Parks and Recreation Commission. I am very much a believer in physical fitness, and have been a member of our original Fitness Center way back when, to now being a member of our recreation center. I believe having a good healthy lifestyle contributes to people's mental health as well.

I have worked in Senior Management for many years now in the insurance industry. My specialty is medical malpractice insurance for physicians. It is a very complex type of coverage and has kept me motivated all of these years due to the constant changes in the medical field. Physicians have gone through quite a bit both during and post pandemic, and I enjoy both managing my team of 6 people, while also helping our physicians navigate in this new world of constant change and challenges.

The skills I have developed in my career include collaboration between all departments, making decisions that are in the best interest of both our insured's and my Company, and of course navigating budgets. I believe all of these attributes would help me bring the most to being on this commission.

Please let me know if I can provide any additional information, and thank you for considering me as a potential applicant!

Kind Regards,

Christine Burrington

Contact

www.linkedin.com/in/christineburrington (LinkedIn)

Top Skills

Human Resources
Underwriting
Management

Christine Burrington

Underwriting Manager at Ophthalmic Mutual Insurance Company (OMIC)
Morgan Hill, California, United States

Summary

✪ Underwriting Manager with both leadership and technical experience in the Insurance industry. Results driven while practicing compassionate leadership and teamwork.

Recognized for strong business acumen and critical thinking skills to deliver timely customer-focused results. Strengths include strategic thinking skills and always seeking better ways to streamline processes.

Areas of expertise include, but are not limited to:

- Medical Professional Liability
- CPA Professional Liability
- Employment Practices Professional Liability
- Cyber Coverage, first and third party
- Agency Management

“A good leader is a person who takes a little more than his share of the blame and a little less than his share of the credit.”

— John C. Maxwell

Experience

Ophthalmic Mutual Insurance Company
Underwriting Manager
May 2017 - Present San Francisco, California

Underwriting Manager focused on Medical Malpractice. Provide strong leadership, direction and guidance to a team of underwriters. Responsibilities include streamlining underwriting workflow, working with other departments to deliver the best customer experience and managing staff towards a profitable book of business. Align department goals with strategic goals of the Company.

Sequoia Consulting Group - www.Sequoia.com

Senior Client Service Manager

March 2016 - May 2017 (1 year 3 months)

San Mateo, California

Gained brokerage experience for all commercial Property & Casualty lines of business. Provided General Liability, Commercial Auto, Cyber coverage as well as Health Benefits. Specific customer focus was technology.

CAMICO

9 years 3 months

Underwriting Manager

December 2010 - January 2016

San Francisco Bay Area

■ Management

- ✓ Managed group towards a profitable book of business.
- ✓ Initiated Cross-Sell initiative for Department for other lines of insurance in order to grow written premium.
- ✓ Attended Large Firm Visits, supporting Account Executives to maintain large account relationships and ensure a high level of customer satisfaction.
- ✓ Coached and developed staff and improved employee engagement, through mentoring new and existing staff.
- ✓ Maintained strong Agency Relationships to ensure strong retention and new business growth.
- ✓ Oversaw annual audits of a book to ensure underwriting guideline compliance and offer recommendations for change.

■ Human Resources

- ✓ Created effective team structure, position descriptions and recommended competitive compensation for key positions. Executed time-sensitive recruitment.
- ✓ Coached team members to deliver organizational goals and objectives.

- ✓ Developed and implemented recruitment and onboarding processes to ensure effective selection and integration of new employees.
- ✓ Wrote Documentation and implemented policies to ensure competitive relevance
- ✓ Organized and conducted annual recognition programs to reinforce retention and increase employee engagement.
- ✓ Provided sound counsel and advice to management and employees, conducting investigations and reviewing corrective actions, to ensure consistent application of policies and practices.

NORCAL Mutual Insurance Company

Underwriting Supervisor

June 2003 - November 2006 (3 years 6 months)

- ✓ Oversaw implementation of team building meetings following an organizational restructuring
- ✓ Created and led a post-restructuring Team Building intervention to increase internal communication and employee engagement.
- ✓ Responsible for underwriting very Large Medical Groups, as well as managing my staff of four underwriters.
- ✓ Presented for both renewal accounts and new business production
- ✓ Performance Review evaluations and coaching

Burrington Consulting, Ltd

Human Resource Manager and Organizational Consultant

January 2000 - June 2003 (3 years 6 months)

■ Organizational Development

- ✓ Created and implemented culture change. Promoted continuous improvement, operational excellence, leadership, trust and integrity through transformational action plans.

- ✓ Achieved a demonstrated increase in customer satisfaction and impactful solutions toward improvements in business results.

- Recruitment and Talent Management

- ✓ Managed, coordinated and follow up on all interviews between the client and candidates to meet time to fill objectives.
- ✓ Provided ownership and coordination of entire staffing process for each position, including sourcing through the offer, acceptance, and onboarding.

- HR Policy & Procedure Manual Development

- ✓ Wrote and implemented Human Resource Handbook for start-up company in Silicon Valley
- ✓ Provided everything from recruitment, employee relations and new policies and procedures for Phillips Semiconductor, Alien Technologies, and CORIO
- ✓ Provided content for Human Resource websites

Infineon Technologies

Human Resource Manager

April 1998 - January 2000 (1 year 10 months)

San Jose, Ca

- ✓ Promoted from Sr. Human Resource Representative to Human Resource Manager and Staffing Manger
- ✓ Supported four Sales and Engineering Business Groups
- ✓ Responsibilities included Hiring, Compensation Analysis and Employee Relations
- ✓ Staffing responsibilities include managing two technical recruiters, as well as creating and implementing Internet Hiring Strategy
- ✓ Employee relations throughout morale concerns

Education

University of California, Berkeley

Bachelor's Degree, Psychology,

Santa Clara University

Attended Masters Program in
Counseling Psychology.

Print

Commission Application - Submission #50328

Date Submitted: 3/27/2024

First Name

Tara

Last Name

Bevington

Address1

Address2

City

Morgan Hill

State

California

Zip

95037

Home Phone Number

Cell Phone Number

email address

Occupation

Executive Director

Are you a registered voter?

yes

Please list any properties you own in Morgan Hill

, Morgan Hill

Do you have any relatives currently employed by the City of Morgan Hill?

No

If yes, please provide name

Commission Webpages

Please visit the links for each commission's webpage for more info:

- [Planning Commission](#)
- [Parks & Recreation](#)
- [Library, Culture, & Arts](#)

Please select the commission you are interested in serving on

Parks and Recreation Commission

Please select the commission that would be your second choice. If you do not have a second choice, please move on to the next question.

Please upload a letter of interest or cover letter*

Bevington LOI MHill Parks and Recreation Commission.pdf

Please upload a resume*

CV - Bevington.pdf

Have you ever served on any other citizen advisory commission or committee? If yes, please list and briefly explain the purpose of each one.*

no

What skills and/or experience do you possess that would be important to your role as a commissioner?*

Professional background in finance, nonprofit management and human resources as well as experience working for the CRC and City of Morgan Hill make me uniquely suited for a role as P&R commissioner.

What do you understand the role of the commission to be and why would you like to serve on this commission?*

To ensure that our city continues to provide a diverse ecosystem of activities and amenities that allow residents the opportunity to connect and maintain healthy lifestyles.

What would you like to accomplish as a commissioner?*

Use my skillset and experience to execute the commission's current work plan, while seeking opportunities to support the mayor and city council's vision for our city.

What are the greatest opportunities facing the community in regards to this commission?*

The growth of our city provides an opportunity to engage with potential & new residents. Perhaps a video "welcome wagon" that gives a tour of city facilities & amenities or identifies ways that residents can participate in our park & rec offerings. This would provide information, set expectations, instill pride in becoming a MH resident and hopefully inspire them to get out to enjoy what Morgan Hill has to offer!

If you are an incumbent seeking reappointment:**Are you next in line to serve as Chair or Vice-Chair?**

- ☐ Yes
☐ No

Are you currently serving on a committee

- ☐ Yes
☐ No

Are you assigned to a special project?

- ☐ Yes
☐ No

If you are assigned to a special project, please describe the project.**Please review the City Council Ethics Policy**

[City Council Ethics Policy](#)

Please type name to sign. By my signature, I agree to comply with all government regulations, should I be appointed to serve on a City of Morgan Hill Commission or Committee and confirm that I have read the attached Ethics Policy and that I do subscribe to this Policy; that I will apply it to the specific responsibilities s which I may be assigned; and that I will practice the core values set forth in this Policy in my public service for the City of Morgan Hill. Additionally, I commit to attend and participate in all Commission and Committee meetings to which I am appointed, unless excused by the Chair.*

Tara Bevington

Date*

3/27/2024

01:00 PM

March 27, 2024

Dear Parks & Recreation Commission Selection Committee,

Morgan Hill has undergone significant growth during my two decades as a resident. Throughout this time, I have been a passionate advocate for fostering a healthy and vibrant community.

My commitment has manifested in various roles. I served on School Site Councils and held leadership positions within Morgan Hill Unified School District (MHUSD) parent organizations, including the Live Oak High School Band Boosters, until my daughter's graduation in 2021. I currently donate my time to several nonprofits, including the board of directors for the Morgan Hill Mushroom Festival to raise funds for local scholarships. Additionally, I have experience working directly with the community as a group fitness instructor at the Centennial Recreation Center (CRC) and a volleyball coach for the City of Morgan Hill at the CRC.

These experiences have instilled in me a strong sense of community spirit. By combining my professional background, involvement with the CRC, and long-standing dedication to Morgan Hill, I am confident I possess the qualifications to be a valuable asset to the Parks & Recreation Commission.

Thank you for your time and consideration.

Sincerely,

Tara Bevington

CITY COUNCIL STAFF REPORT

MEETING DATE: April 24, 2024

PREPARED BY:

Kim Mancera, Deputy City Clerk

APPROVED BY: City Manager

ADOPT ORDINANCE 2352, NEW SERIES, AMENDING VARIOUS CODE PROVISIONS WITHIN TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL IMPLEMENTING THE CITY OF MORGAN HILL 2023-2031 HOUSING ELEMENT; UPDATES TO ELECTRIC VEHICLE CHARGING PROVISIONS TO PROVIDE CONSISTENCY WITH CHAPTER 15.62 (ELECTRIC VEHICLE CHARGING INFRASTRUCTURE); UPDATES TO PARKING PROVISIONS TO COMPLY WITH ASSEMBLY BILL 894; AND IMPLEMENTING MINOR AMENDMENTS DUE TO CLERICAL ERRORS AND INCONSISTENCIES

RECOMMENDATION(S)

Waive the reading, adopt Ordinance No. 2352, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Diversity and Inclusiveness

Advancing Regional Initiatives

2024-2025 Strategic Priorities

Affordable Housing and Homelessness

Guiding Documents

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

On March 6, 2024, the City Council introduced Ordinance No. 2352 New Series, by the following roll call vote: AYES: Turner, Librers, Borgioli, Martinez Beltran, Spring; NOES: None; ABSTAIN: None; ABSENT: None

Staff regularly brings forward minor amendments as necessary to enhance, correct and/or refine the Code. The purpose of the Ordinance is to implement and correct the following items:

- Amending the Zoning Code to be consistent with State Law and other provisions to implement programs/actions outlined within Chapter 5: Implementation of the Housing Element - which the City committed to implementing in calendar years 2023 and 2024;
- Correct an inconsistency between Chapters regarding requirements for electric vehicle charging stations in Section 18.72.040 (General Requirements) of Chapter 18.72 (Parking and Loading) of the Municipal Code;
- Amend Section 18.72.050 (On-Site Parking Alternatives) to comply with Assembly Bill 894 in regard to shared parking requirements;
- Update other varying Sections within Title 18 (Zoning) due to miscellaneous corrections and clerical errors.

COMMUNITY ENGAGEMENT:

Inform

A 10-day public hearing notice was published in the Friday, February 23, 2024, edition of the Morgan Hill Times pursuant to Government Code Sections 65090-65096. Notice was also provided on the website and social media. On February 13, 2024, the Planning Commission held a public hearing regarding the proposed ordinance amendments in which a 10-day public hearing notice was published in the Friday, February 2, 2024, edition of the Morgan Hill Times.

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

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

On December 7, 2022, the City Council adopted Ordinance No. 2340 N.S., adding Chapter 15.62 (Electric Vehicle Charging Infrastructure) to Title 15 – Buildings and Construction of the City of Morgan Hill Municipal Code. The update included provisions for electric vehicle infrastructure for parking that serves newly constructed and existing buildings.

On January 25, 2023, the City Council adopted Resolution No. 23-004, adopting the City of Morgan Hill 2023-2031 Housing Element. The Housing Element outlines implementation programs/actions that the City is committed to implementing over the eight-year planning period.

On February 13, 2024, the Planning Commission considered and recommended, unanimously, the City Council approve the proposed draft Ordinance (Attachment 1).

FISCAL AND RESOURCE IMPACT:

Staff regularly brings forward bundles of minor amendments as necessary to enhance, correct, and/or refine the Code; and therefore, the cost is borne, and work is accommodated, within the respective division's annual workplan and budget.

CEQA (California Environmental Quality Act):

This Ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines. The proposed text amendments are covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed amendments implement the City of Morgan Hill 2023-2031 Housing Element, provide updates to electric vehicle charging provisions consistent with Chapter 15.62 (Electric Vehicle Charging Infrastructure) in the Municipal Code, provide updates to parking provisions to comply with Assembly Bill 894, and implement minor amendments due to clerical errors and inconsistencies.

ORDINANCE NO. 2352, NEW SERIES

AN ORDINANCE OF THE CITY OF MORGAN HILL AMENDING VARIOUS CODE PROVISIONS WITHIN TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL IMPLEMENTING THE CITY OF MORGAN HILL 2023-2031 HOUSING ELEMENT; UPDATES TO ELECTRIC VEHICLE CHARGING PROVISIONS TO PROVIDE CONSISTENCY WITH CHAPTER 15.62 (ELECTRIC VEHICLE CHARGING INFRASTRUCTURE); UPDATES TO PARKING PROVISIONS TO COMPLY WITH ASSEMBLY BILL 894; AND IMPLEMENTING MINOR AMENDMENTS DUE TO CLERICAL ERRORS AND INCONSISTENCIES

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

Section 1. Table 18.16-1 (Permitted Land Uses — Residential Detached Zoning Districts) within Section 18.16.020 (Land Use Regulations) of Chapter 18.16 (Residential Detached Zoning Districts) of Title 18 (Zoning) is hereby amended to read as follows:

Table 18.16-1: Permitted Land Uses — Residential Detached Zoning Districts

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required — Use not allowed	Zoning District				Additional Regulations
	RE	RDL	RDM	RDH	
Residential Uses					
Accessory Dwelling Units	P	P	P	P	Chapter 18.84
Duets	—	—	P [1,2]	P [2]	
Group Housing	P	P	P	P	

Residential Care Facilities	C	C	C	C	
Residential Care Facilities, Small	P	P	P	P	
Single-Family Detached Dwellings	P	P	P	P	
Supportive Housing	P	P	P	P	
Transitional Housing	P	P	P	P	
Public and Quasi-Public Uses					
Community Assembly	C	C	C	C	
Cultural Institutions	C	C	C	C	
Day Care Centers	C	C	C	C	
Home Day Care, Large and Small	P	P	P	P	
Parks and Recreational Facilities [5]	C	C	C	C	
Public Safety Facilities	C	C	C	C	
Schools, Public and Private	C	C	C	C	
Transportation, Communication, and Utility Uses					
Wireless Communications Facilities	See Chapter 18.96				
Agriculture and Natural Resource Uses					
Crop Cultivation	P [3,4]	—	—	—	

Other Uses					
Accessory Uses	See Chapter 18.44				
Home Occupations	See Section 18.92.060				
Temporary Uses	See Section 18.92.150				
Urban Agriculture					
Home Gardens	P	P	P	P	
Community Gardens	A	A	A	A	
Urban Farms	C	C	C	C	

Notes:

[1] Permitted on corner lots only.

[2] Limited to no more than twenty-five percent of total dwelling units within a single project or subdivision, excluding two-lot subdivisions.

[3] Mushroom farms are prohibited.

[4] On-site sale of products is prohibited.

[5] Park and recreational facilities accessory to a residential use (e.g., a clubhouse serving a residential subdivision) are permitted by right.

Section 2. Table 18.18-1 (Permitted Land Uses — Residential Attached Zoning Districts) within Section 18.18.020 (Land Use Regulations) of Chapter 18.18 (Residential Attached Zoning Districts) of Title 18 (Zoning) is hereby amended to read as follows:

Table 18.18-1: Permitted Land Uses — Residential Attached Zoning Districts

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required — Use not allowed	Zoning District			Additional Regulations
	RAL	RAM	RAH	
Residential Uses				
Accessory Dwelling Units	P	P	P	Chapter 18.84

Duets and Duplexes	P	P	P	
Group Housing	P	P	P	
Multifamily Dwellings	P	P	P	
Nursing Homes and Long-Term Care	C	C	C	
Residential Care Facilities	C	C	C	
Residential Care Facilities, Small	P	P	P	
Shared Living Residences	C	C	C	
Single-Family Attached Dwellings	P	P	P	
Single-Family Detached Dwellings	P [2, 3]	P [3]	P [3]	
Supportive Housing	P [1]	P [1]	P [1]	
Transitional Housing	P	P	P	
Public and Quasi-Public Uses				
Community Assembly	C	C	C	
Cultural Institutions	C	C	C	
Day Care Centers	C	C	C	
Home Day Care, Large and Small	P	P	P	
Parks and Recreational Facilities [4]	C	C	C	
Public Safety Facilities	C	C	C	
Schools, Public and Private	C	C	C	

Transportation, Communication, and Utility Uses				
Wireless Communication Facilities	See Chapter 18.96			
Other Uses				
Accessory Uses and Structures	See Chapter 18.44			
Home Occupations	See Section 18.92.060			
Temporary Uses and Structures	See Section 18.92.150			
Urban Agriculture				
Home Gardens	P	P	P	
Community Gardens	A	A	A	
Urban Farms	C	C	C	

Notes:

[1] Supportive Housing consistent with Government Code Sections 65650-65656 shall adhere to entitlement application timing provisions.

[2] Up to twenty-five percent of homes within a development project may be small-lot single family homes with a maximum lot area of three thousand five hundred square feet.

[3] Permitted only on a lot of record existing prior to July 7, 2018.

[4] Park and recreational facilities accessory to a residential use (e.g., a clubhouse serving a residential subdivision) are permitted by right.

Section 3. Table 18.22-1 (Permitted Land Uses — MU-N and MU-F Zoning Districts) within Section 18.22.020 (Land Use Regulations) of Chapter 18.22 (Mixed Use Zoning Districts) of Title 18 (Zoning) is hereby amended to read as follows:

Table 18.22-1: Permitted Land Uses — MU-N and MU-F Zoning Districts

Key P Permitted Use A Administrative Use Permit	Zoning District	Additional Regulations
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required C Conditional Use Permit required — Use not allowed			
	MU-N	MU-F	
Residential Uses			Section 18.22.030
Accessory Dwelling Units	P	P	Chapter 18.84
Duets and Duplexes	P	C	
Group Housing	P	P	
Live/Work Unit	A	A	
Mixed Use Residential	P	P	
Multifamily Dwellings	P	C	
Nursing Homes and Long-Term Care	C	C	
Residential Care Facilities	C	C	
Residential Care Facilities, Small	P	P	
Senior Housing, Independent Living	P	C	
Shared Living Residences	C	C	
Single-Family Attached Dwellings	P	C	
Single-Family Detached Dwellings	P [1]	C	
Supportive Housing	P [4]	P [4]	
Transitional Housing	P	P	
Public and Quasi-Public Uses			
College and Trade Schools	P	P	

Community Assembly	C	C	
Cultural Institutions	A	A	
Day Care Centers	C	C	
Emergency Shelters	—	P	Section 18.92.050
Government Offices	A	A	
Home Day Care, Large and Small	P	P	
Hospitals	C	C	
Instructional Services	P	P	
Low Barrier Navigation Centers	P	P	
Medical Offices and Clinics	P	P	
Parks and Recreational Facilities	P	P	
Public Safety Facilities	C	C	
Schools, Public and Private	C	C	
Social Services	—	C	
Commercial Uses			
Animal-Related Users			
Veterinarian Clinics and Hospitals	C	C	
Banks and Financial Institutions	P	P	
Business Support Services	P	P	
Cinemas and Theaters	A	A	
Commercial Recreation, Indoor			
≤ 15,000 sq. ft.	P	P	
> 15,000 sq. ft.	C	C	

Drive-Through Facilities	C	C	18.92.040
Eating and Drinking Uses			
Bars and Nightclubs	C	C	
Restaurant, Fast Food	P	P	
Restaurants, Sit Down	P	P	
Tasting Rooms	P	P	
Farmers Markets	A	A	
Lodging Facilities			
Bed and Breakfast	A	A	
Hotels and Motels	C	C	
Personal Services	P	P	
Professional Offices	P	P	
Retail			
Convenience Market	A	A	18.92.030
General Retail	P	P	
Vehicle-Related Uses			
Fuel and Service Stations	—	C	
Vehicle Rentals	—	C	
Vehicle Washing	—	C	
Industrial Uses			
Food and Beverage Production			
< 5,000 sq. ft. [3]	P	P	
5,000 sq. ft. to 10,000 sq. ft. [3]	C	C	

Transportation, Communication, and Utility Uses			
Parking Lots or Structures [2]	C	C	
Recycling Facilities			
Reverse Vending Machines	—	C	
Transportation Terminals	—	—	
Wireless Communications Facilities	See Chapter 18.96		
Other Uses			
Accessory Uses	See Chapter 18.44		
Home Occupations	See Section 18.92.060		
Temporary Uses	See Section 18.92.150		

Notes:

[1] Permitted only on a lot of record existing prior to July 7, 2018.

[2] When proposed as a primary use.

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

[4] Supportive Housing consistent with Government Code Sections 65650-65656 shall adhere to entitlement application timing provisions.

Section 4. Table 18.28-1 (Permitted Land Uses in the Open Space and Public Facilities Zoning Districts) within Section 18.28.020 (Land Use Regulations) of Chapter 18.28 (Open Space, Public, And Recreation Zoning Districts) of Title 18 (Zoning) is hereby amended to read as follows:

Table 18.28-1: Permitted Land Uses in the Open Space and Public Facilities Zoning Districts

Key	Zoning District	Additional Regulations
P Permitted Use		
A Administrative Use Permit required		
C Conditional Use Permit required		

— Use not allowed			
	OS	PF	
Residential Uses			
Accessory Dwelling Units	P	—	Chapter 18.84
Agricultural Labor Accommodations	P	—	
Single-Family Detached Dwellings	P	—	
Public and Quasi-Public Uses		—	
Cemeteries	C	C	
Colleges and Trade Schools	—	C	
Community Assembly	—	C	
Cultural Institutions	—	P [1]	
Day Care Centers	—	C	
Emergency Shelters	—	P	
Government Offices	—	P	
Home Day Care, Small	P	—	
Hospitals	—	P	
Instructional Services	—	P [1]	
Parks and Recreational Facilities	P	P [1]	
Public Safety Facilities	C	P	
Schools, Public	—	P	
Schools, Private	—	C	
Commercial Uses			

Animal-Related Commercial Uses			
Animal Boarding	C	—	
Equestrian Centers	C	—	
Farmer's Markets	C	C	
Plant Nurseries	C [2]	—	
Transportation, Communication, and Utility Uses		—	
Parking Structures and Facilities	—	P [1]	
Utilities, Major	—	C	
Wireless Communications Facilities	See Chapter 18.96		
Agriculture and Natural Resource Uses			
Crop Cultivation	P	—	
Animal Raising and Production, Intensive	C	—	
Animal Raising and Production, Limited	P	—	
Wildlife Refuges	P	—	
Other Uses			
Accessory Uses	See Chapter 18.44		
Home Occupations	See Section 18.92.060		
Temporary Uses	See Section 18.92.150		

Notes:

[1] A Conditional Use Permit is required if not owned or operated by a governmental agency.

[2] Sales are limited to horticultural products grown on site.

Section 5. Table 18.44-2 (Minimum Accessory Structure Setbacks) within Section 18.44.030 (Accessory Structures in Residential Zoning Districts) of Chapter 18.44 (Accessory Structures and Uses) of Title 18 (Zoning) is hereby amended to read as follows:

Table 18.44-2: Minimum Accessory Structure Setbacks

Accessory Structure	Minimum Setbacks from Property Lines	
	Front	Side and Rear
Roofed structures such as detached garages and sheds and other structures such as trellises		
Height 8 ft. or less	Same as minimum primary structure setback	3 ft.
Height greater than 8 ft. to 12 ft.		5 ft.
Height greater than 12 ft.		Same as minimum primary structure setback
Mechanical equipment and mechanical equipment enclosures	Same as minimum primary structure setback	50 percent of minimum primary structure setback
Decks, detached [2]		
Height 18 in. or less	5 ft.	1 ft.
Height 6 ft. or less	Same as minimum primary structure setback	5 ft.
Height greater than 6 ft.	Same as minimum primary structure setback	12.5 ft. or same as minimum primary structure setback, whichever is less
In ground pools, spas and hot tubs	Same as minimum primary structure setback	4 ft.
Above ground pools, spas, hot tubs and related equipment, accessories, and improvements	Same as minimum primary structure	5 ft.

	setback	
Ponds less than 18 in. in depth	10 ft.	1 ft.
Fireplaces, barbeque structures, statuary and fountains [1]		
Height 8 ft. or less	3 ft.	3 ft.
Height greater than 8 ft. to 12 ft.	5 ft.	5 ft.

Notes:

- [1] All openings for freestanding fireplaces and built-in barbeques shall meet all Uniform Building Code and Uniform Fire Code requirements.
- [2] Height measured from ground to walking surface.

Section 6. Table 18.56-2 (Allowed Projections Into Required Setbacks) within Section 18.56.030 (Setback Exceptions) of Chapter 18.56 (Height, Setback And Lot Coverage Exceptions) of Title 18 (Zoning) is hereby amended to read as follows:

Table 18.56-2: Allowed Projections Into Required Setbacks

Projecting Features	Maximum Projection into Required Setback	Minimum Distances from Property Lines
Cornices, awnings, eaves, and other similar roof projections	3 ft.	1.5 ft.
Canopies and similar features within any non-residential zoning district	Two-thirds of required setback	5 ft.
Ground floor porches	7 ft.	5 ft.
Upper story porches, attached decks, and balconies	5 ft.	5 ft.
Uncovered stairs, ramps, stoops, or landings that service upper stories	5 ft.	5 ft.
Bay windows and chimneys	3 ft. [1]	1.5 ft.

Notes:

[1] Features may not occupy, in the aggregate, more than one-third of the length of the building wall on which they are located.

Section 7. Table 18.72-2 (Required On-Site Parking, Other Zoning Districts) within Section 18.72.030 (Required Parking Spaces) of Chapter 18.72 (Parking and Loading) of Title 18 (Zoning) is hereby amended to read as follows:

Table 18.72-2: Required On-Site Parking, Other Zoning Districts

Land Use	Number of Required Parking Spaces
Residential Uses	
Agricultural Labor Accommodations	1 per 2 beds
Caretaker Quarters	1 per unit
Duplexes and Duets	2 covered per unit
Group Housing	1 per bedroom
Live/Work Unit	2 per unit
Mixed Use Residential	As required for each individual use, except that parking serving residential uses may be uncovered
Multifamily Dwellings	
Studio or One-Bedroom	1 covered per unit
Two Bedroom	1 covered and 1 uncovered per unit
Three Bedroom	1 covered and 1.5 uncovered per units
Nursing Homes and Long Term Care	1 per two beds
Recreational Vehicle (RV) Park	1 per 250 sq. ft. of office floor area
Residential Care Facilities, Large and Small	0.6 per bedroom
Accessory Dwelling Units	See Chapter 18.84 (Accessory Dwelling Units)
Senior Housing, Multifamily Dwellings	1 covered per unit

Senior Housing, Single-Family Dwellings	50% of units with 2 covered spaces, 50% with 1 covered space
Shared Living Residences	1 per bedroom
Single-Family Dwellings, Attached and Detached	2 covered per unit
Supportive Housing	1 per bedroom [1]
Transitional Housing	1 per bedroom
Public and Quasi-Public Uses	
Cemeteries	1 per 4 seats in a chapel or other assembly area
Colleges and Trade Schools	1 per 40 sq. ft. of classroom area
Community Assembly	1 per 5 fixed seats, or 1 per 35 sq. ft. of assembly space, whichever is more, plus 1 per 250 sq. ft. of office area
Cultural Institutions	1 per 4 fixed seats, or 1 per 60 sq. ft. of assembly area for uses without fixed seats
Day Care Centers	1 per 300 sq. ft. used for daycare
Emergency Shelters	1 per 8 beds plus 1 per 250 sq. ft. of office
Government Offices	1 per 250 sq. ft.
Home Day Care, Large	1 per 400 sq. ft. of floor area used for daycare and 1 per employee in addition to what is required for the residential use.
Home Day Care, Small	None in addition to what is required for the residential use.
Hospitals	1 per each two beds
Instructional Services	1 per 2 employees plus 1 per 4 students at maximum enrollment
Low Barrier Navigation Centers	1 per 8 beds plus 1 per 250 sq. ft. of office

Medical Offices and Clinics	1 per 200 sq. ft., or 5 per doctor/dentist, whichever is greater
Parks and Recreational Facilities	As determined by a parking demand study
Public Safety Facilities	1 per 1,000 sq. ft. and 2 additional parking spaces for station vehicles
Schools, Public and Private	Elementary and middle schools: 1 per classroom, plus 1 per 250 sq. ft. of office area. High schools: 7 per classroom.
Social Services	1 per 200 sq. ft.
Commercial Uses	
Adult Businesses	1 per 250 sq. ft.
Animal-Related Commercial Uses	
Animal Boarding	1 per employee plus an area for loading and unloading animals on site.
Veterinarian Clinics and Hospitals	1 per 500 sq. ft.
Banks and Financial Institutions	1 per 250 sq. ft.
Business Support Services	1 per 250 sq. ft.
Cinemas and Theaters	1 per 3.5 seats or one per 32 square feet of seating area, whichever is greater
Commercial Parking	1 per employee
Commercial Recreation, Indoor	Establishments with seating: 1 for each 4 fixed seats, or 1 for every 30 sq. ft. of seating area where temporary or moveable seats are provided. Athletic clubs: 1 per 150 sq. ft. of floor area. Bowling alleys: 2 per lane. Game courts (e.g., tennis): 2 per court. Swimming pools: 1 per 200 sq. ft. of pool area plus 1 per 500 sq. ft. of area related to the pool. Other commercial entertainment and recreation

	uses: as determined by the Director.
Commercial Recreation, Outdoor	As determined by a parking demand study
Drive-Through Facilities	As required by use served.
Eating and Drinking Uses	
Bars and Nightclubs	1 per 100 sq. ft.
Restaurants, Fast Food	1 per 100 sq. ft. for establishments with more than 12 seats. 1 per 250 sq. ft. for establishments with 12 seats or less
Restaurants, Sit Down	1 per 100 sq. ft.
Tasting Rooms	1 per 100 sq. ft. of tasting area
Equestrian Centers	As determined by a parking demand study
Funeral Parlors and Mortuaries	1 per 4 permanently located seats or 1 per 45 sq. ft. of assembly space
Lodging Facilities	
Bed and Breakfast Lodging	1 per guest room plus 1 for each 10 rooms
Hotels and Motels	1 per guest room plus 1 for each 10 rooms
Mini-Storage	2 spaces or 1 per 250 storage units, whichever is greater, plus 1 additional covered and 1 additional uncovered for an on-site manager residence
Personal Services	1 per 250 sq. ft.
Plant Nurseries	1 per 1,000 sq. ft. of site area for the first 10,000 sq. ft., then 1 per each additional 5,000 sq. ft., plus 1 per each 250 sq. ft. of floor area. Min. 7 spaces plus 1 space per vehicle to be parked on the site overnight
Professional Offices	1 per 250 sq. ft.

Retail	
Convenience Markets	1 per 250 sq. ft.
Farmers Market	As determined by a parking demand study
General Retail	1 per 250 sq. ft.
Home Improvement Centers	1 per 250 sq. ft.
Large Commodity Retail	1 per 350 sq. ft.
Open-Air Sales	1 per 1,000 sq. ft. of site area
Vehicle-Related Uses	
Fuel and Service Stations	1 per 200 sq. ft.
Towing and Impound	1 per 250 sq. ft. of office space in addition to space for storage of towing vehicles
Vehicle Rentals	1 per 250 sq. ft. of office space in addition to space for storage of rental vehicles
Vehicle Repair and Maintenance, Major and Minor	1 per 200 sq. ft.
Vehicle Sales and Leasing	5 per for the first 10,000 sq. ft. of lot area and 1 for each additional 3,000 sq. ft.
Vehicle Storage, Outdoor	1.5 for each employee on the largest shift. Minimum of 2.
Vehicle Washing	5 per for the first 10,000 sq. ft. of lot area and 1 for each additional 3,000 sq. ft.
Wholesaling	1 per 1,000 sq. ft. of floor area plus 1 per 300 sq. ft. of office area
Industrial Uses	
Construction and Material Yards	1 per 2,500 sq. ft.
Food and Beverage Production	1 per 500 sq. ft.

Warehousing and Distribution	1 per 1,000 sq. ft. plus 1 per 300 sq. ft. of office area
Manufacturing, Light and General	1 per 500 sq. ft.
Research and Development	1 per 350 sq. ft.
Salvage and Wrecking	1 per 500 sq. ft.
Warehousing and Distribution, Large	1 per 1,000 sq. ft. plus 1 per 300 sq. ft. of office area
Warehousing and Distribution, Small	As determined parking demand study, but no less than 1 per 1,000 sq. ft. of gross floor area
Warehousing and Distribution, Outdoor Storage	1 per 1,000 sq. ft. plus 1 per 300 sq. ft. of office area
Transportation, Communication, and Utility Uses	
Freight/Truck Terminals and Warehouses	1 per 1,000 sq. ft. plus 1 per 300 sq. ft. of office area
Parking Lot and Structures	1 per 300 sq. of office area
Recycling Facilities	
Reverse Vending Machine	1 per machine
Recycling Collection Facility	1 per 1,000 sq. ft.
Recycling Processing Facility	1 per 1,000 sq. ft.
Transportation Terminals	As determined by parking demand study
Utilities, Major	1 for each employee on the largest shift plus 1 for each vehicle used in connection with the use. Minimum of 2.

Notes:

[1] Minimum required on-site parking shall not apply if the development is located within one-half mile of a public transit stop.

Section 8. Table 18.72-3 (Required Guest Parking Spaces) within Section 18.72.030

(Required Parking Spaces) of Chapter 18.72 (Parking and Loading) of Title 18 (Zoning) is hereby amended to read as follows:

Table 18.72-3: Required Guest Parking Spaces

Land Use	Number of Guest Spaces
Single-Family Dwellings	1 per 4 units
Multifamily Dwellings	1 per 4 units
Multifamily Dwellings for Senior Citizens	1 per 5 units

Section 9. Section 18.72.040 (General Requirements) of Chapter 18.72 (Parking and Loading) of Title 18 (Zoning) is hereby amended to read as follows:

A. Availability and Use of Spaces.

1. Required parking spaces for multifamily and non-residential uses shall be permanently available and maintained to provide parking for the use they are intended to serve.
2. Owners, lessees, tenants, or persons having control of the operation of a use for which parking spaces are required shall not prevent or restrict authorized persons from using these spaces.
3. Required parking spaces shall be used exclusively for the temporary parking of vehicles and shall not be used for the sale, lease, display, repair, advertising, or storage of vehicles, trailers, boats, campers, mobile homes, merchandise, or equipment, or for any other use not authorized by the zoning code.

B. Location of Parking.

1. Residential Uses. Required minimum on-site parking to serve all residential uses shall be located on the same parcel or site as the use which it serves except as allowed by Section 18.72.050.D (Off-Site Parking).
2. Non-Residential Uses. Required minimum on-site parking to serve all non-residential residential uses shall be located on the same parcel or site as the use which it serves except as allowed by Section 18.72.050.D (Off-Site Parking).
3. Parking on Landscape Violation. No person shall park or store any automobile or other vehicle, including but not limited to motorcycles, campers, boats, trailers, or other similar vehicles, in any front yard in any residential district. Parking shall be permitted for automobiles only in and upon an improved paved driveway in said front yard area if each vehicle is currently licensed and operative. Parking for camper, boat, trailer, and other similar vehicles shall comply with Section 18.72.040.F.

C. Electric Vehicle Charging. Refer to Chapter 15.62 (Electric Vehicle Charging Infrastructure) for electric vehicle charging requirements.

- D. Garage and Carport Setbacks. Garages and carports in the detached residential zoning districts shall comply with setback requirements in Section 18.16.030 (Garage and Carport Setbacks).
- E. Parking for Persons with Disabilities.
 - 1. Parking spaces for persons with disabilities shall be provided in compliance with California Code of Regulations Title 24.
 - 2. Parking spaces required for the disabled shall count toward compliance with the number of parking spaces required by Table 18.72-1 and Table 18.72-2.
- F. Camper, Boat, and Trailer Parking. Camper, boat, and trailer parking spaces shall be located and screened so as not to be visible from the public street.

Section 10. Subsection D of Section 18.72.050 (On-Site Parking Alternatives) of Chapter 18.72 (Parking and Loading) of Title 18 (Zoning) is hereby amended to read as follows:

- D. Off-Site Parking.
 - 1. For multifamily housing and non-residential uses, the planning commission may allow off-site parking if the commission finds that practical difficulties prevent the parking from being located on the same lot it is intended to serve.
 - 2. Off-site parking shall be located within a reasonable distance of the use it is intended to serve, as determined by the planning commission.
 - 3. A covenant record, approved by the city attorney, shall be filed with the county recorder. The covenant record shall require the owner of the property where the on-site parking is located to continue to maintain the parking space so long as the building, structure, or improvement is maintained in Morgan Hill. This covenant shall stipulate that the title and right to use the parcels shall not be subject to multiple covenant or contract for use without prior written consent of the city.

Section 11. Subsection F of Section 18.72.050 (On-Site Parking Alternatives) of Chapter 18.72 (Parking and Loading) of Title 18 (Zoning) is hereby amended to read as follows:

- F. Shared Parking. When an entity is not using the required on-site parking to meet parking requirements, the City shall allow the entity with underutilized parking to share their underutilized parking spaces with the public, local agencies, or other entities, if those entities submit a shared parking agreement to the City and information identifying the benefits of the proposed shared parking agreement. Within this subsection, underutilized parking shall mean parking where 20 percent or more of a development's parking spaces are not occupied during the period that the parking is proposed to be shared by another user, group, development, or the public.
 - 1. In cases where an entity is entering into a shared parking agreement and proposes to use the shared parking spaces to meet the required on-site parking, all of the following shall apply:
 - a. The City shall approve a shared parking agreement if it:

- i. Includes a parking analysis using peer-reviewed methodologies developed by a professional planning association, such as the methodology established by the Urban Land Institute, National Parking Association, and the International Council of Shopping Centers, sufficient to determine how many parking spaces can be reasonably shared between uses to fulfill parking requirements.
 - ii. Secures long-term provision of parking spaces or affords the opportunity for periodic review and approval by the City.
 - b. The City shall allow parking spaces identified in a shared parking agreement to count toward meeting any automobile parking requirement for a new or existing development or use, including, but not limited to, shared parking in underutilized spaces and in parking lots and garages that will be constructed as part of the development or developments under any of the following conditions:
 - i. The entities that will share the parking are located on the same, or contiguous, parcels.
 - ii. The sites of the entities that will share parking are separated by no more than 2,000 feet of travel by the shortest walking route.
 - iii. The sites of the entities that will share the parking are separated by more than 2,000 feet of travel by the shortest walking route, but there is a plan for shuttles or other accommodations to move between the parking and site, including a demonstrated commitment to sustain such transportation accommodations.
 - c. The shared parking agreement shall be recorded against the parcels that are part of the agreement.
2. If entities submit a shared parking agreement without the parking analysis described above, the Development Services Director shall decide whether to approve or deny the shared parking agreement, and determine the number of parking spaces that can be reasonably shared between uses to fulfill parking requirements.
3. For shared parking agreements for developments of 10 residential units or more, or 18,000 square feet or more, before making the determination, the Development Services Director shall:
 - a. Notify all property owners within 300 feet of the shared parking spaces of the proposed agreement, including that the property owner has 14 days to request a public meeting before the City decides whether to approve or deny the shared parking agreement.
 - b. If the Development Services Director receives a request to hold a public meeting within 14 days of notifying property owners, the Development Services Director shall hold a public meeting on the shared parking agreement to approve

or deny the shared parking agreement and determine the number of parking spaces that can be reasonably shared between uses to fulfill parking requirements.

4. The Development Services Director shall not require the curing of any preexisting deficit of the number of parking spaces as a condition for approval of the shared parking agreement.
5. The Development Services Director shall not withhold approval of a shared parking agreement between entities solely on the basis that it will temporarily reduce or eliminate the availability of parking spaces for the original proposed uses.
6. For a development project in which a designated historical resource on a federal, state, or local register of historic places is being converted or adapted, the Development Services Director shall allow the project applicant to meet minimum parking requirements through the use of off-site shared parking.
7. This section shall not reduce, eliminate, or preclude the enforcement of any requirement imposed on a residential or nonresidential development to provide parking spaces that are accessible to persons with disabilities that would have otherwise applied to the development.
8. This section shall not reduce the percentage of parking spaces that are designated for electric vehicles that would otherwise have applied.
9. The City, private landowner, or lessor shall examine the feasibility of shared parking agreements to replace new parking construction or limit the number of new parking spaces that will be constructed, in either of the following circumstances:
 - a. When state funds are being used on a proposed new development and the funding availability is announced after June 30, 2024.
 - b. When public funds are being used to develop a parking structure or surface parking and the public funding has not been awarded as of June 30, 2024.

Section 12. Subsection B of Section 18.84.050 (Site and Design Standards) of Chapter 18.84 (Accessory Dwelling Units) of Title 18 (Zoning) is hereby amended to read as follows:

B. Number of Accessory Units.

1. Single-Family Dwelling. No more than one detached accessory dwelling unit, no more than one attached accessory dwelling unit, and no more than one junior accessory dwelling unit is permitted on a single lot with an existing or proposed single-family dwelling.

2. Proposed Multifamily Dwellings. Proposed multifamily dwelling structures may have no more than two detached accessory dwelling units on a lot.
3. Existing Multifamily Dwellings. Existing multifamily dwelling structures may have no more than two detached accessory dwelling units on a lot. In addition, existing multifamily dwelling structures may also have no more than one accessory dwelling unit or up to twenty-five percent of the existing multifamily dwelling units, whichever is larger, within portions of an existing multifamily dwelling structure that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

Section 13. Subsection C of Section 18.84.050 (Site and Design Standards) of Chapter 18.84 (Accessory Dwelling Units) of Title 18 (Zoning) is hereby amended to read as follows:

C. Relationship to Primary Dwelling.

1. An accessory dwelling unit may be within, attached to, or detached from the primary dwelling. Attachment to the primary dwelling shall be by sharing a common interior wall or common roof. No passageway (as defined in Government Code Section 65852.2) is required in conjunction with the construction of an accessory dwelling unit.
2. An accessory dwelling unit shall have its own kitchen, bathroom facilities, and entrance separate from the primary dwelling.
3. The city shall allow junior accessory dwelling units as defined in Government Code Section 65852.22 to be constructed within the walls of the proposed or existing single-family residence with a separate entrance from the main entrance to the primary dwelling, an efficiency kitchen (consisting of a cooking facility with appliances, a food preparation counter and storage cabinets) and shared or independent bathroom facilities
4. The accessory unit shall be clearly subordinate to the primary dwelling by size, appearance, and location on the parcel and shall comply with all applicable building and safety codes.
5. A detached accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a proposed or existing single-family dwelling may be combined with a junior accessory dwelling unit.

Section 14. Subsection C of Section 18.92.050 (Emergency Shelters) of Chapter 18.92 (Supplemental Standards) of Title 18 (Zoning) is hereby amended to read as follows:

C. Minimum Performance Standards.

1. The number of beds shall be limited to thirty.

2. The size of outdoor waiting areas shall be sufficient to accommodate the expected number of clients without infringing upon the public right-of-way.
3. On-site management shall be provided during the hours that the emergency shelter is in operation.
4. An emergency shelter shall be located at least three hundred feet from other emergency shelters.
5. The length of stay at any emergency shelter shall not exceed ninety days, unless the management plan provides for longer residency by those enrolled and regularly participating in a training or rehabilitation program.
6. Exterior lighting of the property shall be designed to provide a minimum maintained horizontal illumination of at least one foot candle of light on parking surfaces and walkways that serve the facility.
7. Security shall be provided during the hours that the emergency shelter is in operation.

Section 15. Subsection 11 of Subsection F of Section 18.108.040 (Design Permit) of Chapter 18.108 (Specific Permit Requirements) of Title 18 (Zoning) is hereby amended to read as follows:

11. Murals with or without signage that comply with Chapter 18.88 (Signs) and any applicable specific plan or area plan.

Section 16. Section 18.118.070 (Criteria for Decision) of Chapter 18.118 (Reasonable Accommodations) of Title 18 (Zoning) is hereby amended to read as follows:

The community development director or the reviewing authority, as applicable, shall make a written determination and either approve, approve with modifications, or deny a request for reasonable accommodation based on consideration of all of the following factors:

- A. Whether the housing which is the subject of the request will be used by an individual with disabilities protected under fair housing law.
- B. Whether the request for reasonable accommodation is necessary to make housing available to an individual with disabilities protected under fair housing law.
- C. Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the City.
- D. Whether the requested reasonable accommodation would require a fundamental alteration in the nature of a City program or law, including but not limited to land use and zoning.
- E. Physical attributes of the property and structures.
- F. Availability of other reasonable accommodations that may provide an equivalent level of benefit.

Section 17. Section 18.124.020 (Residential Land Uses) of Chapter 18.124 (Land Use Definitions) of Title 18 (Zoning) is hereby amended to read as follows:

- A. Accessory Dwelling Units. A self-contained living unit, either attached to or detached from, and in addition to, the primary residential unit on the parcel, that includes permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling or multifamily dwelling is situated. This includes an efficiency unit as defined in Section 17958.1 of the Health and Safety Code and a manufactured home, as defined in Section 18007 of the Health and Safety Code. Further includes a junior accessory dwelling unit which is a unit that is no more than five hundred square feet in size and contained entirely within a single-family residence and includes separate or shared sanitation facilities with the existing structure.
- B. Agricultural Labor Accommodations. Housing for transient labor, such as labor cabins or camps, where incidental to a permitted agricultural use.
- C. Caretaker Quarters. A residence that is accessory to a nonresidential primary use of the site, where needed for security, or twenty-four-hour care or supervision.
- D. Duets. A residential structure that contains two independent dwelling units, each with its own entrance that are separated by a property line along a shared building wall with each unit located on a separate lot.
- E. Duplexes. A single residential structure on one lot that contains two independent dwelling units, each with its own entrance.
- F. Group Housing.
 - 1. Housing shared by unrelated persons with disabilities that provide peer and other supportive services for their residents' disability related needs but not services that require licenses under state law and in which residents share cooking, dining, and living areas.
 - 2. Includes group homes that may provide some supportive services for their residents but not services that require licenses under state law (see "Residential Care Facilities").
- G. Live/Work Units. A building or space within a building that is used jointly for commercial and residential purposes.
- H. Mixed Use Residential. A development project with both residential and commercial/office uses which are either 1) located together in a single building; or 2) in separate buildings on a single site of one or more contiguous properties.
- I. Multifamily Dwellings. A building that contains three or more dwelling units, with each unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. Includes multifamily senior housing limited to occupancy by persons fifty-five years of age or older for residents who are independent and do not require assistance with everyday living ("independent living").
- J. Nursing Homes and Long-Term Care. Establishments that provide twenty-four-hour medical, convalescent or chronic care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves, and is licensed as a skilled

nursing facility by the state of California. Excludes "residential care facilities" and "senior housing."

K. Residential Care Facilities.

1. A state licensed facility as a Residential Care Facility for the Elderly or a residential care facility as defined in the California Health and Safety Code.
2. Includes group homes that provide services that require licenses under state law serving more than six residents.

L. Residential Care Facilities, Small. A state licensed facility as a Residential Care Facility for the Elderly or a residential care facility as defined in the California Health and Safety Code, or "Group Housing", serving six or fewer residents.

M. Shared Living Residences. Shared living quarters without separate kitchen or bathroom facilities for each room or unit, offered for rent for permanent or semi-transient residents on a weekly or longer basis. Includes rooming and boarding houses, single-room occupancy housing, dormitories, and other types of organizational housing, and extended stay hotels intended for long-term occupancy (thirty days or more). Excludes "hotels and motels", "group housing", and "residential care facilities."

N. Single-Family Dwellings. A residential structure designed for occupancy by one household. A single-family dwelling provides complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. Includes all construction types, including prefabricated and manufactured homes.

O. Single-Family Attached Dwellings. Three or more single-family dwelling units connected by common walls along the side property lines, sometimes called a townhouse or row house. Excludes "duplexes" and "duets."

P. Single-Family Detached Dwellings. A detached building that contains one single-family dwelling.

Q. Supportive Housing. A residential structure with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Target population shall mean persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people.

R. Transitional Housing. A residential structure configured as a rental housing development, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined

future point in time that shall be no less than six months from the beginning of the assistance.

Section 18. Section 18.124.030 (Public and Quasi-public Uses) of Chapter 18.124 (Land Use Definitions) of Title 18 (Zoning) is hereby amended to read as follows:

- A. Cemeteries. Establishments primarily engaged in operating sites or structures reserved for the interment of human or animal remains, including crematories, mausoleums, burial places, columbariums, and memorial gardens.
- B. Colleges and Trade Schools. Institutions of higher education providing curricula of a general, religious or professional nature, typically granting recognized degrees. Includes junior colleges, business and computer schools, management training, vocational education, and technical and trade schools.
- C. Community Assembly. Facilities that provide space for public or private meetings or gatherings. Includes places of worship, community centers, meeting space for clubs and other membership organizations, social halls, union halls, banquet centers, and other similar facilities.
- D. Cultural Institutions. Public or nonprofit institutions that engages in cultural, scientific, and/or educational enrichment. Includes libraries, museums, performing art centers, aquariums, environmental education centers, non-profit art centers and galleries, botanical gardens, and other similar uses.
- E. Day Care Centers. Facilities that provide non-medical care and supervision of minors or adults for periods of less than twenty-four hours. Includes nursery schools, day nurseries, child care centers, infant day care centers, cooperative day care centers, adult day programs, and similar uses.
- F. Emergency Shelters. Housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay. Includes other interim interventions, including, but not limited to, a navigation center, bridge housing, and respite or recuperative care.
- G. Government Offices. Places of employment occupied by governmental agencies and their employees. Includes offices for administrative, clerical, and public contact functions but excludes corporation yards, equipment service centers, and similar facilities that primarily provide maintenance and repair services and storage facilities for vehicles and equipment.
- H. Home Day Care. Facilities providing daytime supervision and care for children where the provider permanently resides.
 - 1. Home Day Care, Large. A home day care facility supervising nine to fourteen children.
 - 2. Home Day Care, Small. A home day care facility supervising eight children or less.
- I. Hospitals. Facilities providing medical, psychiatric, or surgical services for sick or injured persons primarily on an in-patient basis, and including ancillary facilities for outpatient and

emergency treatment, diagnostic services, training, research, administration, and services to patients, employees, or visitors.

- J. Instructional Services. Establishments that offer specialized programs in personal growth and development. Includes music studios, drama schools, dance academies, art schools, tutoring schools, and instruction in other cultural and academic pursuits.
- K. Low Barrier Navigation Centers. A housing-first, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. "Low barrier" means best practices to reduce barriers to entry, and may include, but is not limited to, the following:
 - 1. The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth.
 - 2. Pets.
 - 3. The storage of possessions.
 - 4. Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.
- L. Medical Offices and Clinics. Facilities where medical, mental, dental, or other personal health services are provided on an outpatient basis using specialized equipment. Includes offices for physicians, dentists, and optometrists, diagnostic centers, blood banks and plasma centers, and emergency medical clinics offered exclusively on an out-patient basis. May include educational aspects such as medical instruction and/or training as well as house a laboratory, radiology/imaging, pharmacy, rehabilitation and other similar services as accessory uses. Excludes "hospitals."
- M. Parks and Recreational Facilities. Non-commercial facilities that provide open space and/or recreational opportunities to the public. Includes parks, community gardens, community centers, passive and active open space, wildlife preserves, playing fields, tennis courts, swimming pools, gymnasiums, and other similar facilities.
- N. Public Safety Facilities. Facilities operated by a governmental agency for the purpose of protecting public safety. Includes fire stations and other fire-fighting facilities, police stations, public ambulance dispatch facilities, and other similar uses.
- O. Schools. Educational institutions providing instruction to minors as required by the California Education Code. Includes elementary, junior high, and high schools.
 - 1. School, Public. A school operated or under control of the Morgan Hill Unified School District or Santa Clara County Board of Education. Includes public charter schools.
 - 2. School, Private. A school operated or under control of an entity other than the Morgan Hill Unified School District or Santa Clara County Board of Education.
- P. Social Services. Establishments providing assistance and aid to those persons requiring counseling and/or treatment for psychological problems, addictions, learning disabilities,

and physical disabilities or to those persons in need of jobs, food, or clothing. Excludes residential care on an overnight, short-term, or long-term basis.

Section 19. Subsection Q of Section 18.124.040 (Commercial Uses) of Chapter 18.124 (Land Use Definitions) of Title 18 (Zoning) is hereby amended to read as follows:

Q. Vehicle-Related Uses.

1. **Fuel and Service Stations.** A retail business establishment supplying fuels and oil and minor accessories for automobiles. Includes establishments supplying gasoline, hydrogen, and electric vehicle charging as a primary land use. Includes incidental food and beverage sales, car wash facilities, minor automotive repair and service, and towing service with up to two trucks. Excludes body and fender work, painting, and other major automotive repairs.
2. **Towing and Impound.** Establishments primarily engaged in towing light or heavy motor vehicles, both local and long distance. May provide incidental services, such as vehicle storage and emergency road repair services.
3. **Vehicle Rentals.** The rental of automobiles and other similar light vehicles.
4. **Vehicle Repair and Maintenance, Major.** An establishment providing not provided for under "vehicle repair and maintenance, minor," including, but not limited to, general repair, rebuilding or reconditioning of: major vehicle components, such as engines, transmissions and differentials; non-passenger vehicles, motor homes or trailers and trucks exceeding one and one-half ton capacity; or body, frame or fender components, including collisions service, upholstery or painting.
5. **Vehicle Repair and Maintenance, Minor.** An establishment providing general service and maintenance of passenger cars and trucks not exceeding one and one-half ton capacity. Service may include the repair or replacement of worn or defective parts and gaskets external to the basic engine block, such as intake and exhaust manifolds, carburetors and water pumps; engine replacement; the repair or replacement of worn or defective brake parts, clutch parts, mufflers, exhaust system parts, wheel bearings, shock absorbers, tires, batteries, spark plugs and other accessible minor parts; and maintenance work such as the changing or supplementing of vehicle fluids and the adjustment of mechanical components while on the vehicle.
6. **Vehicle Sales and Leasing.** The retail sales or rental of new or used vehicles. Includes the sale of vehicle parts and vehicle repair, provided that these activities are incidental to the sale of vehicles.
7. **Vehicle Storage, Outdoor.** Storage of operative or inoperative vehicles for long term storage in open lots. Includes, but is not limited to, storage of parking tow-aways, impound yards, and storage lots for automobiles, trucks, buses, recreation vehicles, and boats; including satellite storage of vehicles related to Vehicle Sales and Leasing. Does not include the storage of customer's goods and possessions (see Mini-Storage) or retail sales (see Vehicle Sales and Leasing).

8. Vehicle Washing. The washing, waxing, or cleaning of automobiles or similar light vehicles, including self-serve washing facilities.

Section 20. Subsection 1 of Subsection B of Section 18.128.020 (Definitions) of Chapter 18.128 (General Terms) of Title 18 (Zoning) is hereby amended to read as follows:

1. Balcony. An unroofed platform, without stairs, that projects from the wall of a building that is surrounded by a railing or balustrade and does not require separate understructure for support, with access from an upper-floor window or door.

Section 21. Subsection 1 of Subsection D of Section 18.128.020 (Definitions) of Chapter 18.128 (General Terms) of Title 18 (Zoning) is hereby amended to read as follows:

1. Deck. An unroofed platform, either freestanding or attached to a building accessible by a door, with or without stairs, that is supported by piers, pillars, or posts.

Section 22. Subsection 4 of Subsection P of Section 18.128.020 (Definitions) of Chapter 18.128 (General Terms) of Title 18 (Zoning) is hereby amended to read as follows:

4. Porch. A covered but unenclosed projecting platform providing access to a door, with or without stairs, which extends from the main wall of a building that may or may not use columns or other ground supports for structural purposes. A porch that is screened-in, without a heating or cooling system, is considered unenclosed.

Section 23. **Severability.** Should any provision of this ordinance be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such provision shall be severed from the ordinance, and such severance shall not affect the remainder of the ordinance.

Section 24. **Effective Date; Posting.** This Ordinance shall take effect on the 31st day following adoption. The City Clerk is hereby directed to publish this Ordinance or a summary thereof pursuant to Government Code Section 36933.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE CITY COUNCIL HELD ON THE 6th DAY OF MARCH, 2024, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE 24TH DAY OF APRIL, 2024, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:

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

APPROVED:

MARK TURNER, Mayor

ATTEST:

MICHELLE BIGELOW, City Clerk

CERTIFICATE OF THE CITY CLERK

I, MICHELLE BIGELOW, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 2352, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the 24th day of April, 2024.

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

DATE: _____

MICHELLE BIGELOW, City Clerk

CITY COUNCIL STAFF REPORT

MEETING DATE: April 24, 2024

PREPARED BY:

Tanya Carothers, Environmental Services Administrator

APPROVED BY: City Manager

APPROVE A CONSULTANT AGREEMENT WITH SAN JOSE CONSERVATION CORPS FOR RECYCLING AND REUSE HOTLINE AND WEBSITE ADMINISTRATION PROJECT IN THE AMOUNT OF \$544,400

RECOMMENDATION(S)

1. Approve a contract with San Jose Conservation Corps for \$544,400 to provide Recycling and Reuse Hotline and Website Administration Services with \$4,400 allocated to FY 2023-24, and \$180,000 allocated annually thereafter through FY 2026-27, contingent on approval of the annual funds by the Recycling and Waste Reduction Commission; and
2. Authorize the City Manager to execute and administer the consultant agreement with San Jose Conservation Corp, and to enter into up to two one-year extensions of the contract; and
3. Adopt a Resolution appropriating an additional \$4,400 to the City's Countywide Solid Waste Program for FY 2023-24 (Fund 246).

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Protecting the Environment

REPORT NARRATIVE:

Per Ordinance 2321, purchases up to \$300,000 can be made under the City Manager's purchasing authority if they are made exclusively with Countywide funds for the administration of the Countywide Solid Waste Program.

The purpose of this report is to provide the City Council with an opportunity to adopt a Resolution appropriating an additional \$4,400 in the City's Countywide Solid Waste Program (see Attachment 1) for FY 2023/24, and to approve a contract with the San Jose Conservation Corp (SJCC) for \$544,400 to provide Recycling and Reuse Hotline and Website Administration Services (R&R Hotline and Website Services) from June 2024 through FY 2026/27 (see Attachment 2).

Background

In July 2021, City of Morgan Hill staff began providing Technical Advisory Committee (TAC) Administrator and Contracting Agent roles for administering the work of the

Countywide Solid Waste Program. The County has retained the third role of Fiscal Agent for these programs and is the entity authorized and responsible for collecting County solid waste fees as well as managing and reporting to the State on various Countywide solid waste planning efforts.

One of the largest contracts the City administers has been with San Jose State University (SJSU) for implementation of R&R Hotline and Website Services. This program provides a one-stop-shop for Santa Clara County residents to find out how to responsibly dispose of their solid waste goods and/or to connect residents with opportunities for reuse, allowing the item a second life instead of going to a landfill. FY 2023/24 is SJSU's final year running the R&R Hotline and Website Services. A competitive Request for Proposals (RFP) was released in late 2023 to find a new vendor for these services and San Jose Conservation Corps (SJCC) was selected.

Proposed Contract

Because of the complex nature of the R&R Hotline and Website Services program, the Recycling and Waste Reduction Commission (RWRC) Implementation Committee (IC) voted to support a three-year contract for \$180,000 per year to allow adequate time for the selected new vendor to establish the program and to support the anticipated innovation that will occur as the program matures with the new vendor over several years. The RWRC IC also elected to enter into contract with the new vendor starting in FY 2023/24 to allow a period of overlap where the new vendor could train on the R&R Hotline and Website Services with support from the current vendor (SJSU). The approximately three-year contract will total \$544,400, with \$4,400 allocated to FY 2023/24 for training in June, and \$180,000 allocated annually thereafter through FY 2026/27, contingent on approval of the annual funds by the RWRC. To support the June 2024 training, the City's current 2023/24 budget for this program will be amended as shown in the following table:

Recycling and Reuse Hotline and Website Administration Program 2023/24 Budget Summary

CURRENT Program Budget to Cover Expenses under SJSU Contract	\$118,000
ADD New Vendor SJCC Training Costs	\$4,400
REVISED Program Budget for 2023/24 with Approval of Resolution	\$122,400

COMMUNITY ENGAGEMENT:

Not Applicable

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

ALTERNATIVE ACTIONS:

The City Council could decline approval of the proposed contract for \$544,400. In this scenario, the City would be unable to administer R&R Hotline and Website Services which is work that participating jurisdictions have asked that the City implement in its role as the Countywide Solid Waste Program Contracting Agent and Administrator.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council has not taken prior action on this proposed contract.

FISCAL AND RESOURCE IMPACT:

The R&R Hotline and Website Services program was approved by the RWRC as a funded project using County solid waste planning fees as part of the FY 2024/25 budget. Therefore, the first \$180,000 of the proposed \$544,400 contract with SJCC will be included in the City's recommended contract budget for FY 2024/25 in the Countywide Solid Waste Program under Fund 246. Completion of the additional two years of the contract will be contingent on annual approval of the \$180,000 of funding by RWRC for 2025/26 and 2026/27.

The cost for training of the new vendor for R&R Hotline and Website Services was approved by RWRC in February 2024 to allow a period of overlap in June 2024 where the new vendor could train on the services with support from the current vendor (SJSU). The training costs still need to be added to the City's contract budget for Countywide Solid Waste Services. The additional \$4,400 will be appropriated to Fund 246 via the attached resolution and budget scorecard (Attachment 1). This increase in expense is completely offset by an increase in revenue as explained below.

As Fiscal Agent, the County is the entity authorized and responsible for collecting County solid waste fees as well as revenues from other sources (e.g. grant funds, jurisdiction contributions, etc.). The City sends a Fund Transfer Request quarterly to the County to cover costs related to the City's role as TAC Administrator and Contracting Agent as well as all contract costs. The City's Fund Transfer Requests will cover the costs associated with the contract and there will be no net impact on the General Fund. Because of the Fund Transfer Requests, in no case would Fund 246 go into a negative balance. However, there is a possibility that Fund 246 will have a positive balance at the end of the year if some of the planned contract expenditures come in under budget. Any balance in Fund 246 at the end of the year would be available for future expenditures on the countywide solid waste programs.

CEQA (California Environmental Quality Act):

Not a Project

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

RESOLUTION NO. 24-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MORGAN HILL APPROVING AN AMENDMENT TO
THE CITY'S FISCAL YEAR 2023-2024 BUDGET IN THE
COUNTYWIDE SOLID WASTE PROGRAM FUND (FUND
NO. 246) TO APPROPRIATE \$4,400.00, THEREFOR**

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

WHEREAS, the reasons supporting this Resolution are set forth in detail in that certain City Council Staff Report entitled "Adopt a resolution amending the City's 2023-24 Countywide Solid Waste Budget and Approve Contract for Recycling and Reuse Hotline and Website Administration Project" submitted for City Council consideration at its meeting of April 24, 2024, submitted to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

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

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

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

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

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

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

- a. That the City's previously adopted Fiscal Year 2023-2024 Budget, as the same has been amended to date, is hereby further amended in accordance with and as

reflected on Exhibit A attached hereto and incorporated herein by this reference;
and

- b. That the City Clerk is hereby authorized and directed to forward a copy of this Resolution to the City's Finance Director, who is hereby authorized and directed to take all actions necessary to implement the terms of this Resolution pertaining to the Fiscal Year 2023-2024 Budget of City.

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

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Morgan Hill at its meeting held on this 24th day of April 2024 by the following vote:

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

APPROVED:

ATTEST:

MARK TURNER, Mayor

MICHELLE BIGELOW, City Clerk

— **CERTIFICATION** —

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. 24-_____ adopted by the City Council at the meeting held on the 24th day of April 2024.

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

DATE: _____

MICHELLE BIGELOW, City Clerk

AGENDA BUDGET SCORECARD

FISCAL YEAR 2023-2024

ADJUSTMENT #

019

FUND:	246	Countywide Solid Waste Administration
FUNTION:	40	Public Services
DEPARTMENT:	40	Public Services
DIVISION:	5820	Countywide Solid Waste Program Management
OBJECT:	42231	CONTRACT SERVICES

AGENDA DATE: 04/24/24

AGENDA ITEM TITLE: Recycling and Reuse Hotline and Website Administration Project

	07/01/23 BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI- ATIONS	06/30/24 PROJECTED ENDING FUND BALANCE
ORIGINAL BUDGET	239,294	1,645,138	1,779,631	104,801
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	298,862	298,862	-
RECOMMENDED ACTION		4,400	4,400	-
RESULT OF RECOMMENDED ACTION	<u>239,294</u>	<u>1,948,400</u>	<u>2,082,893</u>	<u>104,801</u>

CONSULTANT AGREEMENT San Jose Conservation Corps

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

1. **City Authority.** This Agreement is entered into pursuant to the authority of the City Manager pursuant to Chapter 3.04 of the Morgan Hill Municipal Code.
2. **Term of Agreement.** This Agreement shall cover services rendered from June 1, 2024 through June 30, 2027 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement, at the City's sole discretion for a maximum additional two one year periods. Any such extension shall be in writing and signed by both Parties to this Agreement. CONSULTANT shall not commence any work under this Agreement without a written Notice to Proceed from City Representative. CITY will determine at its sole discretion whether to proceed with the June 1, 2024 through June 30, 2024 services under this Agreement.
3. **Scope of Service.** The services to be performed by CONSULTANT shall be reuse and recycling phone hotline, website administration and education services as further described in **Exhibit A**.
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$544,400.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed Five Hundred Forty-Four Thousand Four Hundred dollars and shall be billed based on the rate and basis set forth in **Exhibit B**. If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT, so long as City Council has appropriated sufficient funds therefor and pending annual approval of funds by the Santa Clara Recycling and Waste Reduction Commission, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for the term exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council.
 - 4.2. **Billing.** CONSULTANT shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 13 Notices. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

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

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

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

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

7.1. **Insurance Types and Amounts.**

7.1.1. **Commercial General Liability (CGL).** CONSULTANT shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

- 7.1.2. Automobile Liability. CONSULTANT shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if CONSULTANT does not own automobiles, then CONSULTANT shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 7.1.3. Workers' Compensation Insurance and Employer's Liability. CONSULTANT shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If CONSULTANT is self-insured, CONSULTANT shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.
- 7.1.4. Pollution (Environmental) Liability. If the performance of CONSULTANT'S work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, CONSULTANT shall procure and maintain Pollution Liability covering the CONSULTANT'S liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 7.1.5. Professional Liability.
- 7.1.5.1. If the performance of CONSULTANT's work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), CONSULTANT shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if CONSULTANT maintains a claims-made policy, CONSULTANT shall provide written evidence of such insurance to the CITY for at least five (5) years after the completion of work performed under this Agreement.
- 7.1.5.2. If the performance of CONSULTANT's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), CONSULTANT shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim,

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

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

- 7.2. Endorsements. CONSULTANT shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

- 7.2.1. General Liability and pollution liability (when pollution liability applies).

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

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

7.2.1.3. "Primary and Non-Contributing" - Insurance shall be endorsed to be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 01.

- 7.2.2. Workers Compensation.

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

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

- 7.4. Certificates. CONSULTANT shall furnish CITY of Morgan Hill with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, CONSULTANT shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to the CONSULTANT's agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. A "material change" is a change that results in non-compliance with any insurance requirements in this section 7. Certificates, including renewal certificates, may be mailed

electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

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

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

9. **Compliance with Law.**

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

9.2. Compliance with Wage and Hour Laws: Consultant, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

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

Prior Judgments against CONSULTANT and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT CONSULTANT OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that CONSULTANT or an subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or CONSULTANT learns of such a judgment, decision, or order that was not previously disclosed, CONSULTANT shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes

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

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

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

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

10. **Independent Contractor.** CONSULTANT is an independent contractor and not an agent or employee of CITY.

11. **Confidentiality.** All data, documents, or other information received by CONSULTANT from CITY or prepared in connection with CONSULTANT'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by CONSULTANT without prior written consent by CITY.

12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

13. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of CONSULTANT is as follows:

San Jose Conservation Corps
1560 Berger Drive
San Jose, CA 95112

Address of CITY is as follows:

Kathryn Pisano,	TAC	with a copy to:
Administrator		City Clerk
City of Morgan Hill		City of Morgan Hill
17575 Peak Avenue		17575 Peak Avenue
Morgan Hill, CA 95037		Morgan Hill, CA 95037

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

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

16. **Maintenance of Records.**

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

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

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

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

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

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

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

21. **Defense and Indemnification.**

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

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

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

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

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

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

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

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

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

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

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

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

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[Signatures on Next Page]

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

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

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

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

ATTEST:

CITY OF MORGAN HILL

City Clerk/Deputy City Clerk

City Manager

Michelle Bigelow
Print Name

Christina J. Turner
Print Name

Date: _____

Date: _____

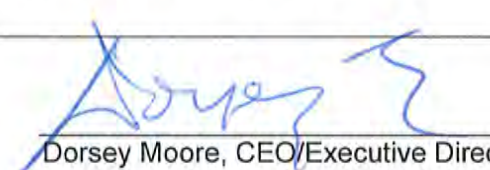
APPROVED AS TO FORM:

SAN JOSE CONSERVATION CORPS

City Attorney

By: _____

Donald A. Larkin
Print Name


Dorsey Moore, CEO/Executive Director

Date: _____

Date: 4/15/24

By: _____


Kim Nguyen, Controller

Date: 4/12/24

**EXHIBIT A
SCOPE OF SERVICES**

**REUSE AND RECYCLING HOTLINE, WEBSITE ADMINISTRATION SERVICES AND EDUCATION
FOR THE NEXT GENERATION OF ENVIRONMENTAL PROFESSIONALS**

FY 24/25 – FY 27/28 SCOPE OF WORK

SERVICE REQUIREMENTS

TASK 1: REUSE AND RECYCLING HOTLINE ADMINISTRATION

- A. CONSULTANT shall maintain an ADA Title IV complaint designated 1-800 number on behalf of the Recycling and Waste Reduction Commission (RWRC) and transfer the phone number back upon termination or conclusion of the contract.
- B. CONSULTANT shall staff an appropriate number of recycling and waste reduction customer services representatives to provide adequate phone service coverage from 8:30-4:30 p.m., Monday-Friday, excluding county recognized holidays. Phone service coverage hours may change upon request by CSWS. Phone wait times shall be no longer than 2 minutes during normal operating hours. Any unanswered phone calls or inquiries that go to voicemail shall be responded to within 24 hours during the business week.
- C. CONSULTANT shall draft a comprehensive phone script that addresses all inquiries related to solid waste and hazardous waste. The script shall integrate the most up to date waste hierarchy to promote redesign, reducing, reusing, recycling, and then sustainable disposal when providing guidance to residents and businesses. The phone (or service) script shall include household hazardous waste material management options, with a preference for promoting the Extended Producer Responsibility Programs before Santa Clara County's (County) HHW Programs. Additionally, the script may be subject to review upon request by Countywide Solid Waste Services (CSWS).
- D. CONSULTANT shall ensure service staff are provided with adequate, continuous training to stay current with evolving recycling and waste reduction issues and be proficient with each of the city's recycling programs to effectively provide assistance to residents and businesses within the County.
- E. CONSULTANT shall maintain a 24-hour voicemail (or comparable) system and respond to inquiries within 24 hours during the business week.
- F. CONSULTANT shall maintain a dedicated email address and respond to emails within 24 hours during the business week.
- G. CONSULTANT shall refer complaints, comments, suggestions, or queries related to curbside recycling programs to the designated City's recycling program.
- H. CONSULTANT shall keep detailed and accurate call logs for all interactions handled by consultant's representatives. This includes but is not limited to inquiries, complaints, comments, and suggestions related to recycling and waste reduction.

I. CONSULTANT shall submit call, email, and/or online chat logs to CSWS on behalf of the RWRC on a quarterly basis. The submission should be in an electronic format that is easily accessible and compatible with standard data analysis tools.

TASK 2: WEBSITE ADMINISTRATION SERVICES

Maintain the Santa Clara/San Mateo County Reuse and Recycling Data Repository that lists all the reuse and recycling locations available for residents in Santa Clara and San Mateo County and informs the website with up-to-date information so that the website is relevant and functional.

A. CONSULTANT shall allow direct communication with a subconsultant if this section is subcontracted.

B. CONSULTANT or subcontractor shall have relevant knowledge and subject matter expertise in administering, updating, and/or maintaining WordPress, PHP, or comparable website platforms.

C. CONSULTANT shall maintain www.recyclestuff.us or mutually agreed upon website, to serve as a reuse and recycling information source.

D. CONSULTANT shall have the ability to verify and update the data repository of recycling facilities/businesses/locations annually, at minimum, to ensure residents and businesses searching for reuse, recycling, and/or management options have access to the most up-to-date information.

E. CONSULTANT shall accept guidance from CSWS and the legislative bodies of the RWRC on the functionality, paid advertising, and aesthetics of the website.

F. CONSULTANT shall complete formatting website update requests completed within 3 business days and within 1 business day if the request is urgent. Urgent inquiries shall be determined at the discretion of CSWS Administrator and/or Contracting Agent.

G. CONSULTANT shall update the landing page with new content promoting timely recycling and waste reduction information quarterly.

H. CONSULTANT shall provide CSWS staff with authority to access the website to add, edit, and/or approve changes made to all Santa Clara County company location repository, and its surrounding areas. Provide San Mateo County staff with similar access, editing and approval functions.

I. CONSULTANT shall maintain an effective landing page interface that is intuitive and promotes recycling and waste reduction messaging and/or programs that are updated at a frequency agreed upon between the consultant and CSWS.

J. CONSULTANT shall maintain a search function on the website that shall be searchable by materials, keywords, synonyms, city, and company/organization and convenient to use by all residents.

K. CONSULTANT shall ensure the website is ADA compliant and has capacity to allow mobile users to effectively engage with the site.

L. CONSULTANT shall integrate Google Analytics or a comparable evaluation platform to effectively obtain analytics for quarterly reports or upon request.

M. CONSULTANT shall ensure all information published on the website is up to date and current.

N. CONSULTANT shall utilize Google Ads or similar media advertisement channels to promote the website Countywide with a budget agreed upon between the consultant and CSWS.

O. CONSULTANT shall partner with the participating jurisdictions to promote the website upon request.

P. CONSULTANT shall brand the website with the current RWRC logo and reflect the look and feel of the branding specifications provided by CSWS.

Q. CONSULTANT shall transfer the website and any associated documents back to CSWS on behalf of the RWRC upon termination of or the conclusion of the contract.

TASK 3: RECYCLING DATA REPOSITORY ADMINISTRATION

A. CONSULTANT shall conduct ongoing research to identify new companies and organizations for integration into the database.

B. CONSULTANT shall update each existing recycling/reuse location at a minimum of one time a year per an in-person visit, phone call, email, and/or website verification inquiry to ensure the reuse/recycling information associated with the location is accurate and up to date for residents and businesses in the County.

C. CONSULTANT shall maintain synonyms for materials so that any member of the general public can find a material if they do not know the exact word.

D. CONSULTANT shall maintain a data directory that includes information unique to each facility, city, or product.

Data fields shall include:

- i. Recycling and reuse service providers/companies.
- ii. Public and privately owned companies.
- iii. Business type (e.g. Non-profit organizations or for-profit organizations).
- iv. Reuse, recycling, and disposal categories with a preference for reuse.
- v. Materials accepted by curbside recycling programs.
- vi. Preparation and sorting requirements for materials.
- vii. Types of recycled content made available for purchase.
- viii. Contact information that includes phone, email, and website.
- ix. Hours and days of operation.
- x. Pick-up, drop-off, and mail-in services.
- xi. Which cities the providers/companies serve.
- xii. Services provided may include free/no-cost, buy-back, and applicable fees, if any.
- xiii. Date of last update.

TASK 4: FOSTERING THE NEXT GENERATION OF RECYCLING AND WASTE REDUCTION PROFESSIONALS

A. CONSULTANT shall foster the next generation of recycling and waste reduction professionals through the Zero Waste Training Pathway, a one-year vocational program designed to provide training on the necessary skills and knowledge to become leaders in sustainable waste management with the following specifications:

- i. Host 13 workshops covering various principles and practices where participants receive comprehensive education in recycling and waste reduction. Participant metric expectations shall be agreed upon mutually between the consultant and CSWS on behalf of the RWRC.
- ii. Utilize innovative recruitment platforms to recruit participants and have no less than 25 students enrolled in the Program.
- iii. The workshops shall be accredited by San Jose State University with an opportunity to receive 1 Continuing Education Unit (CEU) by August 31, 2024.

B. CONSULTANT shall collaborate with external partners, such as Green Education and San Francisco Department of the Environment, or other relevant partners recommended by the RWRC to develop and implement a standard training curriculum and education for the next generation of young professionals. On the job training may include but may not be limited to collecting various recyclable materials, such as e-waste, tires, and mattresses.

TASK 5: QUARTERLY REPORTS

A. CONSULTANT shall develop and submit fiscal year quarterly reports to CSWS with information that include but may not be limited to the following:

- i. A report on pertinent service information that includes but is not limited to substantive changes to website or hotline operations, emerging areas of interest or inquiry.
- ii. Number of email inquiries.
- iii. Number of Vocational Pathway Program participants currently enrolled and number of participants who have completed the Program
- iv. Website Analytics that may include but may not be limited to:
 - IP addresses
 - Redirect from other websites
 - Reach/impressions by jurisdiction
 - Key search terms used
- v. Phone (service) analytics that specifies the number of phone calls made from each jurisdiction.
- vi. Reuse/Recycling data repository update status – number of locations updated, number of locations removed, number of locations added, new locations to note.
- vii. Unique product and/or material inquiries made.
- viii. Emerging recycling/reuse need trends synthesized from call (or service) and website analytics.
- ix. Relevant Diversity Equity and Inclusion (DEI) accomplishments or activities conducted

B. CONSULTANT shall submit quarterly reports for the most recent quarter by the end of the following month for inclusion in a TAC meeting agenda packet.

TASK 6: ADMINISTRATION, MEETINGS, RESPONSES TO RWRC CSWS REQUESTS, AND PAYMENT TERMS

I. MEETINGS AND RESPONSES TO REQUESTS:

- A. CONSULTANT shall meet with TAC Administration or participating jurisdictions upon request.
- B. CONSULTANT shall attend Public Education Subcommittee meetings, in-person or online dependent on meeting requirements, on a quarterly basis, to obtain guidance on phone hotline and/or website administration services from TAC Administration and the participating jurisdictions.
- C. CONSULTANT shall attend TAC meetings quarterly to provide an update and answer quarterly report inquiries
- D. CONSULTANT shall present an annual report to the RWRC TAC, either in-person or online, depending on meeting participation requirements.
- E. CONSULTANT shall attend any Recycling and Waste Reduction Commission meeting, upon request, with 2 weeks' advance notice from TAC Administration.
- F. CONSULTANT shall respond to requests and communication from TAC Administration within 1 - 2 business days.

II. PAYMENT TERMS

- G. CONSULTANT shall submit a quarterly invoice that includes the following:
 - i. Company/Institution letterhead
 - ii. Current company/Institution address
 - iii. Invoice #
 - iv. Invoice date
 - v. Total cost
 - vi. Personnel labor breakdown
 - vii. Amount owed
 - viii. Amount previously billed for in the fiscal year
 - ix. Amount remaining in the agreement
 - x. Cost breakdown for staff and services split between San Mateo and Santa Clara County
- H. CONSULTANT shall submit a quarterly report with each invoice.
- I. CONSULTANT shall provide the supporting documents upon invoice submittal upon request to support substantive charges:
 - i. Payroll registers
 - ii. Timesheets
 - iii. Authorized travel expenses
 - iv. Service acknowledgement forms
 - v. Any additional documentation as requested
 - vi. CSWS shall reserve the right to withhold payment on invoices until the consultant provides the adequate supporting documents requested. The adequacy of the supporting documentation is at the sole discretion of CSWS.
- J. CONSULTANT may reallocate task budget amounts outlined in the cost breakdown (exhibit ?) as needed to fulfill service deliverables and shall notify CSWS before the funds are reallocated.

TASK 7: CONTINGENCY FUNDS

A. CONSULTANT may utilize these funds if needed to fulfill unanticipated service needs throughout the contract term.

B. CONSULTANT shall notify CSWS before the contingency funds are expended.

TASK 8: STAFF TRAINING FOR HOTLINE SERVICES IN 2024

Transition of services from previous consultant for website services

A. CONSULTANT will be available to transition and train on website services with County of San Mateo staff including website administration and supporting data repository list updates.

B. CONSULTANT shall prepare for and arrange resources to support a seamless transition of services for the launch date of the new consultant providing all website services starting July 1st, 2024.

C. CONSULTANT shall work concurrently with San Mateo County to foster a seamless transition of website administration services from the previous contractor.

Transition of services from previous consultant for hotline services

C. CONSULTANT shall be available to work with the current consultant (San Jose State University) and CSWS during June 2024 to transition and train on hotline services.

D. CONSULTANT shall prepare for and arrange resources to support a seamless transition of services for the launch date of the new consultant providing all hotline services starting July 1st, 2024.

EXHIBIT B
SCHEDULE OF COMPENSATION RATES

Please see attached Cost Proposal on next page

EXHIBIT B

Schedule of Compensation -Cost Proposal Form

(To be executed by consultant and submitted with proposal)

BASE COST PROPOSAL *

Item	Deliverable	Amount Year 1	Amount Year 2	Amount Year 3	Total
Task 1	Reuse and recycling administration	\$101,460.63	\$101,460.63	\$101,460.63	\$304,382.63
Task 2	Website administration services	\$9,091.80	\$9,091.80	\$9,091.80	\$27,275.40
Task 3	Recycling data repository administration	\$40,584.25	\$40,584.25	\$40,584.25	\$121,752.75
Task 4	Fostering the next generation of recycling and waste reduction professionals	\$8,116.85	\$8,116.85	\$8,116.85	\$24,350.55
Task 5	Quarterly Reports	\$4,058.43	\$4,058.43	\$4,058.43	\$12,175.29
Task 6	Administration, meetings, responses to requests and payment terms	\$8,116.85	\$8,116.85	\$8,116.85	\$24,350.55
Task 7	Contingency 5%	\$8,571.20	\$8,571.20	\$8,571.20	\$25,713.60
GRAND TOTALS		\$180,000	\$180,000	\$180,000	\$540,000

Base costs shall include travel, supplies, hourly rate and **all other costs deemed necessary to perform the work. Base costs shall not exceed \$180,000 including 5% contingency.*

***CONSULTANT may reallocate task budget amounts as needed to fulfill service needs and shall notify CSWS before the funds are reallocated.*

TRANSITION COST PROPOSAL: June 2024 Hotline Transition Services**

Item	Deliverable	Amount Year 1**	Amount Year 2	Amount Year 3	Total
Task 8	Staff training for Hotline Services in June 2024	\$4,400	NA	NA	

**It is anticipated that staff training will take no more than 80 staff hours for the month of June.*

Personnel		Hourly Rate	Hours/week	Annual Total
Staff	1	\$66.16	15	\$51,604.80
Corpsmember	1	\$52.32	40	\$106,732.80
Total personnel	Bill rate includes all personnel costs			\$158,337.60
Other Direct Costs				
Website Management	All website work other than data verification will be billed at a rate of \$300 per hour for website design, maintenance and edits. This proposal includes up to 30 hours of website design, however if client requests work that requires more than 30 hours in the fiscal year, client will be invoiced at a rate of \$300.00 per hour. SJCC has the right to decide on whether or not to subcontract the website work out. In either case hourly rate will be \$300 per hour			\$9,091.00
Chat Line				\$2,500.00
Outreach/Duplicating/Printing				\$1,500.00
Contingency 5%				\$8,571.43
Total				\$180,000

EXHIBIT C
SCHEDULE OF PERFORMANCE

Consultant to work with TAC Administrator regarding the scheduling and delivery of services in Exhibit A: Scope of Services

CITY COUNCIL STAFF REPORT

MEETING DATE: April 24, 2024

PREPARED BY:

Cynthia Iwanaga, Management Analyst

APPROVED BY: City Manager

APPROVE FIRST AMENDMENT TO ENVIRONMENTAL SYSTEMS, INC. HVAC MAINTENANCE SERVICES AGREEMENT

RECOMMENDATION(S)

1. Approve the First Amendment to the maintenance services agreement with Environmental Services, Inc. (ESI) to increase the amount by \$600,000 for a total agreement amount of \$1,262,944.
2. Authorize the City Manager to execute and administer the first amendment with Environmental Services, Inc.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Maintaining and Enhancing Infrastructure

2024-2025 Strategic Priorities

Fiscal Sustainability

REPORT NARRATIVE:

The purpose of this report is to provide the City Council with an opportunity to consider an amendment to the City's agreement for Heating, Ventilation, and Air Conditioning (HVAC) maintenance, repair, and replacement services with Environmental Systems, Inc. (ESI) that will, if approved, increase the total amount of the two-year agreement by \$600,000 from \$662,944 to \$1,262,944.

The City has long contracted for professional HVAC preventative maintenance, repair, and replacement services at the City's facilities. The City's current agreement with Environmental Systems, Inc. expires on October 31, 2025. An additional \$600,000 is being requested for HVAC control system upgrades and repair and replacement services due to the higher than anticipated number of HVAC units that have been replaced at City facilities this Fiscal Year 2023-2024. As the City's facilities age, original equipment has begun to fail, and repairs do not always make financial sense given the remaining operational life of the unit.

The original two-year budget for repair and replacement services was \$600,000. In the past year, expensive HVAC equipment has had to be repaired or replaced at City facilities, including a Community and Cultural Center HVAC unit, the Community Playhouse heat pump, an Aquatic Center pool heater, and two HVAC units at the Centennial Recreation Center. As a result, the projected remaining amount available on the existing agreement for repairs and replacements is less than \$100,000 through October 31, 2025. While these replacements are expensive, they are accounted for and have funding available within the City's Facility Replacement Fund (741). For this reason, staff is recommending that a First Amendment be approved in the amount of \$600,000 in order to provide additional allocation in this service agreement for repairs and replacements moving forward. The City is anticipating future additional needs at the City facilities in the coming year.

COMMUNITY ENGAGEMENT:

Not Applicable

As HVAC preventative maintenance and repair services are a regular and expected City service, no efforts were made to inform the community about this proposed agreement.

ALTERNATIVE ACTIONS:

The City Council could decline to approve the amendment, but this is not recommended as the repair and replacement of HVAC units is essential to ensuring City facilities' heating and cooling systems operate properly at optimal levels for good indoor air quality as well as the continuing energy and cost efficiency of the HVAC systems.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council previously awarded the agreement to ESI on October 4, 2023.

FISCAL AND RESOURCE IMPACT:

The additional \$600,000 for repair and replacement costs in Fiscal Year 2023-24 and Fiscal Year 2024-25 are being expended from the Building Replacement Fund (Fund 741). The remaining allocation under this agreement for Fiscal Year 2024-25 and Fiscal Year 2025-26 will be budgeted in the General Fund (010), Building Maintenance Fund (740), and the Building Replacement Fund (Fund 741).

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 (Existing Facilities), as the subject work involves the repair, maintenance or minor alterations of existing City facilities involving negligible or no expansion of use of those facilities.

**FIRST AMENDMENT TO AGREEMENT
ENVIRONMENTAL SYSTEMS, INC.**

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and ENVIRONMENTAL SYSTEMS, 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 First 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 October 6, 2023, for services for a maximum compensation of Six Hundred Sixty-Two Thousand Nine Hundred Forty-Four Dollars (\$662,944.00) ("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 4.1 shall be amended and replaced in its entirety by the following:

"4.1. **Amount.** Compensation under this Agreement shall not exceed ONE MILLION TWO HUNDRED SIXTY-TWO THOUSAND NINE HUNDRED FORTY-FOUR DOLLARS (\$1,262,944.00) and shall be billed based on the rate and basis set forth in **Exhibit B.**"

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.

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[Signatures on the Next Page]

3. **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:

CITY OF MORGAN HILL

Michelle Bigelow, City Clerk

Date: _____

Christina Turner, City Manager

Date: _____

APPROVED AS TO FORM:

ENVIRONMENTAL SYSTEMS, INC.

Donald Larkin, City Attorney

Date: _____

By: _____

Title: _____

V.C. Eufantio
President
Print Name and Title of Signer.

If Corporate: Chairman, President or Vice President

Date: _____

By: _____

Title: _____

E.C. Eufantio
Corp Sec
Print Name and Title of Signer.

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

Date: _____

126-04-23-042

exhibit 1

MAINTENANCE SERVICE AGREEMENT
Environmental Systems, Inc.

THIS AGREEMENT is entered into and becomes effective on 10/6/2023 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Environmental Systems, 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 October, 04, 2023.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until October 31, 2025 at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum of three one-year extensions. 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 full service maintenance and repair of heating, ventilating, and air conditioning (HVAC) equipment at City facilities as further described in **Exhibit A**.
4. **Compensation.** SERVICE PROVIDER shall be compensated as follows:
 - 4.1. **Amount.** \$662,944.00. Total compensation to SERVICE PROVIDER under this Agreement during its initial term set forth in Section 2 above shall not exceed Six Hundred Sixty-Two Thousand Nine Hundred Forty-Four dollars for preventative maintenance in the amount of \$62,944 and repair costs in an amount not to exceed \$600,000 to be performed on an as-needed basis and pre-approved by City Maintenance Staff, 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.
 - 4.2. **Billing.** SERVICE PROVIDER shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by SERVICE PROVIDER on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 14 Notices. Payment will be made to SERVICE PROVIDER within thirty (30) days of receipt of invoice by CITY. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided

in Exhibit B) up to the limit of compensation set forth above, that in the CITY'S judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

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

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

5.2. **Temporary Suspension of Services.** CITY'S need for services may be suspended due to unforeseeable or unavoidable circumstances beyond its control. Such circumstances include, but are not limited to, earthquake, fire, explosion, flood, or other natural catastrophe; governmental legislation, condemnation, acts, orders, or regulation; war or acts of terrorism; strikes or labor difficulties; and quarantine, epidemic, or pandemic. CITY shall provide a 5-days' written notice or less under urgent circumstances to temporarily suspend services at specific CITY facilities. CITY reserves the right to request which CITY facilities are to be serviced or not serviced due to unforeseeable or unavoidable circumstances; and the level of service at each CITY facility. Upon suspension, SERVICE PROVIDER shall submit to CITY an itemized statement of services performed for which compensation has not been paid up to the date of the suspension. No further payments will be made for services provided after the date of the suspension. CITY shall provide 5 days' written notice when the circumstances for the suspension of specific facilities' services are removed for SERVICE PROVIDER to commence providing services.

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

- 6.1. **Schedule.** SERVICE PROVIDER shall perform all work and services under this Agreement in conformance with the time schedule set forth on **Exhibit C**, "Schedule of Performance," attached hereto and incorporated herein by this reference. The City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement.
- 6.2. **Storage of Service Provider's Equipment.** If SERVICE PROVIDER desires to leave or store any of SERVICE PROVIDER'S equipment at a CITY site while SERVICE PROVIDER is performing work or service pursuant to this Agreement, SERVICE PROVIDER will first obtain the consent of the City Manager, or his/her delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at SERVICE PROVIDER'S sole risk.
7. **Hazardous Materials.** Without limiting any other requirement or obligation of SERVICE PROVIDER under this Agreement, if SERVICE PROVIDER needs to use any material or chemical considered to be a hazardous material under any federal, state, or local law, regulation or policy, SERVICE PROVIDER agrees to fully and timely abide by and comply with all laws, regulations and policies pertaining to the use, transport, removal, handling, disposal, or other activity related to any and all such materials or chemicals. Prior to commencement of work or services under this Agreement, SERVICE PROVIDER shall provide CITY with a complete list of the hazardous materials SERVICE PROVIDER reasonably anticipates it may need to use to provide the services of SERVICE PROVIDER under this Agreement, together with the reasonably anticipated quantities thereof, if requested by CITY.
8. **Insurance Requirements.** SERVICE PROVIDER shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of SERVICE PROVIDER, including its subcontractors, employees, and agents, relating to, or arising from, the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. Any deductibles or self-insured retentions must be declared to and approved by City. SERVICE PROVIDER further understands that CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to SERVICE PROVIDER, at any time as deemed necessary to protect the interests of CITY.
 - 8.1. **Insurance Types and Amounts.**
 - 8.1.1. **Commercial General Liability (CGL).** SERVICE PROVIDER shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
 - 8.1.2. **Automobile Liability.** SERVICE PROVIDER shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if SERVICE PROVIDER does not own automobiles, then SERVICE PROVIDER shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or

occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

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

8.1.5. Professional Liability.

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

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

insurance available to SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

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

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

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

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

8.2.1.3. "Primary and Non-Contributing" - Insurance shall be endorsed to be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 01.

8.2.2. Workers Compensation.

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

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

8.4. Certificates. SERVICE PROVIDER shall furnish CITY with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, SERVICE PROVIDER shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to SERVICE PROVIDER'S agreement with CITY shall be canceled or materially changed except after thirty (30)

days' notice by the insurer to CITY. A "material change" is a change that results in non-compliance with any insurance requirements in this section 8. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

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

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

10. **Compliance with Law.**

- 10.1. SERVICE PROVIDER and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. SERVICE PROVIDER and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon any basis prohibited by State or Federal law, including but not limited to, race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.
- 10.2. Without limiting the provisions of Section 10.1 above, each worker performing work under this Agreement shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. SERVICE PROVIDER shall post a copy of the applicable prevailing rates at the Worksite. Pursuant to Labor Code Section 1775, SERVICE PROVIDER and any Subcontractor shall forfeit to CITY as a penalty up to two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. SERVICE PROVIDER shall also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.
- 10.3. DIR Registration. CITY will not accept a Bid Proposal from or enter into a contract with a SERVICE PROVIDER, without first receiving proof to the satisfaction of CITY that SERVICE PROVIDER and its subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. Under Labor Code section 1771.4, this Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- 10.4. Compliance with Wage and Hour Laws: SERVICE PROVIDER, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

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

Prior Judgments against SERVICE PROVIDER and/or its Subcontractors: BY SIGNING THIS AGREEMENT, SERVICE PROVIDER AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT SERVICE PROVIDER OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. SERVICE PROVIDER FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or SERVICE PROVIDER learns of such a judgment, decision, or order that was not previously disclosed, SERVICE PROVIDER shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. SERVICE PROVIDER and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision, or order within five (5) days of satisfying the final judgment, decision, or order. CITY reserves the right to require SERVICE PROVIDER to enter into an agreement with CITY regarding the manner in which any such final judgment, decision, or order will be satisfied.

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

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

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

11. **Independent Contractor.** SERVICE PROVIDER is an independent contractor and not an agent or employee of CITY.

12. **Confidentiality.** All data, documents, or other information received by SERVICE PROVIDER from CITY or prepared in connection with SERVICE PROVIDER'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by SERVICE PROVIDER without prior written consent by CITY.

13. **Conflict of Interest and Reporting.** SERVICE PROVIDER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

14. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of SERVICE PROVIDER is as follows:

Environmental Systems, Inc.
3353 De La Cruz Blvd.
Santa Clara, CA 95054

Address of CITY is as follows:

Maintenance Manager	with a copy to:
City of Morgan Hill	City Clerk
17575 Peak Avenue	City of Morgan Hill
Morgan Hill, CA 95037	17575 Peak Avenue
	Morgan Hill, CA 95037

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

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

17. **Maintenance of Records.**

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

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

matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

- 17.3. **Ownership of Work Product.** All documents or other information developed or received by SERVICE PROVIDER for work performed under this Agreement shall be the property of CITY. SERVICE PROVIDER shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
18. **Familiarity with Work.** By executing this Agreement, SERVICE PROVIDER represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should SERVICE PROVIDER discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at SERVICE PROVIDER'S risk, until written instructions are received from CITY.
19. **Time of Essence.** Time is of the essence in the performance of this Agreement.
20. **No Assignment.** Neither this Agreement nor any portion shall be assigned by SERVICE PROVIDER, without prior written consent of CITY. Any attempted assignment not first approved by CITY shall be void and, at CITY'S option, shall terminate this Agreement effective as of the date of such attempted assignment.
21. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.
22. **Defense and Indemnification.**
- 22.1. **Defense and Indemnification.** SERVICE PROVIDER shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by SERVICE PROVIDER, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").
- 22.2. **Exceptions.** SERVICE PROVIDER is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence or willful misconduct of CITY.
- 22.3. **Not limited by insurance.** The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMS alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by SERVICE PROVIDER.
- 22.4. **Right to Offset.** CITY shall have the right to offset against any compensation due SERVICE PROVIDER under this Agreement any amount due CITY from SERVICE PROVIDER as a result of SERVICE PROVIDER'S failure to pay CITY promptly any indemnification arising under this Section (22) and any amount due CITY from SERVICE PROVIDER arising from SERVICE PROVIDER'S failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

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

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

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

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

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

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

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

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Signatures are on the following page.

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

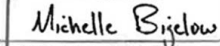
IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

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

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

ATTEST:

DocuSigned by:



City Clerk/Deputy City Clerk

Michelle Bigelow

Print Name

Date: 10/9/2023

APPROVED AS TO FORM:

DocuSigned by:



City Attorney

Donald A. Larkin

Print Name

Date: 10/5/2023

CITY OF MORGAN HILL

DocuSigned by:



City Clerk

Christina J. Turner

Print Name

Date: 10/6/2023

ENVIRONMENTAL SYSTEMS, INC.

By:

V.C. Infantino - President

Print Name and Title of Signer.

If Corporate: Chairman, President or Vice President

Date: 9/21/23

By:

E.L. Infantino - Corp. Sec.

Print Name and Title of Signer.

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

Date: 9/21/23

422478

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

Expiration Date(s) 5/31/2024

1000001175

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

Expiration Date(s) 6/30/2024

EXHIBIT A SCOPE OF SERVICES

Contractor will provide full-service HVAC maintenance and repair services and administer the duties and responsibilities set forth in this agreement, in compliance with all applicable laws, regulations, policies and procedures.

The work will include the provision of a complete maintenance and management program including, but not limited to the inspection, preventative maintenance, repair, programming and other tasks and services necessary to ensure safe, well maintained HVAC systems providing quality air for City employees and the public. Preventive maintenance and repairs may include, but not be limited to, rooftop variable air volume cooling units, rooftop cooling/heating package units, exhaust fans and water boilers. The successful vendor will be responsible for providing labor, supervision, materials, equipment, transportation, service and the shop facilities necessary to perform high quality work. Vendor will also be responsible for discarding all used materials.

1: SCOPE OF SERVICE

The Contractor shall provide full-service HVAC maintenance and repair services to City Facilities as outlined in this document. Contractor shall retain professional personnel who have successfully and competently provided municipal facility HVAC maintenance and repair services on projects of similar scope and complexity. It shall be the Contractor's responsibility to develop and implement a routine maintenance program to effectively maintain, to the satisfaction of the City representative, all aspects of HVAC systems in City defined facilities. For the purpose of this contract, routine preventative HVAC maintenance shall be defined as scheduled routine inspection and proactive servicing of HVAC systems so as to facilitate heating/cooling with a minimal downtime. The routine maintenance and all repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and be in conformance with all applicable laws, codes and regulations. The successful Contractor's maintenance program and repairs shall, at a minimum, include but not limited to the specifications outlined herein.

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 HVAC maintenance functions during hours of maintenance and for response after normal working hours. Contractor shall maintain the appropriate CSLB Contractor's 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. HVAC Preventative Maintenance Specifications as described in Attachment D to the Scope of Services.

3: TERM OF SERVICE

The term of the contract will be from November 1, 2023 through October 31, 2025. 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 November 1,

2025. This option will be exercised only if the Contractor has demonstrated superior performance in the provision of HVAC Maintenance and Repair Services to the City.

Pricing applies to the period of November 1, 2023 to October 31, 2025. If the contract is renewed, the annual maximum increase will be tied to the Consumer Price Index (CPI) not to exceed 5%, and allowed for each subsequent year beginning on November 1, 2025.

4: WORK HOURS

Scheduled maintenance and repairs shall typically occur during normal business hours. Facility business hours are:

**Aquatics Center Monday through Friday 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.),
Sundays 11:30 a.m. to 6:30 p.m. (summer season only).**

**Centennial Recreation Center Monday through Friday from 5:00 a.m. to 9:30 p.m.,
Saturdays from 6:30 a.m. to 5:00 p.m.,
Sundays from 6:30 a.m. to 5:00 p.m.**

City Hall Monday through Friday 8:00 a.m. to 5:00 p.m.

**Community and Cultural Center Monday through Friday 8:00 a.m. to 5:00 p.m.
Saturday and Sunday 8:00 to 5 :00 p.m.**

Community and Cultural Center Building B Monday through Friday 8:00 a.m. to 5:00 p.m.

Friendly Inn Monday through Friday 8:00 a.m. to 5:00 p.m.

Police Department Monday through Friday 8:00 a.m. to 5:30 p.m.

Corporation Yard Monday through Friday 7:00 a.m. to 3:30 p.m.

The Villas Monday through Friday 8:00 a.m. to 5:00 p.m.

Information Services Monday through Friday 8:00 a.m. to 5:00 p.m.

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.....4-hour response time

NON-EMERGENCIES.....24-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. Contractor's inability to respond to emergencies in a timely manner will result in a penalty fee of \$100.

6: TROUBLE-CALL/REPAIR SERVICE

Should the City request the Contractor to correct trouble with HVAC equipment between scheduled preventative maintenance service, the City shall be responsible for labor and travel costs associated therewith. Rates shall be firm for the term of the contract.

The City reserves the right to contract with others for trouble calls and repairs.

7: TRAVEL TIME FOR PREVENTATIVE MAINTENANCE

Travel time is included in the Preventative Maintenance Cost as stated in Contractor's "BID SCHEDULE FOR PREVENTATIVE MAINTENANCE FEES INCLUDING TRAVEL TIME".

8: TRAVEL TIME FOR REPAIRS

A flat travel fee of \$50 will be charged for all repair visits.

9: BILLABLE WORK

All work beyond and in addition to the scope of the contract shall be considered billable hours and will require that an estimate for that proposed work be provided to the City Representative for consideration and approval prior to work being completed. 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.

10: STAFFING, WORKMANSHIP AND QUALITY LEVEL

The Contractor shall provide a staffing level that will provide the desired level of customer service, program support, and HVAC Maintenance and Repair services at designated City facilities. All work shall be performed by journey level staff directly employed and supervised by the Contractor. 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. The Contractor shall have the knowledge, ability, and technical expertise to remotely monitor, interpret and troubleshoot problems prior to arriving on site utilizing interfaces to any existing or future Energy Management Control System (EMCS), as well as the knowledge, ability, and technical expertise to diagnose and repair components of the EMCS including, but not limited to, sensors, actuators, controllers, man machine interfaces and logic.

11: MAINTENANCE AND REPAIR LOCATIONS

See Attachment A

12: TOOLS AND EQUIPMENT

The Contractor shall furnish and maintain all equipment necessary for properly servicing and maintaining HVAC 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.

13: PARTS AND MATERIALS

The Contractor shall furnish all parts and materials necessary for properly maintaining and repairing HVAC 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.

14: ENERGY MANAGEMENT CONTROL SYSTEM

The Contractor shall interpret and respond to problems and maintenance issues identified by the energy management control systems (EMCS) in place at the Centennial Recreation Center, Community Center and City Hall building. Systems shall be monitored at least weekly, and more frequently when known issues are present or reported. The Contractor shall strive to share the knowledge of the EMCS functions, and have the ability to assist City maintenance staff become more aware of the issues/problems that the EMCS may be indicating, thus minimizing unnecessary service calls. The Contractor shall have the knowledge, ability, and technical expertise to remotely monitor, interpret and troubleshoot problems prior to arriving on site utilizing interfaces to any existing or future EMCS, as well as the knowledge, ability, and technical expertise to diagnose and repair components of the EMCS including, but not limited to, sensors, actuators, controllers, man machine interfaces and logic. Existing energy management systems are varied models and manufacturers and are unique to each building. Contractor must receive authorization from the City Representative before sending staff to respond to EMCS alarms.

15: FIRST SERVICE AT EACH FACILITY

During the first service at each site the Contractor will make recommendations on repairs or upgrades to systems within 60 days. City Representative will respond to these recommendations within 30 days of receiving them.

16: INSPECTIONS AND REMEDIES

So as to ensure consistent quality of the work being performed, the City Representative will perform periodic inspections of HVAC 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.

17: 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.

18: 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 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.

19: 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).

20: REPORTS / INVOICING

All invoices to be submitted with a detailed summary of all work and repairs performed. Should a repair need to be made over \$1,000 a quote will need to be provided to the City maintenance staff before any work can be authorized.

EXHIBIT A-SCOPE OF WORK***ATTACHMENT A*****CITY OF MORGAN
HVAC FACILITIES LOCATIONS**

HVAC 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	54,000
City Hall	17575 Peak Avenue	13,900
Community and Cultural Center, Building B and Playhouse	17000 Monterey Road	25,000; 12,000; 5,000
Council Chambers	17555 Peak Avenue	12,104
Friendly Inn	17666 Crest Avenue	3,168
Police Department and Information Services	16200 Vineyard Boulevard	44,886
Public Works Corporation Yard	100 Edes Court	4,583
The Villas	535 Alkire Avenue	4,500

EXHIBIT A-SCOPE OF WORK**ATTACHMENT B****HVAC EQUIPMENT LIST**

CITY OF MORGAN HILL HVAC EQUIPMENT LIST			
QTY	MANUFACTURER	TYPE	MODEL/SIZE
Aquatics Center - 16200 Condit Road			
1	Elite Heating Boiler (Main Bldg.)	Water Boiler	EL-399NVWH; 399,000 BTU/HR
1	Trinity (West Building)	Direct Vent Water Heater	Model LX200WH
1	Carrier	Heater/Air Conditioner	48HJD005-651
2	(Event Room)	Heater/Air Conditioner	Ductless Units split DX 40QKE048
1	(Kitchen)	Air Conditioner	
1	(Kitchen)	Swamp Cooler	
2	(Kitchen)	Exhaust Fan	
1	Greenheck Cube 480HP-15	Kitchen (Grease Hood)	
1	Greenheck GB-161-3	Main Locker Room	
1	Greenheck GB0141-3	Team Locker Room	
1	Greenheck GB-070-4	Roof	
2	Exhausto RSV 400	Boiler Exhaust Roof	
1	Exhausto BSEB 400	Locker Rooms	
Centennial Recreation Center – 171 West Edmundson Avenue			
1	Trane IntelliPak	Air Conditioner (Main Bldg.) AC-1	SXHFC540745E9BD800100WEOG0000TOY8000; Voltage 460; HZ 60; 3 Phase
1	Trane Voyager	Air Conditioner (Fitness Room) AC-2	YCH181C4LOCA; Voltage 460; HZ 60; 3 Phase
1	Trane Voyager	Air Conditioner (Gym Room) AC-3	YCH420A4LTOC6DF400000F0H0000; Voltage 460; 60 HZ; 3 Phase 24 VAC/85AMP
1	Energy Labs, Inc.	Heater/Air Conditioner (Natatorium) IEC-IA	C093228-FHER-L
1	Carrier	Heater/Air Conditioner (Fitness Expansion)	48PGLMO7-A-60-BB
1	Daikin	Air Conditioner (East Side)	RXS12DVJU

1	Daikin	Air Conditioner (West Side)	RXS09DVJU
1	Reznor	Swamp Cooler (Kitchen)	RPB-300; MAU, Makeup Unit
2	LAARS	Domestic Water Boiler	PNCVO75ONACK28XN; 749,970 BTU/HR
1	Ajax	Water Boiler	WRNG-1500; 1,500,000 BTU/HR
1	Sanyo	DX Split (Telecom Room)	KS1251
1	Sanyo	DX Split (Satellite Telecom Room)	KS0951
1	Grennheck	Fan (Locker Room)	G-180-B; Voltage 460/3/60
1	Grennheck	Fan (Toilet)	G-131-B; Voltage 115/1/60
1	Grennheck	Fan (Kitchen)	Cube-360-XP-10; Voltage 460/3/60
1	Grennheck	Fan (Pool Equip)	G-131-C; Voltage 115/1/60
1	Grennheck	Fan (Dishwasher)	G-141-B; Voltage 115/1/60
1	Grennheck	Fan (Maintenance Receiving)	G-09-G; Voltage 115/1/60
1	Grennheck	Fan (Electrical Room 134)	SQ-100-B; Voltage 115/1/60
1	Grennheck	Fan (Electrical Room 123)	SQ-140-C; Voltage 115/1/60
City Hall – 17575 Peak Avenue			
2	AC-1 AAON	Heater/Air Conditioner	RN-025-3-0 EB09-EHL; 25 ton; 460 Voltage; 60 HZ; 3 PH
1	Laars	Water Boiler	
1	CU-1 Mitsubishi	Air Conditioner	MUY-A17NA
2	EF-1	Exhaust Fan	S/N: 11500620 0009 Mark EF
Community and Cultural Center and Playhouse – 17000 Monterey Road			
2	McQuay	Heater / Air Conditioner (ACU-1 & ACU-2)	RDT070C
1	Trane	Heater / Air Conditioner	TCD180B400GA; Electrical Rating 460/60/3; ten ton unit
1	McQuay	Heater / Air Conditioner (ACU-3)	LCA102S
1	York	Heater / Air Conditioner (ACU-4)	DHH060
1	Raypak	Boiler	406L-856L
2	Penn	Exhaust Fan	FX14B
2	Penn	Exhaust Fan	FX18BH
1	Carrier	Heater/Air Conditioner (Playhouse Stage)	48HJD006-541; 50,000 BTU's/HR
2	Carrier	Heater/Air Conditioner (Playhouse Main Auditorium/Lobby)	48HJF008-541; 180,000 BTU's/HR

3	Mitsubishi	Heater/Air Conditioner (Playhouse Dressing Room)	PUGH18CKB; 1 phase unit
4		Exhaust Fans (Playhouse Dressing Rooms / Restrooms)	
Council Chambers – 17555 Peak Avenue			
1	Trane	Heater/Air Conditioner	YCH180B4IOHB; 460 Volt; 60 HZ; 3 PH
1	ARI XB 13	Air Conditioner	2TWB3060A1000AA; 208/230 VAC
1	Sanyo	Air Conditioner	C1211; Source 115 Volt; 60 HZ; 1 PH
1	Fujitsu	Air Conditioner	A0V24CL; 208/230 VAC; 60 HZ; 1 PH
1	Trane	Heater/Air Conditioner	YFH180B4LOHB; 460 VAC; 60 HZ; 3 PH
1	Bryant	Air Conditioner	661CP060-C
1	Carrier	Air Conditioner	38QRR060300; 208/230 VAC; 60 HZ; 1PH
1	Bradford White	Water Boiler	MII30R6DS13; Capacity 30 gallons; voltage 240; 50/60 HZ
Community and Cultural Center Building B – 17060 Monterey Road			
1	Trane	Air Conditioner	4 ton
1	Trane	Water Boiler	100,000 BTU
1	Trane	Heat Pump w/Cooling	5 ton
6	Armstrong	Condensing Unit	SCU10B60C
3	Armstrong	Condensing Unit	SCU10B48C
1	First Company	Water Heater	
Friendly Inn – 17666 Crest Avenue			
4	Daikin	Heat Pump	RXYMQ48MVJU; HP=4; 208 Voltage; 1 PH
2	Daikin	Heat Pump	RXYMQ36MVJU; HP=3; 208 Voltage; 1 PH
2	Daikin	Evaporating AC Coil	FXSQ18MVJU; Motor 85W; 208 Voltage; 1 PH
3	Daikin	Evaporating AC Coil	FXSQ12MVJU; Motor 50W; 208 Voltage; 1 PH
1	Daikin	Evaporating AC Coil	FXMQ36MVJU; Motor 270W; 208 Voltage; 1 PH
3	Daikin	Evaporating AC Coil	FXMQ48MVJU; Motor 430W; 208 Voltage; 1 PH
1	Greenheck	Exhaust Fan	SP-A290; Motor 81W; 115 Voltage; 1 PH
1	Greenheck	Exhaust Fan	SP-A200; Motor 48W; 115 Voltage; 1 PH
1	Greenheck	Exhaust Fan	CSP-A110; Motor 51W; 115 Voltage; 1 PH (120 MDF)
Police Department and Information Services - 16200 Vineyard Boulevard			
5	Carrier	Heater/Air Conditioner	Weather Master Series; Package Unit; 48HJD008-641; Voltage 460; 3 PH; 60 HZ
2	Carrier	Heater/Air Conditioner	Weather Master Series; Package Unit; 48HJE004-641; Voltage 460; 3 PH; 60 HZ
5	Carrier	Heater/Air Conditioner	Weather Master Series; Package Unit; 48HJE007-641; Voltage 460; 3 PH; 60 HZ
2	Carrier	Heater/Air Conditioner	Weather Master Series; Package Unit; 48HJD012-641; Voltage 460; 3 PH; 60 HZ

1	Carrier	Heater/Air Conditioner	Weather Master Series; Package Unit; 48HJD005-641; Voltage 460; 3 PH; 60 HZ
2	Carrier	Heater/Air Conditioner	Weather Master Series; Package Unit; 48HGD028AC-6; Voltage 460; 3 PH; 60 HZ
1	Fujitsu	Air Conditioner (Server Room)	
1	Daikin	Air Conditioner	3-ton
1	Reznor	Heater Unit	FE-75
11	Greenheck	Exhaust Fan	
Public Works Corporation Yard - 100 Edes Court			
1	Trane	Heater/Air Conditioner	YCH180B410HB
1	Bryant	Heater/Air Conditioner	601APX060000AAAG; 208 Voltage; 3 PH; 60 HZ
1	Bryant	Heater/Air Conditioner	601APX036000AAAF; 208 Voltage; 3 PH; 60 HZ
2	A O Smith	Water Boiler	DEL 15 102; Capacity 15 gallons
1	Rheem/York	Mini split-system/Heater/Air Conditioner	H1DA048S25A; 208/230 Voltage; 1 PH; 60 HZ
1	Bradford White	Water Boiler	M440T6FBN; D/N:-394; Capacity 40 gallons
1	Fujitsu Halcyon IAQ	Indoor Air Quality/Air Conditioning Unit	
7		Exhaust Fan	(Sewer – 1; Community Service Room – 3; Water Department Room – 3)
The Villas – 535 Alkire Avenue			
8	Bard	Heat Pump w/Cooling	Wall mounted

**EXHIBIT A- SCOPE OF WORK
ATTACHMENT C**

FILTER LIST

Filters must be replaced with MERV13 filters at all facilities.

CITY OF MORGAN HILL HVAC EQUIPMENT FILTER LIST			
FACILITY		TYPE	CHANGES/YEAR
Aquatics Center - 16200 Condit Road			
		Disposable Pleated	Quarterly
Centennial Recreation Center – 171 West Edmundson Avenue			
		Disposable Pleated	Quarterly
City Hall – 17575 Peak Avenue			
		Disposable Pleated	Quarterly
Community and Cultural Center and Playhouse – 17000 Monterey Road			
		Disposable Pleated	Quarterly
Council Chambers – 17555 Peak Avenue			
		Disposable Pleated	Quarterly
CCC Building B-17060 Monterey Road			
		Disposable Pleated	Quarterly
Friendly Inn – 17666 Crest Avenue			
		Disposable Pleated	Quarterly
Public Works Corporation Yard – 100 Edes Court			
		Disposable Pleated	Quarterly
Police Department and Information Services-16200 Vineyard Blvd.			
		Disposable Pleated	Quarterly
The Villas – 535 Alkire Avenue			
		Disposable Pleated	Quarterly

Note: Filter quantities/sizes to be determined during the field review by prospective bidders.

EXHIBIT A- SCOPE OF WORK**ATTACHMENT D****QUARTERLY AND ANNUAL PREVENTATIVE MAINTENANCE SCHEDULE**

Quarterly and Annual Preventative Maintenance Services for all facilities will include a check for proper function of all components and systems, and the following:

Rooftop Variable Air Volume Cooling Units:
General
Check for safety hazards.
Check for debris on the roof and around the equipment and remove.
Replace air filters.
Check and set time clocks/EMS schedule.
Check that all equipment panels are secure.
Compressor Section
Check for unusual noise/vibration.
Check oil sight glass level.
Check for visual signs of oil/leaks.
Check suction line temperature.
Check crankcase heater(s).
Check for excessive amp draw and current unbalance.
Check for voltage unbalance.
Condenser Section
Check coil(s) cleanliness/fin condition.
Check for visual signs of oil/leaks.
Check fan bracketing and blades for cracks/damage/distortion.
Check all fans are operational and correct rotation.
Amp all fan motors and compare them to nameplate.
Check that wiring is secure and clear of rotating blades.

Evaporation Section
Check coil(s) cleanliness/fin condition.
Inspect drain pans for cleanliness/standing water.
Check pan tabs and note if replacement is required.
Check drain line for free flow.
Check for visual signs of oil/leaks.
Check TXV bulb secure and insulated.
Check sight glass/moisture indication.
Verify proper hot gas bypass valve operation.
Check motor, drive, and blower for unusual noise/vibration.
Amp motor and compare with nameplate.
Check v-belt(s) and sheaves condition, alignment, and tension.
Lubricate motor bearings (do not over-lubricate!)
Lubricate blower shaft bearings.
Lubricate vane assemblies (bldg. must be unoccupied if using aerosol!)
Economizer Section
Check return air/outside air dampers, actuators for free operation.
Lubricate dampers and linkage ball joints.
Verify minimum position properly set.
Lubricate motor bearings (do not over-lubricate!)
Lubricate blower shaft bearings.
Amp motor and compare with nameplate.
Check power exhaust v-belt, sheave, alignment and tension.
Control Panel
Check all contactors and points.
Check for over-heated, burned, or loose wiring/connections.
Check all safety controls.
Check operating controls.
Cycle discharge air controller through all stages; verify unloader operation.
Clean panel and components of dirt and debris.

Rooftop Cooling/Heating Package Units:**General**

Check for safety hazards.

Check for debris on roof and around equipment and remove.

Replace air filters.

Check and set time clocks/EMS schedule.

Check that all equipment panels are secure.

Compressor Section

Check for unusual noise/vibration.

Check oil sight-glass level.

Check for visual signs of oil/leaks.

Check suction line temperature.

Check crankcase heater(s).

Check for excessive amp draw and current unbalance.

Check for voltage unbalance.

Condenser Section

Check coil(s) cleanliness/fin condition.

Check for visual signs of oil/leaks.

Check fan bracketing, rain guard and blades for cracks/damage.

Check all fans are operational and correct rotation.

Amp all fan motors and compare them to nameplate.

Check that wiring is secure and clear of rotating blades.

Evaporator Section

Check coil(s) cleanliness/fin condition.

Inspect drain pans for cleanliness/standing water.

Check pan tabs and note if replacement is required.

Check drain line for free flow.

Check for visual signs of oil/leaks.

Exhaust Fans:

Inspect belts, bearings and motor operation.

Check flow rate for adequacy using flow meter.

Water Boilers:

Open front and rear doors. Clean and vacuum fireside surfaces as required.

Inspect all refractory. Patch and wash coat as required.

Inspect all gasketing on front and rear doors and replace as necessary.

Seal and close front and rear doors properly.

Remove low and auxiliary low water cut off controls, clean and inspect. Then re-install using new gaskets.

Remove plugs in control piping, inspect, clean and re-install.

Replace all hand hole and man hole plates with new gaskets.

Open feedwater tank manway, inspect and clean as required. Replace manway plate with new gasket.

Clean burner and burner pilot.

Check pilot electrode and adjust or replace.

Clean air damper and blower assembly.

Clean motor starter contacts and check operation.

Make necessary adjustments to burner for proper combustion and record all results in service report.

Perform all flame safeguard and safety trip checks and record results in service report.

Check all hand hole plates and man hole plates for leaks at normal operating temperatures and pressures.

Troubleshoot any boiler system problems as requested by on-site personnel.

Check TXV bulb secure and insulated.
Take coil temperature difference (TD) reading.
Check motor, drive and blower for unusual noise/vibration.
Check sight glass/moisture indication.
Check v-belt(s) and sheaves condition, alignment, and tension.
Lubricate motor bearings (do not over-lubricate!)
Lubricate blower shaft bearings.
Amp motor and compare with nameplate.
Gas Heating Section
Inspect heat exchanger from combustion chamber for cracks.
Verify proper operation of combustion blower.
Verify proper lighting sequence.
Inspect burners and combustion chamber cleanliness and condition.
Check pilot and main burner flame quality.
Check for flame roll-out.
Economizer Section
Check return air/outside air dampers, actuators for free operation.
Lubricate dampers and linkage ball joints.
Verify minimum position properly set.
Lubricate blower shaft bearings.
Amp motor and compare with nameplate.
Control Panel
Check all contactors, coils and contacts.
Check for over-heated, burned, or loose wiring/connections.
Check all safety controls.
Check operating controls.
Cycle unit in all modes and check operation.
Clean panel and components of dirt and debris.

**EXHIBIT B-
SCHEDULE OF COMPENSATION RATES
HVAC PREVENTATIVE MAINTENANCE FEES
INCLUDING TRAVEL TIME**

Quarterly and Annual Preventative Maintenance of Heating, Ventilating and Air Conditioning (HVAC) Equipment at City Facilities as described in the technical specifications:

Bid Item	Description of Bid Item	Quarterly Inspection Amount Cost for one (1) quarterly inspection	Annual Inspection Amount Cost for one (1) annual inspection
1	Aquatics Center: Provide HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	\$ 543.00	\$ 543.00
2	Centennial Recreation Center: Provide y HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	\$1,778.00	\$1,778.00
3	City Hall: Provide HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	\$ 556.00	\$ 556.00
4	Community and Cultural Center, Building B and Playhouse: Provide HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	\$1,024.00	\$1,024.00
5	Council Chamber Building: Provide HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	\$ 580.00	\$ 580.00
6	Friendly Inn: Provide HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	\$ 550.00	\$ 550.00
7	Police Department and Information Services: Provide HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	\$1,960.00	\$1,960.00
8	Public Works Corporation Yard: Provide HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	\$ 335.00	\$ 335.00

Bid Item	Description of Bid Item	Quarterly Inspection Amount Cost for one (1) quarterly inspection	Annual Inspection Amount Cost for one (1) annual inspection
9	The Villas: Provide HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	\$542.00	\$542.00
10	Total Amount for One (1) Quarterly Inspection for Bid Items #1-#9 (Add Bid Items #1-#9 -Quarterly Inspection Amount)	\$7,868.00	
11	Total Amount for Three(3) Quarterly Inspections for Bid Items #1-#9 (Multiple Bid Item #10 X 3)	\$23,604.00	
12	Total Amount for One (1) Annual Inspection for Bid Items #1-#9 (Add Bid Items #1-#9 – Annual Inspection Amount)		\$7,868.00
13	BASE BID TOTAL For 3 Quarterly Inspections and 1 Annual Inspection (Bid Item #11 + Bid Item#12)	\$31,472.00	

ANNUAL COIL SERVICE

Bid Alternate Item	Description of Bid Item	Annual Inspection Amount (Per Annual Visit)
1	Annual Coil Cleaning Service	\$6,500.00
	BID ALTERNATE TOTAL	\$6,500.00

BID SCHEDULE-HOURLY REPAIR RATES

Hourly Rates for Additional Maintenance and Repair of Heating, Ventilating and Air Conditioning (HVAC) Equipment at City Facilities:

MISCELLANEOUS CALL OUT/REPAIR RATES*	
a. 8:00 a.m. to 5:00 p.m.	\$ <u>175.00</u> /hour
b. 5:00 p.m. to 8:00 a.m.	\$ <u>225.00</u> /hour
c. Weekends & Holidays	\$ <u>225.00</u> /hour
*Quantities for Items a., b. & c. cannot be pre-determined, but shall be on an "as needed" basis. A flat travel fee of \$50 will be charged for all repair visits.	

**EXHIBIT C
SCHEDULE OF PERFORMANCE**

Three (3) quarterly preventative maintenance visits to be scheduled with the City Maintenance Manager or designated City maintenance staff.

Annual preventative maintenance visits to be scheduled with the City Maintenance Manager or designated City maintenance staff.

Annual coil cleaning services to be scheduled with the City Maintenance Manager or designated City maintenance staff.

Repairs to be scheduled as needed with City Maintenance Manager or designated City Maintenance staff.

CITY COUNCIL STAFF REPORT

MEETING DATE: April 24, 2024

PREPARED BY:

Keri Russell, Maintenance Manager

APPROVED BY: City Manager

APPROVE FIRST AMENDMENT TO THE WEST COAST ARBORISTS, INC. MAINTENANCE SERVICES AGREEMENT

RECOMMENDATION(S)

1. Approve the first amendment to the maintenance services agreement with West Coast Arborists, Inc. to increase the amount by \$200,000 for a total agreement amount of \$852,000; and
2. Authorize the City Manager to execute and administer the first amendment with West Coast Arborists, Inc.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Protecting the Environment and Preserving Open Space and Agricultural Land

2024-2025 Strategic Priorities

Fiscal Sustainability

REPORT NARRATIVE:

The purpose of this report is to provide the City Council with an opportunity to consider a first amendment to the City's maintenance service agreement with West Coast Arborists, Inc. If approved, the amendment will increase the amount of the agreement by \$200,000 to \$852,000.

Tree services costs have been higher than anticipated due to emergency tree work and tree removal during a busier than normal storm season, a large amount of tree work adjacent to Woodland Estates for safety purposes, and a large amount of tree work needed around Utility sites for state inspection. As a result, there is an inadequate remaining balance on the contract through September 30, 2024. By increasing the amount of the agreement by \$200,000, routine grid pruning and unanticipated tree work for safety reasons will be funded through September 30, 2024.

The additional emergency tree work completed was due to several factors. First, the contract was initiated just prior to the significant storms that occurred in the Winter of

2022/23. The contractor provided significant services during these storms. Second, some very large sycamore trees adjacent to housing at Woodland Estates required removal and trimming work. Due to the very large size of these trees, significant costs were incurred. Finally, additional unforeseen tree service work was needed at several utility sites to protect the City's utility infrastructure.

The City has released RFPs and contracted for tree services for many years, and does not have the staffing resources or the equipment to perform the work internally. Services provided include routine grid pruning, tree trimming and removal for safety, arborist reports, and emergence response services. The City's current contract expires on September 30, 2024. The original amount of the agreement was for \$652,000 for two years.

Staff have been satisfied with the services performed by West Coast Arborists, Inc., and recommends that the City Council authorize the City Manager to execute the attached first amendment to the agreement.

COMMUNITY ENGAGEMENT:

Inform

This staff report services to inform the community of the proposed amendment to the West Coast Arborists, Inc. maintenance agreement.

ALTERNATIVE ACTIONS:

The City Council could decline to approve the amendment and instead direct staff to terminate the agreement and proceed with a request for proposals (RFP) for tree maintenance services. This alternative is not recommended as it would jeopardize ongoing tree maintenance and safety.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council has previously approved contracts for tree maintenance services for over a decade. The City Council previously awarded the current agreement to West Coast Arborists, Inc on September 28, 2022.

FISCAL AND RESOURCE IMPACT:

If approved, the total funding authorization for this agreement will increase to \$852,000. Funding for the tree maintenance services is included in many areas of the City's operating budget (Fund 010) including street Maintenance, Park Maintenance, Downtown Maintenance, as well as Landscape Assessment Districts and various Capital Improvement Projects. An additional budget appropriation of funding is not necessary at this time as the City has seen lower expenses in other areas of the Street Maintenance budget, and funding for much of the unforeseen work has been funded through various alternative funding sources (Utilities Funds and Capital Project Funds).

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 (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.

**FIRST AMENDMENT TO AGREEMENT
WEST COAST ARBORISTS, INC.**

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

RECITALS

The following recitals are a substantive part of this Agreement:

1. This First Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on _____, _____, 20____.
2. The CITY and SERVICE PROVIDER entered into that "Maintenance Service Agreement" made as of October 2, 2022, for services for a maximum compensation of Six Hundred Fifty-Two Thousand 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 4.1 shall be amended and replaced in its entirety by the following:

"4.1. **Amount.** Compensation under this Agreement shall not exceed EIGHT HUNDRED FIFTY-TWO THOUSAND DOLLARS (\$852,000.00) and shall be billed based on the rate and basis set forth in **Exhibit B and Exhibit B-1.**"

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.

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[Signatures on the Next Page]

3. **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:

CITY OF MORGAN HILL

Michelle Bigelow, City Clerk

Date: _____

Christina Turner, City Manager

Date: _____

APPROVED AS TO FORM:

WEST COAST ARBORISTS, INC.

Donald Larkin, City Attorney

Date: _____

By: Patrick Mahoney

Title: President

Print Name and Title of Signer.

If Corporate: Chairman, President or
Vice President

Date: 03/26/24

By: Richard Mahoney

Title: Secretary

Print Name and Title of Signer.

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

Date: 03/26/24

EXHIBIT B-1

SCHEDULE OF COMPENSATION

Only the Revised Contract Item Totals are referenced in this Exhibit

The breakdown of costs for the two-year tree maintenance services agreement is listed below. Also attached is the Schedule of Compensation for the individual line items per West Coast Arborists, Inc's cost proposal dated July 15, 2022.

ORIGINAL MAINTENANCE SERVICE AGMT

Item	Amount
Street Tree Maintenance and Safety Pruning	89,000
Street Tree Grid Pruning	100,000
Park Tree Safety Pruning	25,000
Park Tree Grid Pruning	12,000
Other Extra Services	100,000
TOTAL ANNUAL AMOUNT	326,000
TOTAL TWO-YEAR AMOUNT.	652,000

FIRST AMENDMENT

Other Extra Services	200,000
REVISED TWO-YEAR CONTRACT AMT.	852,000

128-04-22-071

EXHIBIT 1

MAINTENANCE SERVICE AGREEMENT
West Coast Arborists, Inc.
Tree Maintenance Services

THIS AGREEMENT is entered into and becomes effective on 10/2/2022 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and West Coast Arborists, 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 September, 28, 2022.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until September 30, 2024 at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum of three one-year extensions. 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 tree maintenance services as further described in **Exhibit A**.
4. **Compensation.** SERVICE PROVIDER shall be compensated as follows:
 - 4.1. **Amount.** \$652,000.00. Total compensation to SERVICE PROVIDER under this Agreement during its initial term set forth in Section 2 above shall not exceed Six Hundred Fifty-Two Thousand dollars and shall be billed based on the rate and basis set forth in **Exhibit B**. If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to SERVICE PROVIDER during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for 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.
 - 4.2. **Billing.** SERVICE PROVIDER shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by SERVICE PROVIDER on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 14 Notices. Payment will be made to SERVICE PROVIDER within thirty (30) days of receipt of invoice by CITY. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY'S judgment were necessary and reasonable. Services for work performed and expenses incurred in

excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

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

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

5.2. **Temporary Suspension of Services.** CITY'S need for services may be suspended due to unforeseeable or unavoidable circumstances beyond its control. Such circumstances include, but are not limited to, earthquake, fire, explosion, flood, or other natural catastrophe; governmental legislation, condemnation, acts, orders, or regulation; war or acts of terrorism; strikes or labor difficulties; and quarantine, epidemic, or pandemic. CITY shall provide a 5-days' written notice or less under urgent circumstances to temporarily suspend services at specific CITY facilities. CITY reserves the right to request which CITY facilities are to be serviced or not serviced due to unforeseeable or unavoidable circumstances; and the level of service at each CITY facility. Upon suspension, SERVICE PROVIDER shall submit to CITY an itemized statement of services performed for which compensation has not been paid up to the date of the suspension. No further payments will be made for services provided after the date of the suspension. CITY shall provide 5 days' written notice when the circumstances for the suspension of specific facilities' services are removed for SERVICE PROVIDER to commence providing services.

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

6.1. **Schedule.** SERVICE PROVIDER shall perform all work and services under this Agreement in conformance with the time schedule set forth on **Exhibit C**, "Schedule of

Performance," attached hereto and incorporated herein by this reference. The City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement.

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

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

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

8.1. **Insurance Types and Amounts.**

8.1.1. **Commercial General Liability (CGL).** SERVICE PROVIDER shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

8.1.2. **Automobile Liability.** SERVICE PROVIDER shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if SERVICE PROVIDER does not own automobiles, then SERVICE PROVIDER shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE

PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

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

8.1.5. Professional Liability.

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

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

combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

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

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

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

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

8.2.1.3. "Primary and Non-Contributing" - Insurance shall be endorsed to be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 01.

- 8.2.2. Workers Compensation.

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

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

- 8.4. **Certificates.** SERVICE PROVIDER shall furnish CITY with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, SERVICE PROVIDER shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to SERVICE PROVIDER'S agreement with CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. A "material change" is a change that results in non-

compliance with any insurance requirements in this section 8. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

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

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

10. **Compliance with Law.**

- 10.1. SERVICE PROVIDER and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. SERVICE PROVIDER and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.
- 10.2. Without limiting the provisions of Section 10.1 above, each worker performing work under this Agreement shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. SERVICE PROVIDER shall post a copy of the applicable prevailing rates at the Worksite. Pursuant to Labor Code Section 1775, SERVICE PROVIDER and any Subcontractor shall forfeit to CITY as a penalty up to two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. SERVICE PROVIDER shall also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.
- 10.3. DIR Registration. CITY will not accept a Bid Proposal from or enter into a contract with a SERVICE PROVIDER, without first receiving proof to the satisfaction of CITY that SERVICE PROVIDER and its subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. Under Labor Code section 1771.4, this Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- 10.4. Compliance with Wage and Hour Laws: SERVICE PROVIDER, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time to appeal has expired. Relevant investigatory government agencies include: the federal

Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

Prior Judgments against SERVICE PROVIDER and/or its Subcontractors: BY SIGNING THIS AGREEMENT, SERVICE PROVIDER AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT SERVICE PROVIDER OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. SERVICE PROVIDER FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or SERVICE PROVIDER learns of such a judgment, decision, or order that was not previously disclosed, SERVICE PROVIDER shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. SERVICE PROVIDER and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision, or order within five (5) days of satisfying the final judgment, decision, or order. CITY reserves the right to require SERVICE PROVIDER to enter into an agreement with CITY regarding the manner in which any such final judgment, decision, or order will be satisfied.

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

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

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

11. **Independent Contractor.** SERVICE PROVIDER is an independent contractor and not an agent or employee of CITY.
12. **Confidentiality.** All data, documents, or other information received by SERVICE PROVIDER from CITY or prepared in connection with SERVICE PROVIDER'S services under this Agreement are

deemed confidential and shall not be disclosed to any third party by SERVICE PROVIDER without prior written consent by CITY.

13. **Conflict of Interest and Reporting.** SERVICE PROVIDER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

14. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of SERVICE PROVIDER is as follows:

West Coast Arborists, Inc.
2200 E. Via Burton
Anaheim, CA 92806

Address of CITY is as follows:

Public Services Director	with a copy to:
City of Morgan Hill	City Clerk
17575 Peak Avenue	City of Morgan Hill
Morgan Hill, CA 95037	17575 Peak Avenue
	Morgan Hill, CA 95037

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

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

17. **Maintenance of Records.**

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

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

- 17.3. **Ownership of Work Product.** All documents or other information developed or received by SERVICE PROVIDER for work performed under this Agreement shall be the property of CITY. SERVICE PROVIDER shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
18. **Familiarity with Work.** By executing this Agreement, SERVICE PROVIDER represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should SERVICE PROVIDER discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at SERVICE PROVIDER'S risk, until written instructions are received from CITY.
19. **Time of Essence.** Time is of the essence in the performance of this Agreement.
20. **No Assignment.** Neither this Agreement nor any portion shall be assigned by SERVICE PROVIDER, without prior written consent of CITY. Any attempted assignment not first approved by CITY shall be void and, at CITY'S option, shall terminate this Agreement effective as of the date of such attempted assignment.
21. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.
22. **Defense and Indemnification.**
- 22.1. **Defense and Indemnification.** SERVICE PROVIDER shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by SERVICE PROVIDER, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").
- 22.2. **Exceptions.** SERVICE PROVIDER is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence or willful misconduct of CITY.
- 22.3. **Not limited by insurance.** The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMS alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by SERVICE PROVIDER.
- 22.4. **Right to Offset.** CITY shall have the right to offset against any compensation due SERVICE PROVIDER under this Agreement any amount due CITY from SERVICE PROVIDER as a result of SERVICE PROVIDER'S failure to pay CITY promptly any indemnification arising under this Section (22) and any amount due CITY from SERVICE PROVIDER arising from SERVICE PROVIDER'S failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 22.5. **Interpretation.** This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly

understood and agreed that the obligation of SERVICE PROVIDER to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

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

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

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

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

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

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

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Signatures are on the following page.

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

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

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

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

ATTEST:

DocuSigned by:

Angie Gamble

City Clerk/Deputy City Clerk

Michelle Bigelow

Print Name

Date: 10/7/2022

APPROVED AS TO FORM:

DocuSigned by:

Donald A. Larkin

City Attorney

Donald A. Larkin

Print Name

Date: 10/2/2022

CITY OF MORGAN HILL

DocuSigned by:

Christina Turner

City Manager

Christina J. Turner

Print Name

Date: 10/7/2022

WEST COAST ARBORISTS, INC.

By:

Patrick Mahoney, President

Print Name and Title of Signer.

If Corporate: Chairman, President or Vice President

Date: 08/01/22

By:

Richard Mahoney, Secretary

Print Name and Title of Signer.

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

Date: 08/01/22

366764

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

Expiration Date(s) 12/31/2022

1000000956

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

Expiration Date(s) 6/30/2024

EXHIBIT A SCOPE OF SERVICES

The Service Provider shall furnish all labor, tools, equipment, materials and supervision necessary to perform safety and grid pruning, removal and planting of trees, inventory system management, watering and other arboriculture related services as described in this section, including, but not limited to the items noted below. The contract includes the maintenance of street trees within public rights-of-way, as well as within parks, open spaces, City facilities and other City properties. This contract will include approximately 9,500 trees.

All trees are required to be included in a web-based computerized tree inventory system and database that will be updated on a monthly basis after work is performed. This inventory system and database will document services performed.

Section 1: Definitions and Terms

Wherever the following terms are used, they shall be understood to mean and refer to the following:

- 1-1 Agency & Owner: City of Morgan Hill**
- 1-2 Council: City Council, City of Morgan Hill**
- 1-3 Service Provider: West Coast Arborists, Inc.**
- 1-4 Director of Public Services: The Director of Public Services of the City of Morgan Hill or his/her designee.**
- 1-5 Engineer: The Director of Public Services, acting either directly or through the properly authorized agents, such agents acting within the scope of the particular duties entrusted to them or his/her designee.**
- 1-6 General: Working titles having a masculine gender, such as workman and journeyman and the pronoun he, are utilized in the specifications for the sake of brevity and are intended to refer to persons of either sex.**
- 1-7 Grid Trimming: Grid trimming shall be the pruning (complete trim) of all trees, large and small, within the City right-of-way in a designated area or on a particular street.**
- 1-8 Park Trimming: Park trimming shall be the pruning (complete trim) of all trees, large and small, within designated City Parks.**
- 1-9 Right-of-Way: Parkways (between sidewalk and curb) and Medians.**
- 1-10 Certified Arborist: International Society of Arboriculture (ISA) Certified Arborist**
- 1-11 ISA Certified Tree Worker: International Society of Arboriculture (ISA) Certified Tree Worker**

1-12 Maintenance Manager: The Maintenance Manager of the City of Morgan Hill or his/her designee.

Section 2: Scope of Work

2-1 Scope of Work. This work shall consist of pruning street trees and park trees for traffic and pedestrian clearance, tree health, removing trees as designated, stump removal, tree planting, staking and inventory of trees as well as leaving the work site in a neat, clean, and orderly condition upon completion of the work or at the end of the day, in the area as specified in these specifications and the special provisions. The Service Provider will cease all pruning activities when the designated number of trees has been pruned. Regardless of size of the tree the price to prune will be the same for all grid and park trees. This work also includes scheduled crew pruning on a daily basis as well as emergency call outs, over and above the grid pruning. All green waste to be disposed of by the Service Provider and the cost to be included within the various bid items.

2-2 General Conditions. These general conditions which shall apply to this executed Maintenance Services Agreement. Service Provider shall also comply with the International Society of Arboriculture (ISA) Pruning Standards, latest revised edition of the Western Chapter, Standards for Nursery Stock by the American Association of Nurserymen, and the American National Standards for tree care operations.

A certified arborist must be on the Service Provider's staff. Although a certified arborist does not have to be onsite at all times, a certified arborist must be on-call and available to answer questions as they arise.

2-3 Estimated Annual Volume of Work. The estimated base annual volume of work is \$226,000 plus extra services estimated at \$100,000 for a total annual contract amount of \$326,000.

Section 3: Pruning Services

The average number of trees in a grid is 1,880. There are five grids in the City limits. See Exhibit 2 – City Grid Pruning Zones Map.

3-1 Types of Pruning Services.

3-1.1 Scheduled Service. The Service Provider will furnish scheduled tree pruning service (complete trim) for trees designated by the City at the execution of the agreement. After executing of the agreement, City may add or delete other trees within the specified grids or within designated parks, at the same bid price.

3-1.2 Unscheduled Service. The Service Provider will also provide, if required by the City, unscheduled tree pruning. The City will provide at least 24-hour notice for unscheduled pruning. Crew and equipment shall consist of 2 workers, 1 of which is an ISA Certified Tree Worker, truck, and chipper plus all necessary pruning tools. The City may increase or decrease the quantity of these services at the same bid price.

3-1.3 Emergency Service. The Service Provider will also respond to emergency calls for service at any and all times day or night during the term of this agreement within (3) hours of

being notified. Crew and equipment shall consist of 2 workers, 1 of which is an ISA Certified Tree Worker, truck, and chipper, plus all necessary pruning tools.

3-2 Work Schedule. The Service Provider shall perform the activities as outlined by the Director of Public Services Tree Trimming/Maintenance Contract work schedule. Said schedule must show the dates of the expected start and completion of the various items of the contract work. During a scheduling conference between the Service Provider and the Director of Public Services or designee, the work schedule will be discussed and modified, if necessary, by mutual agreement. The Service Provider will cease all grid and park tree pruning once the designated number of trees has been pruned.

3-3 Temporary Stoppage of Tree Trimming/Maintenance Activities. The Director of Public Services shall have the authority to suspend the contract work, wholly or in part, for such a period of time as the Director may deem necessary, due to unsuitable weather, or to such other conditions as the Director considers unfavorable for the proper execution of the work, or for such time as the Director may deem necessary due to failure on the part of the Service Provider or Service Provider's workers to carry out orders or to perform any of the requirements of the contract. The Service Provider shall immediately comply with such an order from the Director of Public Services and shall not resume operations until so ordered in writing.

3-4 Extra Work. Extra work, when requested in writing by the Director of Public Services and accepted by the Service Provider, shall be paid for under written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon between the Service Provider and the Director of Public Services. All extra work shall be adjusted daily upon report sheets prepared for the Director of Public Services or designee, furnished by the Service Provider and signed by both parties, and said daily report shall be considered thereafter the true records of extra work done.

3-5 Authority of the Director of Public Services. The Director of Public Services shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and work performed as to the manner of performance and rate of progress of the work, and any and all questions which may arise as to the interpretation of the plans and specifications. The Director of Public Services shall likewise decide any and all questions as to the acceptable fulfillment of the contract on the part of the Service Provider, and all questions as to claims and compensations. The decision of the Director of Public Services shall be final, and he shall have relative authority to enforce and make effective such decisions and actions as the Service Provider fails to carry out promptly.

For the purposes of routine and normal supervision and coordination of work the Director of Public Services is the City's authorized representative for all work within the scope of this agreement.

3-6 Interpretation of Specifications. Should it appear that the work to be done or any matter relative thereto, is not sufficiently detailed or explained in the specifications, the Service Provider shall request the Director of Public Services for such further explanation as may be necessary, and shall conform to such explanation or interpretation as part of the contract, so far as may be consistent with the intent of the original specifications.

3-7 Removal of Defective or Unauthorized Work. It is the intent of the specifications that only first-class work, materials and workmanship will be acceptable. All work which is

defective in its construction or deficient in any of the requirements of the specifications shall be remedied or removed and replaced by the Service Provider in an acceptable manner, and no compensation will be allowed for such correction. Any work done beyond the lines shown on the plans or established by the Director of Public Services, or any extra work done without written authority will be considered as unauthorized and will not be paid for. Upon failure on the part of the Service Provider to comply forthwith with any order of the Director of Public Services made under the provisions of this paragraph, the Director of Public Services shall have authority to cause defective work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs thereof from any moneys due or to become due the Service Provider. Damage done to trees as a result of pruning practices not in compliance with the specifications shall result in replacement of the tree by the Service Provider with no additional compensation. A similar size tree will be provided and planted (up to 48" box).

3-8 Sound and Vibration Control Requirements. The Service Provider shall comply with all local sound control and noise level rules, regulations and ordinances. No internal combustion engine shall operate on the project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage, the Service Provider shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including, but not limited to truck, transit mixers or transit equipment that may or may not be owned by the Service Provider.

3-9 Air and Water Pollution Control. Service Provider shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, during compound, solvent or liquid asphalt shall be labeled to indicate the contents, fully complying with the applicable material requirements. The Service Provider shall comply with the provisions of the Clean Air Act, as amended (42 W.S.C. 1957 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. Seq.) and the regulations there under (40 C.F.R. part 15).

The Service Provider shall follow the appropriate best management practices contained in the California Storm Water Best Management Practice Handbook, which is available from the Santa Clara Valley Water District Non-Point Source Program.

3-10 Cleaning up. Upon completion of the scheduled work or at the end of the day, whatever occurs first, the Service Provider shall clean all the streets and grounds occupied by Service Provider in connection with the project, of all rubbish, debris, excess material, temporary structures and equipment, leaving the entire site of the work in a neat and presentable condition.

3-11 Public Convenience and Public Safety.

A. Attention is directed to Sections 7-1.03 and 7-1.04 of the Standard Specifications and the Manual of Warning Signs, Lights and Devices for Use in Performing Work upon Highways, published by the California Department of Transportation.

Full compensation for conforming to the requirements of Sections 7-1.03 and 7-1.04 of the Standard Specifications, the above referenced Caltrans Manual and these Special Provisions not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed thereof.

B. Warning and Protection Devices: The Service Provider will be responsible for providing, placing and maintaining approved signs, barricades, pedestals, flashers, delineators, fences, barriers, arrow boards and flagmen where needed, and other necessary facilities in the vicinity of the maintenance area and where any dangerous conditions may be encountered as a result thereof, for the protection of the motoring public. The Service Provider will not be allowed to proceed with the work until such time that a sufficient number of these protection devices have been delivered to the project site. Where parked vehicles are likely to interfere with the proposed work, the Service Provider will supply and post at no less than 200' intervals on each side of the street "Temporary No Parking" signs 48 hours before the start of construction and to report the time of posting to the City's Police Department for the purpose of establishing "Tow Away" provisions. The Service Provider shall be responsible for the removal of the temporary signs upon the completion of the Work. All signs shall be kept graffiti free at all times.

Should the Service Provider appear neglectful in furnishing warning and protection devices as outlines above, the Director of Public Services may direct attention to the existence of a hazard and the necessity of additional or different measures which shall be furnished and installed by the Service Provider at Service Provider's own expense, free of any cost to the City. Should the Service Provider refuse or fail to act in a timely manner to correct a hazardous condition, the Director of Public Services may direct City forces to provide the necessary protective and warning devices as deemed appropriate by the Director of Public Services.

The cost accrued by the City in connection therewith will be deducted from the Service Provider's contract payment. Any action or inaction on the part of the City in directing attention to the inadequacy of warning and protective measures or in providing additional protective warning devices shall not relieve the Service Provider from responsibility for public safety or abrogate Service Provider's obligation to furnish and pay for these devices.

The Service Provider shall submit any and all work schedules and/or traffic control plans to the Director of Public Services for approval as needed.

3-12 Construction Yard. It shall be the Service Provider's responsibility to locate any storage sites for materials and equipment needed and such sites either located on public or private property must be approved in advance by the Director of Public Services.

When storage sites are to be located upon private property, the Service Provider shall be required to submit to the Director of Public Services, written approval from the record owner authorizing the use of the property by the Service Provider.

3-13 Equipment Requirements. Prior to beginning of Service Provider operations, the Service Provider shall furnish a current list indicating the equipment to be used for the project. All equipment shall be in safe and working condition. Prior to the beginning of aerial operations, the Service Provider shall furnish, at no cost to the City, current certification for all aerial devices to be used in the completion of contract operations.

If special equipment is required such as a crane or loader, it will be charged per hour or per job as long as it is consistent and detailed in the job proposal and the related invoice.

3-14 Preservation of Property. Existing improvements in areas adjoining the property whereon tree pruning work is being performed shall be protected from injury or damage resulting from operations of the Service Provider.

3-15 Emergency Work.

A. Emergency Response - The Service Provider shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Service Provider for immediate disposition.

B. Emergency Work - In the event that emergency work is required, the Service Provider shall notify the Director of Public Services or representative by telephone in advance before any emergency work is commenced. Non-emergency maintenance work requires written approval before the work is performed.

C. Emergency Personnel - In situations involving an emergency after normal work hours, the Service Provider shall dispatch qualified personnel and equipment to reach the site within three (3) hours. Service Provider's vehicle shall carry sufficient equipment to effect safe control of traffic. When the Service Provider arrives at the site, the Service Provider shall set up traffic warning and control devices, if deemed necessary, and proceed to accomplish the necessary work.

The Service Provider shall supply the City with name(s) and telephone number(s) of responsible person(s) representing the Service Provider for twenty-four (24) hour emergency response. The above-mentioned information shall remain current at all times. Any changes shall be forwarded to the City in writing within twelve (12) hours of any such change. Failure to maintain emergency information current shall result in a \$200.00 penalty for each occurrence.

D. Service Provider's Response - The Service Provider must maintain telephone service so that all calls from the City to the Service Provider have no toll charge. Failure to respond by telephone or in person within one (1) hour of the City's attempt to contact the Service Provider's representative may result in a \$200.00 penalty per incident. Failure to respond at any level will subject the Service Provider to any primary or secondary costs arising from said emergencies.

E. Complaint Requests - The Service Provider must correct all complaint requests within twenty-four (24) hours. Failure to respond/correct as requested may result in termination of the contract.

3-16 Pruning Standards. All trimming/maintenance work shall be in accordance with pruning standards as established by the latest edition of the International Society of Arboriculture Western Chapter. In all cases, the Director of Public Services shall have complete and sole discretion in determining conformance and acceptability of trees trimmed by the Service Provider. Trimmed trees rejected by the Director of Public Services shall be excluded from payment and may need to be replaced per Section 3-7.

A. All trees, large and small, shall be given a complete trim by grid and park area (see specifications for "Complete Trim"). The lists for grid pruning are typically scheduled in the same geographic area, and therefore the size or need of the tree is not taken into account when generating the list. If there are small trees, or other conditions that could be an

exception, the City could remove the tree from the list if it is brought forward to the Maintenance Manager and (s)he approves the request to remove it from the scheduled list for that year.

B. Service Provider shall comply with Standards of CAL OSHA and the American National Standard Institute Safety Requirements.

C. The Service Provider shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Service Provider's personnel or others near the work site, work is to immediately cease, and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, Service Provider is responsible for appropriate notification of Underground Service Alert (USA).

D. No hooks, gaffs, spurs or climbers will be used by anyone employed for such trimming. Any vine plant growing on trees shall be removed at ground level.

E. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

F. Unless otherwise approved, trees are to be trimmed block by block, subject to the instructions of the Director of Public Services or authorized representative.

G. Service Provider shall maintain at least one (1) English speaking ISA Certified Tree Worker, on-site, at all times. The Certified Tree Worker can be either specialty, aerial or climber.

H. When trimming fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut with alcohol or bleach.

I. Topping shall not be done without prior approval of the City.

J. For trees that require more than a "full trim," for example pruning for crown reduction or crown restoration, the work will be charged through a crew rental charge (agreed upon hourly pricing prior to any work starting). It can be time and material or negotiated price for this type of service.

3-17 Specifications for Complete Trim.

A. Low branches overhanging streets shall be removed, where practical, to a minimum height above the street grade to fifteen feet (15'). Low branches overhanging sidewalks and parkway shall be removed to a minimum height of seven feet (7') and without detracting from the natural shape of the tree.

B. Shorten the length of limbs which extend beyond the natural perimeter of an otherwise symmetrical form.

C. Prune end branches to lighten end weight where such overburden appears likely to cause breakage of limbs. Remove cross limbs, water sprouts and suckers. Perform crown reduction to ISA Specifications to approximately a 25 percent reduction in total crown size.

D. All trees on which vines are growing shall have said vines removed. Vine tendrils shall be removed in a manner which will not injure trees or cause scaring of low branches and tree trunks.

3-18 Specifications for Removals

3-18.1 Specifications for Complete Tree Removal

A. Removal of entire tree, stump remaining shall be no higher than four (4) inches above soil grade and shall be removed within 24 hours after tree removal per the unit bid price contained within "Complete Tree Removal."

B. Work shall begin within 10 days after each request and be diligently pursued until completion.

C. Service Provider shall make all arrangements necessary to have power or utility lines temporarily disconnected if necessary, for the safe removal of the tree.

D. When the removal requires special or additional means, there shall be no additional units or overall cost to the City without the authorization of the Director of Public Services.

3-18.2 Tree Stump Removal

A. Type of Work: Provide complete tree stump and surface root removal.

B. Specifications for stump and surface root removal:

1. Removal of entire stump or grinding to a depth of 12 inches below average soil grade or deeper if specified by the Director of Public Services.

2. Removal of all lateral surface roots to a depth of 8 inches (8") below grade.

a) When sidewalk is present, remove all surface roots between the curb and sidewalk.

b) When no sidewalk is present, remove surface roots.

c) Backfill material shall be compacted to provide for minimal settling. It shall consist of an equal mixture of soil and stumped material which shall be three (3) inches above grade to provide for any soil settlement.

3-19 Climbing Techniques. Climbing and pruning practices should not injure the tree except for the pruning cuts.

Climbing spurs shall not be used when pruning a tree unless the branches are more than the throw-line distance apart. In such cases, the spurs should be removed once the climber is tied in.

Spurs may be used to reach an injured climber and when removing tree.

Rope injury to thin barked trees from loading out heavy limbs should be avoided by installing a block in the tree to carry the load.

3-20 Competing Plant Materials. Competing plant material or plant material clinging to trunk, such as ivy, volunteer trees, or woody shrubs shall be removed to provide a clear area of at least 18", but not more than 24" around the trunk of the tree, and the root crown.

3-21 Tree Specifications. If applicable, each replacement tree shall be selected in accordance with the standards set forth in the American Standard for Nursery Stock.

3-22 Tree Stakes and Ties. If applicable, tree stakes shall be 3" diameter pressure treated wood poles. Tree ties shall be "VIT" twist brace ties in 18" or 24" lengths.

3-23 Disposal of Material. Excavation material determined as unsuitable fill material by the Director of Public Services shall become the property of the Service Provider and shall be legally disposed of outside the site of the work by and at the expense of the Service Provider. The Service Provider is required to recycle all green waste material generated from its operations, unless the Director of Public Services desires the material to be stock piled. Green waste receipts are required and are to be submitted for material.

3-24 Public Convenience. Service Provider shall perform all tree trimming/maintenance operations in such a manner as to cause as little inconvenience as possible to abutting property owners. Convenient access to driveways, houses and buildings along the line of the work shall be maintained at least each morning and evening and temporary approaches to crossings or intersecting streets shall be provided and kept in good condition.

3-25 Tree Inventory. The City has a current tree inventory, and the selected Service Provider shall ensure that the tree inventory remains up to date. Service Provider to provide, operate, and maintain a web-based computerized tree inventory system that includes an interactive map display of the tree inventory and the ability to search inventory for trees by address. City users of the system will have the ability to export data from the system into GIS shape file format and comma-separated values (.csv) or Microsoft Excel (.xlsx) file formats.

Tree data will include both tree inventory and tree work history. Data fields include tree latitude/longitude, service dates and service request information, current health of tree, tree size, crown height, diameter at breast height (DBH), botanical and common names, current value of tree and other relevant information as supplied by the City. Service Provider will not be required to perform a new tree inventory at the beginning of the contract but will instead be responsible for importing data from the current tree inventory. The City will provide the legacy tree inventory data to the vendor in comma-separated values files (.csv), GIS shape file(.shp) and Excel file (.xlsx) format to be maintained in the Service Provider's web-based computerized tree inventory system.

The Service Provider shall update tree inventory within one month after any work is performed to reflect:

- changes in baseline data (e.g. condition, height, DBH);
- current photo;
- recommended corrections; to reflect work performed
- tree removal;
- tree planting;
- pruning;
- emergency response work; and
- other related data

The system shall be capable of maintaining and displaying all past work histories and list potential future work for all tree sites in the inventory. A preferred feature of the tree inventory system is the ability to request a work order for specific trees via the web-based program.

3-26 Quality Control Program. Service Provider shall provide the City with a copy of their quality control program. This program shall address how the Service Provider will address citizen concerns; communicate with the City and Service Provider's employees. This program shall also include the Service Provider's methods for ensuring that work is completed in a satisfactory manner and that adequate follow-up work is accomplished. The City or its designated representative, shall at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

3-27 Pictures. Service Provider is to supply representative of "Before and After" trimming pictures that are suitable for reproduction when requested by the City.

3-28 Tree Planting. Service Provider to follow the guidelines as outlined in the City's Standard Tree Planting and Staking (L-17) standards and Tree Root Barrier (L-18) standards. There is no tree establishment period, however, there is a 90-day warranty for the workmanship and health of the nursery stock for newly planted trees. If a tree failure is a result of vandalism, trauma or irrigation failures, however, the warranty shall not apply.

3-29 Property Damage. Service Provider shall be responsible for any and all damage to public and private property including driveway, fences, plants, shrubs, irrigation, etc. Service Provider shall replace with new material or correct any damaged property to the satisfaction of the City Maintenance Manager or his/her designee. The Service Provider shall be responsible for all costs related to replacement and correction of all incidental damages that occur during the course of work and no additional compensation will be allowed.

EXHIBIT B
SCHEDULE OF COMPENSATION RATES

The breakdown of costs for the two-year tree maintenance services agreement is listed below. Also attached is the Schedule of Compensation for the individual line items per West Coast Arborists, Inc's cost proposal dated July 15, 2022.

ITEM	AMOUNT
Street Tree Maintenance and Safety Pruning	\$ 89,000.00
Street Tree Grid Pruning	\$100,000.00
Park Tree Safety Pruning	\$ 25,000.00
Park Tree Grid Pruning	\$ 12,000.00
Other Extra Services	\$100,000.00
TOTAL ANNUAL AMOUNT	\$326,000.00
TOTAL TWO-YEAR AMOUNT	\$652,000.00

**EXHIBIT B - Continued
SCHEDULE OF COMPENSATION RATES**

**WEST COAST ARBORISTS, INC.
COST PROPOSAL SCHEDULE dated July 15, 2022**

ITEM	DESCRIPTION	REFERENCE	UNIT	UNIT PRICE
1.	Residential Grid and Park Pruning (small, medium, and large trees)	3-16, 3-17	Per tree	\$ 94.00
2.	Full Trim Based on Service or Special Requests			
A	0" – 6" dbh (diameter at breast height)	3-17	Per tree	\$ 94.00
B	7" – 12" dbh	3-17	Per tree	\$ 174.00
C	13" – 18" dbh	3-17	Per tree	\$ 274.00
D	19" – 24" dbh	3-17	Per tree	\$ 274.00
E	25" and over dbh	3-17	Per tree	\$ 274.00
3 - A	Complete Tree / Removal – Under 36" (including stump/roots)	3-18.1	Per DBH (diameter at breast height)	\$ 45.00
3 - B	Complete Tree / Removal – Over 36" (including stump/roots)	3-18.1	Per DBH (diameter at breast height)	\$ 45.00
4	Stump Removal (including roots)	3-18.2	Per diameter inch	\$ 18.00
5 - A	Tree Planting – 15-gallon tree with linear root barrier	3-28	Per tree	\$ 325.00

5 - B	Tree Planting - 15-gallon tree without root barrier	3-28	Per tree	\$ 250.00
5 - C	Tree Planting - 24-inch box tree with linear root barrier	3-28	Per tree	\$ 495.00
6.	Evaluations by certified arborist with verbal recommendations		Hourly	\$ 119.00
7.	Tree Watering (per half day)		Per ½ day	\$ 500.00
8	Crew Rental			
8-A	3 crew members with truck & equipment (regular time)	3-13	Hourly	\$ 300.00
8-B	3 crew members with truck & equipment (emergency response)	3-13, 3-15	Hourly	\$ 360.00
9	Cost to Spread Arbor Mulch per square foot	Addendum #2	Per Square Foot	\$ 4.00



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COOPERATIVE PURCHASING

It is intended that other public agencies (i.e., city, county, school district, special district, public authority, public agency, and other political sub-division of the State of California) and/or other City departments shall have the option to participate in any agreement created because of this Request for Proposal with the same terms and conditions as to the price of the product and/or service. The City shall incur no financial responsibility in connection with a purchase order from another public agency. Any public agency that "piggy-backs" on any negotiated contract between the City and Contractor shall accept sole responsibility for negotiating, placing orders, and making payment to Contractor. The Contractor may or may not agree to the cooperative purchasing clause. It is understood that not all terms, conditions, or scope of work from one agency contract for tree maintenance may not be fully acceptable to another agency. Agencies may modify specific items for the purpose of making the agreement acceptable and agreeable.

West Coast Arborists, Inc.

2200 E. Via Burton • Anaheim, California 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745

**EXHIBIT C
SCHEDULE OF PERFORMANCE**

All work shall be planned in advance on a schedule to be agreed upon by the CITY and SERVICE PROVIDER.

CITY COUNCIL STAFF REPORT

MEETING DATE: April 24, 2024

PREPARED BY:

Michelle Bigelow, City Clerk

APPROVED BY: City Manager

APPROVE AN AGREEMENT WITH SOLUTIONZ, INC. FOR THE PURCHASE AND INSTALLATION OF THE COUNCIL CHAMBER AUDIO/ VISUAL EQUIPMENT REPLACEMENT AND UPGRADES IN THE AMOUNT OF \$465,103 AND A 10% CONTINGENCY NOT TO EXCEED \$46,510

RECOMMENDATION(S)

1. Approve an agreement with Solutionz, Inc. for Council Chamber Audio/Visual Equipment Replacement and Upgrades in the amount of \$465,103 and a 10% contingency not to exceed \$46,510;
2. Authorize the City Manager to execute and administer the consultant agreement with Solutionz, Inc.; and
3. Adopt resolution amending the FY 2023-24 Information Systems Fund (Fund 730) Budget to appropriate \$256,612.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Maintaining and Enhancing Infrastructure
Fostering a Positive Organizational Culture
Preserving and Cultivating Public Trust
Enhancing Diversity and Inclusiveness

2024-2025 Strategic Priorities

Fiscal Sustainability
Community Engagement

REPORT NARRATIVE:

The most recent Council Chamber project included a complete remodel and installation of all new audio/video (A/V) equipment and was completed in 2014. The A/V equipment necessary for the operation of Council and commission meetings is well past its end of life and in need of replacement. Several pieces of equipment and operations are functioning with temporary fixes as we can no longer get support or replace many pieces of equipment. As per our ongoing evaluation of A/V equipment needs, it has become imperative to address the replacement and upgrade of our existing

infrastructure. The current equipment has served us well. However, obsolete equipment and technology, technological advancements, and evolving requirements necessitate an upgrade to ensure optimal performance and meet our organizational objectives and community expectations. Staff recommends a sole-source purchase of A/V infrastructure and equipment. In our evaluation of audio/video equipment needs, it's evident that replacing and upgrading our existing infrastructure is essential to meet evolving requirements and ensure optimal performance.

In addition to completely overhauling the Council Chamber A/V system, here is a list of improvements and upgrades that are included in the project:

- High-definition video production for livestream broadcast and Zoom.
- Complete audio system refresh, including a discussion microphone system, allowing for added flexibility with workshop setups.
- An assistive listening system provides two ways for people to listen: they can use a device provided to them at the meeting or their cell phone or tablet.
- In addition to all new cameras, two new cameras will be installed to improve the video for those watching remotely.
- The new system will include automation features for a better overall video product.
- A speaker timer that is built into the broadcast feed.
- A character generator that allows text and graphics to be added to the broadcast, such as a list of agenda items, meeting dates, etc.
- Installation of new A/V equipment, including all new cabling, mic, HDMI inputs, etc.
- New laser projectors will be used to improve the viewability of the presentation screens.
- Touchscreen monitors at each seat at the dais allowing the council members and commissioners to see presentations and videos more easily.

Section 3.04.140 - Competitive bid purchases over twenty-five thousand dollars and up to the amount authorized to be performed by the employees of a public agency for public projects per the State of California's Uniform Public Construction Cost Accounting Act states that the city manager may elect to make any purchase in any amount (except as the laws of the state otherwise require) in the following cases:

- By city manager approval upon a determination that competitive bids upon notice would not likely result in a lower price to the city from a responsible bidder or would cause unnecessary expense or delay under the circumstances. This report recommends the sole source purchase of A/V equipment replacement and upgrades from Solutionz Inc. due to several factors aligned with our procurement policies for such situations.

Justification for Sole Source Purchase:

- **Established Relationship:** Solutionz Inc. has been our trusted vendor for a considerable time, and we have fostered a strong working relationship with them. This familiarity with our organization's needs and processes streamlines communication and ensures efficient project execution.
- **Excellent Customer Service:** Solutionz Inc. has consistently demonstrated a commitment to excellent customer service over the last decade. Their responsiveness, technical expertise, and willingness to promptly address concerns have been commendable.
- **Unique and Specialized Work:** The nature of this project involves unique and specialized requirements that align closely with Solutionz Inc.'s expertise. Their prior experience installing our current infrastructure positions them as the most suitable vendor to undertake this task seamlessly.
- **Cost and Time Considerations:** Given the specialized nature of the work and Solutionz Inc.'s intimate knowledge of our setup, soliciting bids from multiple vendors is unlikely to result in cost savings. Moreover, the procurement process itself would consume valuable time, delaying the implementation of necessary upgrades.
- **Risk Mitigation:** Engaging another vendor could introduce risks such as incompatible equipment, additional integration work, or unforeseen expenses. Solutionz Inc.'s proposal includes comprehensive upgrades that align with our requirements, minimizing the likelihood of unexpected costs or complications.

Solutionz Inc., the current vendor with whom we've fostered a strong working relationship, is uniquely positioned to undertake this specialized task seamlessly. Their consistent commitment to excellent customer service, coupled with their prior experience in installing our current infrastructure, aligns closely with our project requirements. Given the specialized nature of the work and Solutionz Inc.'s intimate knowledge of our setup, soliciting bids from multiple vendors is unlikely to result in cost savings and would delay necessary upgrades. Engaging another vendor could introduce risks such as incompatible equipment or unforeseen expenses, whereas Solutionz Inc.'s proposal includes comprehensive upgrades that minimize the likelihood of unexpected costs or complications. Therefore, it is recommended that we proceed with a sole source purchase from Solutionz Inc. for the replacement and upgrade of our audio/video equipment, as their proven track record, expertise, and understanding of our organization's needs make them the optimal choice for ensuring a successful project outcome.

COMMUNITY ENGAGEMENT:

This report serves to inform the community of the City's Council Chamber Audio/Visual Equipment replacement and upgrade.

ALTERNATIVE ACTIONS:

Council could direct staff to solicit bids for the Council Chamber A/V replacement and upgrade project, which could result in a significant delay to the project.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

None.

FISCAL AND RESOURCE IMPACT:

\$75,000 will be funded from the Public Facilities Impact Fee Fund (347); \$180,000 will be funded from the General Fund (010); and \$256,612 will be funded from the Information Systems Fund (730) for a total project cost, including a 10% contingency of \$511,612. There is sufficient funding available in the current budget for the Public Facilities Impact Fee Fund and the General Fund. A budget adjustment in the amount of \$256,612 is needed for the Information Systems Fund.

CEQA (California Environmental Quality Act):

Not a project. The project includes the purchase and installation of A/V equipment, which does not have the potential to directly affect the physical environment.

AGREEMENT FOR COUNCIL CHAMBER AUDIO VISUAL REPLACEMENT AND UPGRADES

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

1. **City Authority.** This Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on _____, _____, 20____.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until December 31, 2024 at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by SERVICE PROVIDER shall be council chamber audio visual replacement and upgrades as further described in **Exhibit A.**
4. **Compensation.** SERVICE PROVIDER shall be compensated as follows:
 - 4.1. **Amount.** \$465,102.56. Total compensation to SERVICE PROVIDER under this Agreement during its initial term set forth in Section 2 above shall not exceed four hundred and sixty five thousand one hundred and two dollars and fifty six cents 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 SERVICE PROVIDER during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for the extended term exceed 105% of the maximum compensation allowed to be paid to SERVICE PROVIDER for one year of service during the initial term of this Agreement.
 - 4.2. **Billing.** SERVICE PROVIDER shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by SERVICE PROVIDER on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 14 Notices. Payment will be made to SERVICE PROVIDER within thirty (30) days of receipt of invoice by CITY. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY'S judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

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

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

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

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

6.2. **Bond.** SERVICE PROVIDER shall provide a performance bond in the amount of the contract.

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

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

SERVICE PROVIDER shall provide CITY with a complete list of the hazardous materials SERVICE PROVIDER reasonably anticipates it may need to use to provide the services of SERVICE PROVIDER under this Agreement, together with the reasonably anticipated quantities thereof, if requested by CITY.

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

8.1. **Insurance Types and Amounts.**

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

damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

8.1.5. Professional Liability.

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

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

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

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

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

8.2.1.1. "Additionally Insured" - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and

volunteers are named as additional insureds on a form at least as broad as ISO Form CG 20 10 for ongoing operations.

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

8.2.1.3. "Primary and Non-Contributing" - Insurance shall be endorsed to be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 01.

8.2.2. Workers Compensation.

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

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

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

Certificate Holder address:

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

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

10. **Compliance with Law.**

10.1. SERVICE PROVIDER and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. SERVICE PROVIDER and its officers, employees, agents, and subcontractors covenant there shall

be no discrimination based upon any basis prohibited by State or Federal law, including but not limited to, race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

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

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

Prior Judgments against SERVICE PROVIDER and/or its Subcontractors: BY SIGNING THIS AGREEMENT, SERVICE PROVIDER AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT SERVICE PROVIDER OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. SERVICE PROVIDER FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or SERVICE PROVIDER learns of such a judgment, decision, or order that was not previously

disclosed, SERVICE PROVIDER shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. SERVICE PROVIDER and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. CITY reserves the right to require SERVICE PROVIDER to enter into an agreement with CITY regarding the manner in which any such final judgment, decision, or order will be satisfied.

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

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

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

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

Address of SERVICE PROVIDER is as follows:

Solutionz, Inc.
Stephen Spears
1029 N. Swarthmore Ave.
Pacific Palisades, California 90272

Address of CITY is as follows:

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

17. **Maintenance of Records.**

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

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

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

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

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

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

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

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

22. **Defense and Indemnification.**

- 22.1. **Defense and Indemnification for Design Professional Services.** Consistent with California Civil Code Section 2782.8, for design professional services to be performed under this agreement by a design professional, as that term is defined under said Section 2782.8, 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 negligence, recklessness, or willful misconduct of SERVICE PROVIDER, and/or its agents, officers, employees, subcontractors, or independent contractors in performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement ("CLAIM") to the extent of SERVICE PROVIDER'S proportionate percentage of fault.
- 22.2. **Defense and Indemnification for Non-Design Professional Services.** For all services performed under this agreement not covered by Section 22.1 above, 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").
- 22.3. **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, active negligence, or willful misconduct of the CITY.
- 22.4. **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.
- 22.5. **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 (21) 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.

22.6. **Interpretation.** This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the 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. **Notice of Security and/or Privacy Incident.** If SERVICE PROVIDER, or its subconsultant, suspect, discover or are notified of a data security incident or potential breach of security and/or privacy relating to CITY PII, PHI and/or PCI, SERVICE PROVIDER shall immediately, but in no event later than forty-eight (48) hours from suspicion, discovery, or notification of the incident or potential breach, notify CITY of such incident or potential breach. SERVICE PROVIDER shall, upon CITY's request, investigate such incident or potential breach, inform the CITY of the results of any such investigation, and assist the CITY in maintaining the confidentiality of such information. In addition to the foregoing, SERVICE PROVIDER shall provide CITY with any assistance necessary to comply with any state and/or federal laws requiring the provision of notice of any privacy incident or security breach with respect to any CITY PII, PHI and/or PCI to the affected or impacted individuals and/or organizations, in addition to any notification to applicable state and federal agencies. SERVICE PROVIDER agrees that it shall reimburse CITY for all expenses, costs, attorneys' fees, and resulting fines, penalties, and damages associated with such incident, breach, investigation and/or notification.

26. **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.

27. **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.

28. **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.

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

contract” means a contract that is executed by applying an electronic signature using technology approved by the CITY.

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[Signatures on Next Page]

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

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

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

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

ATTEST:

CITY OF MORGAN HILL

City Clerk/Deputy City Clerk

City Manager

Michelle Bigelow
Print Name

Christina J. Turner
Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

By:

Donald A. Larkin
Print Name

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

Date: _____

Date: _____

By:

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

Date: _____

1056243
Contractor's License Number(s) (if applicable)

1000037382
Contractor's DIR Registration Number(s) (if applicable)

Expiration Date(s) 07/31/2025

Expiration Date(s) 06/30/2024

Seal:

SCOPE OF WORK

Overview

The City of Morgan Hill would like to upgrade their Council Chamber AV systems to achieve the following goals:

- **High Definition (HD) Production for Zoom & Broadcast**

The existing Production System only offers two standard definition cameras to be sent to Zoom, requires a lot of interaction to point cameras, recall presets, and put together a Broadcast-ready signal for recording and distribution. It is desired to use some level of automation to automatically select a camera preset based on microphone activation. The existing Leightronix Recorder/Billboard/Playout System utilizes Windows 7 and must be replaced.

Production Outputs

- Charter Cable Encoder
- YouTube/Facebook Live
- Camera feed to Zoom
- Civic Plus Encoder
 - It's not known how Civic Plus encodes a stream or if you intend to use this feature. You will be able to feed streams to YouTube, Facebook Live, and Civic Plus using a Restream Account with 3 stream licenses. If Civic Plus includes an Encoder, we will feed it appropriate audio & video.

- **Audio Upgrade**

The existing Biamp Nexia series Audio Processor is well past end-of-life.

The microphones are old and long discontinued.

Any solution must include Remote Microphone Muting capability to allow the ability of the Clerk or Production Operator to mute or unmute a member microphone.

It will include a new 2 ch Assistive Listening System with the ability for people to use their own phones for listening.

New Power Amplifiers to feed Speakers.

- **PC Refresh**

We will install (4) new PCs for:

- Zoom PC to replace Laptop
- Presentation
- PC for Video Billboard/Playout administration
- Clerk PC with two Video Heads
- The PCXs will be provided by the City.

- **Control Upgrade**

The existing Control Processor and Touch Panels are long discontinued and no longer supported. New hardware and programming is required.

- **Additional Feature Requests**

- Discussion Microphone System with 16 Mics and Remote Mute capability

- Dais Touch Panels and Voting
- Streaming Encoder Refresh with Recording capability
- Projector refresh

HD Production System

○ Cameras (6)

- Council - We will replace the (4) existing Standard Definition Cameras with Vaddio RoboShot 30E HD Cameras with SDI Output.
 - We will pull new cable and reuse the mounting location for all cameras
 - We will add a 5th camera to provide a dedicated wide shot of the Dais to use when a camera must move between shots.
 - We will include a 6th camera on the North Wall of Dais Platform for an additional angle on Table Discussions.
 - All Cameras will be Black unless you request white. There is no price difference.



○ Production Room

• Production Switcher

You need an HD Video Switcher with a minimum of (5) SDI Inputs for cameras and (2) HDMI Inputs for Presentation and VTC PCs. We have included a FOR-A HVS-100 which can be remotely controlled by the Control System (for automation options) and includes a physical controller for manual operation.

The Aux Bus will be used to select an outgoing signal for the VTC System. We do not want to send the incoming Zoom signal back to them. So when the Far End is talking, the system will automatically send an image the Dais Wide shot back to the person talking.

• Video Switching Automation (Included)

- This allows the Broadcast signal to automatically show the camera preset for the person who is actively talking.
- For the Council, there will be one camera at the back that always has a wide shot. This may be full width to capture the entire room, but will generally be zoomed in to capture all applicable Council or Board members. There will also be four "Closeup" Cameras. If a camera needs to move to another preset for the same camera, the wide shot will always appear between the two shots so the camera image will never be seen while moving.

○ Mode

The automation software operates in your choice of three modes:

- Full Automation – All cameras and position/zoom presets are selected and switched automatically based on microphone data, selected modes, and selected operational options. Outgoing VTC video is also selected automatically – Chamber wide shot when

- someone remote is speaking so they don't see themselves
 - Power Assist - All cameras and position/zoom presets are selected based on microphone data, selected modes, and selected operational options. However, the proposed Council shot is placed in Preview rather than program. The operator may use this suggestion or select another and then "Take" when ready.
- Full Manual – Council Camera/VTC selection is fully handled by the Production Operator.

- **Speaker Timer**

The Speaker Timer can be set to any amount of time the Clerk, or Mayor/Chair chooses. A default (such as 2:00 minutes) may be adjusted at any time. The Timer appears at the bottom of the Broadcast Screen, the in-Room Displays, on the Touch Panels, and on the outgoing video sent to Broadcast & Public VTC (Zoom).

- **Character Generator (CG)**

We will provide a device which will allow you to add Graphics to your Broadcasts. In addition to City Logo, Date & Time at all times, we will provide the ability to enter the name of the meeting, a standardized list of Agenda items for each Meeting type, and on-screen Speaker Timer. If you select the Dais Touch Monitors and Voting Option, the system will also show the members Name and Title whenever they speak long enough for the camera to provide a closeup.

Here is an example from the City of Newman:

<https://www.youtube.com/watch?v=7Yh22ziMLYA>

Note: Newman is about 1 hour from Morgan Hill if you would like to visit.



- **Replace DM Switching Matrix with Network-based Video Switching System**

There is an existing Crestron 16x16 Matrix that is now about 10 years old. Acknowledgment of the age alone should advise consideration of replacement.

We will identify below the source inputs and outputs that will be part of the upgraded system. This takes into account moving the Clerk Seat from the North to South side of the Dais.

INPUTS

Room Source Inputs

- 1) Floor Box (CMGT1) - Presentation PC at Lectern
- 2) Floor Box (CMGT1A) - HDMI Input at Lectern
- 3) Clerk PC out 1 to Floor Box FB1
- 4) Clerk PC out 2 to Floor Box FB1
- 5) Floor Box (CMGT6 & 7) - HDMI Portable Input Encoder 1
- 6) HDMI Input Plate in Clerk Floor Box FB1
- 7) HDMI Input Plate at Clerk FB2
- 8) HDMI Input Plate at Wall

Rack System Inputs

- 9) Zoom PC
- 10) Admin PC
- 11) Broadcast feed (Pre or Post CG)(post 16x16)
- 12) Air Media – HDMI Input
- 13) Presentation Feed with Timer Overlay
- 14) Zoom Send Overlay

OUTPUTS

Room

- 1) Projector 1
- 2) Projector 2
- 3) Projector 3
- 4) Clerk Touch Monitor (TP1 – Control)
- 5) Clerk Touch Monitor (TP2 – Clerk PC)
- 6) Clerk Touch Monitor (TP3 – Assignable - Clerk Out 2, Zoom, Pres)
- 7) Dais 55" Monitor
- 8) Lectern 55" Monitor
- 9) Floor Box (CMGT1,5,6,7-1,1A) - HDMI Portable Decoder 1
- 10) Floor Box (CMGT1,5,6,7-2,1A) - HDMI Portable Decoder 2
- 11) Lobby Monitor
- 12) West Conference Room
- 13) Dais Touch Monitor #1
- 14) Dais Touch Monitor #2
- 15) Dais Touch Monitor #3
- 16) Dais Touch Monitor #4
- 17) Dais Touch Monitor #5
- 18) Dais Touch Monitor #6
- 19) Dais Touch Monitor #7

Rack

- 20) Producer's Touch Monitor (TP2)
- 21) 17" Assignable Rack Monitor 1 (1080p) (CIT RMP-161-X17)
- 22) 17" Assignable Rack Monitor 2 (1080p) (CIT RMP-161-X17)
- 23) Active Presentation to Switcher
- 24) Speaker Timer Overlay/Vote - Room
- 25) Speaker Timer Overlay/Vote - Zoom

- **PC's**

We will install the (4) **owner furnished** PCs that you will need for the system as we have designed it. These are all micro format with a Ethernet-based KVM that allows the Producer and Clerk to view and control any of the PCs they need to.

- Clerk PC
 - Locate at Clerk Station or in the AV Rack. We will support two video outputs from it if they exist.
- Presentation PC
 - Located in rack or at Lectern)
- Video Conference PC (for WebEx or other VTC app)
 - We will also provide USB Capture devices to insert Chamber audio & video into the Video Conference App.
- Admin PC for Producer
 - For Graphics, Recorder, Scheduled Playout Appliance, or any need

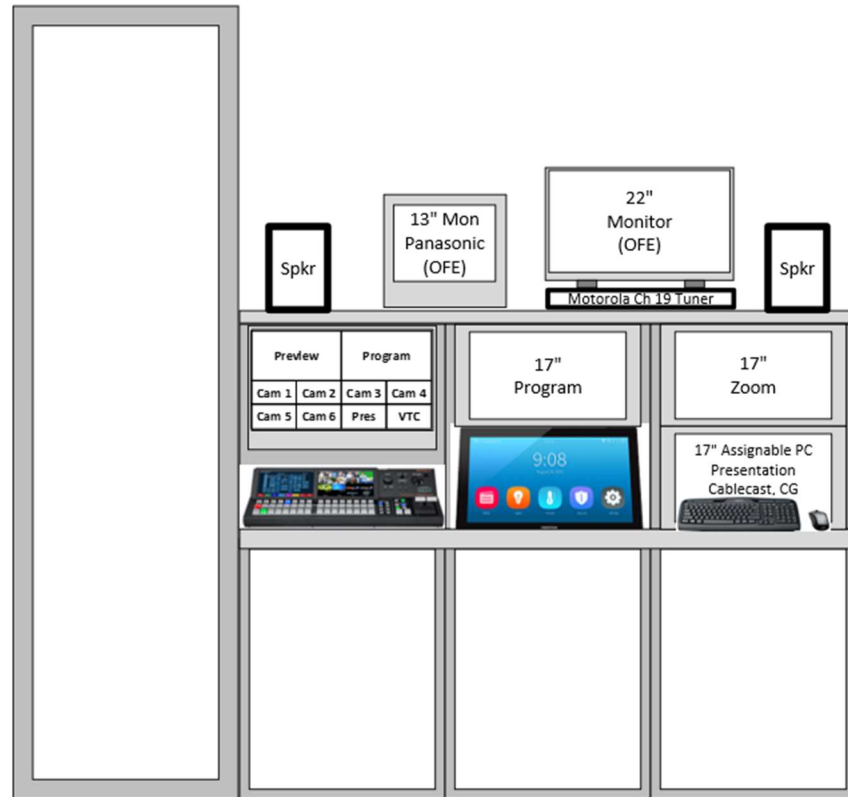
- **Document Camera**

- The existing Ceiling Doc Cam will not be supported. You may connect a portable document camera at the Lectern or Clerk Station HDMI input.

- **55" Monitors**

- We will provide (3) 55" Monitors to refresh the existing (2) Monitors in the Dais Well and the existing 55" Monitor on a cart.

- **Production Console**



We will utilize your existing rack and console frame.

We will place the Production Switcher Controller, 22" Touch Monitor and Wireless keyboard & Mouse on the counter. The Wireless Keyboard and Mouse may be assigned to any of the three PCs. We will reuse two of your existing Standard Definition TV/Monitors on top of the console for Cable TV confidence monitoring. We have included powered speakers that may be assigned to listen to any source or submix. Equipment will be installed in the main rack and under the console much as it is now.

- **Production Monitors**

- We will add a 20.5" Monitor on the left to display the Multiview output of the Production Switcher. This will display all 6 cameras, the active Presentation Signal, the VTC PC, Preview and Program.
- We will install (4) new 17" Monitors in the Console. (Your existing 17" Rack Monitor should be retained as a Spare.
 - One monitor will display the master Broadcast signal post Character Generator.
 - One will display the Switcher Multiview output showing the cameras, Preview & Program.
 - One will be dedicated to Video Conference
 - The fourth one may display either the active presentation PC, AirMedia, or the output of the Producer's admin PC which may be used for such things as the Cablecast Broadcast Billboard/Scheduled Playout System, the Character Generator, the Streaming Encoder/Recorder, YouTube Studio, or any other administrative purpose.

- We will reuse at least one of your existing Standard Definition monitors/TVs to allow monitoring of your Standard Definition Broadcast signals (i.e. Comcast).
- The Producer may use their Touch Monitor to assign PCs or AirMedia to the Assignable Monitor as well as select assignment of the Logitech Keyboard and Mouse.
- **Streaming Encoder/Recorder**
 - We have provided an option to provide a new Audio & Video Streaming Encoder and Recorder. The encoding stream may be automatically initiated when the Record button is pressed on the Touch Panel. The unit will record stream at a higher rate than the stream if desired. This unit may also be used to create an audio only recording if desired. After the recording is stopped, the file may be uploaded to a desired network storage, as well as left on the local recorder drive if desired.

Replace Projectors – 16,000 Lumen

- We will replace all three projectors with Panasonic PT-MZ16 series 16,000 Lumen UXGA Laser-based Projectors. We have included Long Throw Lenses and appropriate mounting hardware.

Audio System Refresh

- We have included (12) microphones to replace all Dais Microphones. These will have programmable buttons and LEDs which will be set to push on and push off. They may also be controlled by the Clerk, Producer, or the respective Dais Touch Monitors.
- Your existing wireless microphones are actually operating on frequencies that are not supposed to be used for Wireless Microphones. The FAA turned that frequency band over to Emergency Services and other purposed. We will provide (2) new Wireless Handheld Microphone Systems.
- We will replace the Biamp Nexia audio processing with current generation Biamp Tesira Server hardware.
 - The Inputs will support Acoustic Echo Cancellation on every microphone channel.
 - The system includes a VoIP telephone interface to allow connection of public or and/or members via a simple voice only connection.
 - We have provided an option for expansion of the audio system to support up to (16) Table Microphone discussion system.
- We will install a new energy efficient 8-channel amplifier to provide extended reliable



life.

- The existing Ceiling Speakers will be reused.
- We will provide a new Assistive Listening System including, at your request, (4) Rechargeable Receivers with Ear Speakers. Since you expressed interest in WiFi based Assistive Listening to allow users to use their own Phone or tablet, we have provided a WiFi-based system that can provide two channels (e.g. English & Foreign) to users running the Listen Everywhere App. We will also provide (4) WiFi-based Receivers with Ear Speakers and (2) Inductive neck Loops for use by those with Hearing Aids that support this.
- **Discussion Microphone System**
We have provided a subsystem that includes (16) Desk Microphones, Cables, and a portable case with Input Plate, power distribution, and a device to provide Dante encoding and logic Interface for remote muting control from the microphone itself, or the Clerk or Producer Touch Panels. We will also include additional Audio Processing in the Rack to support these as well as the engineering and programming to integrate seamlessly as part of the system including audio and video conferencing. This option includes a small Network Switch so we can transport all audio and control over a single LAN Jack in the Floor Box. We have included (16) 25' Mic Extension Cables (this is addition to the 10' cable attached to each Microphone.)



Control System

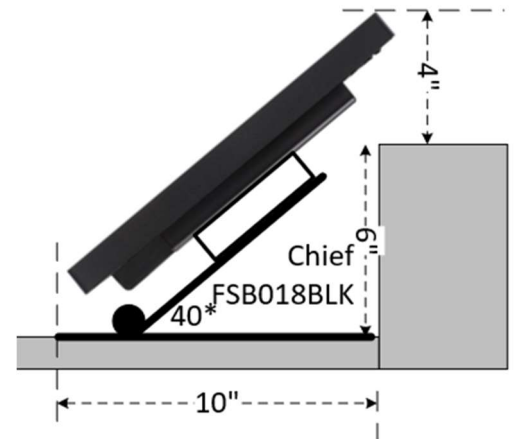
- **Control Processor**
A new Control System will be installed and programmed to facilitate the system functions. Both the Clerk and the Producer will get a 22" Touch Panel which will allow:
 - Chamber Projector Power and Screen
 - Presentation & VTC Source Selection for Display in the Chamber
 - Audio Control
 - Speech Volume within the Chamber
 - Presentation Volume within the Chamber
 - VTC Volume within the Chamber
 - Public Audio On/Off
 - Production
 - Video Preview
 - Camera Switching Automation Controls
 - Member Titles & Agenda Graphics selection
 - Audio Monitoring Selection and Volume
 - Stream/Recording Start/Stop
 - Additional functions will be available as noted with certain options

- **Dais Touch Monitors & Voting**

We have provided an option to provide (7) 22" Touch Monitors for the Dais Members.

A very low profile mount will be used that allows the monitor to lay barely higher than the modest rail.

Each member will see Presentation or Zoom Video, be able to control their micro phone mute, and be able to Vote. The Mayor position will be able to start and close Voting (if desired, as the Clerk may also do this), control Lectern Microphone Mute, and control the Timer.



If desired, you may also implement the Request to Speak (RTS) feature. This allows for use of Parliamentary Procedure with each member pressing a button indicating their Request to Speak. The Mayor/Chair may recognize their choice of speaker and thus enable their microphone. Any member may also immediately disregard the RTS function and unmute their microphone.

Using Meeting Editor, an administrator may enter the name of any group that meets in that room, list the names of all members, their display titles for Broadcast, their voting rights, and if they get a Request to Speak Display Queue. Each member logs in by selecting their name from a list on the screen after the Clerk selects and "starts" the Meeting (this is actually usually done well ahead of the meeting actually starting.)

 		Tuesday, December 13, 2022 7:03
Shane Tomlinson	Yes	
John Pimentel	Yes	
Casey Graham	Yes	
Laroy McDonald	Yes	
Scott Ball	Yes	
Yes 5 No 0 Abstain 0 Recusal 0		

- **Ethernet Switch**

We will provide two Netgear 40-port managed switches with POE+ sufficient to power all devices and switch all video streams without blocking. If you desire, we will connect to your network at one point and use an IP addressing scheme appropriate.

INTEGRATION SERVICES

Labor

The Technical Services cost includes the Design Engineering, Project Engineering, CAD, Programming, Project Management, Shop and Field Installation Labor, Site Configuration and Testing, and Training required for the project. Hourly technician Labor is priced for Prevailing Wage.

Materials costs include the cable, connectors, plate, panels and miscellaneous incidental components required to integrate the AV equipment into the final system.

Training

Training will include separate sessions for Room Users, Clerk, and Technical Administrators. Training sessions will be as long as required. Room Users usually need less than 20 minutes. The Clerk will probably want 1-2 hours.

Technical Administrators will probably want 4-6 hours.

Project Duration

Once we are onsite, we will require approximately 4 weeks for installation, commissioning, and Training.

Warranty

Budget assumes 1 Year Warranty with:

- 2 hour Phone Support
- 8 hour remote Support via VPN
- 48 Hour on-site response if needed
- (2) Preventative Maintenance Visits/year

Attachments

- Detailed Pricing Breakout

EXHIBIT B

SCHEDULE OF COMPENSATION

Qty	Manufacturer	Model #	Description	Unit Price	Ext Price
				Updated	3/23/2024
PRODUCTION					
6	VADDIO	999-99330-000	ROBOSHOT 30E SDI	\$4,518.23	\$27,109.38
1	FOR_A	HVS-100TA	Production Switcher	\$13,942.00	\$13,942.00
1	FOR-A	HVS-100PCI	Dual HDMI Input Card	\$2,486.00	\$2,486.00
1	FOR-A	HVS-100ED	Editor Control Software	\$1,421.00	\$1,421.00
1	Digit	7A0-0348-RK	ChyTV Multi-SDI SD/HD SDI Input/output	\$6,019.23	\$6,019.23
1	AJA	3G-AMA	Audio to SDI Inserter	\$1,280.77	\$1,280.77
1	AJA	KUMO1616	16x16 SDI Switcher	\$3,242.31	\$3,242.31
1	Digit	7A0-0348-RK	ChyTV Multi-SDI SD/HD SDI Input/output	\$6,019.23	\$6,019.23
5	DECIMATOR	MD-HX	SDI-HDMI Scaler Cross Converter	\$378.21	\$1,891.05
1	TIGHTROPE	CBL-VIO2-600	CABLECAST VIDEO SERVER - 2 port	\$24,994.67	\$24,994.67
1	TIGHTROPE	CBL-CGPLAYER-LIC	Cablecast CG bulletin board software for VIO4	\$1,653.33	\$1,653.33
4	MARSHALL	V-LCD173HR	6RU 17" 1080p Rack Monitor	\$1,295.00	\$5,180.00
PRESENTATION AND ROUTING					
3	SAMSUNG	QB55R	55" Commercial Monitor	\$1,123.00	\$3,369.00
3	LOGITECH	MX KEYS/MX MASTER	Wireless Keyboard & Mouse with PC Switching	\$286.25	\$858.75
1	MAGEWELL	32070	USB Capture 2.0 SDI	\$383.33	\$383.33
2	CRESTRON	DGE-100	Digital Graphics Engine 100	\$1,375.00	\$2,750.00
AUDIO					
1	AUDINATE	ADP-USB-AU-2X2	AVIO DANTE 2x2 USB IO	\$252.00	\$252.00
12	SHURE	MX418D/C	Cardioid-18" Desktop Gooseneck Condenser Microphone, Attached 10' XLR Cable, Logic Functions, Progra	\$306.41	\$3,676.92
3	CLOCK AUDIO	CDT100MK3-PSU-UDP	UDP Version (For Crestron/AMX/QSC logic control users only) Dante Transporter for Audio and Control	\$1,119.23	\$3,357.69
2	SHURE	ULXD4=-H50	Single Digital Wireless Receiver with PS41US Power Supply, 1/2 Wave Antenna and Rack Mounting Hardware	\$1,011.54	\$2,023.08
2	SHURE	ULXD2/B58=-H50	Handheld Transmitter with BETA 58A® Microphone	\$641.03	\$1,282.06
1	SHURE	UA221	Passive Antenna Splitter/Combiner Kit. Includes Two Splitter/Combiners, Four Coaxial Cables, and Att	\$160.26	\$160.26
1	BIAMP	TESIRA SERVER IO AVB	DSP Frame	\$5,725.00	\$5,725.00
1	BIAMP	EX-UBT	USB/Bluetooth Adapter for Tesira	\$545.00	\$545.00
1	BIAMP	TESIRA SIC-4	Input Card - 4 ch	\$282.00	\$282.00
3	BIAMP	TESIRA SEC-4	Mic Input Card with AEC 4-ch	\$565.00	\$1,695.00
3	BIAMP	TESIRA SOC-4	Output Card 4-ch	\$248.75	\$746.25
1	BIAMP	TESIRA SVC-2	VOIP Card - 2ch	\$565.00	\$565.00
1	BIAMP	TESIRA DAN-1	Dante Network Card	\$1,152.00	\$1,152.00
2	BIAMP	TESIRA DSP-2	DSP Processor Card	\$689.00	\$1,378.00
1	EXTRON	60-2025-01	Eight Channel Amp, Configurable 200 watts at 70 volts	\$2,421.00	\$2,421.00
1	LISTEN TECH	LWS-10-A1-D	Assistive Listening System - WiFi System - 2 ch Server, 2 LWR-1050 Receivers, 2 Ear Spkr & 2 Loops	\$1,395.00	\$1,395.00
2	LISTEN TECH	LWR-1050	Assistive Listening System - WiFi Receiver	\$421.00	\$842.00
2	LISTEN TECH	LA-164	Ear Speaker	\$17.62	\$35.24
1	MACKIE	CR5-XBT (PAIR)	5" Creative Reference Multimedia Monitors with Bluetooth (Pair)	\$292.00	\$292.00
CLERK MONITORS					
3	CRESTRON	TSD-2220-B	21.5" HD Touch Screen Display, Black	\$1,410.26	\$4,230.78
3	WEARSON	WS-03A	Adjustable LCD Monitor Stand Mount Folding VESA Monitor Desk Stand	\$53.32	\$159.96

3	CRESTRON	DGE-100	Digital Graphics Engine 100	\$1,375.00	\$4,125.00
PRODUCER'S TOUCH MONITOR					
1	CRESTRON	TSD-2220-B	21.5" HD Touch Screen Display, Black	\$1,410.26	\$1,410.26
1	WEARSON	WS-03A	Adjustable LCD Monitor Stand Mount Folding VESA Monitor Desk Stand	\$53.32	\$53.32
1	CRESTRON	DGE-100	Digital Graphics Engine 100	\$1,375.00	\$1,375.00
CONTROL HARDWARE					
1	CRESTRON	CP4	Master Control Processor	\$1,466.00	\$1,466.00
3	GLOBAL CACHE	GLO-IP2CCP	Global Cache iTach IP2CC with PoE Option	\$156.67	\$470.01
2	NETGEAR	GSM4248P-100NAS	Netgear Switch - 40 x8, 480W POE+	\$2,432.00	\$4,864.00
2	FIBERMALL	B089D1ZCJ	AXM765 Compatible Copper 10G 30m SFP+	\$88.00	\$176.00
2	IWILLINK	YUNXI-PN-48LTK-C6	CAT6 Patch Bay - Shielded, 48 port	\$120.00	\$240.00
INSTALLATION MATERIALS					
1	SOLUTIONZ	INSTALL_MATERIAL	Misc cables, connectors, plates and hardware (INCLUDE Extension Cord- Power 25' 18# Black, CAT6 25' Black Patch Cord (Stranded))	\$6,700.00	\$6,700.00
1		FREIGHT	Freight charges	\$2,903.00	\$2,903.00

Equipment Total **\$158,598.88**
9.13% Sales Tax **\$14,480.08**

40	SOLUTIONZ	DESIGN_M	System Design	\$150.00	\$6,000.00
32	SOLUTIONZ	CADD_M	CAD Drawing	\$120.00	\$3,840.00
81	SOLUTIONZ	PROGRAM_M	Programming	\$150.00	\$12,150.00
48	SOLUTIONZ	TESTING_M	Testing & Commissioning	\$150.00	\$7,200.00
16	SOLUTIONZ	SHOPINSTALL_M	Shop Installation	\$120.00	\$1,920.00
144	SOLUTIONZ	FIELDINSTALL_PW	Field Installation	\$150.00	\$21,600.00
40	SOLUTIONZ	PROJMGMT_M	Project Management	\$150.00	\$6,000.00
12	SOLUTIONZ	MISC-TRAVEL	Misc Travel	\$1,000.00	\$12,000.00
1	SOLUTIONZ	Subcontract	Cablecast Training	\$2,500.00	\$2,500.00
Labor Total				\$0.00	\$73,210.00

SERVICE & SUPPORT

1	SOLUTIONZ	SS-SUPPORT-PG	Performance Guaranty - 1 Year	\$7,000.00	\$7,000.00
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GRAND TOTAL **\$253,288.96**

OPTIONS

OPTIONS

OPTIONS

REPLACE MATRIX

3	DIGITALINX	IPEX5001-WP-W	HDMI Over IP Wall Plate Encoder	\$658.20	\$1,974.60
12	DIGITALINX	IPEX5001	HDMI Over IP Encoder - Scalable 4K Solution over 1Gb Network w/ full Matrix & Video wall Capability	\$662.28	\$7,947.36
27	DIGITALINX	IPEX5002	HDMI Over IP Decoder - Scalable 4K Solution over 1Gb Network w/ full Matrix & Video wall Capability	\$666.87	\$18,005.49
1	DIGITALINX	IPEXAR-5000-100	ARRANGER CNTRLR 5000 51-100	\$665.33	\$665.33
2	DIGITALINX	DL-HDRKUNV6	6RU RACKMOUNT SYSTEM, up to 10	\$184.20	\$368.40
3	DIGITALINX	DL-RPIP5000	Rack panel kit for DigiIP IPEX5000 series 5 pack	\$73.00	\$219.00
1	SOLUTIONZ	INSTALL_MATERIAL	Misc cables, connectors, plates and hardware	\$5,600.00	\$5,600.00
1	SOLUTIONZ	S/H-S	Freight charges	\$135.00	\$135.00

Equipment Total **\$34,915.18**
9.13% Sales Tax **\$3,187.76**

16	SOLUTIONZ	DESIGN_M	System Design	\$150.00	\$2,400.00
16	SOLUTIONZ	CADD_M	CAD Drawing	\$120.00	\$1,920.00
16	SOLUTIONZ	PROGRAM_M	Programming	\$150.00	\$2,400.00
24	SOLUTIONZ	TESTING_M	Testing & Commissioning	\$150.00	\$3,600.00
16	SOLUTIONZ	SHOPINSTALL_M	Shop Installation	\$120.00	\$1,920.00

32	SOLUTIONZ	FIELDINSTALL_PW	Field Installation	\$150.00	\$4,800.00
16	SOLUTIONZ	PROJMGMT_M	Project Management	\$150.00	\$2,400.00
REPLACE MATRIX OPTION TOTAL					\$57,542.94

TABLE DISCUSSION MIC SYSTEM

16	SHURE	MX418D/C	Cardioid-18" Desktop Gooseneck Condenser Microphone, Attached 10' XLR Cable, Logic Functions, Progra	\$306.41	\$4,902.56
4	CLOCK AUDIO	CDT100MK3-PSU	UDP Version (For Crestron/AMX/QSC logic control users only) Dante Transporter for Audio and Control	\$1,119.23	\$4,476.92
1	BIAMP	TESIRA SEC-4	Mic Input Card with AEC 4-ch	\$565.00	\$565.00
1	BIAMP	0447.900	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 ch	\$2,498.72	\$2,498.72
1	NETGEAR	NGR-GSM4230PX-100NAS	Netgear Switch - 24 Ports, POE+	\$1,680.85	\$1,680.85
1	FURMAN SOUND	M-8X2	15A Standard Power Conditioner, 9 Outlets, 1RU, 6Ft Cord	\$98.65	\$98.65
1	Liberty	Custom 2RU I/O	Custom I/O Plate - 16 XLR5f, RJ45	\$300.00	\$300.00
1	GATOR CASES	G-PROR-6U-19	Pro-Series Molded Mil-Grade PE Rack Case; 6U, 19" Deep; w/ Handle & Wheels	\$413.32	\$413.32
1	SOLUTIONZ	INSTALL_MATERIAL	Misc cables, connectors, plates and hardware	\$850.00	\$850.00
1			Microphone Cables - 25'	\$0.00	\$0.00
1			Extension Cord- Power 25' 18# Black	\$0.00	\$0.00
1			CAT6 25' Black Patch Cord (Stranded)	\$0.00	\$0.00
1		FREIGHT	Freight charges	\$135.00	\$135.00

Equipment Total \$15,921.02

9.13% Sales Tax \$1,453.59

4	SOLUTIONZ	DESIGN_M	System Design	\$150.00	\$600.00
4	SOLUTIONZ	CADD_M	CAD Drawing	\$120.00	\$480.00
8	SOLUTIONZ	PROGRAM_M	Programming	\$150.00	\$1,200.00
8	SOLUTIONZ	TESTING_M	Testing & Commissioning	\$150.00	\$1,200.00
8	SOLUTIONZ	SHOPINSTALL_M	Shop Installation	\$120.00	\$960.00
8	SOLUTIONZ	FIELDINSTALL_PW	Field Installation	\$150.00	\$1,200.00
4	SOLUTIONZ	PROJMGMT_M	Project Management	\$150.00	\$600.00

0 Option Discussion Mics - Sub-Total \$23,614.61

DAIS MONITORS & VOTING

7	CRESTRON	TSD-2220-B	21.5" HD Touch Screen Display, Black	\$1,410.26	\$9,871.82
7	CHIEF	FSB018BLK	FLAT SCREEN TABLE STAND -BLACK	\$257.96	\$1,805.72
7	CRESTRON	DGE-100	Digital Graphics Engine 100	\$1,375.00	\$9,625.00
1	SOLUTIONZ	INSTALL_MATERIAL	Misc cables, connectors, plates and hardware	\$300.00	\$300.00

Equipment Total \$21,602.54

9.13% Sales Tax \$1,972.31

4	SOLUTIONZ	DESIGN_M	System Design	\$150.00	\$600.00
4	SOLUTIONZ	CADD_M	CAD Drawing	\$120.00	\$480.00
8	SOLUTIONZ	PROGRAM_M	Programming	\$150.00	\$1,200.00
8	SOLUTIONZ	TESTING_M	Testing & Commissioning	\$150.00	\$1,200.00
8	SOLUTIONZ	SHOPINSTALL_M	Shop Installation	\$120.00	\$960.00
8	SOLUTIONZ	FIELDINSTALL_PW	Field Installation	\$150.00	\$1,200.00
4	SOLUTIONZ	PROJMGMT_M	Project Management	\$150.00	\$600.00

Option Dais Monitors - Sub-Total \$29,814.85

STREAMING/RECORDER

1	EXTRON	60-1594-01	Single Channel H.264 Streaming Media Processor	\$2,613.33	\$2,613.33
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Equipment Total \$2,613.33

9.13% Sales Tax \$238.60

1	SPINITAR	PROGRAM_M	Programming	\$150.00	\$150.00
2	SPINITAR	TESTING_M	Testing & Commissioning	\$150.00	\$300.00
1	SPINITAR	FIELDINSTALL_PW	Field Installation	\$150.00	\$150.00

0

Option Streaming Recorder - Sub-Total**\$3,451.93****PROJECTORS**

3	Panasonic	PT-MZ16KLBU	WUXGA 1920 X 1200 16000 LMNS LCD Laser Projector No Lens, Black	\$18,464.71	\$55,394.13
3	Panasonic	ET-EMT700	2.10 - 4.14:1 Zoom lens for PT-MZ16K/MZ13K/MZ10K LCD laser projectors	\$4,101.33	\$12,303.99
3	CHIEF	VCMU	VCMU INCL CUSTOM HBU BLK	\$449.92	\$1,349.76
1		FREIGHT	Freight charges	\$2,903.00	\$2,903.00

Equipment Total**\$71,950.88****9.13% Sales Tax****\$6,569.12**

1	SOLUTIONZ	PROGRAM_M	Programming	\$150.00	\$150.00
2	SOLUTIONZ	TESTING_M	Testing & Commissioning	\$150.00	\$300.00
8	SOLUTIONZ	FIELDINSTALL_PW	Field Installation	\$150.00	\$1,200.00

Option Projectors - Sub-Total**\$80,170.00****New Power Management & UPS**

3	Tripp Lite	SMART1500LCD	Smart UPS 1500VA, 900W, 2RU	\$394.00	\$1,182.00
3	FURMAN SOUND	M-8X2	15A Standard Power Conditioner, 9 Outlets, 1RU, 6Ft Cord	\$98.65	\$295.95
2	Middle Atlantic	PDT-1615C-CS	Vertical Power Strip 16 outlets, 15A	\$161.00	\$322.00
1	SOLUTIONZ	INSTALL_MATERIAL	Misc cables, connectors, plates and hardware	\$300.00	\$300.00

Equipment Total**\$2,099.95****9.13% Sales Tax****\$191.73****Option Power Management - Sub-Total****\$2,291.68****UPGRADE SERVICE & SUPPORT**

1	SOLUTIONZ	SS-SUPPORT-CUSTOM	Custom Support Agreement - 48 Hr SLA, (2) PM	\$8,000.00	\$8,000.00
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GRAND TOTAL**\$458,174.95****Bond (if required)****\$6,927.61****Total w/Bond****\$465,102.56**

EXHIBIT C
SCHEDULE OF PERFORMANCE

May 6 th -10 th	Contract and project set up.
May 13 th -17 th	Internal & External Kick off meetings
May 20 th -24 th	Order equipment and receive equipment deliver schedules.
May 27 th -31 st	Schedule installation dates based on equipment delivery dates.
June 24 th -28 th	Assumed equipment has been delivered.
Mid -July	Installation 4-weeks
Mid-August	Test, Commission, and sign off

RESOLUTION NO. 24-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MORGAN HILL APPROVING AN AMENDMENT TO
THE CITY'S FISCAL YEAR 2023-2024 BUDGET IN THE
INFORMATION SYSTEMS FUND (FUND NO. 730) TO
APPROPRIATE \$256,612.00**

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

WHEREAS, the reasons supporting this Resolution are set forth in detail in that certain City Council Staff Report entitled "Approve an Agreement with Solutionz, Inc. for the Purchase and Installation of the Council Chamber Audio/Visual Equipment Replacement and Upgrades" submitted for City Council consideration at its meeting of April 24, 2024, submitted to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

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

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

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

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

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

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

- a. That the City's previously adopted Fiscal Year 2023-2024 Budget, as the same has been amended to date, is hereby further amended in accordance with and as

reflected on Exhibit A attached hereto and incorporated herein by this reference;
and

- b. That the City Clerk is hereby authorized and directed to forward a copy of this Resolution to the City's Finance Director, who is hereby authorized and directed to take all actions necessary to implement the terms of this Resolution pertaining to the Fiscal Year 2023-2024 Budget of City.

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

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Morgan Hill at its meeting held on this 24th day of April 2024 by the following vote:

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

APPROVED:

ATTEST:

MARK TURNER, Mayor

MICHELLE BIGELOW, City Clerk

∞ CERTIFICATION ∞

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. 24-_____ adopted by the City Council at the meeting held on the 24th day of April 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 #

021

FUND:

FUNTION:

DEPARTMENT:

DIVISION:

OBJECT:

730	Information Systems Fund
00	General Services
10	Administrative Services
5145	Communication and Engagement
49253	TRANSFER OUT-BLDG REPLACEMENT FUND (741)

AGENDA DATE:

04/24/24

AGENDA ITEM TITLE:

AV Equipment Upgrade

	07/01/23 BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI- ATIONS	06/30/24 PROJECTED ENDING FUND BALANCE
ORIGINAL BUDGET	793,101	2,493,922	2,683,931	603,092
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	-	-	-
RECOMMENDED ACTION		-	256,612	(256,612)
RESULT OF RECOMMENDED ACTION	793,101	2,493,922	2,940,543	346,480

CITY COUNCIL STAFF REPORT

MEETING DATE: April 24, 2024

PREPARED BY:

Mario Ramirez, Police Captain

APPROVED BY: City Manager

APPROVE THE 2023 MILITARY EQUIPMENT USE REPORT AND PURCHASE OF A Lenco BEARCAT AND FIVE COLT CARBINE RIFLES

RECOMMENDATION(S)

1. Approve 2023 Military Equipment Use Report and approve the continued use of military equipment contained in the report;
2. Authorize the purchase of one Lenco BearCat from Lenco Industries, Inc. dba in an amount not to exceed \$410,000;
3. Authorize the purchase of five Colt Carbine Rifles in an amount not to exceed \$9,000;
4. Authorize the City Manager to execute the purchase agreement with Lenco Industries, Inc. dba.;
5. Adopt resolution to amend the FY23-24 Budget to appropriate \$127,000 to the Vehicle Replacement Fund (790); and
6. Amend Morgan Hill Police Department Policy 709 (Military Equipment) to include the five additional patrol rifles.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

2024-2025 Strategic Priorities

Fiscal Sustainability

Guiding Documents

Public Safety Master Plan

REPORT NARRATIVE:

2023 Military Equipment Use Report

The Police Department has completed its 2023 Annual Military Equipment Use Report and presented it to our community at a town hall meeting located at the City Council Chambers on April 10, 2024. The Annual Report is included as an attachment for review and approval. The community present at the town hall meeting were in support of the

continued use of military equipment and in support of the additional equipment requested in this staff report.

Armored Rescue Vehicle Purchase

In 2008, the Santa Clara County Sheriffs Office (SCCSO) completed and submitted a grant application through the Urban Areas Security Initiative (UASI) program for a Chemical, Biological, Radiological, Nuclear, and high yield Explosives (CBRNE) Armored Rescue Vehicle (ARV) in the amount of \$310,000.

In 2010, UASI agreed to fund the SCCSO's grant application with stipulations that the acquired armored rescue vehicle would be a mutual aid resource shared by SCCSO, the Morgan Hill Police Department (MHPD), and the Gilroy Police Department (GPD) and stored in south Santa Clara County, to reduce response times during critical incidents. At that time, all three agencies agreed to these requirements and agreed to store the ARV at the GPD, with SCCSO being the Grant Manager, ensuring compliance with the grant requirements. GPD was selected as the primary storage facility because it is located in south Santa Clara County, the ARV could be stored indoors, and GPD is staffed 24 hours a day, seven days a week. The City of Gilroy also agreed to provide preventative maintenance on the ARV. In 2011, SCCSO, MHPD, and GPD took possession of the CBRNE-equipped Lenco BearCat, and the ARV was housed at GPD until 2021. The City of Gilroy Fleet Department performed regular vehicle maintenance on the ARV from 2011 until 2021.

In September 2021, Governor Newsom signed into law Assembly Bill (AB) 481, relating to the use of "military equipment" by law enforcement agencies. AB 481 requires a law enforcement agency to obtain approval from the applicable governing body via the adoption of a "military equipment" use policy before funding, acquiring, or using military equipment. The passage of AB 481 mandated more stringent control over the usage of the ARV. It justified the SCCSO's removal of the ARV from GPD and south Santa Clara County by relocating it to their facility in San Jose.

In April 2021, SCCSO staff picked up the ARV from GPD and subsequently implemented restrictions on its usage until an official checkout process could be established and monitored by SCCSO staff. We have tried to work with the SCCSO to find some common ground that would be in the best interests of all three impacted agencies, but these efforts have been unsuccessful due to state mandates imposed by AB 481.

Over the proceeding months, SCCSO staff established a strict checkout process that required completion of the process before any other agency could use the ARV. The checkout process consists of the following steps:

- A telephone call to SCCSO administration asking for permission to use the ARV. This step in the process can take up to an hour because SCCSO administration is not always available to field telephone calls immediately.
- After authorization is approved, the requesting agency must drive to San Jose, where the ARV is stored. This step in the process can take up to an hour and a

half, depending on the time of day and traffic conditions.

- The requesting agency may need to wait for an SCCSO employee to respond and let them into the secured garage. The facility the SCCSO has chosen to store the ARV is not staffed 24 hours a day, and during those off hours, the requesting agency may have to wait an extended period to be given access to the secured garage.
- The requesting agency will need to perform a physical inspection of the ARV as part of the checkout inspection process. During rapidly evolving events, the emergency response of vital equipment is crucial to the preservation of life.
- After the checkout inspection process has been completed, the ARV can be driven to south Santa Clara County to be deployed. Again, this step in the process can take up to an hour and a half, depending on the time of day and traffic conditions.

As previously stated, the entire checkout process takes anywhere from one to three hours, depending on the timing of the Santa Clara County Sheriff's Office Administration, the availability of the ARV, the SCCSO staff availability to the garage, and then traffic conditions to and from San Jose. The relocation of the ARV from Gilroy to San Jose has drastically increased the response time of a vital lifesaving piece of equipment.

The process of returning the ARV to the Santa Clara County Sheriff's Office is similar to the checkout process.

In addition to the lengthy checkout process, there have been numerous times over the past two years when the SCCSO has not been able to approve our use of the ARV. The SCCSO staff has provided us with the following justifications:

- The ARV is down for maintenance;
- The ARV is already in use;
- The ARV has been blocked out for use by SCCSO; and
- The ARV is not authorized for community events.

The SCCSO advised us that the ARV could not be used for any community events such as Coffee with a Cop and National Night Out. In the interest of transparency, these are optional opportunities for community members to familiarize themselves with our vehicles and pieces of equipment personally.

Additionally, when we have requested the ARV for our special events, additional restrictions have been placed on where we can store or park the ARV. For example, we are required to ensure the vehicle is out of sight from the public, which would require us to house the ARV at the police department. By not storing the ARV at the location of the special event, this would cause a delay in a rapid response to a critical incident.

There have been five documented incidents within the past three years when the

deployment of the ARV was critically needed to minimize the exposure of police officer safety, secure proximity to tactical observations, provide time to formulate de-escalation plans, and conduct safe suspect apprehension. The ARV was not available during the following critical incidents:

January 2023 - A subject inside a residence, brandishing a knife, kicked in a door and threatened the reporting party. Upon police arrival, the subject locked himself in an upstairs bedroom and refused to come out. SCCSO advised the ARV was not available due to maintenance. Negotiations with the subject were limited by his isolation in the bedroom and our stand-off distance. De-escalation was attempted but had limited success due to our inability to get close enough to communicate effectively with the subject. The subject was eventually taken into custody after surrendering.

January 2023 - Pre-planned service of a search warrant related to convicted felons in possession of firearms and ammunition. Per the SCCSO, the ARV was not available due to the severity of the crimes. We reached out to Campbell Police Department (CPD), which graciously agreed to assist with their ARV and two police officers. CPD's ARV was used to establish communication with the residents using the vehicle's integrated two-way intercom system. De-escalation tactics were employed, and the residents cooperated with the service of the search warrant.

November 2022 - The Merced Police Department tracked a homicide suspect to Gilroy and located him at a local hotel. The subject was wanted for the shooting murder of a 9-month-old child, and the weapon in this crime was still outstanding. By the time the lengthy checkout process with the SCCSO was completed, the suspect had left the hotel on foot, and our SWAT Team officers were forced to utilize unarmored vehicles and took the suspect into custody, with an increase to the SWAT Team officers' and the public's safety.

August 2021 - During a domestic dispute, the suspect armed himself with a shotgun and discharged multiple rounds inside the residence. The shotgun rounds did not hit anyone and the suspect was eventually contacted and arrested. An ARV would have been used to initiate verbal contact with the suspect. However, we did not have the staff available to go through the lengthy checkout process for the ARV. The ARV would have been used during this event as the vehicle's ballistic protection provides a safe environment for our police officers to employ de-escalation techniques and establish clear communication with the suspect using the vehicle's integrated two-way intercom system.

November 2021 - An arrest warrant was served at the residence of a homicide suspect. The homicide involved a firearm, and the firearm was not located. SCCSO advised the ARV was unavailable, and due to the severity of the crime, we reached out to Santa Clara Police Department (SCPD), which agreed to assist with their ARV and two police officers. SCPD's ARV was used to establish communication with the residents using the vehicle's integrated two-way intercom system. De-escalation tactics were employed, and the residents cooperated with the service of the arrest warrant.

The Police Department is requesting authorization to replace our shared ARV. As the federal government's purchasing agent, the General Services Administration (GSA) connects federal purchasers with the most cost-effective and high-quality commercial products and services. This justification is used to purchase the ARV through GSA Advantage. GSA Advantage sources different government contracts that are not competitively bid but have substantive cost savings across the board. Overall, the City of Morgan Hill will save 5% on the purchase when compared with open market prices.

The Lenco BearCat is an Armored Rescue Vehicle specifically designed for public safety with ballistic protection designed to enhance police officer and citizen safety during high-risk search warrants, hostage situations, armed barricaded subjects, active shooter incidents, and other dangerous critical incidents. The ARV would be used as a rescue vehicle to save lives, provide safety for the medical personnel treating victims, provide safe proximity for crisis negotiations at the scene, and provide the ability to safely deliver equipment, supplies, and other necessities during high-risk operations. Additionally, the vehicle's ballistic protection provides an environment for our police officers to de-escalate incidents with potentially armed suspects.

- The term "armored" is not to be confused with the term "armed." An armored vehicle is simply a vehicle with ballistic resistance capabilities and has no weapons mounted or attached to the vehicle.
- The term "ballistic" has to do with the field of mechanics concerning launch, flight behavior, and impact effects of projectiles. The Armored Rescue Vehicle ballistic protection rating is not the same as the generalized term of being "bulletproof," which is more commonly used but is inaccurate.

The Lenco BearCat is the same brand of armored rescue vehicle currently utilized by the Morgan Hill Police Department as well as all surrounding municipalities and agencies. The standardization of this vehicle allows for additional personnel from neighboring law enforcement agencies to have the necessary knowledge of the ARV's operation and capabilities. Purchasing the same brand of ARV eliminates the need for additional training and the associated costs of maintaining a different type of vehicle. The Lenco BearCat is based on a Ford F-550 Super Duty commercial truck chassis. It is the only ARV with a 131-inch wheelbase, thus allowing the compact vehicle to have a tighter turning radius than larger options. The smaller turning radius allows the user to navigate through city streets and traffic with greater maneuverability.

Morgan Hill Police Department is committed to using best practices and contemporary law enforcement equipment to enhance our ability to provide the highest level of public safety to our community. ARVs have been and continue to be employed by the MHPD and law enforcement agencies across the country to enhance the safety of the community and law enforcement members. These items provide police officers with the ability to safely resolve volatile situations and critical incidents that potentially would become lethal force encounters. Our current policies provide our police officers with guidelines for using and maintaining an ARV, and it is already listed in our annual equipment inventory report to the City Council.

The use of an ARV is critical to Morgan Hill Police Department's mission and will continue to be strictly regulated through our internal processes and oversight. MHPD Policy 708 is our Equipment Use Policy, and it outlines each item identified in Government Code section 7070 that the City of Morgan Hill currently owns. MHPD Policy 708 includes the specifics of each item, its intended use, and its cost. Additionally, MHPD Policy 708 protects the public's welfare, safety, civil rights, and civil liberties and ensures safeguards, including transparency, oversight, and accountability measures.

Colt Carbine Rifle Purchase

The Morgan Hill Police Department is requesting the purchase of five new Colt Carbine rifles for operational use. Each police officer in our department is issued a patrol rifle as part of their duty equipment. Prior to deploying such equipment, the police officer must complete a three-day California Police Officers Standards and Training (POST) course. The five additional rifles will ensure new police officers will have an assigned rifle and that the police department has spare rifles to be issued to our police officers during the annual maintenance of the rifles. This staff report provides a comprehensive justification for the procurement of these new rifles.

Operational Necessity:

The Colt carbine rifle is renowned for its reliability, accuracy, and versatility. It is widely used by law enforcement agencies globally. Given the nature of our operations, there is a critical need for firearms that offer superior performance and adaptability in various scenarios. Colt carbine rifles align seamlessly with these requirements, ensuring our personnel are equipped with the necessary tools to effectively carry out their duties while maintaining the highest standards of safety and precision.

Compatibility and Standardization:

Standardization of equipment is essential for streamlined operations and logistical efficiency. Introducing five new Colt carbine rifles ensures uniformity in our firearm inventory, simplifying maintenance, training, and deployment procedures. Moreover, compatibility with existing accessories, such as optics, magazines, and tactical attachments, further enhances the effectiveness and versatility of our operational capabilities.

Reliability and Durability:

The reputation of Colt carbine rifles for robustness and durability is well-established. These firearms have undergone rigorous testing and have proven their reliability in various environments and conditions. Ensuring the reliability of our equipment is paramount to the safety and effectiveness of our personnel. By acquiring Colt carbine rifles, we can trust in their performance, even in the most demanding situations, thus mitigating the risk of equipment failure and ensuring operational continuity.

Enhanced Performance and Accuracy:

The accuracy and precision offered by the Colt carbine rifles significantly improve the

effectiveness of our personnel in engaging targets with precision. Whether engaging threats at close range or far range, the superior performance of these firearms enhances our operational capabilities and situational awareness, ultimately contributing to mission success and personnel safety.

Cost-Effectiveness:

The durability and longevity of these firearms, coupled with their minimal maintenance requirements, result in lower life-cycle costs compared to alternative options. Additionally, the standardization of equipment reduces training costs and simplifies inventory management, further optimizing resource allocation, and operational efficiency.

The acquisition of five new Colt carbine patrol rifles is justified based on operational necessity, compatibility, reliability, performance, and cost-effectiveness. These firearms will significantly enhance our operational capabilities, ensuring our personnel are equipped with the best tools to accomplish their missions safely and effectively.

COMMUNITY ENGAGEMENT:

On April 10, 2024, members of the Morgan Hill Police Department held a town hall meeting to discuss the 2023 Controlled Equipment Annual Report. We discussed the purchase of the Armored Rescue Vehicle and the purchase of the five additional patrol rifles. During this meeting, we learned the members that attended were in support of the purchase of the BearCat and patrol rifles for the safety of our community. Additionally, we shared with our community the need for these purchases and current constraints we face using the SCCSO BearCat.

ALTERNATIVE ACTIONS:

Our staff has researched and evaluated potential Armored Rescue Vehicle options and found all ARVs currently in use by law enforcement agencies in Santa Clara County are the Lenco BearCat. Our staff is familiar with and has twelve years of experience and training with the Lenco BearCat. If all agencies in Santa Clara County continue to use the Lenco BearCat, this would allow for more seamless cross-training between agencies and safer deployments of personnel because they are familiar with the operation of this vehicle platform.

Our staff believes that there is no reasonable alternative to the Lenco BearCat. Additionally, staff has not discovered alternative products that can achieve the same objectives or safety.

Staff also believes there is no reasonable alternative to the Colt carbine rifle. This is the current weapon system being utilized by the police department, and switching weapon systems would require additional training and increase the overall operating budget of the police department.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

In 2022, the City Council approved the use of controlled equipment as outlined in

Government Code section 7070. This approval included the use of an Armored Rescue Vehicle and the use of Colt Carbine Patrol Rifles.

In 2023, the City Council approved the continued use of controlled equipment by the police department.

FISCAL AND RESOURCE IMPACT:

The recommended replacement/purchase of the Armored Rescue Vehicle in an amount not to exceed \$410,000 will be made from the Police Department's Unclaimed Account (\$283,000) (010.00.00.0000.29820) and the Vehicle Replacement Fund in the amount of (\$127,000) (790.00.10.8500.43830). The funds used from vehicle replacement have been set aside to replace the current SWAT vehicle. However, the vehicle is still in good operational condition, has low mileage, and does not need to be replaced.

The recommended purchase of the five Colt carbine rifles, in an amount not to exceed \$9,000, will be made from the Police Department's FY23/24 operating budget. Sufficient funding exists in the department's operating budget to support the recommended purchase.

CEQA (California Environmental Quality Act):

Not a Project.



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive - Pittsfield, MA 01201

PH: 413-443-7359 - FAX: 413-445-7865

Quotation 102488

Customer Code: MRLCA

Quotation Date: 03/15/24

Lenco Tax ID#: 04-2719777

Page #: 1 of 2

Bill To

Morgan Hill Police Department
16200 Vineyard Boulevard
Morgan Hill, CA 95037 USA

Ship To

Morgan Hill Police Department
16200 Vineyard Boulevard
Morgan Hill, CA 95037 USA

Payment Terms	Shipping Terms	Ship Via
Net 30 Days	FOB: Destination	Common Carrier
Estimated Completion	Lenco Contact	Inspection & Acceptance
14+ months ARO (Est.)	Jim Massery	At Lenco's Facility, Pittsfield, MA

Item:	Product #	Qty	Unit Price	Total
Vehicle configuration	3625			
Lenco BearCat	BC55003-BASE	1	\$228,803.00	\$228,803.00
Options:				
California Mandated Solid Burn Red & Blue-Front, Amber & Blue-Rear	LED_CALIF	1		
Exterior Paint Color: Lusterless Black	LUSTERLESS_BLACK	1		
Diesel Engine, 6.7L Turbo	BCDLEN	1	\$9,995.00	\$9,995.00
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFFRD	1	\$38,454.00	\$38,454.00
4-Door Configuration	BC4DR	1	\$9,823.00	\$9,823.00
(1) 7" Vertical GunPort Upgrade	BCGP7	8	\$228.00	\$1,824.00
Electric Power Mirrors	BCMIR	1	\$1,508.00	\$1,508.00
Back up Camera System with Monitor	BCBU	1	\$2,297.00	\$2,297.00
Radio Prep Package, (1) Max (2)	BCINSRA	1	\$502.00	\$502.00
Rear A/C - Heating Systems: High Capacity Upgrade	BCHACUP	1	\$7,182.00	\$7,182.00
Hydraulic Ram Upgrade wFront Mounted Receiver with Ram Post and Plate	BCHYDRAM	1	\$14,975.00	\$14,975.00
Gas Injector Unit	BCGIU	1	\$14,552.00	\$14,552.00
Gas Injector Storage Basket	BCGISB	1	\$1,295.00	\$1,295.00
Break and Rake	BCBAR	1	\$1,200.00	\$1,200.00
Integrated Side Area Lights: (8)	BCSAL	1	\$3,051.00	\$3,051.00
Roof Mounted Remote Control Spot Light - LED	BCSLLED	2	\$1,404.00	\$2,808.00
Take Down Light (Bumper Mounted)	BCTDL	1	\$1,853.00	\$1,853.00
Battery Trickle Charger	BCTC	1	\$1,392.00	\$1,392.00
Plasma Rope	BCPLAS1	1	\$1,006.00	\$1,006.00
Armored Oil Pan Guard	BCAOPG	1	\$1,936.00	\$1,936.00
Ballistic Skip Round Shield	BCBSRS	2	\$2,420.00	\$4,840.00
Front Skid Pan	BCFSP	1	\$1,713.00	\$1,713.00
Intercom System Inside to Outside	BCINT	1	\$2,871.00	\$2,871.00
5 Pack Mag Kit	BCMAGKIT	1	\$975.00	\$975.00
Trauma Lighting (6) Overhead Dome White w/Hi/Low/Red	BCLTMED	1	\$4,996.00	\$4,996.00
Configuration Subtotal:				\$359,851.00
Lenco BearCat	NEWCONFIG	1	\$359,851.00	\$359,851.00
Freight Out - Vehicles	FREIGHTOUT-VEHICLE	1	\$14,500.00	\$14,500.00
Net Total				\$374,351.00



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive - Pittsfield, MA 01201

PH: 413-443-7359 - FAX: 413-445-7865

Quotation 102488

Customer Code: MRLCA

Quotation Date: 03/15/24

Lenco Tax ID#: 04-2719777

Page #: 2 of 2

Notes:

Morgan Hill CA Sales Tax 9.375% (\$33,736.03) not collected by Lenco.

WARNING: Information Subject to Export Control Laws

The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).

Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 60 days.

ACCEPTANCE OF PROPOSAL

Authorized

Signature: _____

Please sign and return

Authorized

Signature: James Massery

Jim Massery

Thank you

RESOLUTION NO. 24-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MORGAN HILL APPROVING AN AMENDMENT TO
THE CITY'S FISCAL YEAR 2023-2024 BUDGET IN THE
VEHICLE REPLACEMENT FUND (FUND NO. 790) TO
APPROPRIATE \$127,000.00**

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

WHEREAS, the reasons supporting this Resolution are set forth in detail in that certain City Council Staff Report entitled "Approve the Purchase of a Lenco BearCat and Five Colt Carbine Rifles" submitted for City Council consideration at its meeting of April 24, 2024, submitted to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

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

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

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

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

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

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

- a. That the City's previously adopted Fiscal Year 2023-2024 Budget, as the same has been amended to date, is hereby further amended in accordance with and as reflected on Exhibit A attached hereto and incorporated herein by this reference; and

- b. That the City Clerk is hereby authorized and directed to forward a copy of this Resolution to the City's Finance Director, who is hereby authorized and directed to take all actions necessary to implement the terms of this Resolution pertaining to the Fiscal Year 2023-2024 Budget of City.

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

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Morgan Hill at its meeting held on this 24th day of April 2024 by the following vote:

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

APPROVED:

ATTEST:

MARK TURNER, Mayor

MICHELLE BIGELOW, City Clerk

∞ CERTIFICATION ∞

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. 24-_____ adopted by the City Council at the meeting held on the 24th day of April 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 #

020

FUND:

790 Equipment Replacement Fund

FUNTION:

00 General Services

DEPARTMENT:

10 Administrative Services

DIVISION:

8500 Equipment Replacement

OBJECT:

43830 AUTO/TRUCKS

AGENDA DATE:

04/24/24

AGENDA ITEM TITLE:

Purchase of Lenco BearCat

	07/01/23 BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI- ATIONS	06/30/24 PROJECTED ENDING FUND BALANCE
ORIGINAL BUDGET	7,665,968	2,029,773	1,445,240	8,250,501
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	-	-	-
RECOMMENDED ACTION		-	127,000	(127,000)
RESULT OF RECOMMENDED ACTION	7,665,968	2,029,773	1,572,240	8,123,501

Morgan Hill Police Department



CONTROLLED EQUIPMENT ANNUAL REPORT

January 1, 2023 to December 31, 2023



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Executive Summary

On September 30, 2021, the Governor of the State of California approved AB-481, requiring law enforcement agencies to obtain approval of the applicable governing body (Mayor and City Council) by adopting a military equipment use policy. The Department is required to seek City Council approval of their military equipment or controlled equipment use procedure by ordinance at a regular open meeting prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined.

The bill allows the governing body to approve the funding, acquisition, or use of military equipment or controlled equipment within its jurisdiction only if it determines that the controlled equipment meets specified standards. The ordinance is subject to an annual City Council review to determine whether, based on an annual controlled equipment report, the standards set forth in the approving ordinance have been met. The City Council may renew the authorizing ordinance, disapprove authorization for special controlled equipment where standards have not been met, or require modifications to the controlled equipment use procedure to address any non-compliance with standards.

Finally, the bill requires the publication of the controlled equipment use procedure and the annual controlled equipment report on the Department's website. The controlled equipment use procedure must be posted on the website at least thirty (30) days before the City Council meeting.

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

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

The Police Department shall hold at least one (1) well-publicized and conveniently located community engagement meeting. The public may discuss and ask questions regarding the annual report, the law enforcement agency's funding, acquisition, and/or the use of the controlled equipment.

The Morgan Hill Police Department recognizes the public's ongoing interest in how controlled equipment

is used to protect our community. We are committed to maintaining our community's trust in providing professional and responsive police services. As such, the Morgan Hill Police Department has authored the following comprehensive Controlled Equipment Annual Report to remain transparent with our community and in accordance with annual reporting requirements set forth by applicable California Law.

Introduction

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

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

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

This Controlled Equipment Annual Report outlines a summary of the equipment usage guidelines, inventory, fiscal impact, complaints, and reported community concerns for the calendar year 2023 (January 1, 2023 through December 31, 2023).

Summary of Controlled Equipment Usage

The Morgan Hill Police Department provides law enforcement services twenty-four hours a day, seven days a week, serving a city population of over 45,500. The Department is committed to de-escalating situations, and using force is reserved for instances where less intrusive options are not feasible. In 2023, the Morgan Hill Police Department responded to approximately 37,501 calls for service. Of those calls for service, officers used force on thirteen (13) occasions, representing .0003% of the total calls for service. Officers utilized controlled equipment in two (2) cases involving the use of force.

Police events and critical incidents are often dynamic and unpredictable. The availability and use of specific equipment are necessary for incident commanders, officers, and specialized units to resolve incidents safely and effectively. It is incumbent upon incident commanders, supervisors, individual officers, and specialized teams to recognize the circumstances wherein specialized equipment should be deployed and to utilize the equipment within the confines of department policy and State law. Each use of military equipment is later reviewed to ensure it was used appropriately based on the totality of the circumstances known to the officers at the time and with a special focus on maintaining community and officer safety, civil rights, California Law, and information available at the time of use.

The Morgan Hill Police Department recognizes that critical incidents are unpredictable and can be very dynamic in nature. A variety of military equipment options can greatly assist incident commanders, officers, and specific units in bringing those incidents to a swift resolution in a safe manner. While the Morgan Hill Police Department's inventory of military equipment is varied, the mere possession of the equipment does not warrant its use for every incident. The use of military equipment is restricted to use only in certain instances and, in some cases, only by certain units.

This section outlines the controlled equipment usage for 2023. Certain items of controlled equipment, particularly consumables (ammunition, diversionary devices, pepper balls, chemical agents, etc.) are used throughout the year regularly for training in order to maintain proficiency. Training usage is *not* captured in this section. This section only provides data for the *operational use* of controlled equipment listed within this Annual Equipment Report.

The following is the data for military equipment usage by category for 2023:

Unmanned Aircraft System (UAS)

The UAS was utilized zero (0) times operationally in 2023.

Armored Rescue Vehicles

The armored rescue vehicle was utilized nine (9) times operationally in 2023. These deployments occurred during SWAT operations in the City of Gilroy and the City of Morgan Hill and during special events held in the City of Morgan Hill. The armored rescue vehicle was also obtained through mutual aid with the Santa Clara County Sheriff's Office and the Santa Clara Police Department.

NIJ Level IV Armored Caterpillar (CAT) Multi-Terrain Loader (The ROOK)

The NIJ Level IV Armored Caterpillar (CAT) Multi-Terrain Loader (The ROOK) was utilized zero (0)

times operationally in 2023. Currently, the Department does not possess an NIJ Level IV Armored Caterpillar (CAT) Multi-Terrain Loader (The ROOK); however, the Police Department continues to look for grant funding.

Mobile Command Vehicle (MCV)

The Mobile Command Vehicle (MCV) was utilized nine (9) times operationally in 2023. These deployments occurred during SWAT operations in the City of Gilroy and Morgan Hill and for special events, including Independence Day Celebration and Boot and Brews.

Long Range Acoustic Device (LRAD)

The Long Range Acoustic Device (LRAD) was utilized operationally zero (0) times in 2023.

40mm Launchers and Rounds

The 40mm Launchers and Rounds were utilized one (1) time operationally in 2023. These usages are as follows:

- 09-20-23: Officers responded to a call for service regarding a subject threatening individuals with a knife. Officers spoke with the subject for over 30 minutes, trying to get the subject to drop the knife; however, the armed subject began to walk rapidly toward the officers, resulting in the deployment of the 40mm launcher. The subject was taken into custody without further incident.

Less Lethal Shotgun

A Less Lethal Shotgun was utilized one (1) time operationally in 2023. The usage is as follows:

- 11-17-23: Officers attempted to stop a stolen vehicle; however, the suspect refused to stop, and a pursuit was initiated. At the conclusion of the pursuit, the subject exited the vehicle and refused to comply with officers' requests to place their hands in the air and lie on the ground. The subject reentered the vehicle, against the commands of the officers. Due to this significant threat to the officers and the community, the less lethal shotgun was deployed.

Distraction Devices

Distraction Devices were utilized four (4) times in 2023. In these instances, the Distraction Devices were utilized as attention-getting devices related to SWAT callouts or high-risk warrant services.

Chemical Agent and Smoke Canisters

Chemical Agents and Smoke Canisters were utilized zero (0) times in 2023.

PepperBall Launcher and Related Munitions

PepperBall Launcher and Related munitions were utilized zero (0) times in 2023.

Rifles

The Colt Carbine AR-15 Rifle, Colt Carbine M4 rifle, and Remington 700 Rifle were utilized operationally zero (0) times in 2023, as the Morgan Hill Police Department had zero (0) officer-involved shootings in 2023.

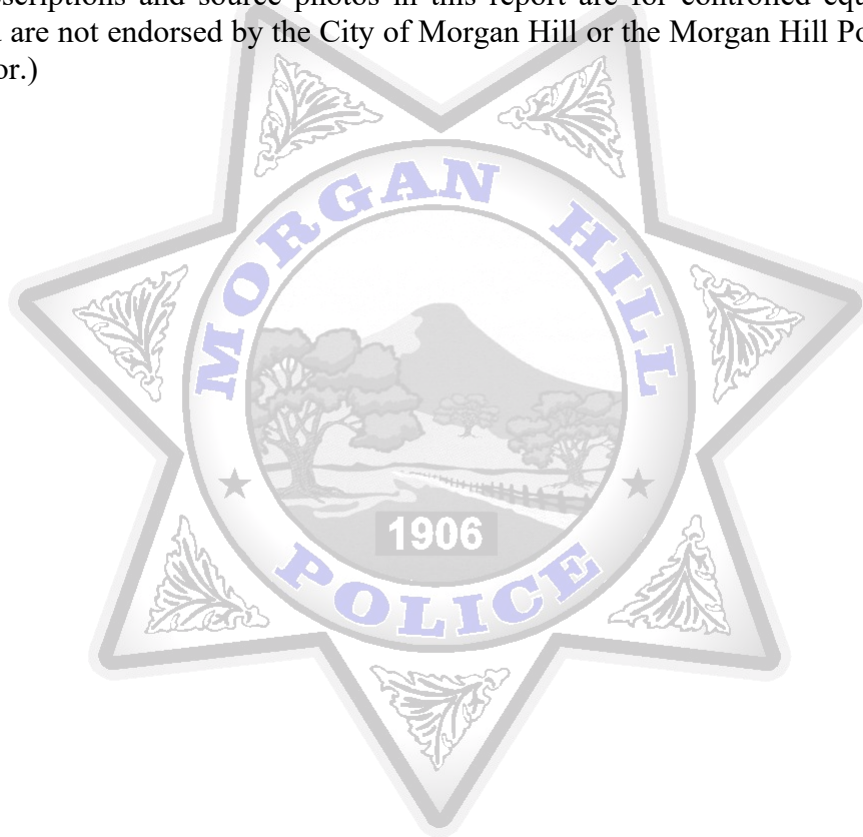
Current Inventory of Controlled Equipment

The Morgan Hill Police Department is committed to remaining transparent about the Department's controlled equipment inventory and sharing the equipment's capabilities, uses, and other related information with our community and elected officials. The data provided in this report is accurate as of February 2024; however, inventory may have fluctuated by the time of this report's publication.

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

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

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



Controlled Equipment Categories

Assembly Bill 481 created Government Code 7070, which designated 15 categories of items deemed

"military" or more accurately defined as controlled equipment:

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

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

Unmanned Aerial Systems (UAS) (Category 1)

An unmanned aerial system can sustain direct flight, whether remotely controlled or via pre-programming.

All the attached systems are designed for gathering information via photography, recording, or any other means.

Capability: The Morgan Hill Police Department owns one (1) Unmanned Aerial System (UAS) to enhance public safety. The UAS can be deployed when an overhead view would assist officers or incident commanders with planning and responding to a situation. Types of situations include but are not limited to, infrastructure damage assessments, major traffic collision investigations, search for missing persons, natural disaster management, crime scene photography, SWAT, tactical or other public safety and life-preservation missions, and/or in response to specific requests from local, State, or Federal fire authorities for fire response and/or prevention. All UAS used by the Department is used in compliance with all federal, state, and local laws.

Usage: Use is established under Morgan Hill Policy Manual Section 613 and FAA Regulation 14 CFR Part 107. It is the policy of the Morgan Hill Police Department to utilize UAS only for official law enforcement purposes and in a manner that respects the privacy of our community, pursuant to State and Federal law. UAS usages include the collection of evidence in the form of aerial photography/video in support of an investigation (i.e., shooting scenes, homicide scenes); support of SWAT and Patrol during high-risk, tactical, or other public safety life preservation missions (i.e., interior visual assessments of structures or outdoor areas to gain intelligence prior to officers entering a dwelling or contacting a potentially armed or a resistive subject that may be hiding); to conduct aerial searches for missing persons; and provide aerial observation to assist in managing natural disasters (i.e., fires, floods, storms) or in any other manner to preserve life and enhance public safety.

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

The Department currently utilizes the following UAS:

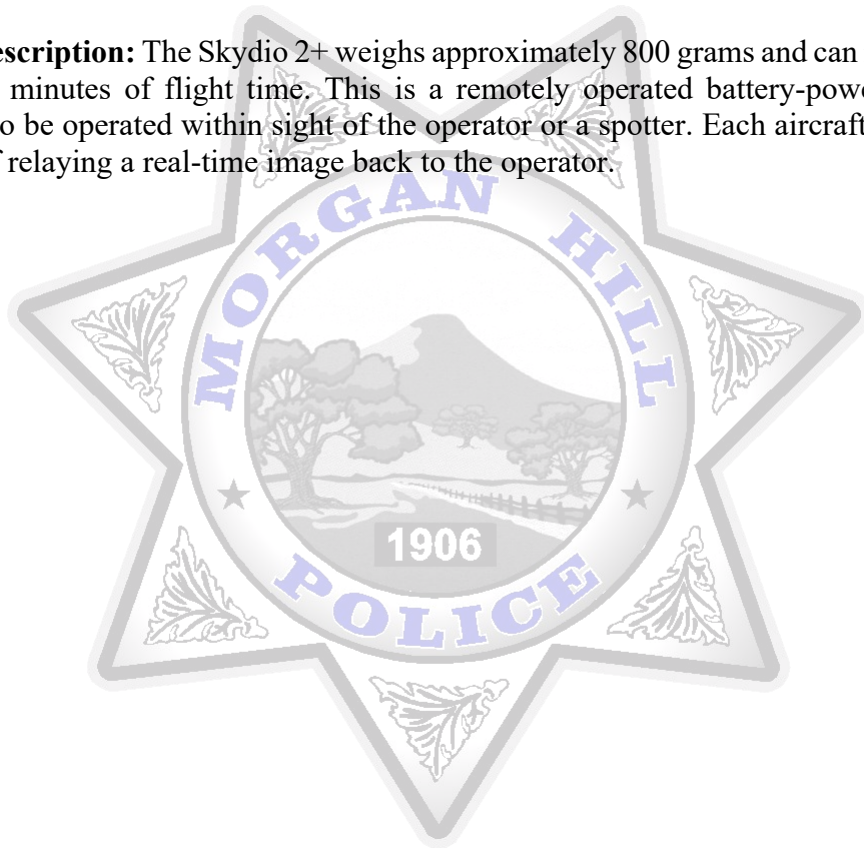
Skydio Two

Cost	\$1,000 each
Quantity	1
Lifespan	3-5 Years
Funding Source	Department Funds



Manufacturer: Skydio

Manufacturer Description: The Skydio 2+ weighs approximately 800 grams and can record video within approximately 27 minutes of flight time. This is a remotely operated battery-powered or autonomist aircraft designed to be operated within sight of the operator or a spotter. Each aircraft is equipped with a camera capable of relaying a real-time image back to the operator.



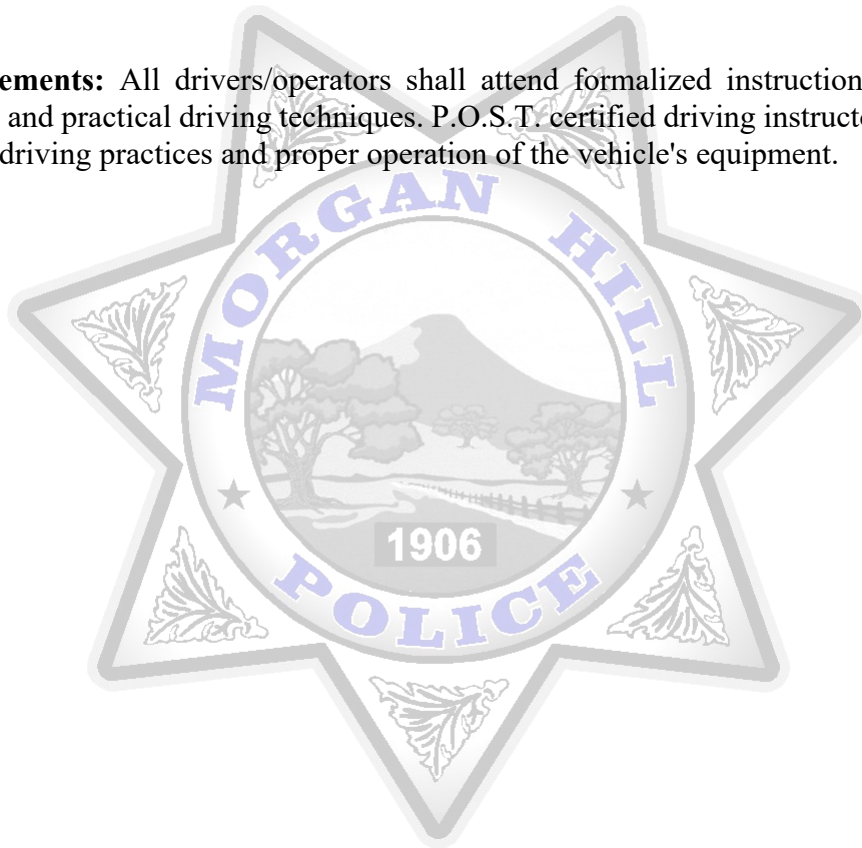
Armored Vehicle (Categories 2 & 3)

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

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

Usage: Use is established under Morgan Hill Policy Manual Section 708. It is the policy of the Department to utilize the armored vehicle only for official law enforcement purposes and pursuant to State and Federal law.

Training Requirements: All drivers/operators shall attend formalized instruction and be trained in vehicle operations and practical driving techniques. P.O.S.T. certified driving instructors provide training consisting of safe driving practices and proper operation of the vehicle's equipment.



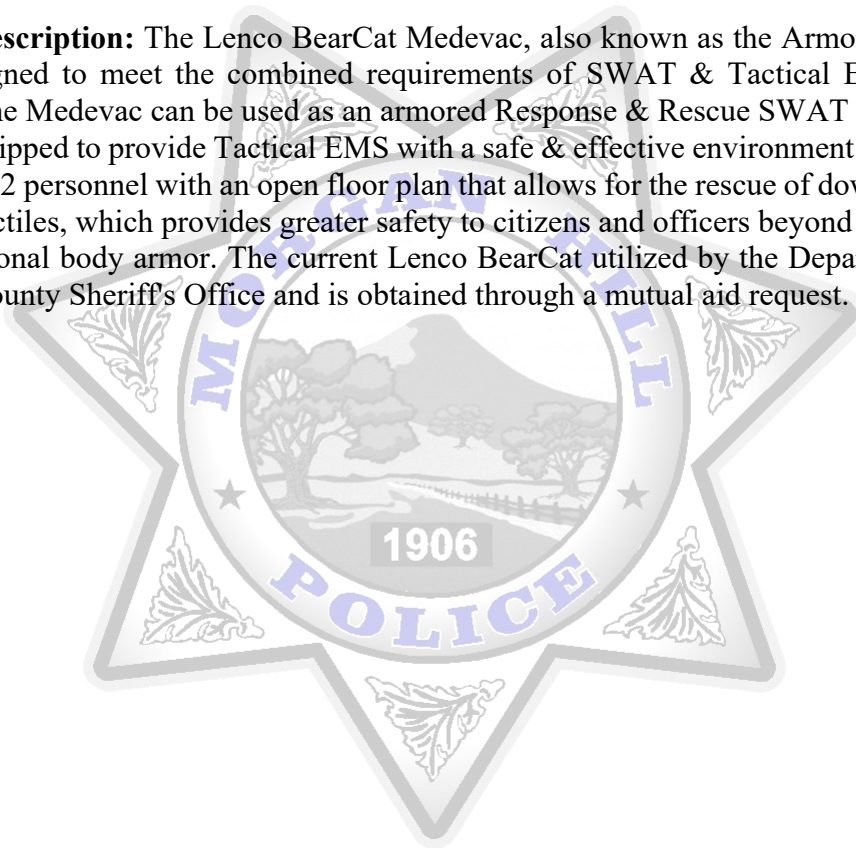
The Department currently utilizes the following Armored Vehicle:

2010 Lenco Bearcat MEDEVAC, G2

Cost	\$310,000
Quantity	Mutual Aid
Lifespan	25 Years
Funding Source	Grant Funding

**Manufacturer:** Lenco

Manufacturer Description: The Lenco BearCat Medevac, also known as the Armored Rescue Vehicle (ARV), was designed to meet the combined requirements of SWAT & Tactical Emergency Medical Service Teams. The Medevac can be used as an armored Response & Rescue SWAT truck for dangerous callouts and is equipped to provide Tactical EMS with a safe & effective environment to deal with trauma cases. It seats 10-12 personnel with an open floor plan that allows for the rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor. The current Lenco BearCat utilized by the Department is owned by the Santa Clara County Sheriff's Office and is obtained through a mutual aid request.



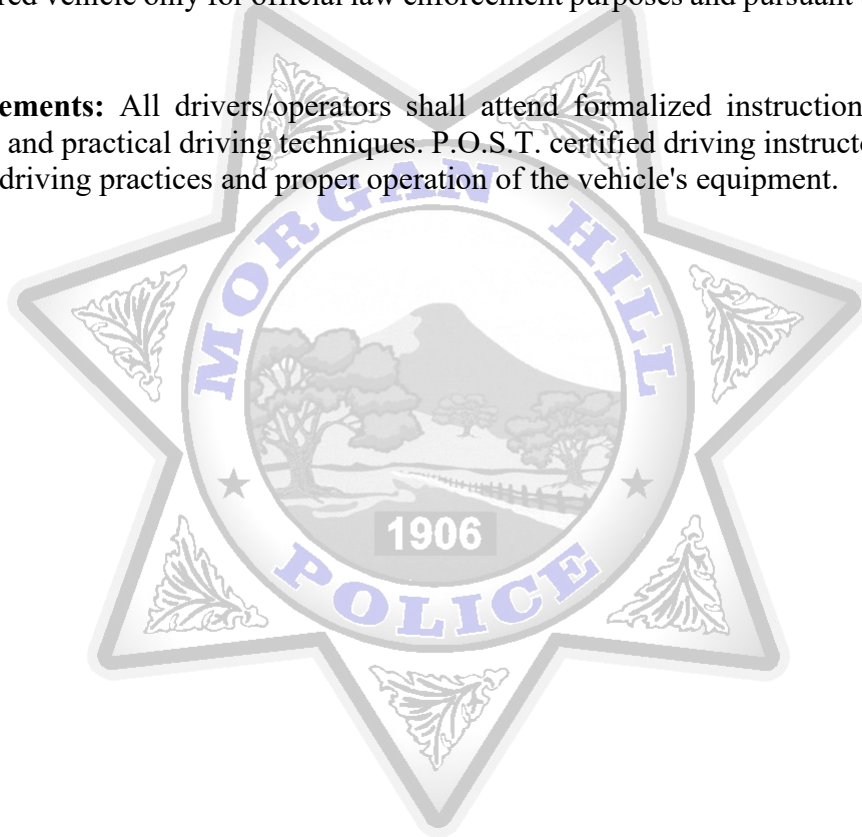
NIJ Level IV Armored Caterpillar (CAT) Multi-Terrain Loader (The ROOK) (Category 4)

A commercially produced Caterpillar tractor designed for law enforcement that provides protection against bullets, shell fragments, and other projectiles.

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

Usage: Use is established under Morgan Hill Policy Manual Section 709. It is the policy of the Department to utilize the armored vehicle only for official law enforcement purposes and pursuant to State and Federal law.

Training Requirements: All drivers/operators shall attend formalized instruction and be trained in vehicle operations and practical driving techniques. P.O.S.T. certified driving instructors provide training consisting of safe driving practices and proper operation of the vehicle's equipment.



The Department will be seeking grant funding for the following Armored Vehicle:

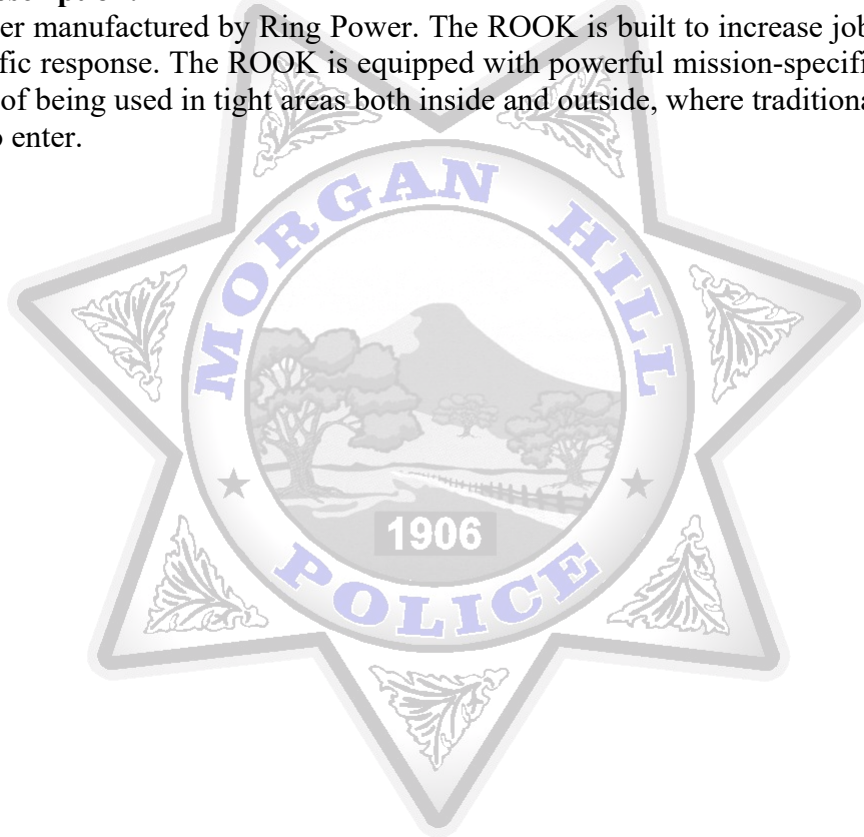
NIJ Level IV Armored Caterpillar (CAT) Multi-Terrain Loader (The ROOK)

Cost	N/A
Quantity	N/A
Lifespan	25 Years
Funding Source	Grant Funding



Manufacturer: NIJ

Manufacturer Description: ROOK is a custom "armored critical incident vehicle" built on the chassis of a CAT Bulldozer manufactured by Ring Power. The ROOK is built to increase job safety, versatility, and mission-specific response. The ROOK is equipped with powerful mission-specific attachments. The ROOK is capable of being used in tight areas both inside and outside, where traditional armored vehicles may not be able to enter.



Mobile Incident Command Vehicle (Category 5)

A completely self-contained command post designed to provide shelter, access to department computers, for extended events. This vehicle can also manage/facilitate pre-planned or significant events requiring

on-site planning and incident command personnel.

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

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

Training Requirements: All drivers/operators shall attend formalized instruction and be trained in vehicle operations and practical driving techniques. P.O.S.T. certified driving instructors provide training consisting of safe driving practices and proper operation of the vehicle's equipment.



The Department currently operates the following MICs:

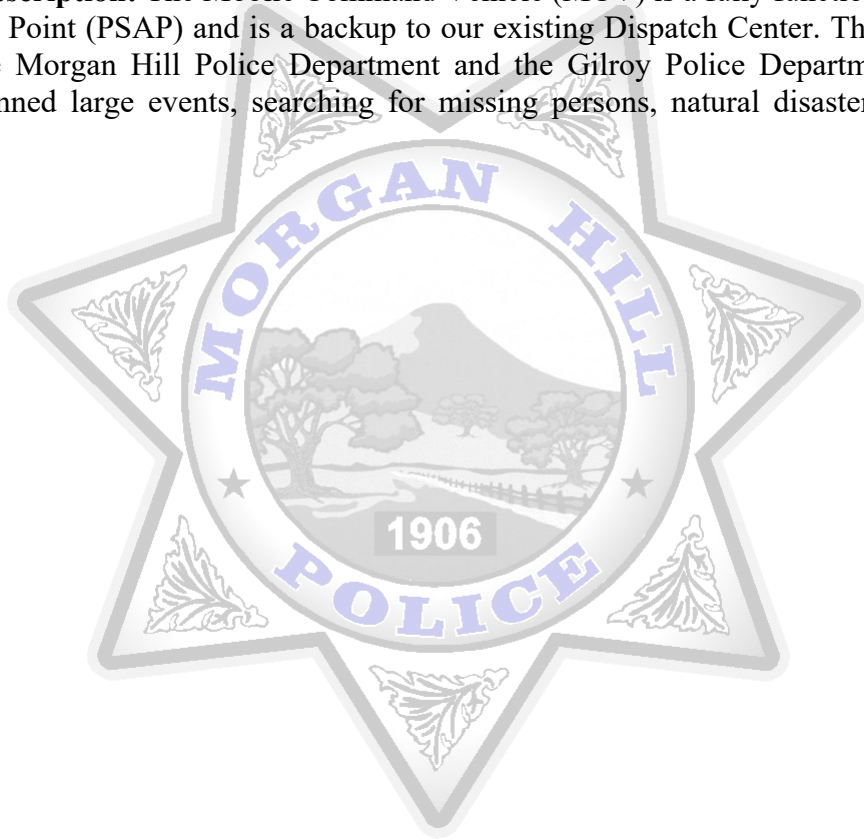
Mobile Incident Command Vehicle

Cost	\$ 690,132
Quantity	1
Lifespan	25 Years (Chassis) 6 Years (IT Systems)
Funding Source	Grant Funding/ Department Funds



Manufacturer: LDV, Inc.

Manufacturer Description: The Mobile Command Vehicle (MCV) is a fully functioning Mobile Public Safety Answering Point (PSAP) and is a backup to our existing Dispatch Center. The MCV is a shared asset used by the Morgan Hill Police Department and the Gilroy Police Department during critical incidents, pre-planned large events, searching for missing persons, natural disasters, and community events.



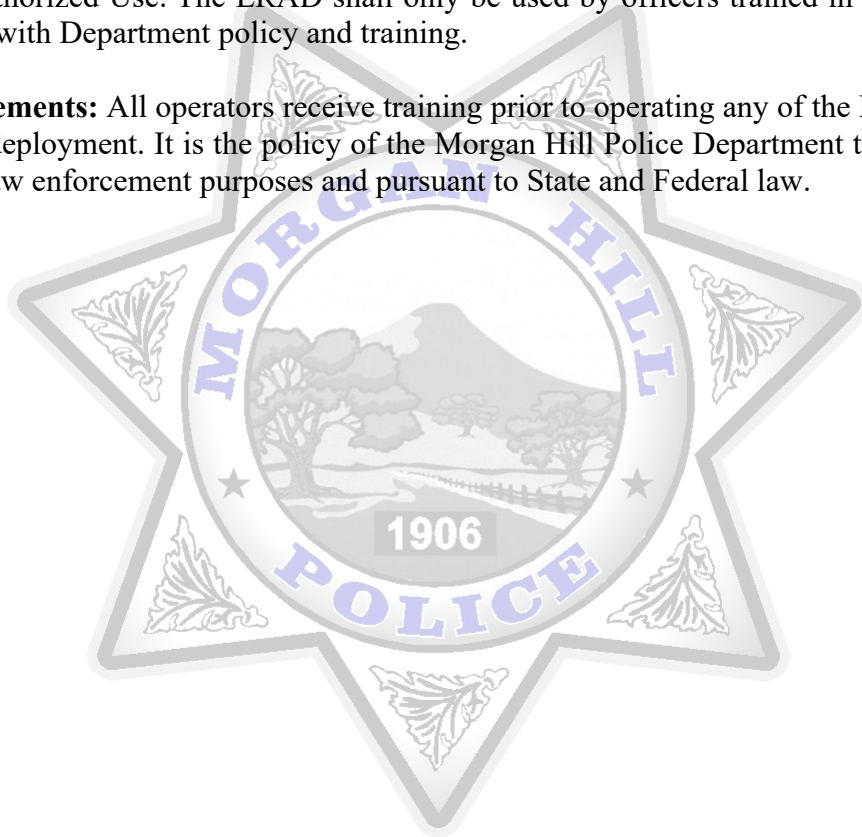
Long Range Acoustic Device (LRAD) (Category 13)

Long Range Acoustical Device (LRAD) is a high-intensity directional array for long-range, crystal-clear hailing, notification, and an unmistakable warning tone. The LRAD is primarily used as a communication device.

Capability: Featuring an extended voice broadcast range of 600 meters, the LRAD 100X ensures voice messages are heard and understood. LRAD's optimized driver, waveguide, and power efficiency technologies enable the LRAD 100X to provide several hours of clear, continuous communication from a single battery charge.

Usage: To be used to issue dispersal orders during crowd and riot control situations or to address the public in the event of civil emergencies, natural disasters, evacuations, and police incidents (e.g., missing persons, perimeters for wanted suspects/K9 deployments, etc.). The LRAD may also be used to issue a warning tone. **Authorized Use:** The LRAD shall only be used by officers trained in its deployment and used consistently with Department policy and training.

Training Requirements: All operators receive training prior to operating any of the LRAD's in the field to ensure proper deployment. It is the policy of the Morgan Hill Police Department to utilize the LRAD only for official law enforcement purposes and pursuant to State and Federal law.



The Department currently operates the following LRADs:

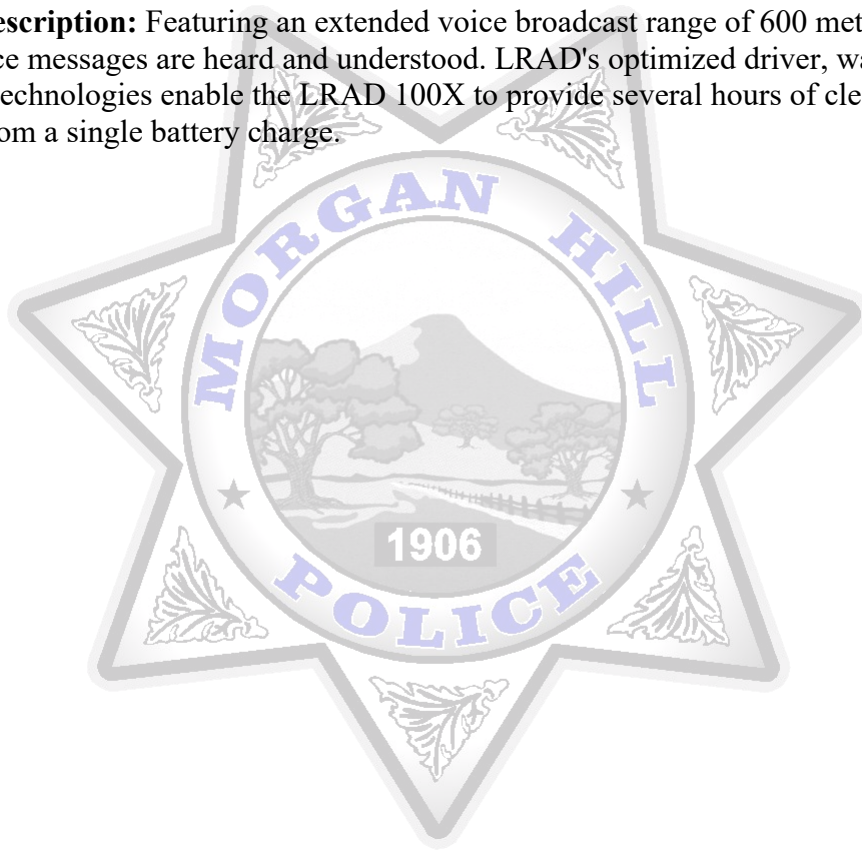
Long Range Acoustical Device (LRAD)

Cost	\$ 17,558
Quantity	1
Lifespan	25 Years
Funding Source	Grant Funding



Manufacturer: LRAD

Manufacturer Description: Featuring an extended voice broadcast range of 600 meters, the LRAD 100X ensures voice messages are heard and understood. LRAD's optimized driver, waveguide, and power efficiency technologies enable the LRAD 100X to provide several hours of clear, continuous communication from a single battery charge.



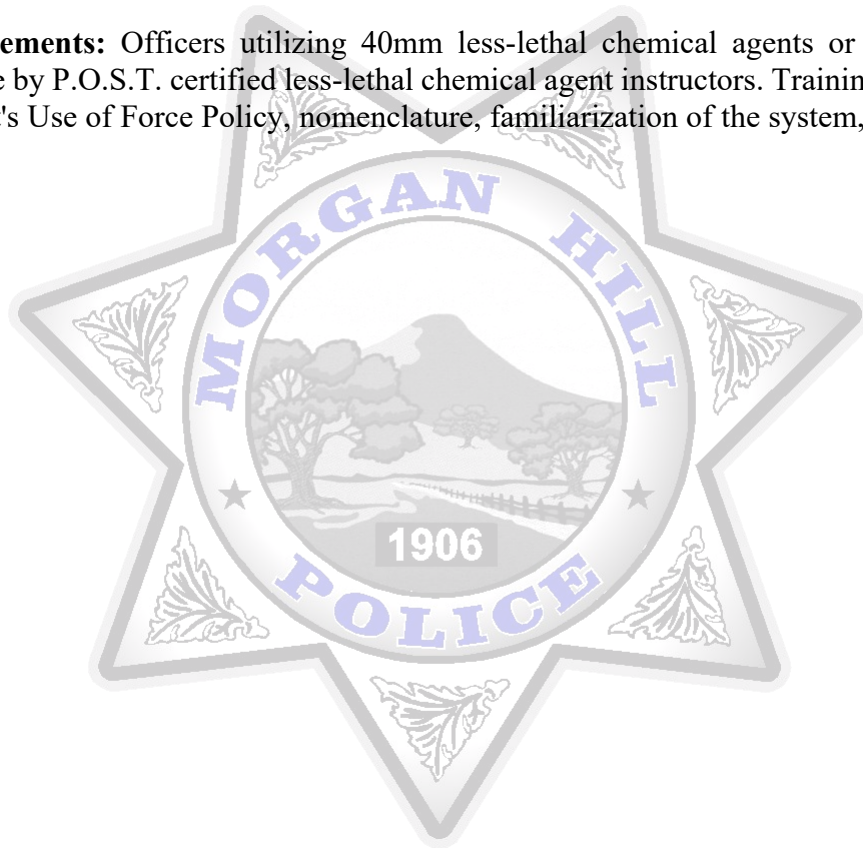
40mm Less-Lethal Launchers and Munitions (Categories 10, 12, & 14)

A single-shot impact launcher can fire an array of less-lethal 40mm rounds.

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

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

Training Requirements: Officers utilizing 40mm less-lethal chemical agents or impact rounds are trained in their use by P.O.S.T. certified less-lethal chemical agent instructors. Training includes a review of the Department's Use of Force Policy, nomenclature, familiarization of the system, and a qualification course.



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

Defense Technologies 40 MM Single Shot Launcher #1425

Cost	\$810 each
Quantity	5
Lifespan	25 Years
Funding Source	Department Funds



Manufacturer: Defense Technology

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

The Department currently possesses the following 40mm munitions:

Defense Technology 40mm Exact Impact Sponge Round #6325

Cost	\$32 each
Quantity	56
Lifespan	5 Years
Funding Source	Department Funds



Manufacturer: Defense Technology

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

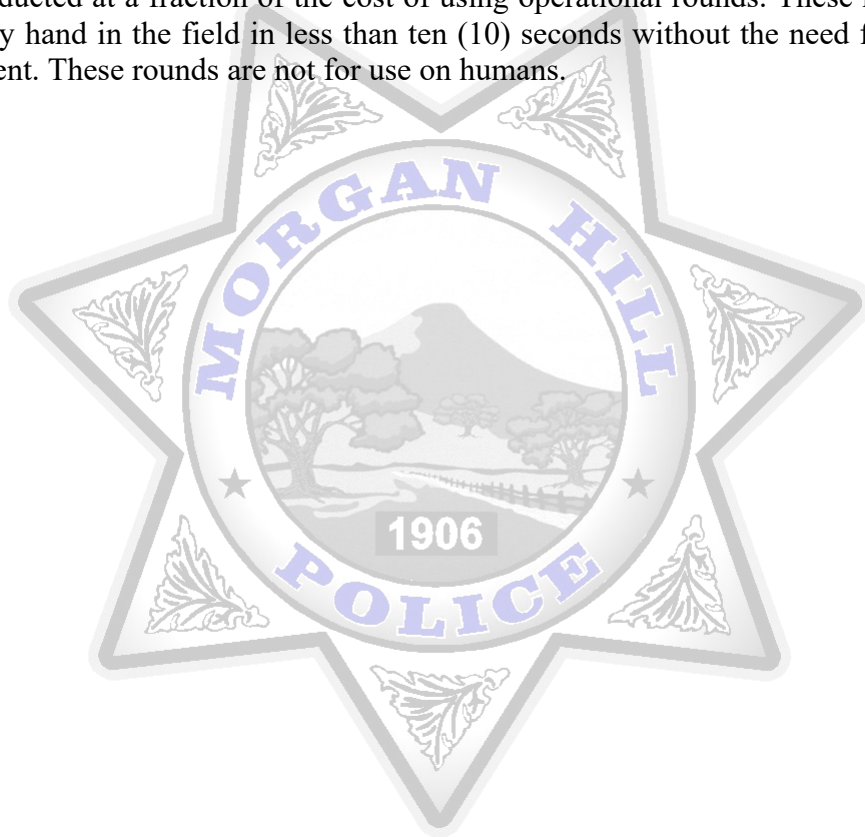
Defense Technology 40MM Direct Impact Reloadable Training Kit #6530



Cost	\$1342 each
Quantity	1 kit
Lifespan	No Expiration
Funding Source	Department Funds

Manufacturer: Defense Technology

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



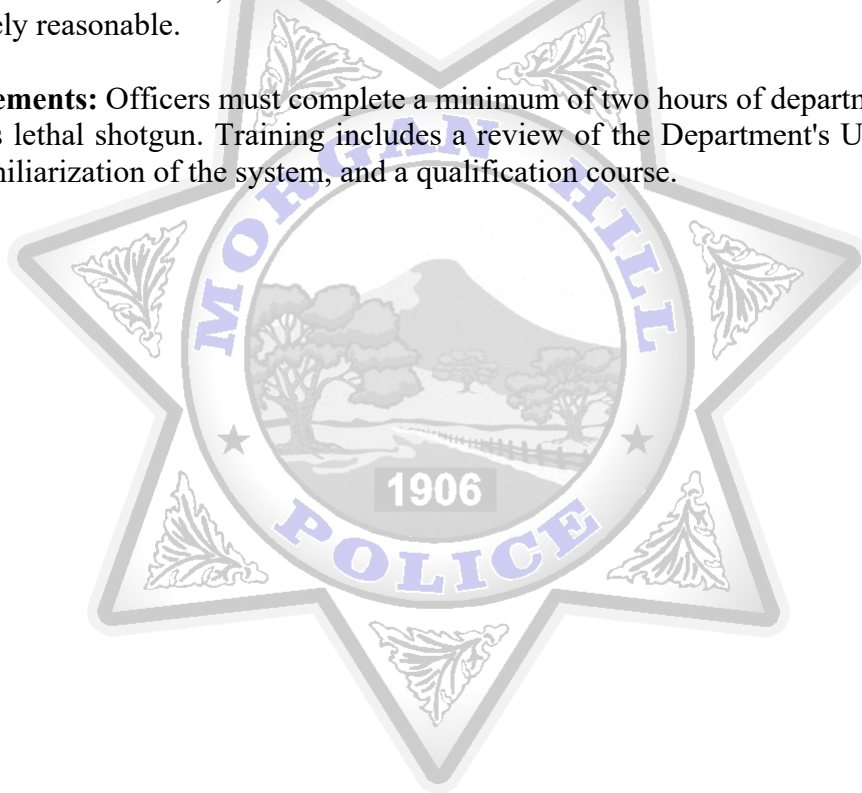
Less-Lethal Shotgun and Munitions (Categories 9 & 14)

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

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

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

Training Requirements: Officers must complete a minimum of two hours of department training before deploying the less lethal shotgun. Training includes a review of the Department's Use of Force Policy, nomenclature, familiarization of the system, and a qualification course.



The Department possesses the following Less Lethal Shotguns and Munitions:

Mossberg 500 Less Lethal 12 Gauge Shotgun

Cost	\$553.00 each
Quantity	10
Lifespan	25 Years
Funding Source	General Funds



Manufacturer: Mossberg

Manufacturer Description: The Mossberg 500 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The weapon system's range helps maintain space between officers and a suspect, reducing the immediacy of the threat, a principle of De-Escalation.

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

Cost	\$32/box
Quantity	91 Rounds
Lifespan	No Expiration
Funding Source	General Funds



Manufacturer: Combined Systems Inc.

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

Diversionary Devices (Category 11)

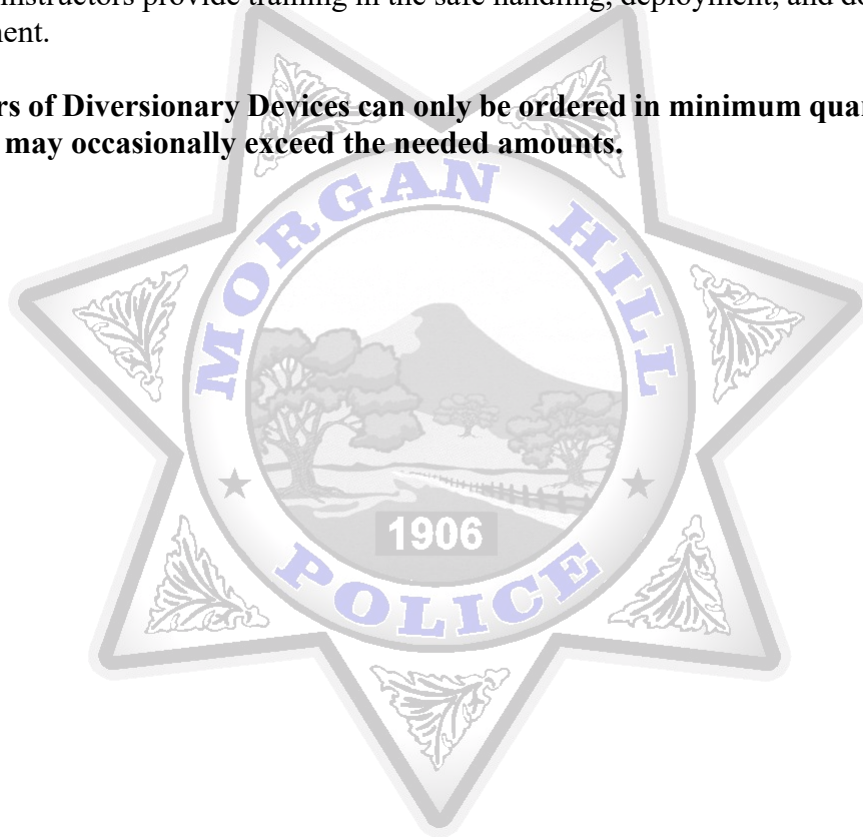
A handheld device that can be deployed to emit a flash, sound, and/or smoke.

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

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

Training Requirements: Officers must attend diversionary device training before using this equipment. P.O.S.T. certified instructors provide training in the safe handling, deployment, and documentation of the use of this equipment.

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



The Department currently possesses the following Diversionary Devices:

Combined Systems Inc. (CTS) Flash Bang, Steel Body-7290

Cost	47.60 per
Quantity	16 in stock/ purchased cases of 24
Lifespan	5 Years
Funding Source	Department Funds



Manufacturer: Combined Systems Inc. (CTS)

Manufacturer Description: The CTS 7290 is the standard for diversionary flash-bang devices. The patented design of the 7290 incorporates a porting system that eliminates movement of the body at detonation, even if the top or bottom of the device should be in contact with a hard surface. In addition, internal adjustments have greatly reduced smoke output. The 7290 produces 165-180db and 6-8 million candela of light output.

Special tactical units use flash bangs during hostage rescues and high-risk warrants. It is an ATF-controlled Class-C explosive device that emits a bright light and thunderous noise to distract potentially dangerous individuals.

Rifles and Munitions (Category 9)

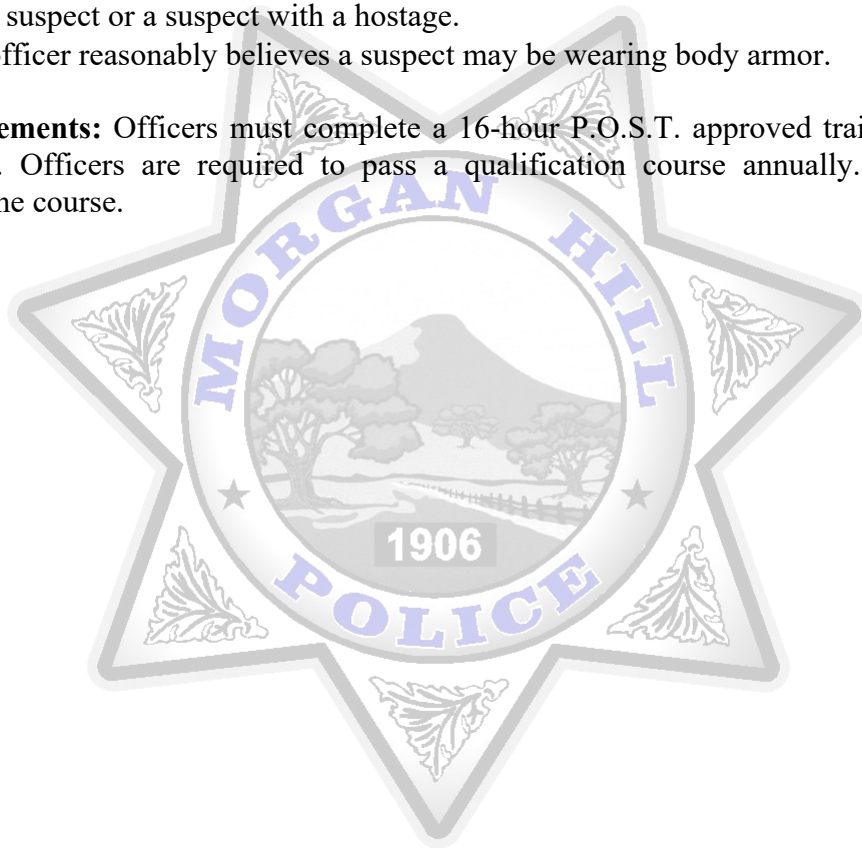
The rifle is a long-barreled firearm designed for greater accuracy over a long distance.

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

Usage: Officers may deploy the rifle in any circumstance where the officer can reasonably expect the rifle to be needed. Examples of some general guidelines for deploying the rifle may include, but are not limited to, the following:

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

Training Requirements: Officers must complete a 16-hour P.O.S.T. approved training course before deploying a rifle. Officers are required to pass a qualification course annually. P.O.S.T. certified instructors teach the course.



The Department currently possesses the following rifles and munition:

Colt Tactical Carbine Model AR-15A3



Cost	\$1,099 each
Quantity	44
Lifespan	Ten years
Funding Source	Department Funds

Manufacturer: Colt

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

Colt Tactical Carbine Model M4

Cost	\$2,027 each
Quantity	8
Lifespan	Ten years
Funding Source	Department Funds



Manufacturer: Colt

Manufacturer Description: A rifle that fires an intermediate-power cartridge (.223) is more powerful than a standard pistol but less powerful than a standard rifle. Rifle and has a 16" barrel. The magazine holds 30 rounds, and the rifle has a collapsible stock. The carbine allows officers to engage hostile suspects at distances generally greater than the effective distance of their handguns. Additionally, M4 rifles offer advantages over handguns, such as increased accuracy potential and the ability to defeat soft body armor but are not appropriate for every situation.

Remington Model 700 P Bolt Action Rifle



Cost	\$1099 each
Quantity	1
Lifespan	Ten years
Funding Source	Department Funds

Manufacturer: Remington

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

The Department currently possesses the following rifle munitions:

Federal American Eagle 9MM Luger 147 GR Full Metal Jacket

Cost	\$295/ Case
Quantity	25,000 Round
Lifespan	No Expiration
Funding Source	Department Funds

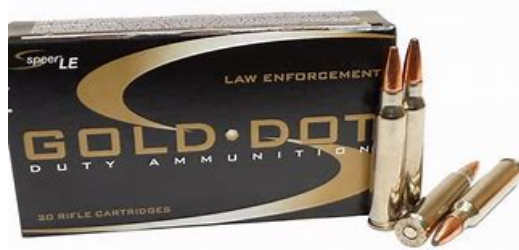


Manufacturer: Federal

Manufacturer Description: This Federal American Eagle 9mm Luger ammunition is loaded with a 147-grain Full Metal Jacket bullet. The Full Metal Jacket bullet is for range practice and reducing fouling in the barrel. The jacket extends from the nose to the base, preventing bullet expansion and barrel leading. This ammunition is a new production, non-corrosive ammo, featuring brass cases, boxer primed, and is reloadable.

Speer Gold DOT .223 62 Grain (GR) Rifle Round

Cost	\$260 Case
Quantity	43,500 Rounds
Lifespan	No Expiration
Funding Source	Department Funds



Manufacturer: Speer Gold

Manufacturer Description: Remington ammo made by Speer is reloadable, features nickel-plated brass cases and Boxer primers, and is a non-corrosive round. In addition to its remarkable strength, Gold Dot rifle ammunition asserts remarkable accuracy with exact tolerances and unparalleled bullet uniformity of jacket thickness. The Gold Dot LE ammunition joins the jacket and core one molecule at a time; thanks to this, Speer eradicates the potential for the leading cause of bullet failure (jacket/core separation). This process will guarantee extraordinary weight retention through barriers as strong as auto-glass.

Speer Gold DOT .223 55 Grain (GR) Rifle Round

Cost	\$260/ Case
Quantity	1,600 Rounds
Lifespan	No Expiration
Funding Source	General Fund



Manufacturer: Speer Gold

Manufacturer Description: Remington ammo made by Speer is reloadable, features nickel-plated brass cases and Boxer primers, and is a non-corrosive round. In addition to its remarkable strength, Gold Dot rifle ammunition asserts remarkable accuracy with exact tolerances and unparalleled bullet uniformity of jacket thickness. The Gold Dot LE ammunition joins the jacket and core one molecule at a time; thanks to this, Speer eradicates the potential for the leading cause of bullet failure (jacket/core separation). This process will guarantee extraordinary weight retention through barriers as strong as auto-glass.

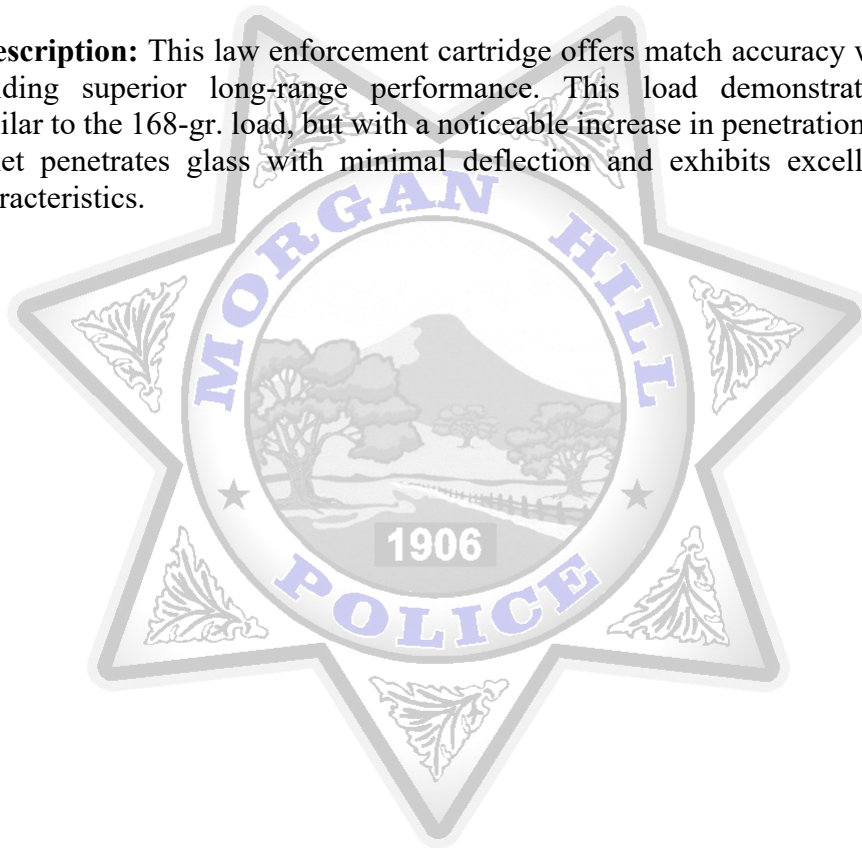
Hornady .308 Winchester A-Max Tap Rifle Round

Cost	\$433 Case
Quantity	1020 Rounds
Lifespan	No Expiration
Funding Source	General Fund



Manufacturer: Hornady

Manufacturer Description: This law enforcement cartridge offers match accuracy with a high ballistic coefficient, providing superior long-range performance. This load demonstrates expansion and fragmentation similar to the 168-gr. load, but with a noticeable increase in penetration and retained bullet weight. This bullet penetrates glass with minimal deflection and exhibits excellent expansion and fragmentation characteristics.



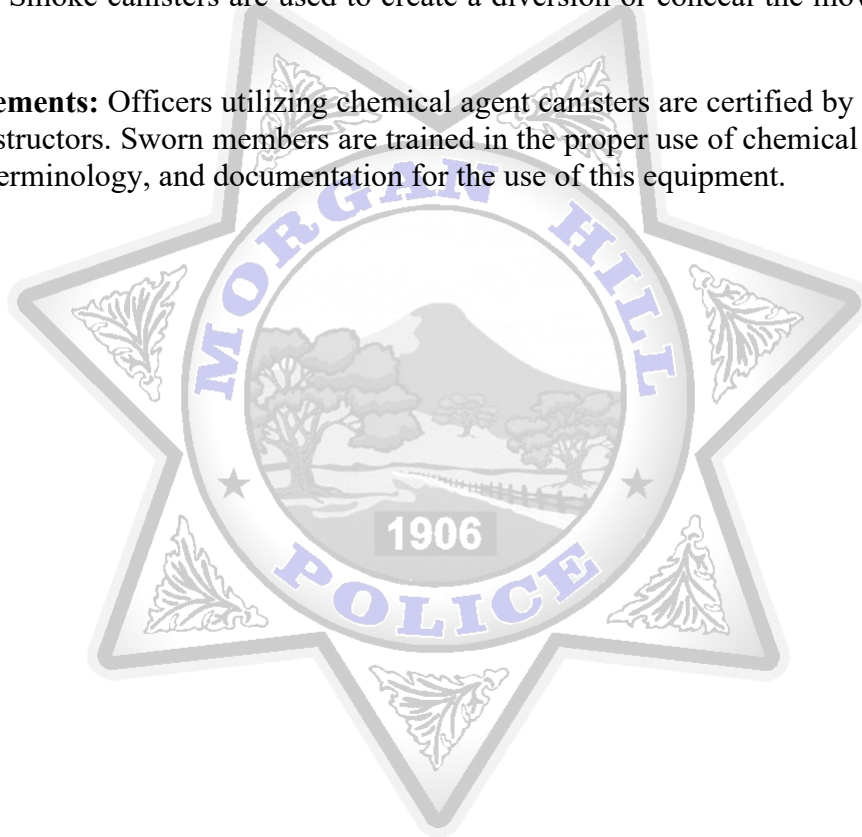
Chemical Agents and Smoke Canisters (Category 12)

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

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

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

Training Requirements: Officers utilizing chemical agent canisters are certified by P.O.S.T. less-lethal chemical agent instructors. Sworn members are trained in the proper use of chemical agent canisters and smoke canisters, terminology, and documentation for the use of this equipment.



The Department currently possesses chemical agents:

Combined Systems Inc. (CTS) 6210-R Red Smoke

Cost	\$45.85 per
Quantity	23 in stock
Lifespan	5 Years
Funding Source	General Fund



Manufacturer: Combined Systems Inc. (CTS)

Manufacturer Description: White and colored smoke grenades obscure tactical movement, signaling or marking a landing zone.

Outdoor Tactical Grenade CS- 8230

Cost	26.40 per
Quantity	31 in stock
Lifespan	5 Years
Funding Source	General Fund



Manufacturer: Combined Systems Inc. (CTS)

Manufacturer Description: 8230 – The smallest diameter burning grenade that discharges a high volume of smoke and chemical agent through multiple emission ports. It can be hand-thrown or launched. Specifically for outdoor use, and it should not be deployed on rooftops, in crawl spaces, or indoors due to fire-producing capability.

40mm Frangible Impact-CS Powder-4530

Cost	30.00 per
Quantity	58 in stock
Lifespan	5 Years
Funding Source	General Fund



Manufacturer: Combined Systems Inc.

Manufacturer Description: 40mm multi-effect munition delivering greater energy on the target with extreme accuracy and simultaneously dispersing a cloud of irritant or marking powder.

Launching Cup attachment

Cost	100.00 per
Quantity	2 in stock
Lifespan	
Funding Source	General Fund



Manufacturer: Combined Systems Inc. (CTS)

Manufacturer Description: The LC6 Launching Cups are designed for the 6200 series grenades. These can be fired from most 12ga smooth-bore shotguns. The cups can be attached to virtually any 12ga shotgun, and the munition is launched with our model 2600 launching cartridge.

Combined Systems Inc. (CTS) CS Baffled Canister Grenade, Pyro, Low Flame Potential- 5230(B)

Cost	\$40 each
Quantity	50
Lifespan	5 Years
Funding Source	General Fund



Manufacturer: Combined Systems Inc. (CTS)

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

Combined Systems Inc. (CTS) Launching Cartridge- 2600

Cost	\$5.50 each
Quantity	75
Lifespan	5 Years
Funding Source	General Fund



Manufacturer: Combined Systems Inc. (CTS) Launching Cartridge

Manufacturer Description: The LC5 & LC6 launching cups are designed for the 52 & 62 series grenades, respectively. The cups can be attached to virtually any 12ga shotgun, and the munitions are launched with our Model 2600 and 3600 launching cartridges.

Combined Systems Inc. (CTS) OC Vapor Grenade-6340

Cost	45.25 per
Quantity	25
Lifespan	5 Years
Funding Source	General Fund



Manufacturer: Combined Systems Inc. (CTS)

Manufacturer Description: This unique grenade delivers an invisible OC vapor and renders an intense respiratory effect to a non-compliant subject.

PepperBall Launcher and Projectiles

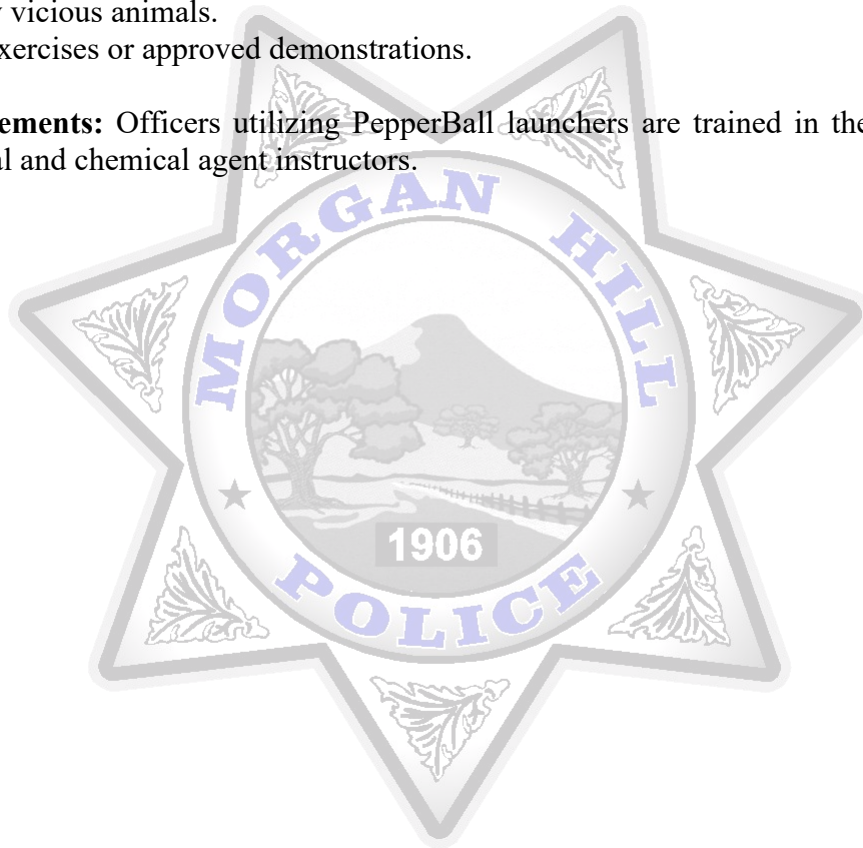
A device that discharges projectiles containing non-lethal chemical agents, which are released upon impact.

Capability: The Defense Innovation is a compressed-air powered launcher designed to fire non-lethal PepperBall projectiles.

Usage: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include but are not limited to:

1. Self-destructive, dangerous, and/or combative individuals.
2. Riot/crowd control and civil unrest incidents.
3. Circumstances where a tactical advantage can be obtained.
4. Potentially vicious animals.
5. Training exercises or approved demonstrations.

Training Requirements: Officers utilizing PepperBall launchers are trained in their use by P.O.S.T. certified less-lethal and chemical agent instructors.



The Department currently possesses the following PepperBall Launcher:

Defense Innovations PepperBall Launcher

Cost	\$350.00
Quantity	2
Lifespan	20 years
Funding Source	General Fund



Manufacturer: Defense Innovations

Manufacturer Description: The Defense Innovation is a compressed-air powered launcher designed to fire non-lethal PepperBall projectiles. A device that discharges projectiles containing non-lethal chemical agents, which are released upon impact. The PepperBall Defense Innovation is a single feed system with the use of a Hooper.

PepperBall Projectiles

Cost	\$75.00
Quantity	2
Lifespan	Three years
Funding Source	General Fund



Manufacturer: Defense Innovations

Manufacturer Description: The basic PepperBall projectile contains 2% PAVA pepper powder and is designed for direct impact and area saturation, especially in confined interior spaces. The projectile contains 0.5% PAVA Powder. The projectile is discharged from a PepperBall Launcher and has a 200-500 FPS velocity.

Training Summary

Safely using certain military equipment requires ongoing training to maintain proficiency and required

certifications. While the Department conducts most ongoing training internally through the Personnel and Training Division, external training courses and services are often also necessary. Training courses can vary yearly depending on operational needs and State or Federal mandates. Consumable and non-consumable equipment are often used during training to ensure competency during actual operational use. Funding sources for training include the Police Department's operating budget and/or grants.



Equipment Costs

The following table summarizes equipment-related expenditures for the calendar year 2023 and the projection of expenses for the calendar year 2024. Equipment expenditures include the acquisition of new

equipment, the replacement of damaged equipment, and the ongoing maintenance of the controlled equipment.

Equipment Type	Annual Maintenance (2023)	Projections (2024)
Unmanned Aircraft System	\$0	\$0
Armored Vehicles	N/A	N/A
The ROOK	N/A	N/A
Mobile Incident Command	\$12,000	\$12,000
Long Range Acoustical Device (LRAD)	\$0	\$0
40mm Less-Lethal Launchers	\$250	\$250
Less-Lethal Shotguns	\$500	\$16,411
Diversionsary Devices	\$1,579	\$1,000
Rifles	\$2,600	\$11,500
Chemical Agents and Smoke Canisters	\$4,664	\$2,000
PepperBall Launchers	\$100	\$100
TOTAL	\$21,693	\$43,261

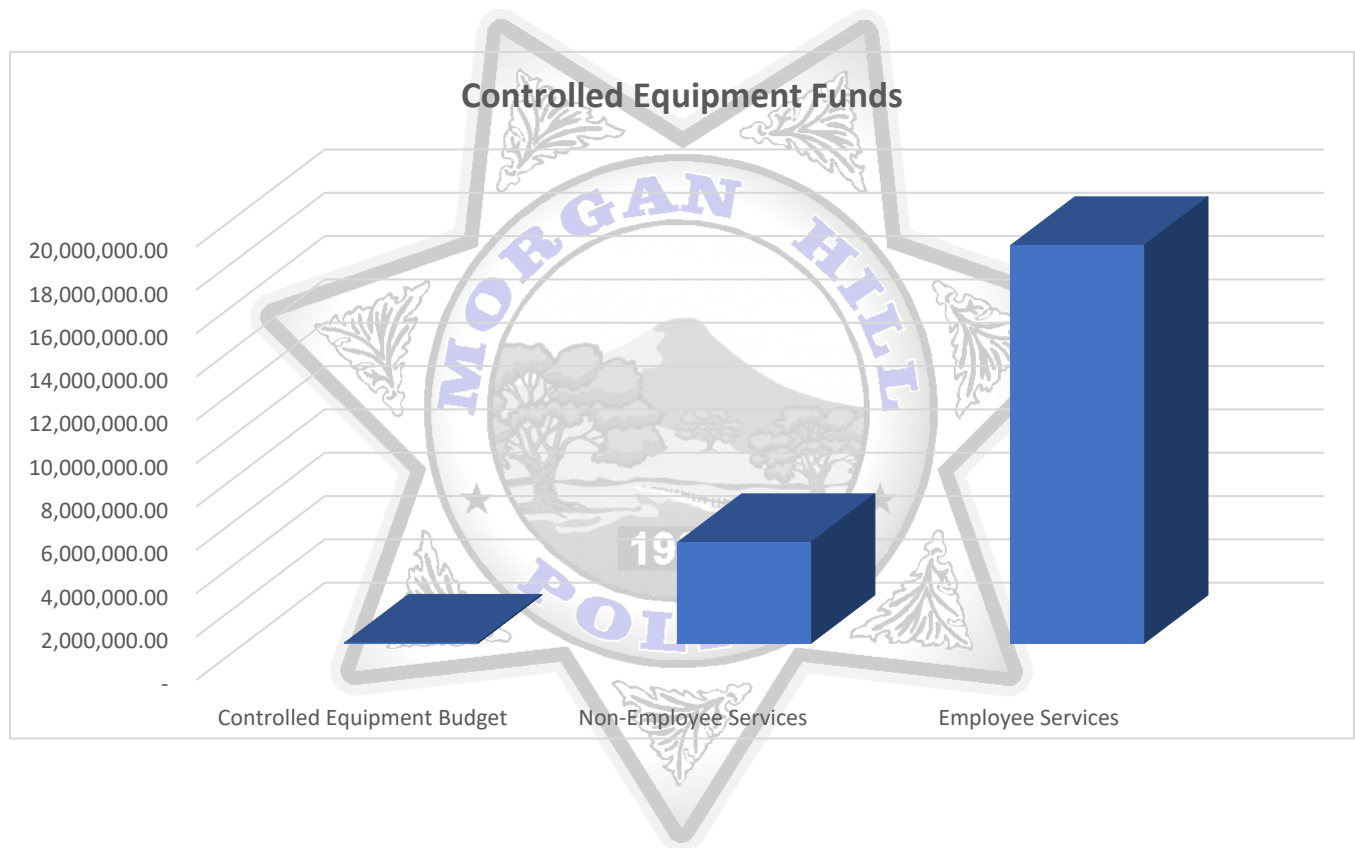
Fiscal Impact

The Morgan Hill Police Department is budgeted for 67 full-time employees, including 42 full-time sworn officer positions and 25 full-time professional staff positions. During Fiscal Year 2023/2024, the Police

Department had an operating budget of \$22,397,424.

Although the City of Morgan Hill adopts its operating budget on a two-year fiscal basis (beginning July 1), the cost of controlled equipment expenditures is reflected in this report for the calendar year 2023 as required by Assembly Bill 481.

In 2023, the Morgan Hill Police Department spent approximately \$21,693 for controlled equipment. Some expenditures for military equipment were funded through State and/or Federal grants, reducing the impact of acquiring, utilizing, maintaining, and training with military equipment on the Department's operating budget. Although some of these expenditures were paid for with grant funding, the total expenditures represent only 0.0009% of the Police Department's operating budget.



Projected Acquisitions for 2024

Although most acquisitions can be anticipated, the unanticipated replacement of existing military equipment may be necessary due to loss or damage. Replacement of these items will be handled on a case-

by-case basis dependent on operational need and in compliance with department policy for acquiring controlled equipment.

Consumable Controlled Equipment

Consumable military equipment acquisitions for 2024 will remain consistent with current replenishment schedules and policies. Acquisitions will only restore quantities previously approved by the governing body.

Categories of consumable military equipment include:

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



Non-Consumable Controlled Equipment

Lenco G3 Bearcat

The Department is seeking to purchase a Lenco Bearcat G3. The need for a second Bearcat in South County will help Gilroy Police Department and Morgan Hill Police Department enhance their ability to provide protection and rapid response during emerging incidents. Currently, there is no dedicated bearcat vehicle in South County; however, the Gilroy Police Department has purchased a Bearcat with a delivery date later this year. When a bearcat vehicle is needed, a mutual aid request must be made, adding to the delay in response to a critical incident. As a result, any response to such an incident would be delayed, putting both communities at greater risk.

Funding for acquiring a Lenco Bearcat will be from grant funding and Department funding, as the Department is currently looking for grant funding or other funding options. The projected cost for the equipment is listed below:

Manufacturer Name and Model	Category	Quantity	Cost
Lenco G3 Bearcat	2 & 3	1	\$375,000
TOTAL:			\$375,000

Lifespan:

25 years

Fiscal Impact: The annual maintenance for a Lenco G3 Bearcat will be approximately \$5,000 a year.

Training: All drivers/operators shall attend formalized instruction and be trained in vehicle operations and practical driving techniques. P.O.S.T. certified driving instructors provide training consisting of safe driving practices and proper operation of the vehicle's equipment.

NIJ Level IV Armored Caterpillar (CAT) Multi-Terrain Loader (The ROOK)

The Department seeks to purchase an NIJ Level IV Armored Caterpillar (CAT) Multi-Terrain Loader (The ROOK). The ROOK will primarily be used by the Special Weapons and Tactics Team (SWAT) to safely transport personnel to and from critical incidents, extract citizens from volatile situations, high-risk rescue operations and training, provide emergency medical staff and/or Tactical Emergency Medicine (TEM) personnel a safe working environment, and for delivering equipment in high-risk environments. The ROOK can also be used to conduct rescue missions during disasters. Additionally, the vehicle would be utilized for community engagement efforts and other applications deemed appropriate.

Funding for acquiring a ROOK will be from grant funding, as the Department is looking for grant funding or other funding options. The projected cost for the equipment is listed below:

Manufacturer Name and Model	Category	Quantity	Cost
NIJ Level IV Armored Caterpillar Multi-Terrain	4	1	\$400,000

Loader (The ROOK)			
TOTAL:			\$400,000

Lifespan:

25 years

Fiscal Impact: The annual maintenance for a ROOK will be approximately \$8,000 a year.

Training: All drivers/operators shall attend formalized instruction and be trained in vehicle operations and practical driving techniques. P.O.S.T. certified driving instructors provide training consisting of safe driving practices and proper operation of the vehicle's equipment.

Colt AR-15

The Department seeks to purchase an additional five (5) Colt AR-15 rifles. The additional rifles will allow the Department to outfit all the department officers with rifles and have spares that can be used during annual maintenance.

Funding for acquiring the Colt AR-15 rifles will be from general fund funding. The project cost for the equipment is listed below:

Manufacturer Name and Model	Category	Quantity	Cost
Colt AR-15	9	5	\$8,885.00
TOTAL:			\$8,885.00

Lifespan:

10 Years

Fiscal Impact: The annual maintenance for the rifles will be approximately \$250 a year.

Training: Officers must complete a 16-hour P.O.S.T. approved training course before deploying a rifle. Officers are required to pass a qualification course annually. P.O.S.T. certified instructors teach the course.

Remington 870 Less Lethal Shotguns

The Department seeks to purchase (15) fifteen Remington 870 Less Lethal shotguns. This purchase will replace the Department's current less lethal shotguns as they have come to the end of life.

Funding for acquiring the Remington 870 Less Lethal shotgun will be from general fund funding. The project cost for the equipment is listed below:

Manufacturer Name and Model	Category	Quantity	Cost
Remington 870 Less Lethal Shotgun	9 & 14	15	\$15,911
TOTAL:			\$15,911

Lifespan:

15 Years

Fiscal Impact: The annual maintenance for the less lethal shotgun will be approximately \$250 a year.

Training: All officers must complete a minimum of two (2) hours of department training before deploying the less lethal shotgun. Training includes a review of the Department's Use of Force Policy, nomenclature, familiarization of the system, and a qualification course.

Department Transparency

Occasionally the application and use of controlled equipment may prompt questions or cause concern for community members.

The Morgan Hill Police Department strives to provide transparency on police activities, department policies, agency practices, and the use of controlled equipment. Remaining accountable to our community builds trust and confidence while enhancing community relationships in alignment with the Pillars of 21st Century Policing.

Controlled Equipment Coordinator Report

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

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

Inventory

The Controlled Equipment Coordinator conducted an inventory check and identified controlled equipment not included in the inventory itemization reported in 2023. The inventory itemization in this report has been corrected to reflect the equipment not previously included.

Complaints

The Morgan Hill Police Department received no citizen complaints about using or possessing military equipment for 2023.

Policy Violations

The Morgan Hill Police Department did not identify any policy violations related to the deployment or use of controlled equipment for 2023.



Conclusion

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

When deciding how controlled equipment is funded, acquired, or used, the Morgan Hill Police Department considers the public's welfare, safety, and civil liberties. This annual military equipment report reaffirms the Department's commitment to transparency and providing information to our community and ensuring compliance with the law.

The Department welcomes meaningful public input regarding the use of controlled equipment to keep our community safe. Inquiries, complaints, or concerns can be submitted to the Morgan Hill Police Department's Controlled Equipment Coordinator via email at Mario.Ramirez@morganhill.ca.gov

Visit our website for more information: www.morganhill.ca.gov/129/police



Appendix

Definitions

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

CITY COUNCIL STAFF REPORT

MEETING DATE: April 24, 2024

PREPARED BY:

Inga Alonzo, Management Analyst

APPROVED BY: City Manager

APPROVE THE PURCHASE OF CLA-VALVE REPAIR AND REBUILD KITS IN THE AMOUNT OF \$103,718 FROM ICONIX WATERWORKS

RECOMMENDATION(S)

Approve and authorize the City Manager to execute a purchase order to Iconix Waterworks in the amount of \$103,718 for the purchase of Cla-Valve repair and rebuild kits for repairs to the City's water infrastructure.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Maintaining and Enhancing Infrastructure

2024-2025 Strategic Priorities

Fiscal Sustainability

Guiding Documents

Public Safety Master Plan

Water System Master Plan

REPORT NARRATIVE:

The City of Morgan Hill's Utilities Division needs to purchase rebuild and repair kits to perform needed valve repairs on its water infrastructure. These kits have been hard to come by in the past couple of years due to material and supply shortages. Last year, very little repair work was achieved because of the inability to obtain these kits. These shortages have also caused prices to increase, especially on the largest valve sizes.

An Invitation to Bid was posted in February 2024 to obtain pricing on Cla-Valve repair and rebuild kits. The bid was advertised in the Morgan Hill Times and was posted to the City's website. It was also emailed to multiple vendors that staff has purchased this type of equipment from previously. Four bids were received. Bid results are as follows:

Bidder	Iconix Waterworks	Technology International	Taza Supplies	Ferguson Enterprises
Bid Amount	\$103,718.19	\$98,140.61	\$193,290.00	\$108,752.91

Lead Time	5-7 Days	20 Weeks	6-7 Weeks	Not Stated
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Although the bid from Technology International came in at the lowest dollar amount, the lead time to acquire the parts is excessive at 20 weeks. Staff have scheduled repairs for the months of May and June. It is not recommended to postpone these repairs any longer. Thus, staff believes it is in the best interest of the City to award this bid to the second-lowest bidder, Iconix Waterworks, which has a lead time of approximately one week on these kits.

COMMUNITY ENGAGEMENT:

COMMUNITY ENGAGEMENT: None

The purchase of materials for the Utilities Division is a necessary function to support the operations of the City and therefore no community engagement was performed.

ALTERNATIVE ACTIONS:

The City Council could choose to award to the lowest bidder. This would delay repairs by about five more months. This is not recommended because repairs have already been delayed due to lack of product which has compromised timely repair of critical infrastructure.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

There have been no prior Council actions.

FISCAL AND RESOURCE IMPACT:

Funds for this purchase are budgeted in water operations (Fund 650).

CEQA (California Environmental Quality Act):

Categorical Exemption

This purchase is Categorically Exempt pursuant to Section 15301 of CEQA Guidelines because the materials being purchased are for repair of existing infrastructure involving no expansion of existing use.

City of Morgan Hill
BID
Cla-Valve Kits

ICONIX WATERWORKS ("Contractor") hereby submits this Bid to the City of Morgan Hill ("City") for an **Cla-Valve Kits** ("Project") in response to the Invitation for Bids and in accordance with the documents referenced therein.

1. **Bid Proposal.** Contractor proposes and will provide, if awarded, Cla-Valve Kits per the specifications laid out in the Invitation for Bid documents herein.

2. **Addenda.** Contractor acknowledges receipt of the following addenda:

Addendum:	Date Received:
#01	<u>N/A</u>
#02	<u>N/A</u>
#03	<u>N/A</u>

3. **Bid Warranties.** By signing and submitting this Bid, Contractor warrants the following:

3.1 Contractor has thoroughly examined the Bid Documents, and represents that, to the best of Contractor's knowledge there are no errors, omissions, or discrepancies in the Bid Documents.

3.2 Contractor is fully qualified to perform the Work.

3.3 Contractor has carefully reviewed this Invitation to Bid and is solely responsible for any errors or omissions contained in their completed Proposal.

This Bid is hereby submitted on MARCH 19, 2024:

<u>ICONIX WATERWORKS</u>	<u>408-630-9634</u>	<u>MIKE.SANCHEZ@ICONIXWW.COM</u>
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Company Name	Contact Phone	Contact Email
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<u>3750 BASSETT ST</u>	<u>SANTA CLARA</u>	<u>CA</u>	<u>95054</u>
Address	City	State	Zip

<u>Rich Arellano</u>	<u>Rich Arellano Operations Manager</u>
Authorized Signature	Name and Title [print]

BID PROPOSAL

Please supply a bid price for the following items. Include Sales Tax and any delivery and freight charges. You must bid on all items, or your bid will not be accepted. Please attach any warranty information to this bid.

Quantity	Size	Style	Part #	Each	Total
1	ea	2"	Hytrol #1 Rubber Kit	147.67	147.67
1	ea	4"	Hytrol #1 Rubber Kit	253.49	253.49
4	ea	6"	Hytrol #1 Rubber Kit	354.65	1,418.60
2	ea	8"	Hytrol #1 Rubber Kit	425.58	851.16
1	ea	2"	Hytrol #2 Repair Kit	217.44	217.44
1	ea	4"	Hytrol #2 Repair Kit	418.60	418.60
2	ea	2"	Hytrol #3 Rebuild Kit	548.84	1,097.68
4	ea	6"	Hytrol #3 Rebuild Kit	2,200.00	8,800.00
3	ea	8"	Hytrol #3 Rebuild Kit	3,626.74	10,880.22
8	ea	10"	Hytrol #3 Rebuild Kit	6,351.16	50,809.28
2	ea	3"	Powertrol #2 Repair Kit	1,633.72	3,267.44
4	ea	4"	Powertrol #2 Repair Kit	1,856.98	7,427.92
4	ea	6"	Powertrol #2 Repair Kit	2,363.95	9,455.80
Lead Time 5-7 Days				Subtotal	95,045.30
				Sales Tax	8,672.89
				Delivery & freight	N/A
				Total	103,718.19

Non-Collusion Declaration

(To be executed by Contractor and submitted with bid)

The undersigned declares:

I am the Santa Clara Operations Manager [title] of ICONIX WATERWORKS [business name],
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham bid. The Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham bid, or to refrain from bidding. The Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Contractor. All statements contained in the bid are true. The Contractor has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid and will not pay, any person or entity for such purpose.

This declaration is intended to comply with California Public Contract Code Section 7106 and Title 23 U.S.C Section 112.

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

correct, and that this declaration is executed on MARCH 19, 2024 [date], at

SANTA CLARA [city], CA [state].

Rich Arellano
Signature

Rich Arellano
Name [print]



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, March 6, 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

Deputy City Clerk Kim Mancera called the roll.

PRESENT	Rene Spring, Gino Borgioli, Yvonne Martinez Beltran, Mark Turner, Marilyn Librers
ABSENT	None

DECLARATION OF POSTING AGENDA

Deputy City Clerk Kim Mancera declared the posting of the agenda.

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

YAC Presentation

League of California Cities, California Business Roundtable (CBRT) measure

RECOGNITIONS

Recognizing the 2023 STEM winner Sharanya Chudgar

PROCLAMATIONS

Proclaiming March 31, 2024 as Cesar Chavez Day

Proclaiming the month of March 2024 as Women's History Month

Proclaiming the month of March 2024 as Youth Arts Month

CITY COUNCIL REPORTS

Council Member Martinez Beltran shared that on February 28, 2024, she attended the

League of California Cities Latino Caucus meeting. She attended the Silicon Valley Clean Energy executive meeting as well as the Joint Venture Silicon Valley Annual State of the Valley. She shared that the California Business Roundtable (CBRT) event will be on May 22, 2024. She wished everyone a happy Cesar Chavez Day and Women's History Month.

CITY MANAGER'S REPORT

City Manager Christina Turner announced that Assistant City Manager Edith Ramirez is the recipient of the 2024 Latinx Business Leadership Award. To help celebrate her recognition, our Economic Development Team is using this opportunity to highlight many amazing Hispanic owned businesses and Latinx employees in Morgan Hill. If you are a business owner who would like to recognize a local Latinex business leader at your company, please reach out to Brittney Sherman or Matt Mahood. She announced that summer activities are coming soon. On Friday, March 22, 2024 the summer recreation guide will be posted on the website. On April 2, 2024 our new online registration system will be active. On April 9, 2024 registration for our summer camps and programs begin and on April 11, 2024 registration for swim classes will commence. On Wednesday, March 13, 2024 is the Mayor's State of the City address at 6:30 p.m. at the Morgan Hill Community Playhouse. In addition on March 31, 2024 is the opening game for the Panthers at SAP Center.

CITY ATTORNEY'S REPORT

No report.

OTHER REPORTS

None.

PUBLIC COMMENT

Public comment opened at 6:29 p.m. The following person was called to speak:
Eric
There being no further requests to speak, public comment closed.

ADOPTION OF AGENDA

MOTION:

Move item 8.2 in front of item 8.1.

RESULT:	Passed
MOVER:	Council Member Martinez Beltran
SECONDER:	Council Member Spring
AYES:	Council Member Spring, Council Member Martinez Beltran, Mayor Turner, Mayor Pro Tem Librers

NAYS:	Council Member Borgioli
ABSTAIN:	None
ABSENT:	None

MOTION:

Move item 8 to right after the consent calendar.

RESULT:	Passed
MOVER:	Council Member Spring
SECONDER:	Mayor Turner
AYES:	Council Member Spring, Council Member Borgioli, Council Member Martinez Beltran, Mayor Turner, Mayor Pro Tem Librers
NAYS:	None
ABSTAIN:	None
ABSENT:	None

MOTION:

Adopting the agenda.

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 the consent calendar.

RESULT:	Passed
MOVER:	Council Member Borgioli
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

1. **APPROVE THE FEBRUARY 2, 2024 AND FEBRUARY 3, 2024 ANNUAL GOAL SETTING WORKSHOP MINUTES AND THE FEBRUARY 21, 2024 CITY COUNCIL MEETING MINUTES**

Recommendation:
Approve minutes.

2. **AUTHORIZE THE CITY MANAGER TO EXECUTE A CHANGE ORDER TO EDWARD R. BACON COMPANY IN THE AMOUNT OF \$156,661 INCLUDING 10% CONTINGENCY FOR THE PURCHASE AND INSTALLATION OF REPLACEMENT GENERATORS AT THE CITY FIRE STATIONS**

Recommendation:
Authorize the City Manager to execute a change order to Edward R. Bacon, in the amount of \$156,661, for the purchase and installation of two generators at the Morgan Hill Fire Stations.

3. **RECEIVE MONTHLY BUDGET UPDATE AND JANUARY 2024 FINANCIAL AND INVESTMENT REPORTS**

Recommendation:
Accept and file report.

4. **RESCIND AWARD OF COMMUNITY PARK DG PATHWAYS PROJECT AND AWARD TO NEXT LOWEST BIDDER**

Recommendation:

1. Rescind Award of 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. Award DG Pathways Project to Always Paving, Inc. in the amount of \$56,100 and contingency funds not to exceed \$28,050; and
3. Authorize the City Manager to execute and administer that certain

construction contract with Always Paving, Inc.

OTHER BUSINESS ITEM MOVED

8. PROVIDE DIRECTION TO STAFF ON PROPOSED FUTURE COUNCIL INITIATED AGENDA ITEMS

Recommendation:

Determine if the majority of the City Council wants the following items agendized at a future meeting for discussion:

1. Consider a resolution for sustainable peace to end the war and the loss of life in Israel and Palestine; and
2. Consider continuing the discussion on remote public comments.

Item 8.2

City Manager Christina Turner introduced the items and Council Member Martinez Beltran provided a report.

Public comment opened at 6:42 p.m. The following people were called to speak:

Kamila

Anonymous

Anonymous

Anonymous

Armando Benavides

Aziz

Art Cohen

Arik

Anonymous

Rita Gutierrez-Gisher

There being no further requests to speak, public comment closed.

No action taken. This item will be added to a future meeting agenda.

Item 8.1

City Manager Christina Turner introduced the items and Council Member Martinez Beltran provided a report.

Public comment opened at 7:09 p.m. The following people were called to speak:

Nuzi

Aamin

Noshaba A.

Zain

Dina

Omar
Kamila
Vsman
Dima
Saima
Alfiya
Amina
Salam
Ismail
Naz K.
Mohammed
Rita
Bashera
Sarit
Vered
Iloch
Ronnit
Ido Waissman
Ronda A.
Dee H.
Dima
Aziz
Yousuff
Zain Y.
Rabbi Faith Joy Dantowitz
Shahla Khan
Debbie Israel
Sal A.
Kassel
Aaron Jarson
Rabbi Mendel Liberow
Avi
Gabby
Hina
Marby Lee
Rick
Donna
Nadine
Cohava
Arik P.
Shlomit
Mayrav
Yigal
Peter
Natalie Brisbin
Elizabeth Mandel
Anna Stepahenko
Mirian Buzi

Sophia Khalifa
Inga Pevchin
Edgardo Laber
Dorah Rosen
Wendy Greenfield
Public comment closed.

No action taken.

The meeting recessed at 8:32 p.m. and reconvened at 8:47 p.m.

PUBLIC HEARINGS

5. **INTRODUCE ORDINANCE (ZA2023-0001) AMENDING VARIOUS CODE PROVISIONS WITHIN TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL IMPLEMENTING THE CITY OF MORGAN HILL 2023-2031 HOUSING ELEMENT; UPDATES TO ELECTRIC VEHICLE CHARGING PROVISIONS TO PROVIDE CONSISTENCY WITH CHAPTER 15.62 (ELECTRIC VEHICLE CHARGING INFRASTRUCTURE); UPDATES TO PARKING PROVISIONS TO COMPLY WITH ASSEMBLY BILL 894; AND IMPLEMENTING MINOR AMENDMENTS DUE TO CLERICAL ERRORS AND INCONSISTENCIES**

Recommendation:

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

Principal Planner Adam Paszkowski provided a presentation and report.

The public hearing opened at 9:03 p.m. There being no requests to speak, the public hearing closed.

MOTION:

Waiving the first and second reading of the ordinance.

RESULT:	Passed
MOVER:	Council Member Borgioli
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

MOTION:

Introducing the ordinance.

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

OTHER BUSINESS

6. ADOPT AN AMENDED RESOLUTION FOR AN EXCEPTION TO THE 180-DAY WAITING PERIOD TO HIRE A RETIRED ANNUITANT, ANDREW CRABTREE, TO SERVE AS A TEMPORARY EXTRA HELP EMPLOYEE (GOVERNMENT CODE SECTIONS 7522.56 AND 21224) IN THE DEVELOPMENT SERVICES DEPARTMENT

Recommendation:

Adopt an amended 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).

Human Resources Director Michael Horta provided a report.

Public comment opened at 9:07 p.m. There being no requests to speak, public comment closed.

MOTION:

Approving the recommended action.

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
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7. **ADOPT RESOLUTION OF INTENTION AND INTRODUCTION OF ORDINANCE TO AMEND THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) AND THE CITY OF MORGAN HILL TO IMPLEMENT MILITARY SERVICE CREDIT AS PUBLIC SERVICE IN ACCORDANCE WITH SECTION 21024 OF THE CALIFORNIA GOVERNMENT CODE**

Recommendation:

1. Adopt Resolution of Intention of the City Council of the City of Morgan Hill stating its intent to amend the contract between the California Public Employees' Retirement System (CalPERS) and the City of Morgan Hill in order to implement Military Service Credit as Public Service in accordance with California Government Code section 21024;
2. Waive the first and second reading of the ordinance; and
3. Introduce ordinance by title

Human Resources Director Michael Horta provided a report.

Public comment opened at 9:08 pm. There being no requests to speak, public comment closed.

MOTION:

Adopting the resolution.

RESULT:	Passed
MOVER:	Council Member Borgioli
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 policy 97-01 4.2, City Council Future Initiated Agenda Items.

CLOSED SESSION

City Attorney Donald Larkin announced the closed session item.

Conference with Legal Counsel – Existing Litigation (§ 54956.9)

Serna v. City of Morgan Hill (Santa Clara County Case No. 23CV409430)

OPPORTUNITY FOR PUBLIC COMMENT

Public comment opened at 9:14 pm. There being no requests to speak, public comment closed.

The meeting adjourned to closed session at 9:19 p.m.

ADJOURNMENT

There being no further business, Mayor Turner adjourned the meeting at 9:30 p.m.

Minutes Prepared by:

Kim Mancera, Deputy City Clerk

CITY COUNCIL STAFF REPORT

MEETING DATE: April 24, 2024

PREPARED BY:

Kristian Wallace, Associate Engineer

APPROVED BY: City Manager

AWARD CONDIT SEWER CAPACITY UPGRADE PROJECT TO SUBTERRA CONSTRUCTION, INC. IN THE AMOUNT OF \$1,824,097

RECOMMENDATION(S)

1. Approve the Condit Sewer Capacity Upgrade Project Plans and Specification;
2. Award contract to SubTerra Construction Inc. for the Condit Sewer Capacity Upgrade Project in the amount of \$1,824,097;
3. Authorize expenditure of construction contingency funds not to exceed \$364,820; and
4. Authorize the City Manager to execute and administer the construction contract with SubTerra Construction, Inc.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety and Quality of Life

Maintaining and Enhancing Infrastructure

2024-2025 Strategic Priorities

Fiscal Sustainability

Guiding Documents

Wastewater System Master Plan

REPORT NARRATIVE:

The 2017 Sanitary Sewer Master Plan identifies a capacity project to upsize the sewer siphon that runs under Highway 101 at East Dunne Avenue. Due to the complexities of completing this project from an engineering, permitting and traffic control perspective, the City and planning consultant staff evaluated other options to achieve the needed capacity improvements. In 2022, Amendment 1 to the 2017 Sanitary Sewer Master Plan was prepared to evaluate the routing of sewer flows from projects along Half Road to the East Dunne Trunk Line as well as the possibility of routing flows from the undersized siphon at the E. Dunne crossing under Highway 101 to the larger siphon crossing at Barrett Avenue. The Sanitary Sewer Amendment recommended a 12" sanitary sewer main be installed along Condit Road between East Dunne Avenue and Barrett Avenue

to provide system reliability and redundancy in the event of an emergency shutdown of the East Dunne siphon. This project will eliminate the need to upsize the siphon underneath Highway 101 at Dunne Avenue.

The Condit Sewer Capacity Upgrade Project will remove and abandon the existing 10" sewer main along Condit Road and redirect flow through the installation of approximately 3,400 linear feet of 12" sewer main along Condit Road from East Dunne Avenue to Barrett Avenue. Staff began design of the Condit Sewer Capacity Upgrade Project in March 2023 and the plans and specifications were completed and approved in February 2024. The project was advertised on March 1, 2024 and a bid opening was held on March 27, 2024. The bid results are as follows:

Bidder	Base Bid
SubTerra Construction Inc.	\$ 1,824,097.00
Pacific Underground Construction, Inc.	\$ 1,967,832.00
Precision Engineering	\$ 1,982,869.00
Manzo Construction	\$ 2,013,249.43*
Golden Bay Construction, Inc.	\$ 2,141,417.00
Devaney Engineering, Inc.	\$ 2,390,357.00*
Monterey Peninsula Engineering	\$ 2,568,332.00
Cratus, Inc.	\$ 2,770,664.00

*The construction base bid total was corrected due to calculation error.

The bid proposals received were structured such that the base bid was the lowest responsible bidder. The lowest responsible bidder was SubTerra Construction Inc. with a base bid of \$1,824,097. SubTerra Construction Inc.'s bid was approximately 16.91% lower than the Engineer's estimate of \$2,195,337. SubTerra Construction is an experienced contractor and has the necessary qualifications to do this project. SubTerra Construction has previously completed work for the City on the Jackson Oaks Water Main Project. Staff recommends the award of the contract to SubTerra Construction Inc. in the amount of \$1,824,097 with a 20% contingency for this project. A larger contingency is included to support unknown conditions and the potential for related repair work for other system pipes. The project is scheduled to begin in May 2024 and be completed by December 2024, assuming no significant delays.

The plans and specifications are available for review on the City's [webpage](#).

COMMUNITY ENGAGEMENT:

During and ahead of construction, staff will inform the community regarding the progress of this project using media, social media, and the City's website. Additionally, staff will coordinate with the Morgan Hill Aquatic Center and Outdoor Sports Park for

additional noticing in the facilities due to the proximity of construction activity to the facilities.

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. Staff does not recommend this alternative as competitive bids were received. Rebidding the project is not likely to result in significant savings and it will delay the project by a minimum of four months.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

October 18, 2017 - Adopted Sanitary Sewer Master Plan

June 15, 2022 - Adopted Fiscal Year 2022-23 through 2027-28 Capital Improvement Program Budget which identifies funding for the proposed sewer projects through developer impact fees.

FISCAL AND RESOURCE IMPACT:

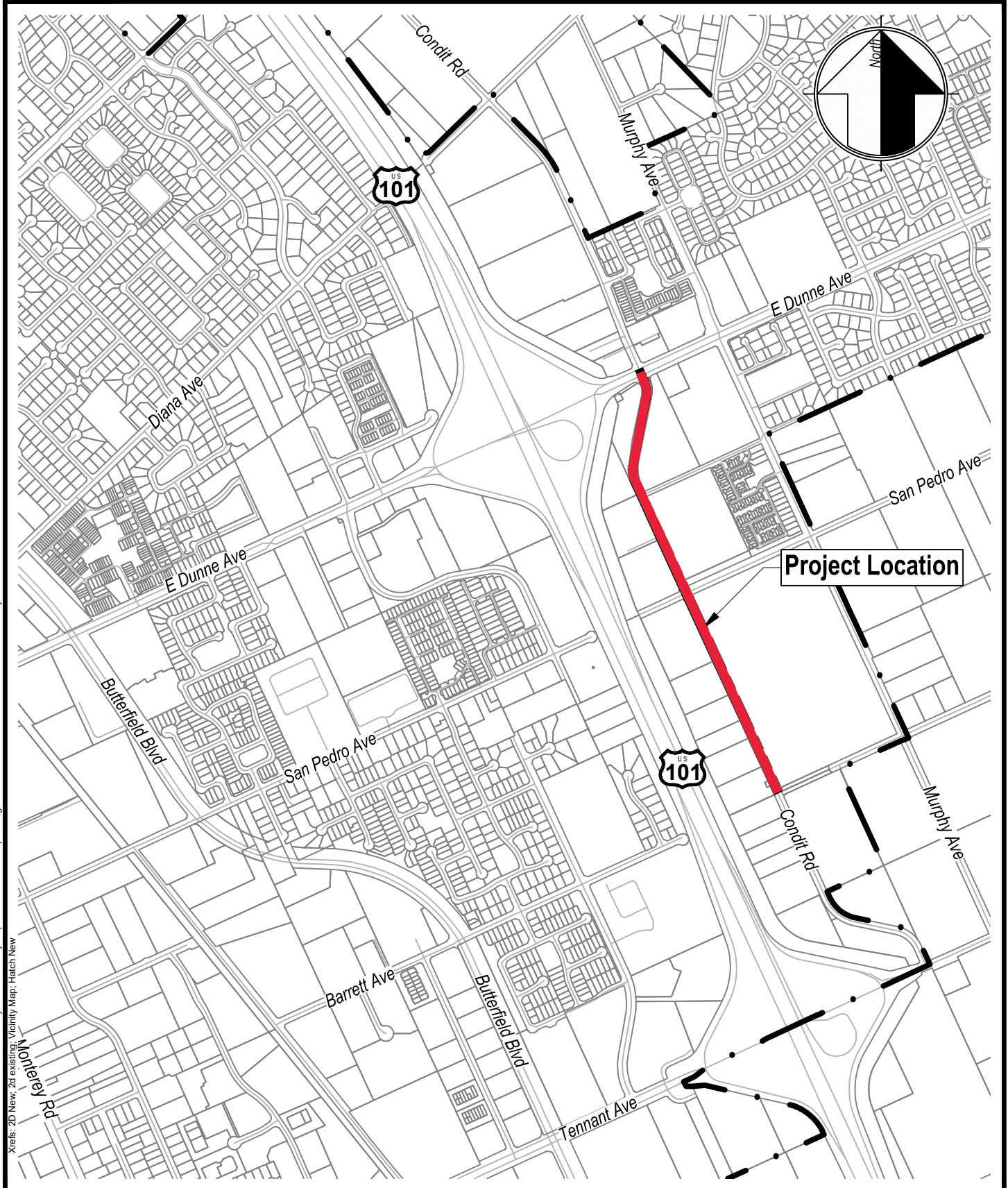
If approved, the total authorization of this project shall be \$2,188,917. The contract amount for the portion of this project with SubTerra Construction, Inc. is \$1,824,097. Additionally, staff is requesting an authorization of 20% construction contingency of \$364,820, for a total of \$2,188,917 for the construction portion. There are adequate funds appropriated and available to fund this project within Sewer Impact Fee Fund 641 and Sewer Capital Project Fund 643.

CEQA (California Environmental Quality Act):

Categorically Exempt.

The proposed improvements of the Condit Sewer Capacity Upgrade Project are categorically exempt CEQA under Section 15302 (c) Replacement or Reconstruction of Existing Utilities and Section 15303 (d) New Construction or Conversion of Small Structures, as the subject work involves the removal and replacement of a sewer main within an existing paved roadway to eliminate a flow deficiency.

N:\PROJECTS\CIP\SEWER\WW3009 - Condit Road Sewer Diversion Project\CAD\Vicinity Map Exhibit for Staff Report.dwg - 4/2/2024 3:17 PM - Plotted 4/2/2024 3:54 PM by Kristian Wallace
Xrefs: 2D New; 2d existing; Vicinity Map; Hatch New



City of Morgan Hill
Engineering & Utilities
17575 Peak Ave. Morgan Hill, CA 95037
Phone: (408) 776-6480 Fax: (408) 779-7236

Vicinity Map		
Condit Sewer Capacity Upgrade Project		
SCALE:	JOB #: WW3009	SHEET
DRAWN BY: KW	DATE: 4/2/24	1 of 1

CITY COUNCIL STAFF REPORT

MEETING DATE: April 24, 2024

PREPARED BY:

Keri Russell, Maintenance Manager

APPROVED BY: City Manager

INITIATE ANNUAL ASSESSMENT PROCESS FOR LANDSCAPE ASSESSMENT DISTRICT NUMBER 1

RECOMMENDATION(S)

1. Initiate the proceedings for the levy of assessments for Fiscal Year 2024-25;
2. Approve the Engineer's Annual Report and the proposed assessment levy; and
3. Declare the City Council's intention to levy the assessments in the District and to set the Public Hearing date for June 5, 2024.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Maintaining and Enhancing Infrastructure

2024-2025 Strategic Priorities

Fiscal Sustainability

REPORT NARRATIVE:

Landscape Assessment District No. 1 (District) was created to pay for the maintenance of the parks and common area landscaping in new neighborhoods benefiting from the open space. Per Government Code Sections 22623 to 22631, an Engineer's Annual Report (Attachment 1) is required to set the annual assessments in the Landscaping Assessment District and establish a Public Hearing date. This Public Hearing date has been scheduled for the City Council meeting on June 5, 2024.

In May 2011, reserve targets for each subarea were recommended and approved by the Council. Due to inflation costs, especially over the last several years, City Staff are recommending doubling the reserve targets for each subarea. By doubling the reserve targets, the subareas will have a higher fund balance to support inflationary costs, maintenance repairs, and/or general improvements to the district. If approved, City Staff would work to gradually increase each subareas' reserve to avoid drastic assessment fee increases and, for many subareas, assessment increases would be required to be approved by residents through a vote.

The recommended assessment rate for each subarea, which is reflected in the Annual

Report, has been proposed at a level that will enable the City to maintain each subarea and make reasonable improvements during the fiscal year. The Engineer's Annual Report details the proposed Fiscal Year 2024-25 assessments. Sparhawk subarea is in the process of a Proposition 218 ballot proceeding. If the rate per unit increase is approved by property owners and the City Council, the Supplemental Engineer's Report, Resolutions and necessary documentation used as part of the Proposition 218 ballot procedure will supersede the existing assessment. If the proposed Sparhawk subarea increase is not approved, the existing Sparhawk subarea assessment shall remain in place as shown in the Engineer's Report.

In the case of multiple subareas where the assessment cap does not increase annually, and funding is limited, maintenance services continue to be minimized. The Landscape Assessment District law requires property owners in these areas to vote to improve assessment increases. In some cases, property owners are not willing to increase their assessments. Staff will continue to look for alternatives to effectively manage the District and plans to engage residents in many of the underfunded sub-areas over the next year to look for solutions.

COMMUNITY ENGAGEMENT:

Ongoing resident outreach is occurring in several of the subareas and City staff are striving to increase the resident outreach. Some areas have more active homeowners groups that work with City staff in planning maintenance projects for their subareas, while residents of other subareas are less engaged. In recent years, City staff have successfully out reached to several areas. We are closely working with active districts on the ongoing maintenance and budget for their district. Although outreach with residents is typically positive, not all residents are satisfied with the service being provided within their subarea. This dissatisfaction is often due to the limitations of funding available to the subarea without the associated increase in assessments levied.

Staff have had a resident meeting with Sparhawk and those residents in attendance were in favor of raising the maximum assessment. Official ballots were mailed to Sparhawk owners with the ballot tabulation occurring at the April 24, 2024 Council Meeting.

ALTERNATIVE ACTIONS:

There is no other practical alternative action. The City Council could choose to provide staff with further direction on management of the District.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

In 1991, the City Council, under the Landscaping and Lighting Act of 1972, created the Fox Hollow/Murphy Springs Landscape Assessment District, and in 2010 chose to rename it to the City of Morgan Hill Landscape Assessment District No. 1. In May 2011, reserve targets for each subarea were established by the Council.

The City Council adopts the annual assessments and the ordering of the levy for assessments for the District each year. This occurred most recently on June 7, 2023.

FISCAL AND RESOURCE IMPACT:

The cost for preparation of the Engineer's Annual Report will be paid for by the Landscape Assessment District Fund (229). It is anticipated that the District will generate \$203,074 in revenues in Fiscal Year 2024-25. Expenses are budgeted at \$208,679 meaning that overall; the District's reserves are projected to be reduced by \$5,605 in the upcoming fiscal year. Providing administrative oversight to the District is a core activity of the Public Services Department's work program.

CEQA (California Environmental Quality Act):**Categorical Exemption**

The planned maintenance and management of the subareas within the lighting and landscape assessment district fall within the CEQA categorical exemption of Class 1, Existing Facilities.

CITY OF MORGAN HILL

Fiscal Year 2024/25 Engineer's Report For:

Landscape Assessment District No. 1

April 2024

Prepared by:



Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

CITY OF MORGAN HILL
17575 Peak Avenue
Morgan Hill, CA 95037-4128
Phone: (408) 779-7271
Fax: (408) 778-1564

CITY COUNCIL

Mark Turner, Mayor

Marilyn Librers, Mayor Pro Tem

Gino Borgioli, Council Member

Rene Spring, Council Member

Yvonne Martinez Beltran, Council Member

CITY STAFF

Christina Turner, City Manager

Chris Ghione, Public Services Director

Dat Nguyen, Finance Director

Keri Russell, Maintenance Manager

NBS

Melissa Ellico, Administrator

Darrylanne Zarate, Project Manager

Greg Davidson, Client Service Director

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1. EXECUTIVE SUMMARY

WHEREAS, the City Council of the City of Morgan Hill (the “City”), State of California, directed NBS to prepare and file a report, in accordance with Chapter 1, Article 4 of the Landscaping and Lighting Act of 1972 (the “Act”), presenting the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements for the City’s Landscape Assessment District No. 1 (the “District”) for Fiscal Year 2024/25. The report includes a diagram for the District, showing the area and properties proposed to be assessed, an assessment of the estimated costs of the maintenance, operations and servicing the improvements, and the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received and;

WHEREAS, the assessment for each parcel is in compliance with the Proposition 218 Omnibus Implementation Act and Section 4 of Article XIII D of the California Constitution. The proposed assessments are not proposed to increase by more than the approved maximum allowable increases.

NOW THEREFORE, assessments have been levied in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation, and are made to cover the portion of the estimated costs of maintenance, operation, and servicing of the improvements, to be paid by the assessable real property within the District in proportion to the special benefit received:

Zone	Units	FY 2024/25 Maximum Assessment Rate	FY 2024/25 Actual Assessment Rate	Total Assessment ⁽¹⁾
Belle Estates	36	\$502.22	\$310.00	\$11,160.00
Chang/Bertelone	8	1,215.00	550.00	4,400.00
Conte Gardens	11	477.82	365.00	4,015.00
Diana Estates	64	139.39	139.39	8,920.96
Fox Hollow ⁽²⁾	75	247.41	173.53	13,014.75
Hamilton Square	38	425.54	425.00	16,150.00
Jackson Meadows #6	70	108.10	108.00	7,560.00
Jackson Meadows #7	10	314.58	100.00	1,000.00
La Grande Estates	32	88.00	88.00	2,816.00
Lacrosse/Gera	24	142.99	50.00	1,200.00
Llagas Creek ⁽²⁾	71	333.16	233.67	16,590.57
Llagas/Obata	5	629.16	450.00	2,250.00
Mill Creek ^(2,4)	84	320.77	285.00	23,940.00
Oak Creek I, II, III	119	453.82	425.00	50,575.00
Parsons Corner ⁽³⁾	NOT APPLICABLE			
Rose Haven	27	488.47	400.00	10,800.00
Sandalwood ⁽⁴⁾	11	450.00	450.00	4,950.00
Sparhawk ^{(2) (5)}	18	354.76	354.76	6,385.68
Stone Creek ⁽²⁾	35	553.86	388.46	13,596.10
Sunnyside/Stonegate ⁽²⁾	10	811.66	375.00	3,750.00
Totals:	748			\$203,074.06

- (1) Actual amount placed on secured tax roll may be less due to Santa Clara County submittal requirements. Amounts placed on the tax roll must be rounded down to an even number.
- (2) Maximum Assessment Rate increases by 3% annually.
- (3) Detachment of Parsons Corner Zone was approved in April 2019.
- (4) Includes increased maximum assessment rate approved by property owners.
- (5) The Sparhawk Zone is in the process of a Proposition 218 balloting proceeding. If the rate per unit increase is approved by property owners and the City Council, the Supplemental Engineer's Report, Resolutions and necessary documentation used as part of the Proposition 218 ballot procedure will supersede the existing assessment. If the proposed Sparhawk Zone increase is not approved, the existing Sparhawk Zone assessment shall remain in place as shown within this Report.

2. OVERVIEW

2.1 Introduction

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 (which decreased from 20 as a result of property owners within Parsons Corner electing to detach from the District in April 2019).

The District provides for and ensures the continued maintenance, servicing, administration, and operation of various landscaping improvements and associated appurtenances located within the public right-of-way and dedicated easements within the boundaries of the District.

2.2 Description of Boundaries

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 made, by reference, a part of this Report.

2.3 Description of Improvements and Services

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."

Reference is made to the Plans and Specifications for the improvements, which is on file with the City.

3. ESTIMATE OF COSTS

3.1 Definitions of Budget Items

The following definitions describe some of the services and costs that may be included in the Zone Budgets:

Direct Expenses

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,

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

- 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.
- In May 2011, reserve targets for each subarea were recommended and approved by the Council.
- For Fiscal Year 2024/25 due to inflation costs, the reserve targets for each subarea are recommended to be doubled. By doubling the reserve targets the subareas will have a higher fund balance to support inflationary costs, maintenance repairs, and/or general improvements to the district. The increase of allocation to reserve targets will not increase the assessment rate above the maximum allowable assessment rate.

3.2 Zone Budgets

The estimated costs of servicing, maintaining, repairing, and replacing the actual improvements for each Zone for Fiscal Year 2024/25 are shown on the following pages.

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2024/25 Budget by Zone

	<u>Belle Estates</u>
DIRECT EXPENSES	
Maintenance	\$6,000.00
Extra Contract Costs	1,000.00
Water/Sewer	3,200.00
Electricity Costs	0.00
Other Supplies	500.00
Subtotal Direct Expenses	<u>\$10,700.00</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$1,205.20
Postage/Advertising	10.03
Internal Services	978.26
Administrative/Engineering Contract	403.53
Subtotal Administrative Expenses	<u>\$2,597.02</u>
SUBTOTAL ZONE COST	\$13,297.02
Fund Balance (Reduction)/Reserve	(2,137.02)
TOTAL BALANCE TO LEVY	<u>\$11,160.00</u>
Number of Assessable Units	36
Assessment Rate per Unit	\$310.00
Estimated Beginning Fund Balance July 1, 2024	\$12,881.26
Fund Balance Change	<u>(2,137.02)</u>
Estimated Ending Fund Balance June 30, 2025	\$10,744.25



City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2024/25 Budget by Zone

	Chang / Bertelone
DIRECT EXPENSES	
Maintenance	\$3,120.00
Extra Contract Costs	500.00
Water/Sewer	1,000.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$4,620.00
ADMINISTRATIVE EXPENSES	
Salaries	\$267.82
Postage/Advertising	2.23
Internal Services	217.39
Administrative/Engineering Contract	89.67
Subtotal Administrative Expenses	\$577.12
SUBTOTAL ZONE COST	\$5,197.12
Fund Balance (Reduction)/Reserve	(797.12)
TOTAL BALANCE TO LEVY	\$4,400.00
Number of Assessable Units	8
Assessment Rate per Unit	\$550.00
Estimated Beginning Fund Balance July 1, 2024	\$12,421.67
Fund Balance Change	(797.12)
Estimated Ending Fund Balance June 30, 2025	\$11,624.56



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City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2024/25 Budget by Zone

	<u>Conte Gardens</u>
DIRECT EXPENSES	
Maintenance	\$0.00
Extra Contract Costs	1,000.00
Water/Sewer	2,900.00
Electricity Costs	240.00
Other Supplies	500.00
Subtotal Direct Expenses	<u>\$4,640.00</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$368.25
Postage/Advertising	3.06
Internal Services	298.91
Administrative/Engineering Contract	123.30
Subtotal Administrative Expenses	<u>\$793.53</u>
SUBTOTAL ZONE COST	\$5,433.53
Fund Balance (Reduction)/Reserve	(1,418.53)
TOTAL BALANCE TO LEVY	<u>\$4,015.00</u>
Number of Assessable Units	11
Assessment Rate per Unit	\$365.00
Estimated Beginning Fund Balance July 1, 2024	\$13,678.27
Fund Balance Change	<u>(1,418.53)</u>
Estimated Ending Fund Balance June 30, 2025	\$12,259.74



City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2024/25 Budget by Zone

	<u>Diana Estates</u>
DIRECT EXPENSES	
Maintenance	\$3,600.00
Extra Contract Costs	500.00
Water/Sewer	900.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	<u>\$5,000.00</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$2,142.57
Postage/Advertising	17.83
Internal Services	1,739.13
Administrative/Engineering Contract	717.39
Subtotal Administrative Expenses	<u>\$4,616.92</u>
SUBTOTAL ZONE COST	\$9,616.92
Fund Balance (Reduction)/Reserve	(695.96)
TOTAL BALANCE TO LEVY	<u>\$8,920.96</u>
Number of Assessable Units	64
Assessment Rate per Unit	\$139.39
Estimated Beginning Fund Balance July 1, 2024	\$6,881.36
Fund Balance Change	<u>(695.96)</u>
Estimated Ending Fund Balance June 30, 2025	\$6,185.40



City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2024/25 Budget by Zone

	Fox Hollow
DIRECT EXPENSES	
Maintenance	\$3,744.00
Extra Contract Costs	1,000.00
Water/Sewer	4,400.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$9,144.00
ADMINISTRATIVE EXPENSES	
Salaries	\$2,510.83
Postage/Advertising	20.89
Internal Services	2,038.04
Administrative/Engineering Contract	840.69
Subtotal Administrative Expenses	\$5,410.46
SUBTOTAL ZONE COST	\$14,554.46
Fund Balance (Reduction)/Reserve	(1,539.71)
TOTAL BALANCE TO LEVY	\$13,014.75
Number of Assessable Units	75
Assessment Rate per Unit	\$173.53
Estimated Beginning Fund Balance July 1, 2024	\$15,690.20
Fund Balance Change	(1,539.71)
Estimated Ending Fund Balance June 30, 2025	\$14,150.49



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City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2024/25 Budget by Zone

	<u>Hamilton Square</u>
DIRECT EXPENSES	
Maintenance	\$9,474.73
Extra Contract Costs	0.00
Water/Sewer	4,650.00
Electricity Costs	247.50
Other Supplies	1,000.00
Subtotal Direct Expenses	<u>\$15,372.23</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$1,272.15
Postage/Advertising	10.58
Internal Services	1,032.61
Administrative/Engineering Contract	425.95
Subtotal Administrative Expenses	<u>\$2,741.30</u>
SUBTOTAL ZONE COST	\$18,113.53
Fund Balance (Reduction)/Reserve	(1,963.53)
TOTAL BALANCE TO LEVY	<u>\$16,150.00</u>
Number of Assessable Units	38
Assessment Rate per Unit	\$425.00
Estimated Beginning Fund Balance July 1, 2024	\$9,595.56
Fund Balance Change	<u>(1,963.53)</u>
Estimated Ending Fund Balance June 30, 2025	\$7,632.03



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City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2024/25 Budget by Zone

	Jackson Meadows #6
DIRECT EXPENSES	
Maintenance	\$1,052.75
Extra Contract Costs	1,350.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$2,402.75
ADMINISTRATIVE EXPENSES	
Salaries	\$2,343.44
Postage/Advertising	19.50
Internal Services	1,902.17
Administrative/Engineering Contract	784.65
Subtotal Administrative Expenses	\$5,049.76
SUBTOTAL ZONE COST	\$7,452.51
Fund Balance (Reduction)/Reserve	107.49
TOTAL BALANCE TO LEVY	\$7,560.00
Number of Assessable Units	70
Assessment Rate per Unit	\$108.00
Estimated Beginning Fund Balance July 1, 2024	\$2,165.54
Fund Balance Change	107.49
Estimated Ending Fund Balance June 30, 2025	\$2,273.04



City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2024/25 Budget by Zone

	Jackson Meadows #7
DIRECT EXPENSES	
Maintenance	\$1,092.00
Extra Contract Costs	0.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$1,092.00
ADMINISTRATIVE EXPENSES	
Salaries	\$334.78
Postage/Advertising	2.79
Internal Services	271.74
Administrative/Engineering Contract	112.09
Subtotal Administrative Expenses	\$721.39
SUBTOTAL ZONE COST	\$1,813.39
Fund Balance (Reduction)/Reserve	(813.39)
TOTAL BALANCE TO LEVY	\$1,000.00
Number of Assessable Units	10
Assessment Rate per Unit	\$100.00
Estimated Beginning Fund Balance July 1, 2024	\$4,852.41
Fund Balance Change	(813.39)
Estimated Ending Fund Balance June 30, 2025	\$4,039.01



City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2024/25 Budget by Zone

	<u>La Grande Estates</u>
DIRECT EXPENSES	
Maintenance	\$0.00
Extra Contract Costs	0.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	<u>\$0.00</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$1,071.29
Postage/Advertising	8.91
Internal Services	869.57
Administrative/Engineering Contract	358.70
Subtotal Administrative Expenses	<u>\$2,308.46</u>
SUBTOTAL ZONE COST	\$2,308.46
Fund Balance (Reduction)/Reserve	507.54
TOTAL BALANCE TO LEVY	<u>\$2,816.00</u>
Number of Assessable Units	32
Assessment Rate per Unit	\$88.00
Estimated Beginning Fund Balance July 1, 2024	(\$7,198.75)
Fund Balance Change	507.54
Estimated Ending Fund Balance June 30, 2025	<u>(\$6,691.21)</u>



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City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2024/25 Budget by Zone

	<u>Lacrosse/Gera</u>
DIRECT EXPENSES	
Maintenance	\$1,092.00
Extra Contract Costs	0.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	<u>\$1,092.00</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$401.73
Postage/Advertising	3.34
Internal Services	326.09
Administrative/Engineering Contract	134.51
Subtotal Administrative Expenses	<u>\$865.67</u>
SUBTOTAL ZONE COST	\$1,957.67
Fund Balance (Reduction)/Reserve	(757.67)
TOTAL BALANCE TO LEVY	<u>\$1,200.00</u>
Number of Assessable Units	24
Assessment Rate per Unit	\$50.00
Estimated Beginning Fund Balance July 1, 2024	\$2,119.18
Fund Balance Change	<u>(757.67)</u>
Estimated Ending Fund Balance June 30, 2025	\$1,361.51



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City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2024/25 Budget by Zone

	<u>Llagas Creek</u>
DIRECT EXPENSES	
Maintenance	\$4,752.00
Extra Contract Costs	1,000.00
Water/Sewer	4,400.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	<u>\$10,152.00</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$2,376.92
Postage/Advertising	19.78
Internal Services	1,929.35
Administrative/Engineering Contract	795.86
Subtotal Administrative Expenses	<u>\$5,121.90</u>
SUBTOTAL ZONE COST	\$15,273.90
Fund Balance (Reduction)/Reserve	1,316.67
TOTAL BALANCE TO LEVY	<u>\$16,590.57</u>
Number of Assessable Units	71
Assessment Rate per Unit	\$233.67
Estimated Beginning Fund Balance July 1, 2024	\$11,611.11
Fund Balance Change	<u>1,316.67</u>
Estimated Ending Fund Balance June 30, 2025	<u>\$12,927.78</u>



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City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2024/25 Budget by Zone

	<u>Llagas/Obata</u>
DIRECT EXPENSES	
Maintenance	\$1,752.00
Extra Contract Costs	0.00
Water/Sewer	250.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$2,002.00
ADMINISTRATIVE EXPENSES	
Salaries	\$167.39
Postage/Advertising	1.39
Internal Services	135.87
Administrative/Engineering Contract	56.05
Subtotal Administrative Expenses	\$360.70
SUBTOTAL ZONE COST	\$2,362.70
Fund Balance (Reduction)/Reserve	(112.70)
TOTAL BALANCE TO LEVY	\$2,250.00
Number of Assessable Units	5
Assessment Rate per Unit	\$450.00
Estimated Beginning Fund Balance July 1, 2024	\$1,267.88
Fund Balance Change	(112.70)
Estimated Ending Fund Balance June 30, 2025	\$1,155.18



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City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2024/25 Budget by Zone

	<u>Mill Creek</u>
DIRECT EXPENSES	
Maintenance	\$10,527.48
Extra Contract Costs	500.00
Water/Sewer	4,250.00
Electricity Costs	252.00
Other Supplies	1,500.00
Subtotal Direct Expenses	<u>\$17,029.48</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$2,812.13
Postage/Advertising	23.40
Internal Services	2,282.61
Administrative/Engineering Contract	941.58
Subtotal Administrative Expenses	<u>\$6,059.71</u>
SUBTOTAL ZONE COST	\$23,089.19
Fund Balance (Reduction)/Reserve	850.81
TOTAL BALANCE TO LEVY	<u>\$23,940.00</u>
Number of Assessable Units	84
Assessment Rate per Unit	\$285.00
Estimated Beginning Fund Balance July 1, 2024	\$17,609.50
Fund Balance Change	850.81
Estimated Ending Fund Balance June 30, 2025	<u>\$18,460.31</u>



City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2024/25 Budget by Zone

	<u>Oak Creek I, II, III</u>
DIRECT EXPENSES	
Maintenance	\$21,843.97
Extra Contract Costs	4,000.00
Water/Sewer	12,000.00
Electricity Costs	3,700.00
Other Supplies	1,500.00
Subtotal Direct Expenses	<u>\$43,043.97</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$3,983.85
Postage/Advertising	33.15
Internal Services	3,233.70
Administrative/Engineering Contract	1,333.90
Subtotal Administrative Expenses	<u>\$8,584.59</u>
SUBTOTAL ZONE COST	\$51,628.55
Fund Balance (Reduction)/Reserve	(1,053.55)
TOTAL BALANCE TO LEVY	<u>\$50,575.00</u>
Number of Assessable Units	119
Assessment Rate per Unit	\$425.00
Estimated Beginning Fund Balance July 1, 2024	\$36,479.39
Fund Balance Change	<u>(1,053.55)</u>
Estimated Ending Fund Balance June 30, 2025	\$35,425.83



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City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2024/25 Budget by Zone

	<u>Rose Haven</u>
DIRECT EXPENSES	
Maintenance	\$8,421.98
Extra Contract Costs	500.00
Water/Sewer	1,050.00
Electricity Costs	270.90
Other Supplies	400.00
Subtotal Direct Expenses	<u>\$10,642.88</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$903.90
Postage/Advertising	7.52
Internal Services	733.70
Administrative/Engineering Contract	302.65
Subtotal Administrative Expenses	<u>\$1,947.76</u>
SUBTOTAL ZONE COST	\$12,590.65
Fund Balance (Reduction)/Reserve	(1,790.65)
TOTAL BALANCE TO LEVY	<u>\$10,800.00</u>
Number of Assessable Units	27
Assessment Rate per Unit	\$400.00
Estimated Beginning Fund Balance July 1, 2024	\$16,393.43
Fund Balance Change	<u>(1,790.65)</u>
Estimated Ending Fund Balance June 30, 2025	\$14,602.78



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City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2024/25 Budget by Zone

	<u>Sandalwood</u>
DIRECT EXPENSES	
Maintenance	\$1,752.00
Extra Contract Costs	0.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	<u>\$1,752.00</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$368.25
Postage/Advertising	3.06
Internal Services	298.91
Administrative/Engineering Contract	123.30
Subtotal Administrative Expenses	<u>\$793.53</u>
SUBTOTAL ZONE COST	\$2,545.53
Fund Balance (Reduction)/Reserve	2,404.47
TOTAL BALANCE TO LEVY	<u>\$4,950.00</u>
Number of Assessable Units	11
Assessment Rate per Unit	\$450.00
Estimated Beginning Fund Balance July 1, 2024	\$15,959.07
Fund Balance Change	<u>2,404.47</u>
Estimated Ending Fund Balance June 30, 2025	\$18,363.54



City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2024/25 Budget by Zone

	<u>Sparhawk</u>
DIRECT EXPENSES	
Maintenance	\$2,244.00
Extra Contract Costs	250.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	<u>\$2,494.00</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$602.60
Postage/Advertising	5.01
Internal Services	489.13
Administrative/Engineering Contract	201.77
Subtotal Administrative Expenses	<u>\$1,298.51</u>
SUBTOTAL ZONE COST	\$3,792.51
Fund Balance (Reduction)/Reserve	2,593.17
TOTAL BALANCE TO LEVY	<u>\$6,385.68</u>
Number of Assessable Units	18
Assessment Rate per Unit	\$354.76
Estimated Beginning Fund Balance July 1, 2024	\$1,724.16
Fund Balance Change	<u>2,593.17</u>
Estimated Ending Fund Balance June 30, 2025	\$4,317.33



City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2024/25 Budget by Zone

	<u>Stone Creek</u>
DIRECT EXPENSES	
Maintenance	\$6,000.00
Extra Contract Costs	1,500.00
Water/Sewer	3,500.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	<u>\$11,000.00</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$1,171.72
Postage/Advertising	9.75
Internal Services	951.09
Administrative/Engineering Contract	392.32
Subtotal Administrative Expenses	<u>\$2,524.88</u>
SUBTOTAL ZONE COST	\$13,524.88
Fund Balance (Reduction)/Reserve	71.22
TOTAL BALANCE TO LEVY	<u>\$13,596.10</u>
Number of Assessable Units	35
Assessment Rate per Unit	\$388.46
Estimated Beginning Fund Balance July 1, 2024	\$7,322.65
Fund Balance Change	<u>71.22</u>
Estimated Ending Fund Balance June 30, 2025	\$7,393.87



City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2024/25 Budget by Zone

	<u>Sunnyside / Stone Gate</u>
DIRECT EXPENSES	
Maintenance	\$2,105.50
Extra Contract Costs	400.00
Water/Sewer	500.00
Electricity Costs	0.00
Other Supplies	400.00
Subtotal Direct Expenses	<u>\$3,405.50</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$334.78
Postage/Advertising	2.79
Internal Services	271.74
Administrative/Engineering Contract	112.09
Subtotal Administrative Expenses	<u>\$721.39</u>
SUBTOTAL ZONE COST	\$4,126.89
Fund Balance (Reduction)/Reserve	(376.89)
TOTAL BALANCE TO LEVY	<u>\$3,750.00</u>
Number of Assessable Units	10
Assessment Rate per Unit	\$375.00
Estimated Beginning Fund Balance July 1, 2024	\$15,992.86
Fund Balance Change	<u>(376.89)</u>
Estimated Ending Fund Balance June 30, 2025	\$15,615.97



City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2024/25 Budget by Zone

	<u>Total of all Zones</u>
DIRECT EXPENSES	
Maintenance	\$88,574.40
Extra Contract Costs	13,500.00
Water/Sewer	43,000.00
Electricity Costs	4,710.40
Other Supplies	5,800.00
Subtotal Direct Expenses	\$155,584.80
ADMINISTRATIVE EXPENSES	
Salaries	\$24,639.60
Postage/Advertising	205.00
Internal Services	20,000.00
Administrative/Engineering Contract	8,250.00
Subtotal Administrative Expenses	\$53,094.60
SUBTOTAL ZONE COST	\$208,679.40
Fund Balance (Reduction)/Reserve	(5,605.34)
TOTAL BALANCE TO LEVY	\$203,074.06
Number of Assessable Units	748
Assessment Rate per Unit	N/A
Estimated Beginning Fund Balance July 1, 2024	\$197,446.75
Fund Balance Change	(5,605.34)
Estimated Ending Fund Balance June 30, 2025	\$191,841.41



4. ASSESSMENTS

The amount of the actual assessment for the Fiscal Year 2024/25 apportioned to each parcel, as shown on the latest equalized roll at the County Assessor's office, is listed in Section 6 of this Report. The description of each lot or parcel is part of the records of the County Assessor and such records are, by reference, made part of this Report.

4.1 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.

4.2 Belle Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$502.22 per unit. There is currently no inflator associated with the Belle Estates Zone assessments.

There are currently 36 parcels within this Zone, and the total Zone costs are spread to each of the 36 units as follows:

Estimated Fiscal Year 2024/25 Costs and Fund Adjustment	\$11,160.00
Total Units	36
Fiscal Year 2024/25 Actual Assessment Per Unit	\$310.00
Fiscal Year 2024/25 Maximum Assessment Per Unit	\$502.22

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2023/24 Actual Assessment Per Unit	\$310.00
Fiscal Year 2024/25 Actual Assessment Per Unit	\$310.00
Change in the Actual Assessment Rate	\$0.00

4.3 Chang/Bertelone Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$1,215.00 per unit. There is currently no inflator associated with the Chang/Bertelone Zone assessments.

There are currently 8 parcels within this Zone, and the total Zone costs are spread to each of the 8 units as follows:

Estimated Fiscal Year 2024/25 Costs and Fund Adjustment	\$4,400.00
Total Units	8
Fiscal Year 2024/25 Actual Assessment Per Unit	\$550.00
Fiscal Year 2024/25 Maximum Assessment Per Unit	\$1,215.00

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2023/24 Actual Assessment Per Unit	\$550.00
Fiscal Year 2024/25 Actual Assessment Per Unit	\$550.00
Change in the Actual Assessment Rate	\$0.00

4.4 Conte Gardens Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$477.82 per unit. There is currently no inflator associated with the Conte Gardens Zone assessments.

There are currently 11 parcels within this Zone, and the total Zone costs are spread to each of the 11 units as follows:

Estimated Fiscal Year 2024/25 Costs and Fund Adjustment	\$4,015.00
Total Units	11
Fiscal Year 2024/25 Actual Assessment Per Unit	\$365.00
Fiscal Year 2024/25 Maximum Assessment Per Unit	\$477.82

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2023/24 Actual Assessment Per Unit	\$365.00
Fiscal Year 2024/25 Actual Assessment Per Unit	\$365.00

Change in the Actual Assessment Rate	\$0.00
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4.5 Diana Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$139.39 per unit. There is currently no inflator associated with the Diana Estates Zone assessments.

There are currently 64 parcels within this Zone, and the total Zone costs are spread to each of the 64 units as follows:

Estimated Fiscal Year 2024/25 Costs and Fund Adjustment	\$8,920.96
Total Units	64
Fiscal Year 2024/25 Actual Assessment Per Unit ⁽¹⁾	\$139.39
Fiscal Year 2024/25 Maximum Assessment Per Unit	\$139.39

(1) May be rounded down to even cents per parcel for County Tax Roll purposes.

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2023/24 Actual Assessment Per Unit	\$139.39
Fiscal Year 2024/25 Actual Assessment Per Unit	\$139.39
Change in the Actual Assessment Rate	\$0.00

4.6 Fox Hollow/Murphy Springs Zone

The assessment rate originally approved at the time of District formation was \$106.15 per unit. In July 2005, the City conducted Proposition 218 proceedings to increase the maximum assessment rate to \$141.10 per unit and add an annual inflator of 3% for the Zone. Property owners approved the rate increase and the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The rate increase took effect in Fiscal Year 2005/06 and the 3% inflator took effect in Fiscal Year 2006/07.

There are currently 75 parcels within this Zone, and the total Zone costs are spread to each of the 75 units as follows:

Estimated Fiscal Year 2024/25 Costs and Fund Adjustment	\$13,014.75
Total Units	75
Fiscal Year 2024/25 Actual Assessment Per Unit ⁽¹⁾	\$173.53
Fiscal Year 2024/25 Maximum Assessment Per Unit	\$247.41

(1) May be rounded down to even cents per parcel for County Tax Roll purposes.

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2023/24 Actual Assessment Per Unit	\$173.53
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Fiscal Year 2024/25 Actual Assessment Per Unit	\$173.53
Change in the Actual Assessment Rate	\$0.00

4.7 Hamilton Square Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$425.54 per unit. There is currently no inflator associated with the Hamilton Square Zone assessments.

There are currently 38 parcels within this Zone, and the total Zone costs are spread to each of the 38 units as follows:

Estimated Fiscal Year 2024/25 Costs and Fund Adjustment	\$16,150.00
Total Units	38
Fiscal Year 2024/25 Actual Assessment Per Unit	\$425.00
Fiscal Year 2024/25 Maximum Assessment Per Unit	\$425.54

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2023/24 Actual Assessment Per Unit	\$425.00
Fiscal Year 2024/25 Actual Assessment Per Unit	\$425.00
Change in the Actual Assessment Rate	\$0.00

4.8 Jackson Meadows 6A/6B Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$108.10 per unit. There is currently no inflator associated with the Jackson Meadows 6A/6B Zone assessments.

There are currently 70 parcels within this Zone, and the total Zone costs are spread to each of the 70 units as follows:

Estimated Fiscal Year 2024/25 Costs and Fund Adjustment	\$7,560.00
Total Units	70
Fiscal Year 2024/25 Actual Assessment Per Unit	\$108.00
Fiscal Year 2024/25 Maximum Assessment Per Unit	\$108.10

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2023/24 Actual Assessment Per Unit	\$108.00
Fiscal Year 2024/25 Actual Assessment Per Unit	\$108.00
Change in the Actual Assessment Rate	\$0.00

4.9 Jackson Meadows Number 7 Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$314.58 per unit. There is currently no inflator associated with the Jackson Meadows Number 7 Zone assessments.

There are currently 10 parcels within this Zone, and the total Zone costs are spread to each of the 10 units as follows:

Estimated Fiscal Year 2024/25 Costs and Fund Adjustment	\$1,000.00
Total Units	10
Fiscal Year 2024/25 Actual Assessment Per Unit	\$100.00
Fiscal Year 2024/25 Maximum Assessment Per Unit	\$314.58

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2023/24 Actual Assessment Per Unit	\$100.00
Fiscal Year 2024/25 Actual Assessment Per Unit	\$100.00
Change in the Actual Assessment Rate	\$0.00

4.10 La Grande Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$88.00 per unit. There is currently no inflator associated with the La Grande Estates Zone assessments.

There are currently 32 parcels within this Zone, and the total Zone costs are spread to each of the 32 units as follows:

Estimated Fiscal Year 2024/25 Costs and Fund Adjustment	\$2,816.00
Total Units	32
Fiscal Year 2024/25 Actual Assessment Per Unit	\$88.00
Fiscal Year 2024/25 Maximum Assessment Per Unit	\$88.00

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2023/24 Actual Assessment Per Unit	\$88.00
Fiscal Year 2024/25 Actual Assessment Per Unit	\$88.00
Change in the Actual Assessment Rate	\$0.00

4.11 Lacrosse/Gera Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$142.99 per unit. There is currently no inflator associated with the Lacrosse/Gera Zone assessments.

There are currently 24 parcels within this Zone, and the total Zone costs are spread to each of the 24 units as follows:

Estimated Fiscal Year 2024/25 Costs and Fund Adjustment	\$1,200.00
Total Units	24
Fiscal Year 2024/25 Actual Assessment Per Unit	\$50.00
Fiscal Year 2024/25 Maximum Assessment Per Unit	\$142.99

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2022/23 Actual Assessment Per Unit	\$50.00
Fiscal Year 2024/25 Actual Assessment Per Unit	\$50.00
Change in the Actual Assessment Rate	\$0.00

4.12 Llagas Creek Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$140.84 per unit. In July 2005, the City conducted Proposition 218 proceedings to increase the maximum assessment rate to \$190.00 per unit and add an annual inflator of 3% for the Zone. Property owners approved the rate increase and the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The rate increase took effect in Fiscal Year 2005/06 and the 3% inflator took effect in Fiscal Year 2006/07.

There are currently 71 parcels within this Zone, and the total Zone costs are spread to each of the 71 units as follows:

Estimated Fiscal Year 2024/25 Costs and Fund Adjustment	\$16,590.57
Total Units	71
Fiscal Year 2024/25 Actual Assessment Per Unit ⁽¹⁾	\$233.67
Fiscal Year 2024/25 Maximum Assessment Per Unit	\$333.16

(1) May be rounded down to even cents per parcel for County Tax Roll purposes.

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2023/24 Actual Assessment Per Unit	\$233.67
Fiscal Year 2024/25 Actual Assessment Per Unit	\$233.67
Change in the Actual Assessment Rate	\$0.00

4.13 Llagas/Obata Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$629.16 per unit. There is currently no inflator associated with the Llagas/Obata Zone assessments.

There are currently 5 parcels within this Zone, and the total Zone costs are spread to each of the 5 units as follows:

Estimated Fiscal Year 2024/25 Costs and Fund Adjustment	\$2,250.00
Total Units	5
Fiscal Year 2024/25 Actual Assessment Per Unit	\$450.00
Fiscal Year 2024/25 Maximum Assessment Per Unit	\$629.16

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2023/24 Actual Assessment Per Unit	\$450.00
Fiscal Year 2024/25 Actual Assessment Per Unit	\$450.00
Change in the Actual Assessment Rate	\$0.00

4.14 Mill Creek Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$186.82 per unit. In February 2020, the City conducted Proposition 218 proceedings to increase the maximum assessment rate to \$285.00 and add an annual inflator of 3% for the Zone. Property owners approved the assessment rate increase to \$285.00 per unit and the inflator. The rate increase took effect in Fiscal Year 2020/21 and the 3% inflator takes effect in Fiscal Year 2021/22.

There are currently 84 parcels within this Zone, and the total Zone costs are spread to each of the 84 units as follows:

Estimated Fiscal Year 2024/25 Costs and Fund Adjustment	\$23,940.00
Total Units	84
Fiscal Year 2024/25 Actual Assessment Per Unit	\$285.00
Fiscal Year 2024/25 Maximum Assessment Per Unit ⁽¹⁾	\$320.77

(1) Assessment Rate increase approved by property owners in February 2020.

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2023/24 Actual Assessment Per Unit	\$285.00
Fiscal Year 2024/25 Actual Assessment Per Unit	\$285.00
Change in the Actual Assessment Rate	\$0.00

4.15 Oak Creek I, II, III

The assessment rate originally approved at the time of annexing this Zone into the District was \$453.82 per unit. There is currently no inflator associated with the Oak Creek I, II, III Zone assessments.

There are currently 119 parcels within this Zone, and the total Zone costs are spread to each of the 119 units as follows:

Estimated Fiscal Year 2024/25 Costs and Fund Adjustment	\$50,575.00
Total Units	119
Fiscal Year 2024/25 Actual Assessment Per Unit	\$425.00
Fiscal Year 2024/25 Maximum Assessment Per Unit	\$453.82

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2023/24 Actual Assessment Per Unit	\$425.00
Fiscal Year 2024/25 Actual Assessment Per Unit	\$425.00
Change in the Actual Assessment Rate	\$0.00

4.16 Parsons Corner Zone

In April 2019, property owners in the Parsons Corner Zone voted to detach from the District. Therefore, there is no assessment for the Parsons Corner Zone.

4.17 Rose Haven Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$488.47 per unit. There is currently no inflator associated with the Rose Haven Zone assessments.

There are currently 24 parcels with a total of 27 units within this Zone, and the total Zone costs are spread to each of the 27 units as follows:

Estimated Fiscal Year 2024/25 Costs and Fund Adjustment	\$10,800.00
Total Units	27
Fiscal Year 2024/25 Actual Assessment Per Unit	\$400.00
Fiscal Year 2024/25 Maximum Assessment Per Unit	\$488.47

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2023/24 Actual Assessment Per Unit	\$400.00
Fiscal Year 2024/25 Actual Assessment Per Unit	\$400.00
Change in the Actual Assessment Rate	\$0.00

4.18 Sandalwood Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$192.39 per unit. In April 2018, property owners approved the assessment rate increase to \$450.00 per unit. There is currently no inflator associated with the Sandalwood Zone assessments.

There are currently 11 parcels within this Zone, and the total Zone costs are spread to each of the 11 units as follows:

Estimated Fiscal Year 2024/25 Costs and Fund Adjustment	\$4,950.00
Total Units	11
Fiscal Year 2024/25 Actual Assessment Per Unit	\$450.00
Fiscal Year 2024/25 Maximum Assessment Per Unit ⁽¹⁾	\$450.00

(1) Assessment Rate increase approved by property owners in April 2018.

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2023/24 Actual Assessment Per Unit	\$450.00
Fiscal Year 2024/25 Actual Assessment Per Unit	\$450.00
Change in the Actual Assessment Rate	\$0.00

4.19 Sparhawk Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$174.77 per unit. In July 2005, the City conducted Proposition 218 proceedings to increase the maximum assessment rate to \$202.32 per unit and add an annual inflator of 3% for the Zone. Property owners approved the rate increase and the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The rate increase took effect in Fiscal Year 2005/06 and the 3% inflator took effect in Fiscal Year 2006/07.

The Sparhawk Zone is in the process of a Proposition 218 balloting proceeding. If the rate per unit increase is approved by property owners and the City Council, the Supplemental Engineer's Report, Resolutions and necessary documentation used as part of the Proposition 218 ballot procedure will supersede the existing assessment. If the proposed Sparhawk Zone increase is not approved, the existing Sparhawk Zone assessment shall remain in place as shown within this Report.

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	\$6,385.86
Total Units	18
Fiscal Year 2024/25 Actual Assessment Per Unit	\$354.76
Fiscal Year 2024/25 Maximum Assessment Per Unit	\$354.76

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2023/24 Actual Assessment Per Unit	\$334.00
Fiscal Year 2024/25 Actual Assessment Per Unit	\$354.76
Change in the Actual Assessment Rate	\$20.76

4.20 Stone Creek Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$306.66 per unit. In July 2005, the City conducted Proposition 218 proceedings to add an annual inflator of 3% for the Zone. Property owners approved the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The inflator took effect in Fiscal Year 2005/06.

There are currently 35 parcels within this Zone, and the total Zone costs are spread to each of the 35 units as follows:

Estimated Fiscal Year 2024/25 Costs and Fund Adjustment	\$13,596.10
Total Units	35
Fiscal Year 2024/25 Actual Assessment Per Unit	\$388.46
Fiscal Year 2024/25 Maximum Assessment Per Unit	\$553.86

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2023/24 Actual Assessment Per Unit	\$388.46
Fiscal Year 2024/25 Actual Assessment Per Unit	\$388.46
Change in the Actual Assessment Rate	\$0.00

4.21 Sunnyside/Stone Gate Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$449.40 per unit. In July 2005, the City conducted Proposition 218 proceedings to add an annual inflator of 3% for the Zone. Property owners approved the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The inflator took effect in Fiscal Year 2005/06.

There are currently 10 parcels within this Zone, and the total Zone costs are spread to each of the 10 units as follows:

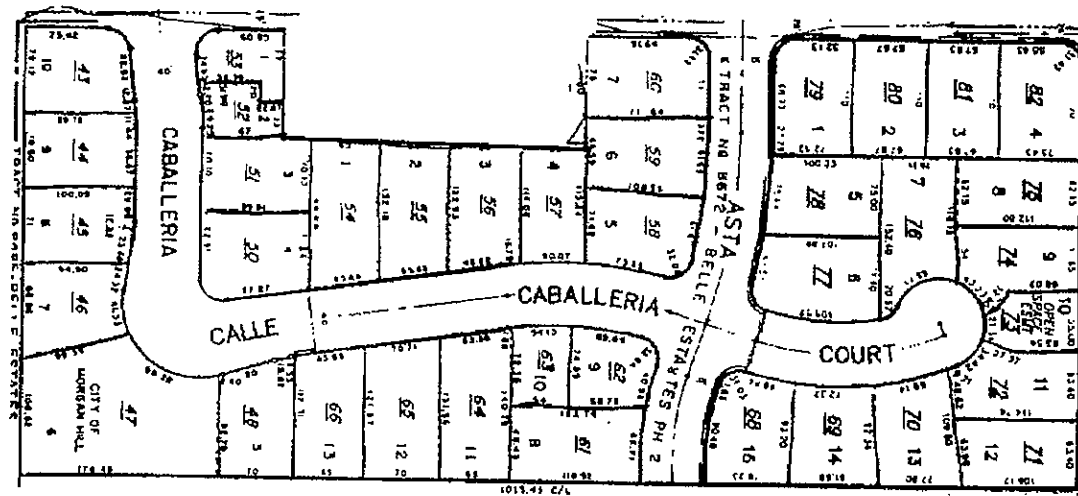
Estimated Fiscal Year 2024/25 Costs and Fund Adjustment	\$3,750.00
Total Units	10
Fiscal Year 2024/25 Actual Assessment Per Unit	\$375.00
Fiscal Year 2024/25 Maximum Assessment Per Unit	\$811.66

Any change in the assessment rate from the previous fiscal year is identified below:

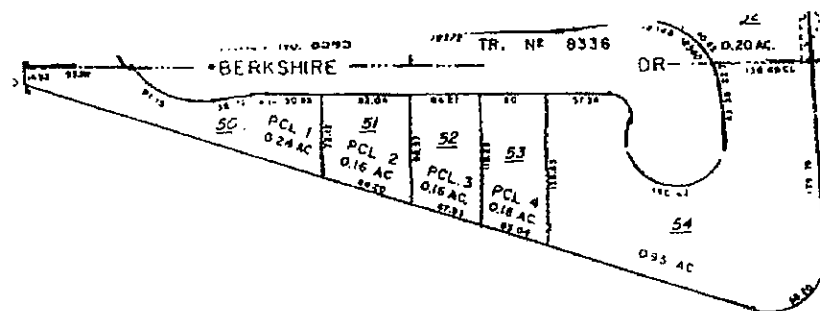
Fiscal Year 2023/24 Actual Assessment Per Unit	\$375.00
Fiscal Year 2024/25 Actual Assessment Per Unit	\$375.00
Change in the Actual Assessment Rate	\$0.00

5. ASSESSMENT DIAGRAMS

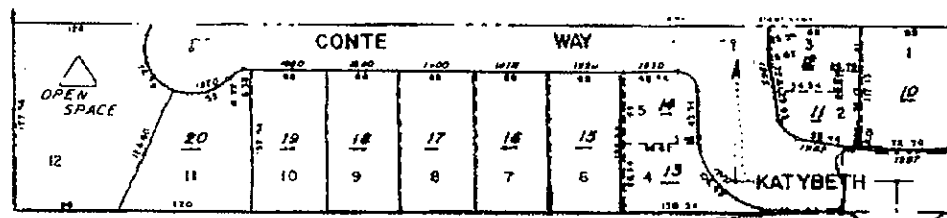
The Assessment Diagrams for each Zone in the District have been submitted to the City Clerk in the format required under the provisions of the Act. Copies of the diagrams are included herein. The lines and dimensions shown on maps of the County Assessor for the current year are, by reference, made part of this Report as well.



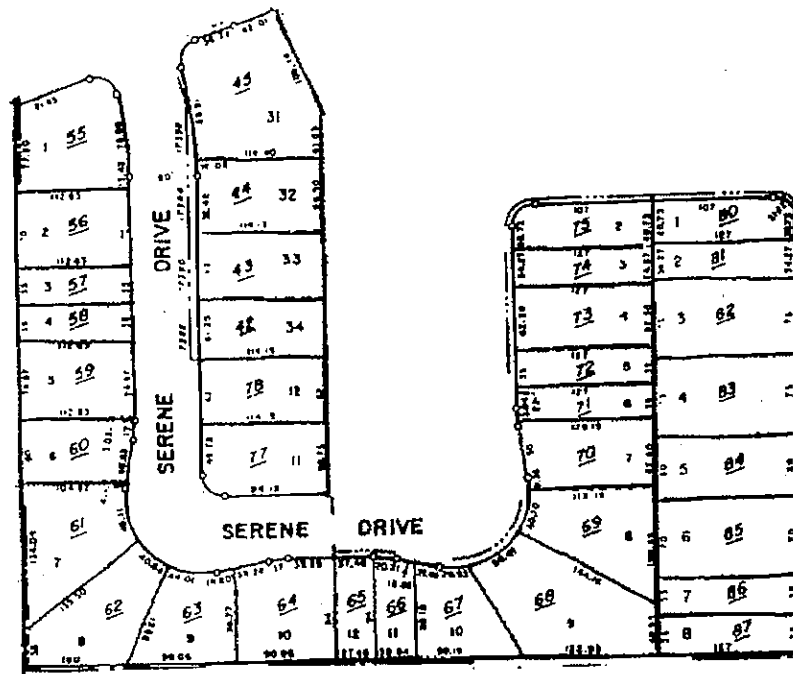
BELLE ESTATES ZONE



CHIANG/BERTELONE ZONE

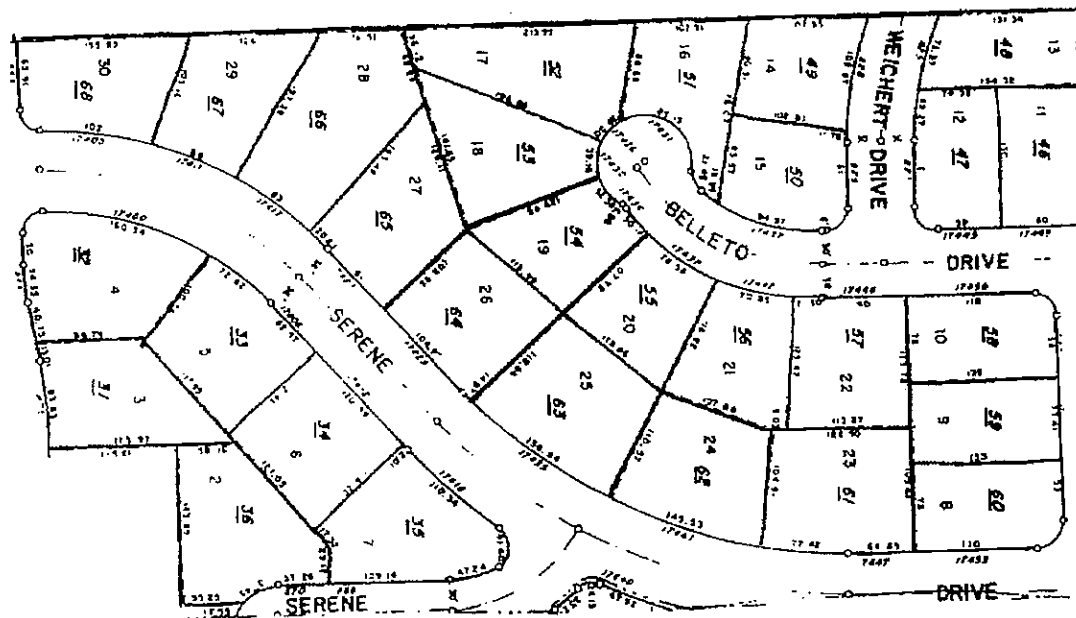


CONTE GARDENS ZONE



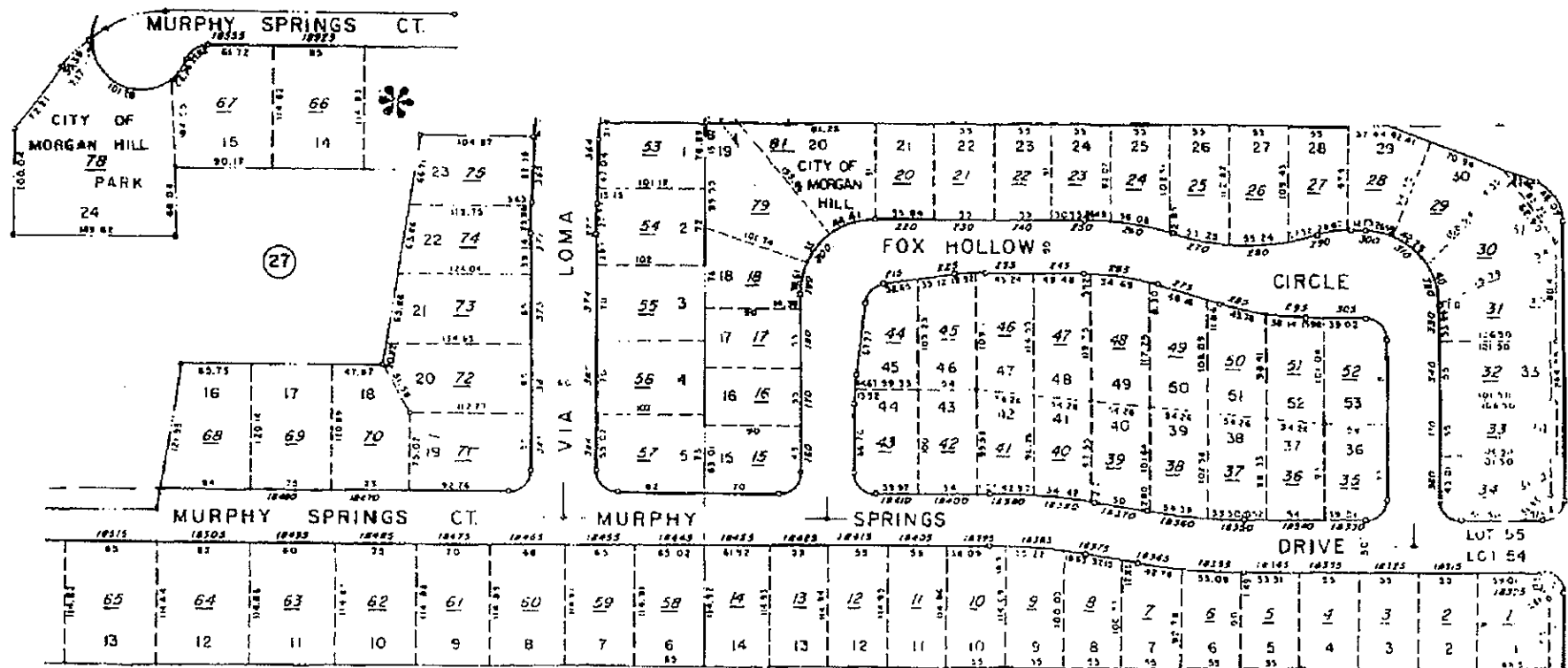
DIANA ESTATES ZONE

SHEET 1

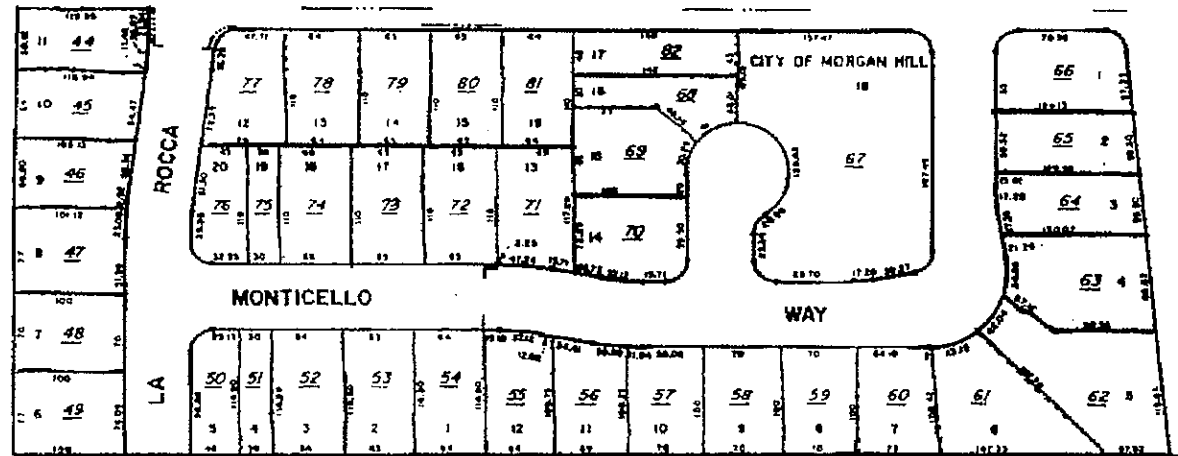


DIANA ESTATES ZONE

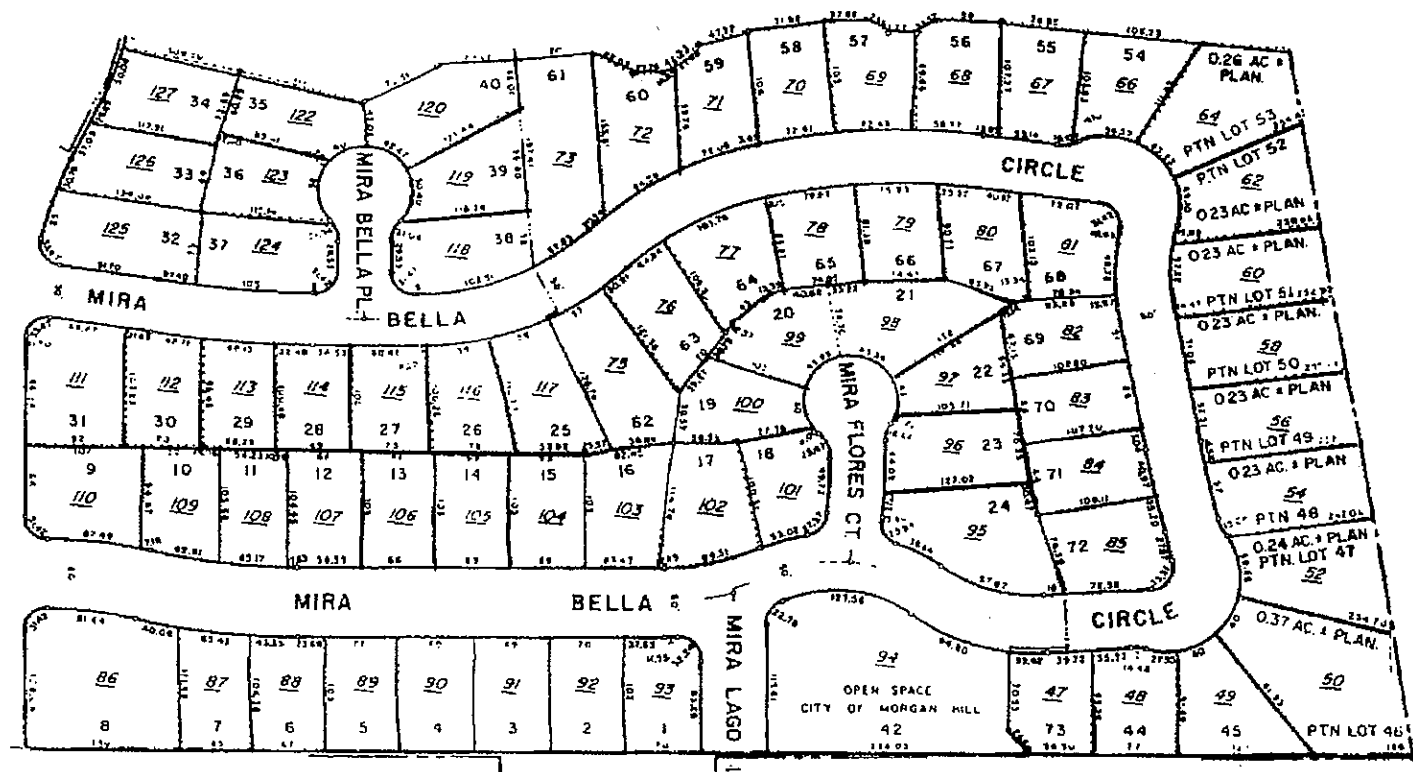
SHEET 2



FOX HOLLOW/MURPHY SPRINGS ZONE

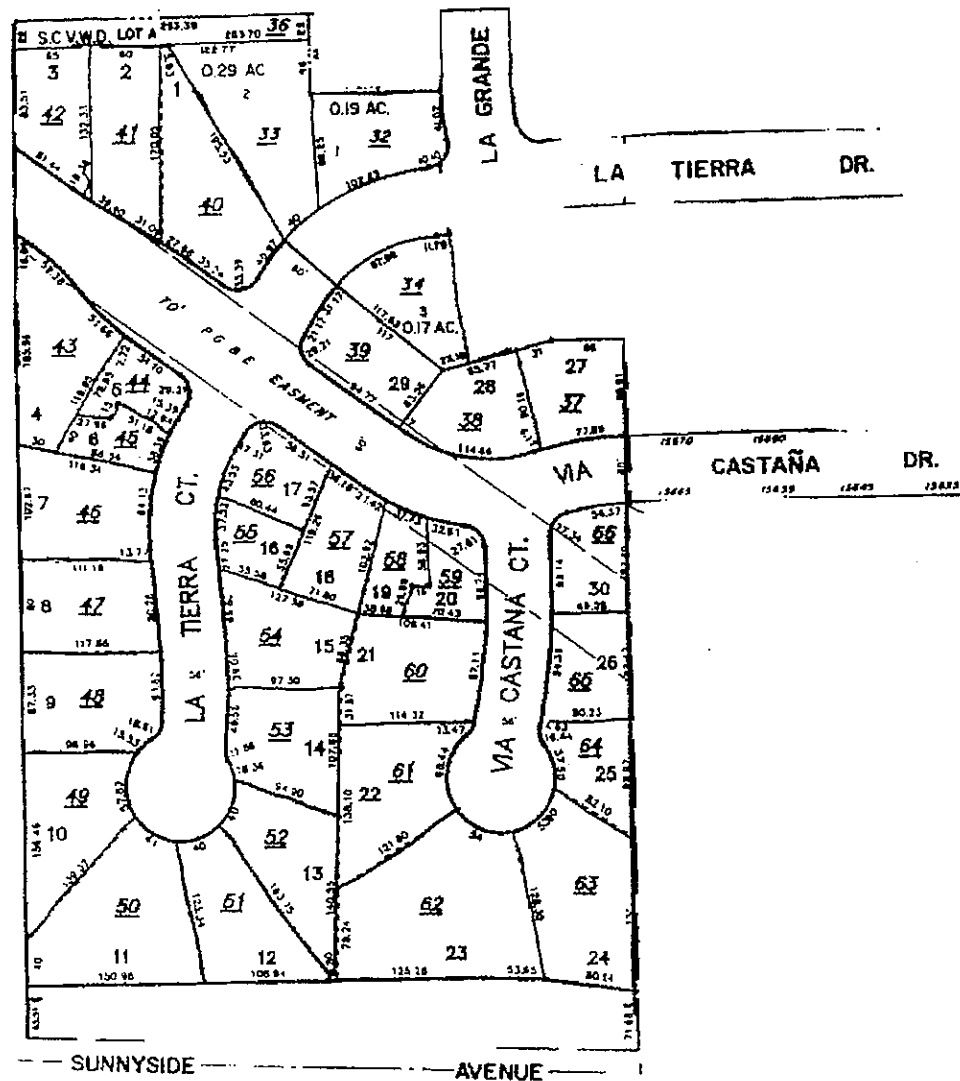


HAMILTON SQUARE ZONE

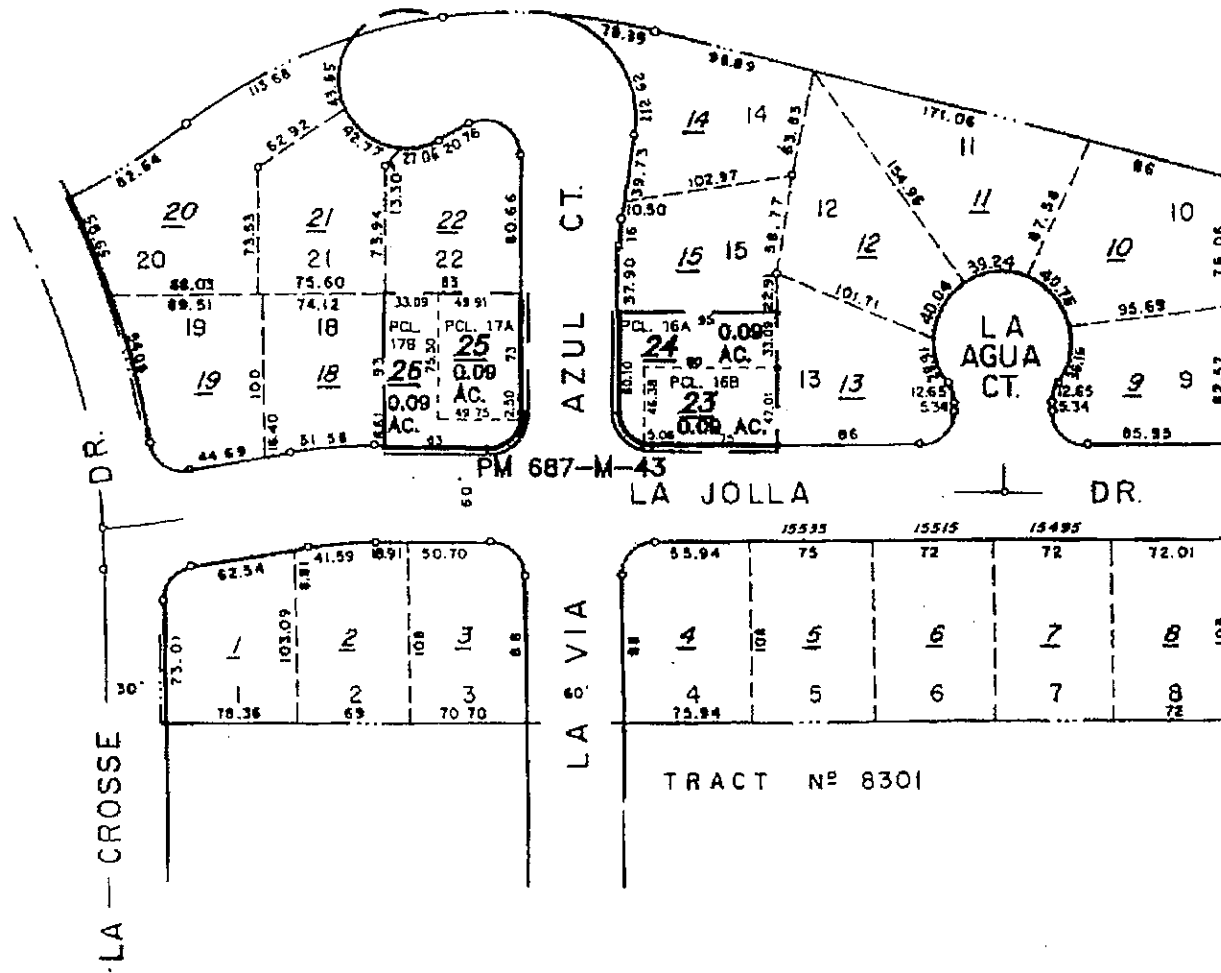


JACKSON MEADOWS #6 ZONE

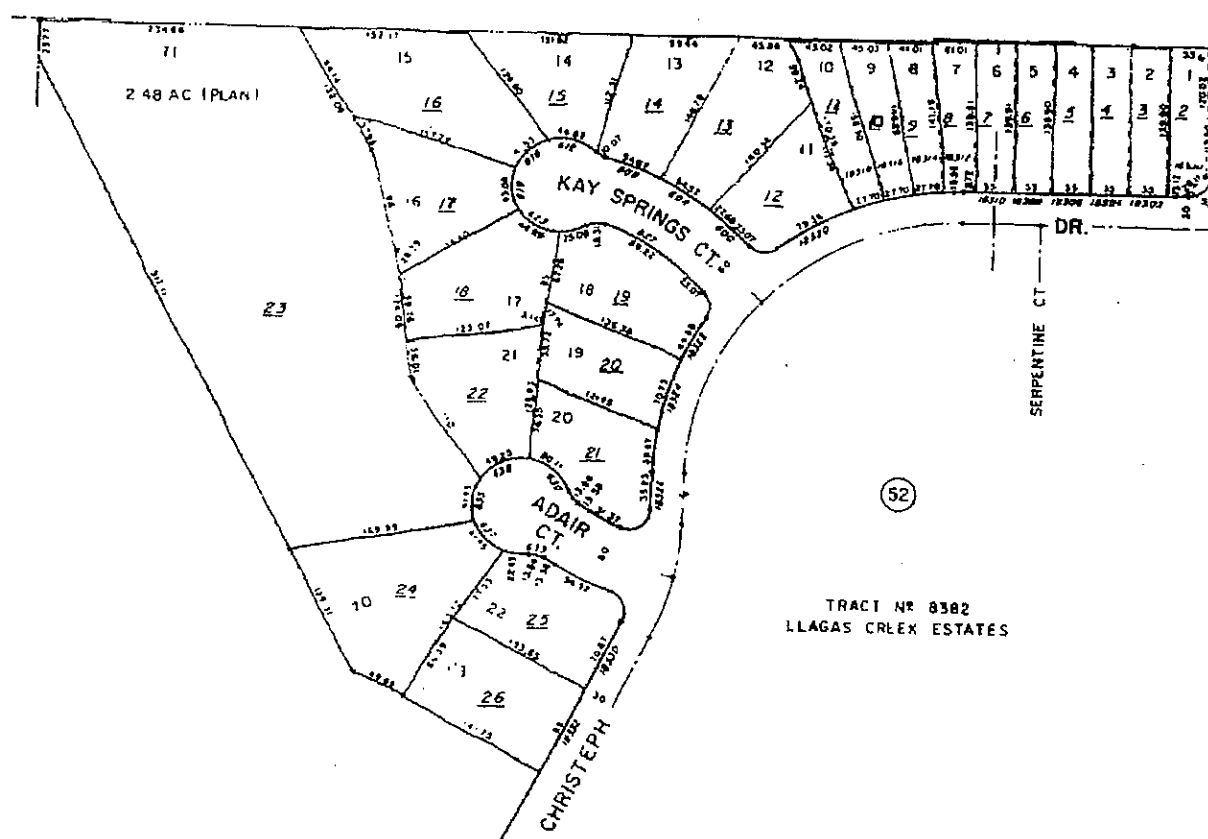




LA GRANDE ESTATES ZONE



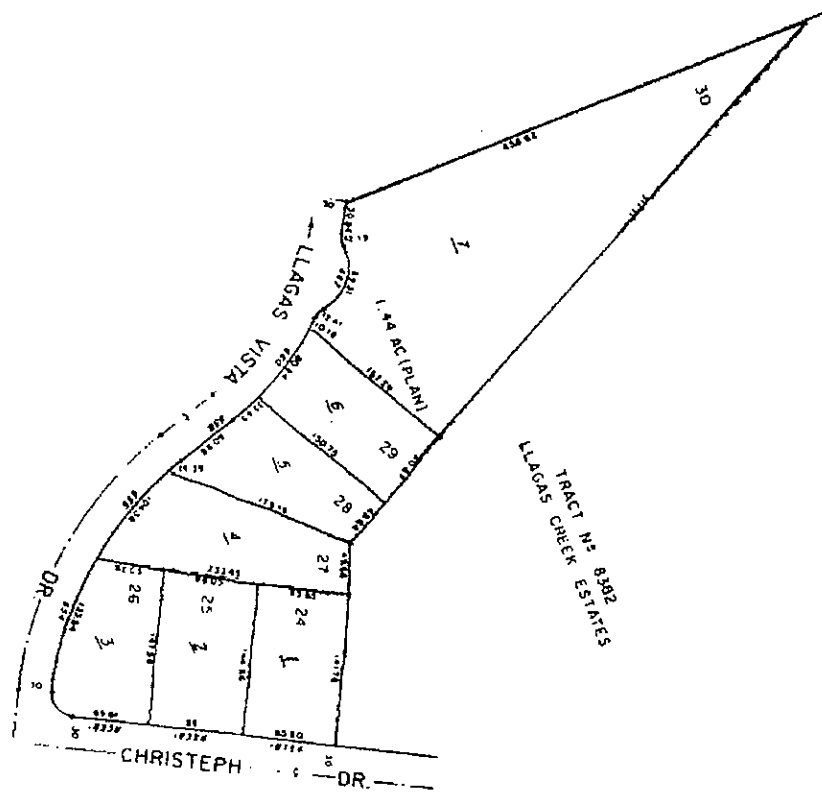
LACROSSE/GERA ZONE



TRACT NO 8382
LLAGAS CREEK ESTATES

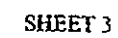
LLAGAS CREEK ESTATES ZONE

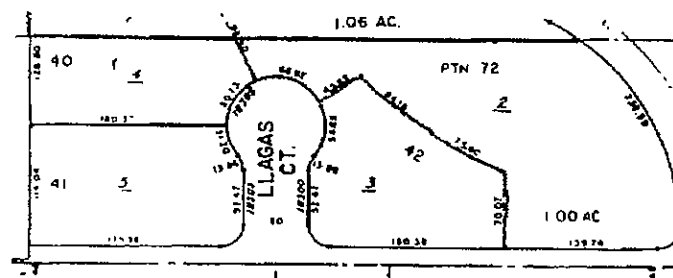
SHEET 1



LLAGAS CREEK ESTATES ZONE

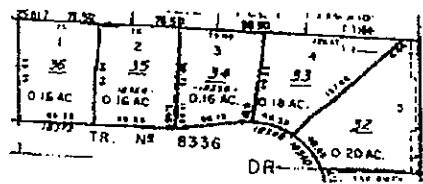
SHEET 2



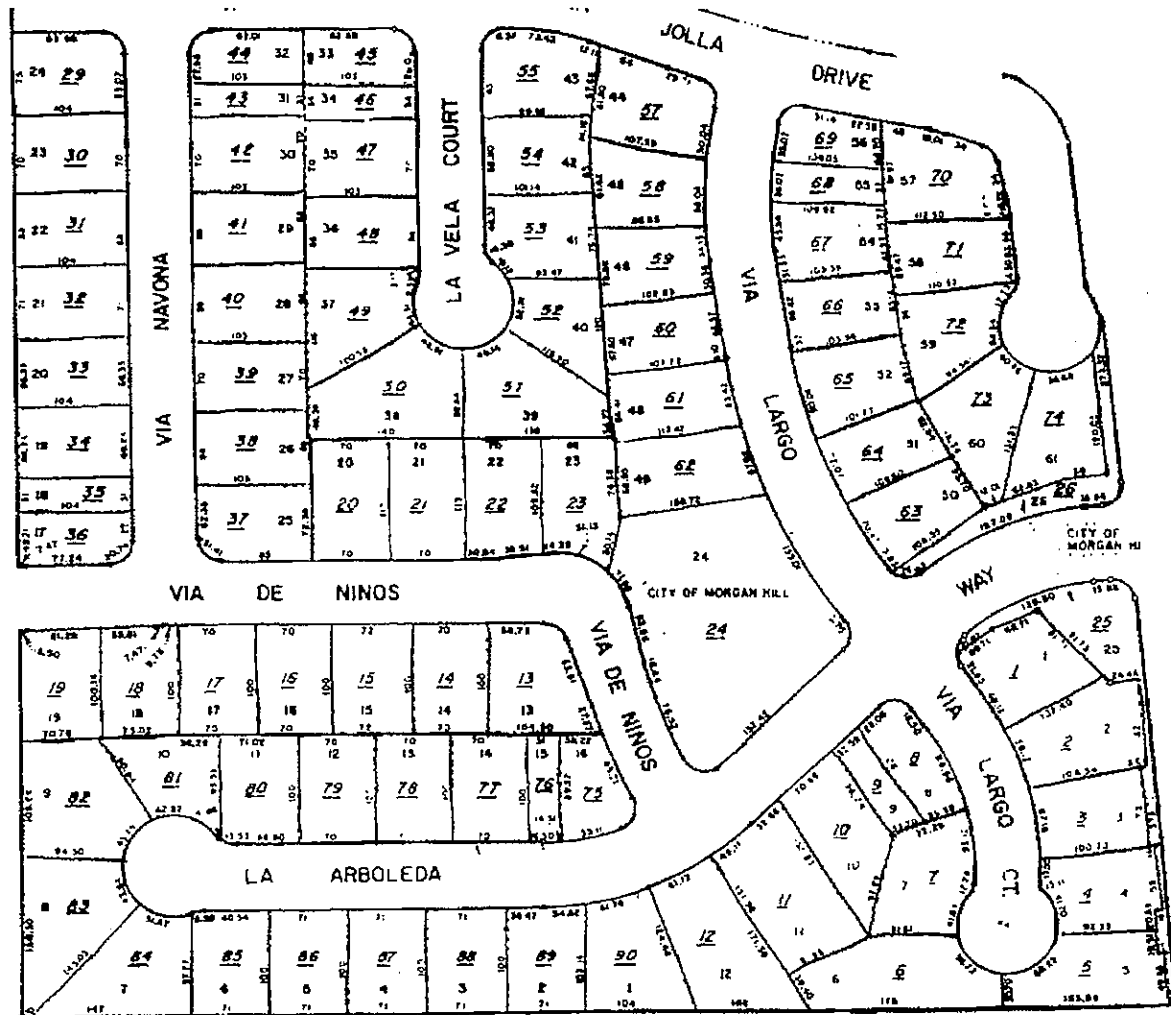


LLAGAS CREEK ESTATES ZONE

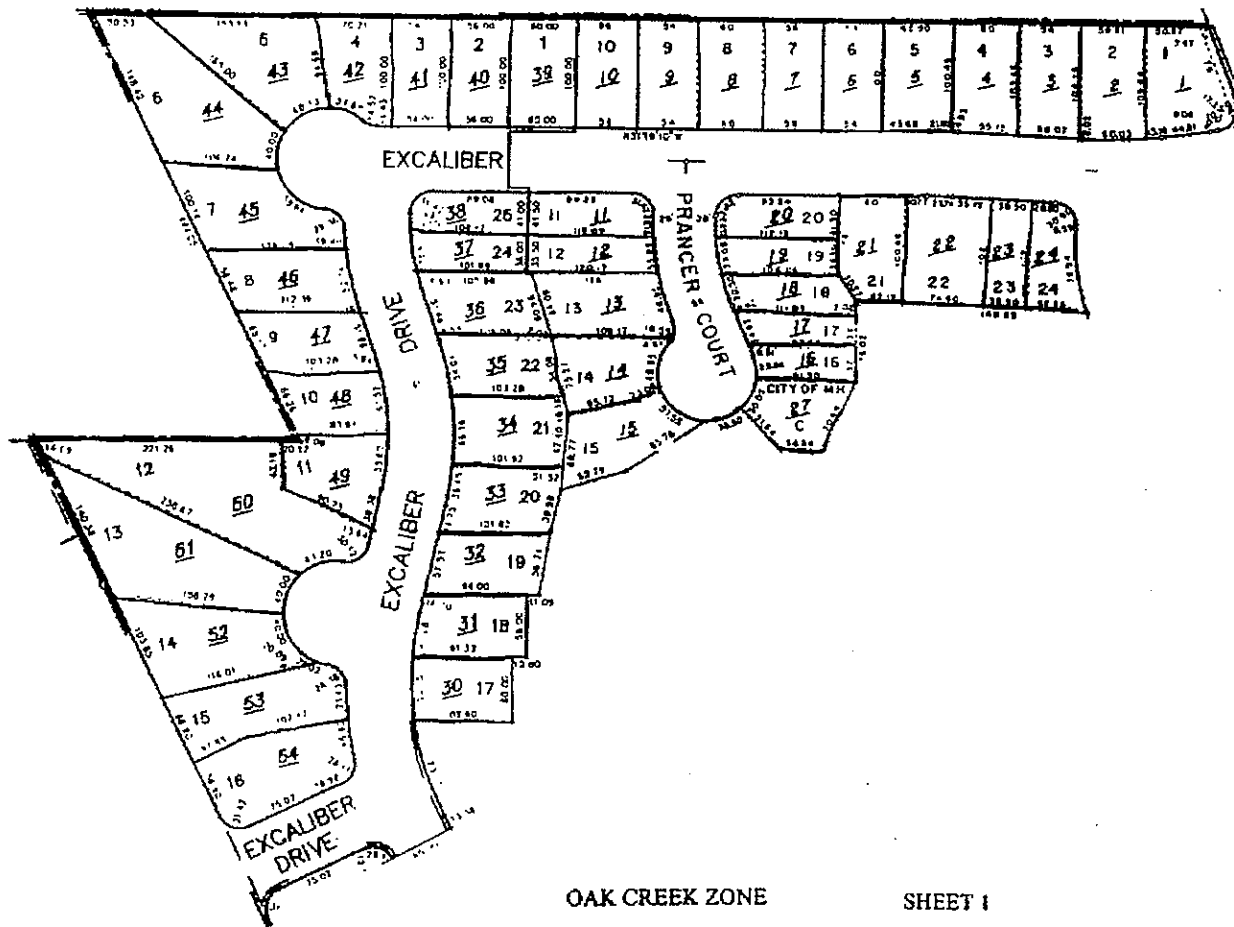
SHEET 5

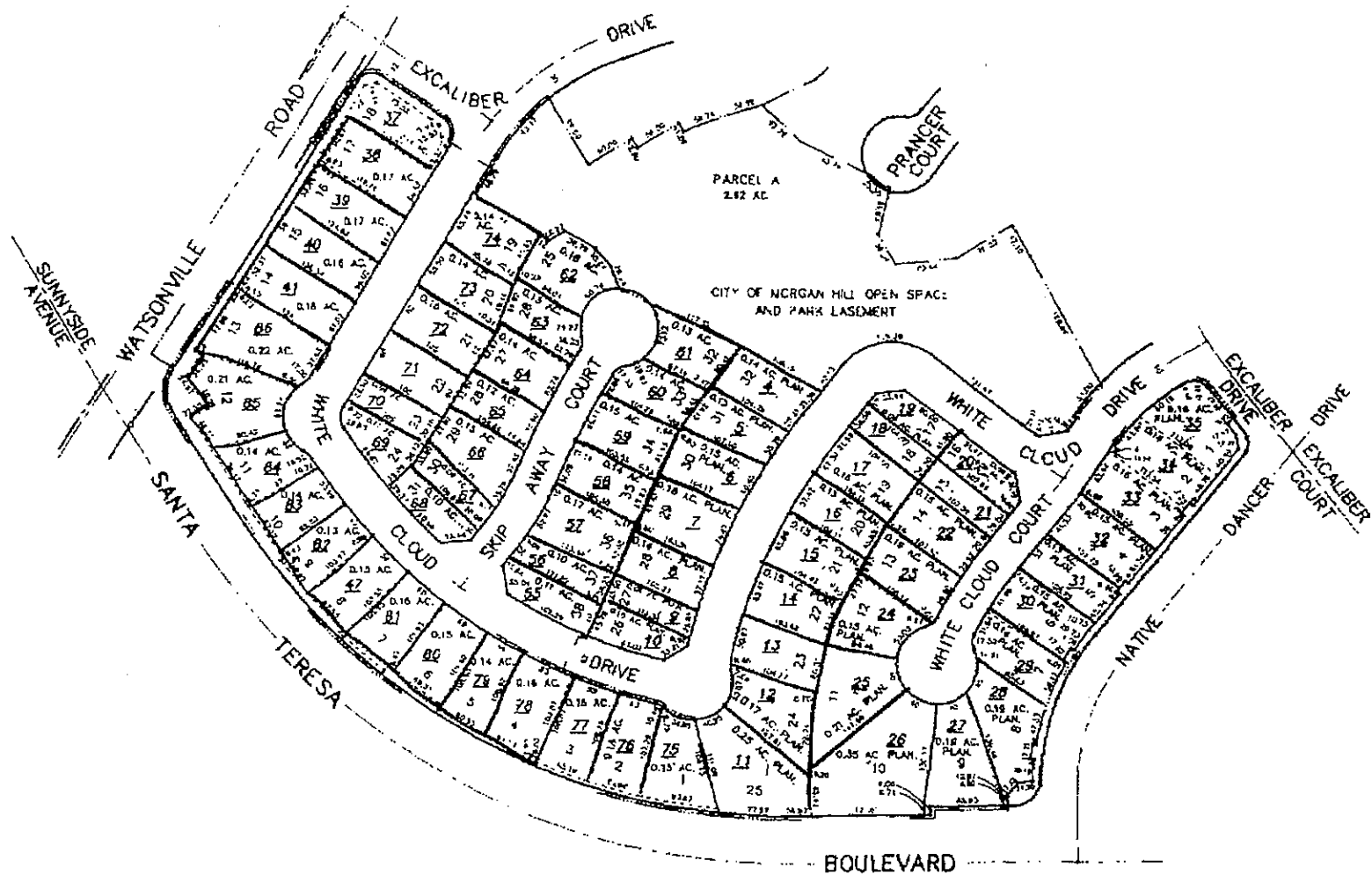


LLAGAS/OBATA ZONE



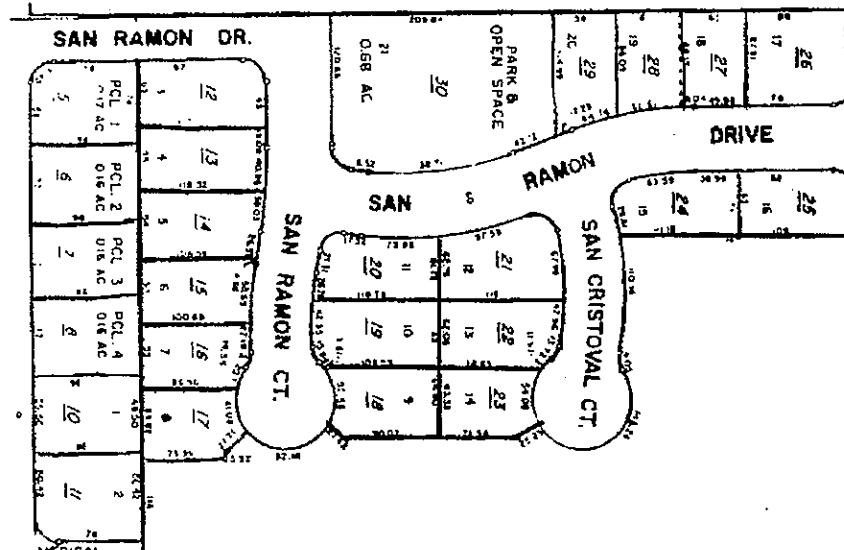
MILL CREEK ZONE



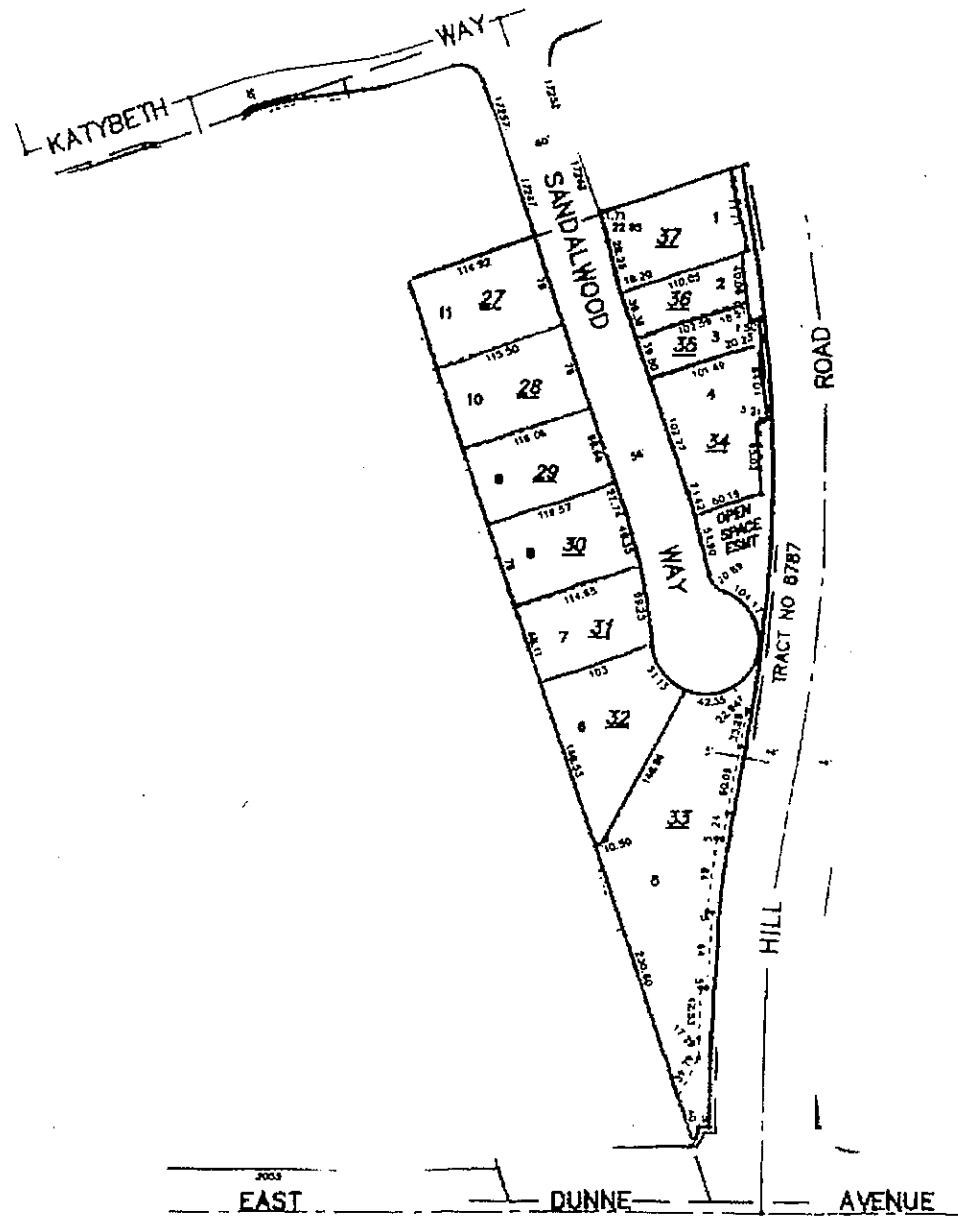


OAK CREEK ZONE

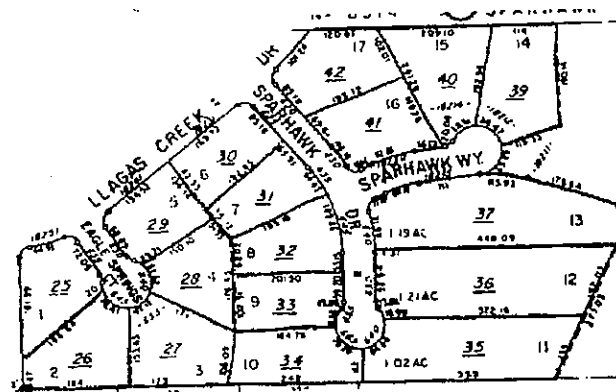
SHEET 2



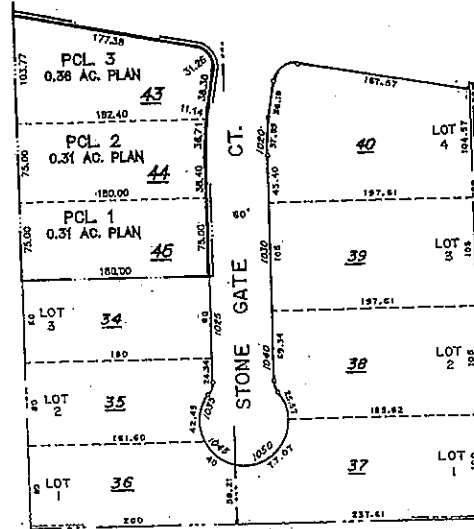
ROSEHAVEN ZONE



SANDALWOOD ZONE



SPARHAWK ZONE



SUNNYSIDE/STONEGATE ZONE

6. ASSESSMENT ROLL

The listing of Fiscal Year 2024/25 assessments is provided per Zone on the following pages. The description of each lot or parcel as part of the records of the County Assessor are, by reference, made part of this Report as well.

City of Morgan Hill
Belle Estates
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
726-16-043	\$310.00	1	\$0.00	\$310.00
726-16-044	310.00	1	0.00	310.00
726-16-045	310.00	1	0.00	310.00
726-16-046	310.00	1	0.00	310.00
726-16-048	310.00	1	0.00	310.00
726-16-050	310.00	1	0.00	310.00
726-16-051	310.00	1	0.00	310.00
726-16-052	310.00	1	0.00	310.00
726-16-053	310.00	1	0.00	310.00
726-16-054	310.00	1	0.00	310.00
726-16-055	310.00	1	0.00	310.00
726-16-056	310.00	1	0.00	310.00
726-16-057	310.00	1	0.00	310.00
726-16-058	310.00	1	0.00	310.00
726-16-059	310.00	1	0.00	310.00
726-16-060	310.00	1	0.00	310.00
726-16-061	310.00	1	0.00	310.00
726-16-062	310.00	1	0.00	310.00
726-16-063	310.00	1	0.00	310.00
726-16-064	310.00	1	0.00	310.00
726-16-065	310.00	1	0.00	310.00
726-16-066	310.00	1	0.00	310.00
726-16-068	310.00	1	0.00	310.00
726-16-069	310.00	1	0.00	310.00
726-16-070	310.00	1	0.00	310.00
726-16-071	310.00	1	0.00	310.00
726-16-072	310.00	1	0.00	310.00
726-16-074	310.00	1	0.00	310.00
726-16-075	310.00	1	0.00	310.00
726-16-076	310.00	1	0.00	310.00
726-16-077	310.00	1	0.00	310.00
726-16-078	310.00	1	0.00	310.00
726-16-079	310.00	1	0.00	310.00
726-16-080	310.00	1	0.00	310.00
726-16-081	310.00	1	0.00	310.00
726-16-082	310.00	1	0.00	310.00
36 Accounts		36	\$0.00	\$11,160.00

Slight variances may occur due to rounding

City of Morgan Hill
Chang/Bertelone
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
764-23-050	\$550.00	1	\$0.00	\$550.00
764-23-051	550.00	1	0.00	550.00
764-23-052	550.00	1	0.00	550.00
764-23-053	550.00	1	0.00	550.00
764-23-057	550.00	1	0.00	550.00
764-23-058	550.00	1	0.00	550.00
764-23-059	550.00	1	0.00	550.00
764-23-060	550.00	1	0.00	550.00
8 Accounts		8	\$0.00	\$4,400.00

City of Morgan Hill
Conte Gardens
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
728-10-010	\$365.00	1	\$0.00	\$365.00
728-10-011	365.00	1	0.00	365.00
728-10-012	365.00	1	0.00	365.00
728-10-013	365.00	1	0.00	365.00
728-10-014	365.00	1	0.00	365.00
728-10-015	365.00	1	0.00	365.00
728-10-016	365.00	1	0.00	365.00
728-10-017	365.00	1	0.00	365.00
728-10-018	365.00	1	0.00	365.00
728-10-019	365.00	1	0.00	365.00
728-10-020	365.00	1	0.00	365.00
11 Accounts		11	\$0.00	\$4,015.00

City of Morgan Hill
Diana Estates
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
726-07-042	\$139.39	1	(\$0.01)	\$139.38
726-07-043	139.39	1	(0.01)	139.38
726-07-044	139.39	1	(0.01)	139.38
726-07-045	139.39	1	(0.01)	139.38
726-07-055	139.39	1	(0.01)	139.38
726-07-056	139.39	1	(0.01)	139.38
726-07-057	139.39	1	(0.01)	139.38
726-07-058	139.39	1	(0.01)	139.38
726-07-059	139.39	1	(0.01)	139.38
726-07-060	139.39	1	(0.01)	139.38
726-07-061	139.39	1	(0.01)	139.38
726-07-062	139.39	1	(0.01)	139.38
726-07-063	139.39	1	(0.01)	139.38
726-07-064	139.39	1	(0.01)	139.38
726-07-065	139.39	1	(0.01)	139.38
726-07-066	139.39	1	(0.01)	139.38
726-07-067	139.39	1	(0.01)	139.38
726-07-068	139.39	1	(0.01)	139.38
726-07-069	139.39	1	(0.01)	139.38
726-07-070	139.39	1	(0.01)	139.38
726-07-071	139.39	1	(0.01)	139.38
726-07-072	139.39	1	(0.01)	139.38
726-07-073	139.39	1	(0.01)	139.38
726-07-074	139.39	1	(0.01)	139.38
726-07-075	139.39	1	(0.01)	139.38
726-07-077	139.39	1	(0.01)	139.38
726-07-078	139.39	1	(0.01)	139.38
726-07-080	139.39	1	(0.01)	139.38
726-07-081	139.39	1	(0.01)	139.38
726-07-082	139.39	1	(0.01)	139.38
726-07-083	139.39	1	(0.01)	139.38
726-07-084	139.39	1	(0.01)	139.38
726-07-085	139.39	1	(0.01)	139.38
726-07-086	139.39	1	(0.01)	139.38
726-07-087	139.39	1	(0.01)	139.38
726-08-031	139.39	1	(0.01)	139.38
726-08-032	139.39	1	(0.01)	139.38
726-08-033	139.39	1	(0.01)	139.38
726-08-034	139.39	1	(0.01)	139.38
726-08-035	139.39	1	(0.01)	139.38
726-08-036	139.39	1	(0.01)	139.38
726-08-046	139.39	1	(0.01)	139.38

Slight variances may occur due to rounding

City of Morgan Hill
Diana Estates
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
726-08-047	139.39	1	(0.01)	139.38
726-08-048	139.39	1	(0.01)	139.38
726-08-049	139.39	1	(0.01)	139.38
726-08-050	139.39	1	(0.01)	139.38
726-08-051	139.39	1	(0.01)	139.38
726-08-052	139.39	1	(0.01)	139.38
726-08-053	139.39	1	(0.01)	139.38
726-08-054	139.39	1	(0.01)	139.38
726-08-055	139.39	1	(0.01)	139.38
726-08-056	139.39	1	(0.01)	139.38
726-08-057	139.39	1	(0.01)	139.38
726-08-058	139.39	1	(0.01)	139.38
726-08-059	139.39	1	(0.01)	139.38
726-08-060	139.39	1	(0.01)	139.38
726-08-061	139.39	1	(0.01)	139.38
726-08-062	139.39	1	(0.01)	139.38
726-08-063	139.39	1	(0.01)	139.38
726-08-064	139.39	1	(0.01)	139.38
726-08-065	139.39	1	(0.01)	139.38
726-08-066	139.39	1	(0.01)	139.38
726-08-067	139.39	1	(0.01)	139.38
726-08-068	139.39	1	(0.01)	139.38
64 Accounts		64	(\$0.64)	\$8,920.32

City of Morgan Hill

Fox Hollow

Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
764-47-001	\$173.53	1	(\$0.01)	\$173.52
764-47-002	173.53	1	(0.01)	173.52
764-47-003	173.53	1	(0.01)	173.52
764-47-004	173.53	1	(0.01)	173.52
764-47-005	173.53	1	(0.01)	173.52
764-47-006	173.53	1	(0.01)	173.52
764-47-007	173.53	1	(0.01)	173.52
764-47-008	173.53	1	(0.01)	173.52
764-47-009	173.53	1	(0.01)	173.52
764-47-010	173.53	1	(0.01)	173.52
764-47-011	173.53	1	(0.01)	173.52
764-47-012	173.53	1	(0.01)	173.52
764-47-013	173.53	1	(0.01)	173.52
764-47-014	173.53	1	(0.01)	173.52
764-47-015	173.53	1	(0.01)	173.52
764-47-016	173.53	1	(0.01)	173.52
764-47-017	173.53	1	(0.01)	173.52
764-47-018	173.53	1	(0.01)	173.52
764-47-020	173.53	1	(0.01)	173.52
764-47-021	173.53	1	(0.01)	173.52
764-47-022	173.53	1	(0.01)	173.52
764-47-023	173.53	1	(0.01)	173.52
764-47-024	173.53	1	(0.01)	173.52
764-47-025	173.53	1	(0.01)	173.52
764-47-026	173.53	1	(0.01)	173.52
764-47-027	173.53	1	(0.01)	173.52
764-47-028	173.53	1	(0.01)	173.52
764-47-029	173.53	1	(0.01)	173.52
764-47-030	173.53	1	(0.01)	173.52
764-47-031	173.53	1	(0.01)	173.52
764-47-032	173.53	1	(0.01)	173.52
764-47-033	173.53	1	(0.01)	173.52
764-47-034	173.53	1	(0.01)	173.52
764-47-035	173.53	1	(0.01)	173.52
764-47-036	173.53	1	(0.01)	173.52
764-47-037	173.53	1	(0.01)	173.52
764-47-038	173.53	1	(0.01)	173.52
764-47-039	173.53	1	(0.01)	173.52
764-47-040	173.53	1	(0.01)	173.52
764-47-041	173.53	1	(0.01)	173.52
764-47-042	173.53	1	(0.01)	173.52
764-47-043	173.53	1	(0.01)	173.52

Slight variances may occur due to rounding

City of Morgan Hill
Fox Hollow
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
764-47-044	173.53	1	(0.01)	173.52
764-47-045	173.53	1	(0.01)	173.52
764-47-046	173.53	1	(0.01)	173.52
764-47-047	173.53	1	(0.01)	173.52
764-47-048	173.53	1	(0.01)	173.52
764-47-049	173.53	1	(0.01)	173.52
764-47-050	173.53	1	(0.01)	173.52
764-47-051	173.53	1	(0.01)	173.52
764-47-052	173.53	1	(0.01)	173.52
764-47-053	173.53	1	(0.01)	173.52
764-47-054	173.53	1	(0.01)	173.52
764-47-055	173.53	1	(0.01)	173.52
764-47-056	173.53	1	(0.01)	173.52
764-47-057	173.53	1	(0.01)	173.52
764-47-058	173.53	1	(0.01)	173.52
764-47-059	173.53	1	(0.01)	173.52
764-47-060	173.53	1	(0.01)	173.52
764-47-061	173.53	1	(0.01)	173.52
764-47-062	173.53	1	(0.01)	173.52
764-47-063	173.53	1	(0.01)	173.52
764-47-064	173.53	1	(0.01)	173.52
764-47-065	173.53	1	(0.01)	173.52
764-47-066	173.53	1	(0.01)	173.52
764-47-067	173.53	1	(0.01)	173.52
764-47-068	173.53	1	(0.01)	173.52
764-47-069	173.53	1	(0.01)	173.52
764-47-070	173.53	1	(0.01)	173.52
764-47-071	173.53	1	(0.01)	173.52
764-47-072	173.53	1	(0.01)	173.52
764-47-073	173.53	1	(0.01)	173.52
764-47-074	173.53	1	(0.01)	173.52
764-47-075	173.53	1	(0.01)	173.52
764-47-079	173.53	1	(0.01)	173.52
75 Accounts		75	(\$0.75)	\$13,014.00

Slight variances may occur due to rounding

City of Morgan Hill
Hamilton Square
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
767-36-044	\$425.00	1	\$0.00	\$425.00
767-36-045	425.00	1	0.00	425.00
767-36-046	425.00	1	0.00	425.00
767-36-047	425.00	1	0.00	425.00
767-36-048	425.00	1	0.00	425.00
767-36-049	425.00	1	0.00	425.00
767-36-050	425.00	1	0.00	425.00
767-36-051	425.00	1	0.00	425.00
767-36-052	425.00	1	0.00	425.00
767-36-053	425.00	1	0.00	425.00
767-36-054	425.00	1	0.00	425.00
767-36-055	425.00	1	0.00	425.00
767-36-056	425.00	1	0.00	425.00
767-36-057	425.00	1	0.00	425.00
767-36-058	425.00	1	0.00	425.00
767-36-059	425.00	1	0.00	425.00
767-36-060	425.00	1	0.00	425.00
767-36-061	425.00	1	0.00	425.00
767-36-062	425.00	1	0.00	425.00
767-36-063	425.00	1	0.00	425.00
767-36-064	425.00	1	0.00	425.00
767-36-065	425.00	1	0.00	425.00
767-36-066	425.00	1	0.00	425.00
767-36-068	425.00	1	0.00	425.00
767-36-069	425.00	1	0.00	425.00
767-36-070	425.00	1	0.00	425.00
767-36-071	425.00	1	0.00	425.00
767-36-072	425.00	1	0.00	425.00
767-36-073	425.00	1	0.00	425.00
767-36-074	425.00	1	0.00	425.00
767-36-075	425.00	1	0.00	425.00
767-36-076	425.00	1	0.00	425.00
767-36-077	425.00	1	0.00	425.00
767-36-078	425.00	1	0.00	425.00
767-36-079	425.00	1	0.00	425.00
767-36-080	425.00	1	0.00	425.00
767-36-081	425.00	1	0.00	425.00
767-36-082	425.00	1	0.00	425.00
38 Accounts		38	\$0.00	\$16,150.00

Slight variances may occur due to rounding

City of Morgan Hill
Jackson Meadows #6
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
817-26-047	\$108.00	1	\$0.00	\$108.00
817-26-048	108.00	1	0.00	108.00
817-26-049	108.00	1	0.00	108.00
817-26-066	108.00	1	0.00	108.00
817-26-067	108.00	1	0.00	108.00
817-26-068	108.00	1	0.00	108.00
817-26-069	108.00	1	0.00	108.00
817-26-070	108.00	1	0.00	108.00
817-26-071	108.00	1	0.00	108.00
817-26-072	108.00	1	0.00	108.00
817-26-073	108.00	1	0.00	108.00
817-26-075	108.00	1	0.00	108.00
817-26-076	108.00	1	0.00	108.00
817-26-077	108.00	1	0.00	108.00
817-26-078	108.00	1	0.00	108.00
817-26-079	108.00	1	0.00	108.00
817-26-080	108.00	1	0.00	108.00
817-26-081	108.00	1	0.00	108.00
817-26-082	108.00	1	0.00	108.00
817-26-083	108.00	1	0.00	108.00
817-26-084	108.00	1	0.00	108.00
817-26-085	108.00	1	0.00	108.00
817-26-086	108.00	1	0.00	108.00
817-26-087	108.00	1	0.00	108.00
817-26-088	108.00	1	0.00	108.00
817-26-089	108.00	1	0.00	108.00
817-26-090	108.00	1	0.00	108.00
817-26-091	108.00	1	0.00	108.00
817-26-092	108.00	1	0.00	108.00
817-26-093	108.00	1	0.00	108.00
817-26-095	108.00	1	0.00	108.00
817-26-096	108.00	1	0.00	108.00
817-26-097	108.00	1	0.00	108.00
817-26-098	108.00	1	0.00	108.00
817-26-099	108.00	1	0.00	108.00
817-26-100	108.00	1	0.00	108.00
817-26-101	108.00	1	0.00	108.00
817-26-102	108.00	1	0.00	108.00
817-26-103	108.00	1	0.00	108.00
817-26-104	108.00	1	0.00	108.00
817-26-105	108.00	1	0.00	108.00
817-26-106	108.00	1	0.00	108.00

Slight variances may occur due to rounding

City of Morgan Hill
Jackson Meadows #6
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
817-26-107	108.00	1	0.00	108.00
817-26-108	108.00	1	0.00	108.00
817-26-109	108.00	1	0.00	108.00
817-26-110	108.00	1	0.00	108.00
817-26-111	108.00	1	0.00	108.00
817-26-112	108.00	1	0.00	108.00
817-26-113	108.00	1	0.00	108.00
817-26-114	108.00	1	0.00	108.00
817-26-115	108.00	1	0.00	108.00
817-26-116	108.00	1	0.00	108.00
817-26-117	108.00	1	0.00	108.00
817-26-118	108.00	1	0.00	108.00
817-26-119	108.00	1	0.00	108.00
817-26-120	108.00	1	0.00	108.00
817-26-122	108.00	1	0.00	108.00
817-26-123	108.00	1	0.00	108.00
817-26-124	108.00	1	0.00	108.00
817-26-125	108.00	1	0.00	108.00
817-26-126	108.00	1	0.00	108.00
817-26-127	108.00	1	0.00	108.00
817-26-129	108.00	1	0.00	108.00
817-26-130	108.00	1	0.00	108.00
817-26-131	108.00	1	0.00	108.00
817-26-132	108.00	1	0.00	108.00
817-26-133	108.00	1	0.00	108.00
817-26-134	108.00	1	0.00	108.00
817-26-135	108.00	1	0.00	108.00
817-26-136	108.00	1	0.00	108.00
70 Accounts		70	\$0.00	\$7,560.00

Slight variances may occur due to rounding

City of Morgan Hill
Jackson Meadows #7
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
817-70-001	\$100.00	1	\$0.00	\$100.00
817-70-002	100.00	1	0.00	100.00
817-70-003	100.00	1	0.00	100.00
817-70-004	100.00	1	0.00	100.00
817-70-005	100.00	1	0.00	100.00
817-70-006	100.00	1	0.00	100.00
817-70-007	100.00	1	0.00	100.00
817-70-008	100.00	1	0.00	100.00
817-70-009	100.00	1	0.00	100.00
817-70-017	100.00	1	0.00	100.00
10 Accounts		10	\$0.00	\$1,000.00

City of Morgan Hill
La Grande Estates
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
767-45-032	\$88.00	1	\$0.00	\$88.00
767-45-033	88.00	1	0.00	88.00
767-45-034	88.00	1	0.00	88.00
767-45-037	88.00	1	0.00	88.00
767-45-038	88.00	1	0.00	88.00
767-45-039	88.00	1	0.00	88.00
767-45-040	88.00	1	0.00	88.00
767-45-041	88.00	1	0.00	88.00
767-45-042	88.00	1	0.00	88.00
767-45-043	88.00	1	0.00	88.00
767-45-044	88.00	1	0.00	88.00
767-45-045	88.00	1	0.00	88.00
767-45-046	88.00	1	0.00	88.00
767-45-047	88.00	1	0.00	88.00
767-45-048	88.00	1	0.00	88.00
767-45-049	88.00	1	0.00	88.00
767-45-050	88.00	1	0.00	88.00
767-45-051	88.00	1	0.00	88.00
767-45-052	88.00	1	0.00	88.00
767-45-053	88.00	1	0.00	88.00
767-45-054	88.00	1	0.00	88.00
767-45-055	88.00	1	0.00	88.00
767-45-056	88.00	1	0.00	88.00
767-45-057	88.00	1	0.00	88.00
767-45-058	88.00	1	0.00	88.00
767-45-059	88.00	1	0.00	88.00
767-45-060	88.00	1	0.00	88.00
767-45-061	88.00	1	0.00	88.00
767-45-062	88.00	1	0.00	88.00
767-45-063	88.00	1	0.00	88.00
767-45-064	88.00	1	0.00	88.00
767-45-065	88.00	1	0.00	88.00
32 Accounts		32	\$0.00	\$2,816.00

Slight variances may occur due to rounding

City of Morgan Hill
Lacrosse/Gera
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
767-46-001	\$50.00	1	\$0.00	\$50.00
767-46-002	50.00	1	0.00	50.00
767-46-003	50.00	1	0.00	50.00
767-46-004	50.00	1	0.00	50.00
767-46-005	50.00	1	0.00	50.00
767-46-006	50.00	1	0.00	50.00
767-46-007	50.00	1	0.00	50.00
767-46-008	50.00	1	0.00	50.00
767-46-009	50.00	1	0.00	50.00
767-46-010	50.00	1	0.00	50.00
767-46-011	50.00	1	0.00	50.00
767-46-012	50.00	1	0.00	50.00
767-46-013	50.00	1	0.00	50.00
767-46-014	50.00	1	0.00	50.00
767-46-015	50.00	1	0.00	50.00
767-46-018	50.00	1	0.00	50.00
767-46-019	50.00	1	0.00	50.00
767-46-020	50.00	1	0.00	50.00
767-46-021	50.00	1	0.00	50.00
767-46-022	50.00	1	0.00	50.00
767-46-023	50.00	1	0.00	50.00
767-46-024	50.00	1	0.00	50.00
767-46-025	50.00	1	0.00	50.00
767-46-026	50.00	1	0.00	50.00
24 Accounts		24	\$0.00	\$1,200.00

Slight variances may occur due to rounding

City of Morgan Hill
Llagas/Obata
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
764-23-032	\$450.00	1	\$0.00	\$450.00
764-23-033	450.00	1	0.00	450.00
764-23-034	450.00	1	0.00	450.00
764-23-035	450.00	1	0.00	450.00
764-23-036	450.00	1	0.00	450.00
5 Accounts		5	\$0.00	\$2,250.00

City of Morgan Hill
Llagas Creek
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
764-49-002	\$233.67	1	(\$0.01)	\$233.66
764-49-003	233.67	1	(0.01)	233.66
764-49-004	233.67	1	(0.01)	233.66
764-49-005	233.67	1	(0.01)	233.66
764-49-006	233.67	1	(0.01)	233.66
764-49-007	233.67	1	(0.01)	233.66
764-49-008	233.67	1	(0.01)	233.66
764-49-009	233.67	1	(0.01)	233.66
764-49-010	233.67	1	(0.01)	233.66
764-49-011	233.67	1	(0.01)	233.66
764-49-012	233.67	1	(0.01)	233.66
764-49-013	233.67	1	(0.01)	233.66
764-49-014	233.67	1	(0.01)	233.66
764-49-015	233.67	1	(0.01)	233.66
764-49-016	233.67	1	(0.01)	233.66
764-49-017	233.67	1	(0.01)	233.66
764-49-018	233.67	1	(0.01)	233.66
764-49-019	233.67	1	(0.01)	233.66
764-49-020	233.67	1	(0.01)	233.66
764-49-021	233.67	1	(0.01)	233.66
764-49-022	233.67	1	(0.01)	233.66
764-49-023	233.67	1	(0.01)	233.66
764-49-024	233.67	1	(0.01)	233.66
764-49-025	233.67	1	(0.01)	233.66
764-49-026	233.67	1	(0.01)	233.66
764-50-001	233.67	1	(0.01)	233.66
764-50-002	233.67	1	(0.01)	233.66
764-50-003	233.67	1	(0.01)	233.66
764-50-004	233.67	1	(0.01)	233.66
764-50-005	233.67	1	(0.01)	233.66
764-50-006	233.67	1	(0.01)	233.66
764-50-007	233.67	1	(0.01)	233.66
764-51-001	233.67	1	(0.01)	233.66
764-51-004	233.67	1	(0.01)	233.66
764-51-005	233.67	1	(0.01)	233.66
764-51-010	233.67	1	(0.01)	233.66
764-51-011	233.67	1	(0.01)	233.66
764-51-012	233.67	1	(0.01)	233.66
764-51-013	233.67	1	(0.01)	233.66
764-51-014	233.67	1	(0.01)	233.66
764-51-015	233.67	1	(0.01)	233.66
764-52-001	233.67	1	(0.01)	233.66

Slight variances may occur due to rounding

City of Morgan Hill
Llagas Creek
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
764-52-002	233.67	1	(0.01)	233.66
764-52-003	233.67	1	(0.01)	233.66
764-52-004	233.67	1	(0.01)	233.66
764-52-005	233.67	1	(0.01)	233.66
764-52-006	233.67	1	(0.01)	233.66
764-52-008	233.67	1	(0.01)	233.66
764-52-009	233.67	1	(0.01)	233.66
764-52-010	233.67	1	(0.01)	233.66
764-52-011	233.67	1	(0.01)	233.66
764-52-012	233.67	1	(0.01)	233.66
764-52-013	233.67	1	(0.01)	233.66
764-52-014	233.67	1	(0.01)	233.66
764-52-015	233.67	1	(0.01)	233.66
764-52-016	233.67	1	(0.01)	233.66
764-52-017	233.67	1	(0.01)	233.66
764-52-018	233.67	1	(0.01)	233.66
764-52-019	233.67	1	(0.01)	233.66
764-52-020	233.67	1	(0.01)	233.66
764-52-021	233.67	1	(0.01)	233.66
764-52-022	233.67	1	(0.01)	233.66
764-52-023	233.67	1	(0.01)	233.66
764-52-024	233.67	1	(0.01)	233.66
764-52-025	233.67	1	(0.01)	233.66
764-52-026	233.67	1	(0.01)	233.66
764-52-027	233.67	1	(0.01)	233.66
764-52-028	233.67	1	(0.01)	233.66
764-53-003	233.67	1	(0.01)	233.66
764-53-004	233.67	1	(0.01)	233.66
764-53-005	233.67	1	(0.01)	233.66
71 Accounts		71	(\$0.71)	\$16,589.86

Slight variances may occur due to rounding

City of Morgan Hill
Mill Creek
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
767-47-001	\$285.00	1	\$0.00	\$285.00
767-47-002	285.00	1	0.00	285.00
767-47-003	285.00	1	0.00	285.00
767-47-004	285.00	1	0.00	285.00
767-47-005	285.00	1	0.00	285.00
767-47-006	285.00	1	0.00	285.00
767-47-007	285.00	1	0.00	285.00
767-47-008	285.00	1	0.00	285.00
767-47-009	285.00	1	0.00	285.00
767-47-010	285.00	1	0.00	285.00
767-47-011	285.00	1	0.00	285.00
767-47-012	285.00	1	0.00	285.00
767-47-013	285.00	1	0.00	285.00
767-47-014	285.00	1	0.00	285.00
767-47-015	285.00	1	0.00	285.00
767-47-016	285.00	1	0.00	285.00
767-47-017	285.00	1	0.00	285.00
767-47-018	285.00	1	0.00	285.00
767-47-019	285.00	1	0.00	285.00
767-47-020	285.00	1	0.00	285.00
767-47-021	285.00	1	0.00	285.00
767-47-022	285.00	1	0.00	285.00
767-47-023	285.00	1	0.00	285.00
767-47-029	285.00	1	0.00	285.00
767-47-030	285.00	1	0.00	285.00
767-47-031	285.00	1	0.00	285.00
767-47-032	285.00	1	0.00	285.00
767-47-033	285.00	1	0.00	285.00
767-47-034	285.00	1	0.00	285.00
767-47-035	285.00	1	0.00	285.00
767-47-036	285.00	1	0.00	285.00
767-47-037	285.00	1	0.00	285.00
767-47-038	285.00	1	0.00	285.00
767-47-039	285.00	1	0.00	285.00
767-47-040	285.00	1	0.00	285.00
767-47-041	285.00	1	0.00	285.00
767-47-042	285.00	1	0.00	285.00
767-47-043	285.00	1	0.00	285.00
767-47-044	285.00	1	0.00	285.00
767-47-045	285.00	1	0.00	285.00
767-47-046	285.00	1	0.00	285.00
767-47-047	285.00	1	0.00	285.00

Slight variances may occur due to rounding

City of Morgan Hill

Mill Creek

Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
767-47-048	285.00	1	0.00	285.00
767-47-049	285.00	1	0.00	285.00
767-47-050	285.00	1	0.00	285.00
767-47-051	285.00	1	0.00	285.00
767-47-052	285.00	1	0.00	285.00
767-47-053	285.00	1	0.00	285.00
767-47-054	285.00	1	0.00	285.00
767-47-055	285.00	1	0.00	285.00
767-47-057	285.00	1	0.00	285.00
767-47-058	285.00	1	0.00	285.00
767-47-059	285.00	1	0.00	285.00
767-47-060	285.00	1	0.00	285.00
767-47-061	285.00	1	0.00	285.00
767-47-062	285.00	1	0.00	285.00
767-47-063	285.00	1	0.00	285.00
767-47-064	285.00	1	0.00	285.00
767-47-065	285.00	1	0.00	285.00
767-47-066	285.00	1	0.00	285.00
767-47-067	285.00	1	0.00	285.00
767-47-068	285.00	1	0.00	285.00
767-47-069	285.00	1	0.00	285.00
767-47-070	285.00	1	0.00	285.00
767-47-071	285.00	1	0.00	285.00
767-47-072	285.00	1	0.00	285.00
767-47-073	285.00	1	0.00	285.00
767-47-074	285.00	1	0.00	285.00
767-47-075	285.00	1	0.00	285.00
767-47-076	285.00	1	0.00	285.00
767-47-077	285.00	1	0.00	285.00
767-47-078	285.00	1	0.00	285.00
767-47-079	285.00	1	0.00	285.00
767-47-080	285.00	1	0.00	285.00
767-47-081	285.00	1	0.00	285.00
767-47-082	285.00	1	0.00	285.00
767-47-083	285.00	1	0.00	285.00
767-47-084	285.00	1	0.00	285.00
767-47-085	285.00	1	0.00	285.00
767-47-086	285.00	1	0.00	285.00
767-47-087	285.00	1	0.00	285.00
767-47-088	285.00	1	0.00	285.00
767-47-089	285.00	1	0.00	285.00
767-47-090	285.00	1	0.00	285.00

Slight variances may occur due to rounding

City of Morgan Hill
Mill Creek
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
84 Accounts		84	\$0.00	\$23,940.00

City of Morgan Hill
Oak Creek I, II, III
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
779-51-001	\$425.00	1	\$0.00	\$425.00
779-51-002	425.00	1	0.00	425.00
779-51-003	425.00	1	0.00	425.00
779-51-004	425.00	1	0.00	425.00
779-51-005	425.00	1	0.00	425.00
779-51-006	425.00	1	0.00	425.00
779-51-007	425.00	1	0.00	425.00
779-51-008	425.00	1	0.00	425.00
779-51-009	425.00	1	0.00	425.00
779-51-010	425.00	1	0.00	425.00
779-51-011	425.00	1	0.00	425.00
779-51-012	425.00	1	0.00	425.00
779-51-013	425.00	1	0.00	425.00
779-51-014	425.00	1	0.00	425.00
779-51-015	425.00	1	0.00	425.00
779-51-016	425.00	1	0.00	425.00
779-51-017	425.00	1	0.00	425.00
779-51-018	425.00	1	0.00	425.00
779-51-019	425.00	1	0.00	425.00
779-51-020	425.00	1	0.00	425.00
779-51-021	425.00	1	0.00	425.00
779-51-022	425.00	1	0.00	425.00
779-51-023	425.00	1	0.00	425.00
779-51-024	425.00	1	0.00	425.00
779-51-030	425.00	1	0.00	425.00
779-51-031	425.00	1	0.00	425.00
779-51-032	425.00	1	0.00	425.00
779-51-033	425.00	1	0.00	425.00
779-51-034	425.00	1	0.00	425.00
779-51-035	425.00	1	0.00	425.00
779-51-036	425.00	1	0.00	425.00
779-51-037	425.00	1	0.00	425.00
779-51-038	425.00	1	0.00	425.00
779-51-039	425.00	1	0.00	425.00
779-51-040	425.00	1	0.00	425.00
779-51-041	425.00	1	0.00	425.00
779-51-042	425.00	1	0.00	425.00
779-51-043	425.00	1	0.00	425.00
779-51-044	425.00	1	0.00	425.00
779-51-045	425.00	1	0.00	425.00
779-51-046	425.00	1	0.00	425.00
779-51-047	425.00	1	0.00	425.00

Slight variances may occur due to rounding

City of Morgan Hill
Oak Creek I, II, III
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
779-51-048	425.00	1	0.00	425.00
779-51-049	425.00	1	0.00	425.00
779-51-050	425.00	1	0.00	425.00
779-51-051	425.00	1	0.00	425.00
779-51-052	425.00	1	0.00	425.00
779-51-053	425.00	1	0.00	425.00
779-51-054	425.00	1	0.00	425.00
779-52-004	425.00	1	0.00	425.00
779-52-005	425.00	1	0.00	425.00
779-52-006	425.00	1	0.00	425.00
779-52-007	425.00	1	0.00	425.00
779-52-008	425.00	1	0.00	425.00
779-52-009	425.00	1	0.00	425.00
779-52-010	425.00	1	0.00	425.00
779-52-011	425.00	1	0.00	425.00
779-52-012	425.00	1	0.00	425.00
779-52-013	425.00	1	0.00	425.00
779-52-014	425.00	1	0.00	425.00
779-52-015	425.00	1	0.00	425.00
779-52-016	425.00	1	0.00	425.00
779-52-017	425.00	1	0.00	425.00
779-52-018	425.00	1	0.00	425.00
779-52-019	425.00	1	0.00	425.00
779-52-020	425.00	1	0.00	425.00
779-52-021	425.00	1	0.00	425.00
779-52-022	425.00	1	0.00	425.00
779-52-023	425.00	1	0.00	425.00
779-52-024	425.00	1	0.00	425.00
779-52-025	425.00	1	0.00	425.00
779-52-026	425.00	1	0.00	425.00
779-52-027	425.00	1	0.00	425.00
779-52-028	425.00	1	0.00	425.00
779-52-029	425.00	1	0.00	425.00
779-52-030	425.00	1	0.00	425.00
779-52-031	425.00	1	0.00	425.00
779-52-032	425.00	1	0.00	425.00
779-52-033	425.00	1	0.00	425.00
779-52-034	425.00	1	0.00	425.00
779-52-035	425.00	1	0.00	425.00
779-52-037	425.00	1	0.00	425.00
779-52-038	425.00	1	0.00	425.00
779-52-039	425.00	1	0.00	425.00

Slight variances may occur due to rounding

City of Morgan Hill
Oak Creek I, II, III
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
779-52-040	425.00	1	0.00	425.00
779-52-041	425.00	1	0.00	425.00
779-52-047	425.00	1	0.00	425.00
779-52-055	425.00	1	0.00	425.00
779-52-056	425.00	1	0.00	425.00
779-52-057	425.00	1	0.00	425.00
779-52-058	425.00	1	0.00	425.00
779-52-059	425.00	1	0.00	425.00
779-52-060	425.00	1	0.00	425.00
779-52-061	425.00	1	0.00	425.00
779-52-062	425.00	1	0.00	425.00
779-52-063	425.00	1	0.00	425.00
779-52-064	425.00	1	0.00	425.00
779-52-065	425.00	1	0.00	425.00
779-52-066	425.00	1	0.00	425.00
779-52-067	425.00	1	0.00	425.00
779-52-068	425.00	1	0.00	425.00
779-52-069	425.00	1	0.00	425.00
779-52-070	425.00	1	0.00	425.00
779-52-071	425.00	1	0.00	425.00
779-52-072	425.00	1	0.00	425.00
779-52-073	425.00	1	0.00	425.00
779-52-074	425.00	1	0.00	425.00
779-52-075	425.00	1	0.00	425.00
779-52-076	425.00	1	0.00	425.00
779-52-077	425.00	1	0.00	425.00
779-52-078	425.00	1	0.00	425.00
779-52-079	425.00	1	0.00	425.00
779-52-080	425.00	1	0.00	425.00
779-52-081	425.00	1	0.00	425.00
779-52-082	425.00	1	0.00	425.00
779-52-083	425.00	1	0.00	425.00
779-52-084	425.00	1	0.00	425.00
779-52-085	425.00	1	0.00	425.00
779-52-086	425.00	1	0.00	425.00
119 Accounts		119	\$0.00	\$50,575.00

Slight variances may occur due to rounding

City of Morgan Hill
Rosehaven
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
817-10-005	\$400.00	1	\$0.00	\$400.00
817-10-006	400.00	1	0.00	400.00
817-10-007	400.00	1	0.00	400.00
817-10-008	400.00	1	0.00	400.00
817-10-010	400.00	1	0.00	400.00
817-10-011	400.00	2	0.00	800.00
817-10-012	400.00	1	0.00	400.00
817-10-013	400.00	1	0.00	400.00
817-10-014	400.00	1	0.00	400.00
817-10-015	400.00	1	0.00	400.00
817-10-016	400.00	1	0.00	400.00
817-10-017	400.00	1	0.00	400.00
817-10-018	400.00	1	0.00	400.00
817-10-019	400.00	1	0.00	400.00
817-10-020	400.00	1	0.00	400.00
817-10-021	400.00	2	0.00	800.00
817-10-022	400.00	1	0.00	400.00
817-10-023	400.00	1	0.00	400.00
817-10-024	400.00	1	0.00	400.00
817-10-025	400.00	1	0.00	400.00
817-10-026	400.00	2	0.00	800.00
817-10-027	400.00	1	0.00	400.00
817-10-028	400.00	1	0.00	400.00
817-10-029	400.00	1	0.00	400.00
24 Accounts		27	\$0.00	\$10,800.00

Slight variances may occur due to rounding

City of Morgan Hill
Sandalwood
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
728-11-027	\$450.00	1	\$0.00	\$450.00
728-11-028	450.00	1	0.00	450.00
728-11-029	450.00	1	0.00	450.00
728-11-030	450.00	1	0.00	450.00
728-11-031	450.00	1	0.00	450.00
728-11-032	450.00	1	0.00	450.00
728-11-033	450.00	1	0.00	450.00
728-11-034	450.00	1	0.00	450.00
728-11-035	450.00	1	0.00	450.00
728-11-036	450.00	1	0.00	450.00
728-11-037	450.00	1	0.00	450.00
11 Accounts		11	\$0.00	\$4,950.00

City of Morgan Hill
Sparhawk
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
764-31-025	\$354.76	1	\$0.00	\$354.76
764-31-026	354.76	1	0.00	354.76
764-31-027	354.76	1	0.00	354.76
764-31-028	354.76	1	0.00	354.76
764-31-029	354.76	1	0.00	354.76
764-31-030	354.76	1	0.00	354.76
764-31-031	354.76	1	0.00	354.76
764-31-032	354.76	1	0.00	354.76
764-31-033	354.76	1	0.00	354.76
764-31-034	354.76	1	0.00	354.76
764-31-035	354.76	1	0.00	354.76
764-31-036	354.76	1	0.00	354.76
764-31-037	354.76	1	0.00	354.76
764-31-038	354.76	1	0.00	354.76
764-31-039	354.76	1	0.00	354.76
764-31-040	354.76	1	0.00	354.76
764-31-041	354.76	1	0.00	354.76
764-31-042	354.76	1	0.00	354.76
18 Accounts		18	\$0.00	\$6,385.68

City of Morgan Hill
Stone Creek
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
726-06-016	\$388.46	1	\$0.00	\$388.46
726-06-017	388.46	1	0.00	388.46
726-06-018	388.46	1	0.00	388.46
726-06-019	388.46	1	0.00	388.46
726-06-020	388.46	1	0.00	388.46
726-06-021	388.46	1	0.00	388.46
726-06-022	388.46	1	0.00	388.46
726-06-023	388.46	1	0.00	388.46
726-06-024	388.46	1	0.00	388.46
726-06-025	388.46	1	0.00	388.46
726-06-026	388.46	1	0.00	388.46
726-06-027	388.46	1	0.00	388.46
726-06-028	388.46	1	0.00	388.46
726-06-029	388.46	1	0.00	388.46
726-06-030	388.46	1	0.00	388.46
726-06-034	388.46	1	0.00	388.46
726-06-035	388.46	1	0.00	388.46
726-06-036	388.46	1	0.00	388.46
726-06-037	388.46	1	0.00	388.46
726-06-038	388.46	1	0.00	388.46
726-06-044	388.46	1	0.00	388.46
726-06-045	388.46	1	0.00	388.46
726-06-046	388.46	1	0.00	388.46
726-06-047	388.46	1	0.00	388.46
726-06-048	388.46	1	0.00	388.46
726-06-049	388.46	1	0.00	388.46
726-06-050	388.46	1	0.00	388.46
726-06-051	388.46	1	0.00	388.46
726-06-052	388.46	1	0.00	388.46
726-06-053	388.46	1	0.00	388.46
726-06-054	388.46	1	0.00	388.46
726-06-055	388.46	1	0.00	388.46
726-06-056	388.46	1	0.00	388.46
726-06-057	388.46	1	0.00	388.46
726-06-058	388.46	1	0.00	388.46
35 Accounts		35	\$0.00	\$13,596.10

Slight variances may occur due to rounding

City of Morgan Hill
Sunnyside/Stonegate
Preliminary Assessment Roll for Fiscal Year 2024/25

APN	Rate Per Unit	Units	Rounding Adjustment	2024/25 Assessment
773-31-034	\$375.00	1	\$0.00	\$375.00
773-31-035	375.00	1	0.00	375.00
773-31-036	375.00	1	0.00	375.00
773-31-037	375.00	1	0.00	375.00
773-31-038	375.00	1	0.00	375.00
773-31-039	375.00	1	0.00	375.00
773-31-040	375.00	1	0.00	375.00
773-31-043	375.00	1	0.00	375.00
773-31-044	375.00	1	0.00	375.00
773-31-045	375.00	1	0.00	375.00
10 Accounts		10	\$0.00	\$3,750.00
745 Total Accounts		748	(\$2.10)	\$203,071.96

7. HISTORICAL ASSESSMENT RATES

The historical assessment rates per Zone are identified on the following pages.

City of Morgan Hill
Landscape Assessment District No. 1
Actual Historical Assessment Rates Per Zone

Zone	Belle Estates	Chang/ Bertelone	Conte Gardens	Diana Estates	Fox Hollow/ Murphy Sp.	Hamilton Square	Jackson Meadows #6	Jackson Meadows #7	La Grande Estates	Lacrosse/ Gera
Annexation Number	93-03	93-05	92-10	94-01	Original	94-03	93-06	91-03	95-03	91-04
Original Rate	\$502.22	\$1,215.00	\$477.82	\$139.39	\$106.15	\$425.54	\$108.10	\$314.58	\$88.00	\$142.99
Unit Count	36	8	11	64	75	38	70	10	32	24
1991/92	-	-	-	\$139.39	-	-	-	\$314.58	-	\$142.99
1992/93	-	-	-	-	-	-	-	-	-	-
1993/94	-	-	-	69.80	-	-	-	77.35	-	8.93
1994/95	-	-	-	69.80	\$106.15	-	-	77.35	-	8.93
1995/96	\$502.00	\$1,215.00	\$285.98	54.14	79.92	\$425.54	\$108.10	88.66	-	8.93
1996/97	71.00	8.93	477.82	21.94	49.11	214.08	76.04	194.70	-	8.93
1997/98	71.00	8.93	477.82	21.94	49.11	214.08	76.04	194.70	-	8.93
1998/99	71.00	8.93	477.82	21.94	49.11	214.08	76.04	194.70	-	8.93
1999/00	147.81	8.93	477.82	81.03	49.11	399.71	108.10	314.50	\$88.00	8.93
2000/01	147.81	8.93	477.82	81.03	49.11	399.71	108.10	314.50	88.00	8.93
2001/02	147.80	8.92	477.82	54.80	49.10	399.70	86.38	314.50	88.00	8.92
2002/03	147.80	8.92	477.82	70.00	101.10	399.70	104.18	314.50	88.00	8.92
2003/04	175.00	8.92	477.82	80.00	101.10	399.70	104.18	314.50	88.00	8.92
2004/05	180.00	8.92	477.82	80.00	101.10	399.70	108.10	314.50	88.00	8.92
2005/06	180.00	94.92	477.82	105.00	141.10	399.70	108.10	314.50	88.00	8.92
2006/07	180.00	94.92	477.82	105.00	141.10	399.70	108.10	314.50	88.00	8.92
2007/08	194.00	94.92	477.82	135.00	141.10	399.70	108.10	314.50	88.00	8.92
2008/09	234.00	94.92	477.82	139.39	149.69	425.54	108.10	314.50	88.00	130.00
2009/10	234.00	200.00	477.82	139.39	149.69	425.54	108.10	314.50	88.00	130.00
2010/11	234.00	300.00	477.82	139.39	149.69	425.54	108.10	314.50	88.00	130.00
2011/12	282.00	400.00	477.82	139.39	168.48	425.54	108.10	314.50	88.00	50.00
2012/13	282.00	400.00	477.82	139.39	173.53	425.54	98.10	140.00	88.00	50.00
2013/14	320.00	500.00	477.82	139.39	173.53	425.54	98.10	140.00	88.00	50.00
2014/15	320.00	500.00	477.82	139.39	173.53	425.54	98.10	140.00	88.00	50.00
2015/16	320.00	550.00	400.00	139.39	173.53	425.54	108.00	140.00	88.00	50.00
2016/17	320.00	550.00	400.00	139.39	173.53	425.54	108.00	100.00	88.00	50.00
2017/18	320.00	550.00	400.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2018/19	320.00	550.00	365.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2019/20	320.00	550.00	365.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2020/21	320.00	550.00	365.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2021/22	320.00	550.00	365.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2022/23	310.00	550.00	365.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2023/24	310.00	550.00	365.00	139.39	173.53	425.00	108.00	100.00	88.00	50.00

City of Morgan Hill
Landscape Assessment District No. 1
Actual Historical Assessment Rates Per Zone

Zone	Llagas Creek Estates	Llagas/Obata	Mill Creek	Oak Creek	Parsons Corner	Rose Haven	Sandalwood	Sparhawk	Stone Creek	Sunnyside/Stone Gate
Annexation Number	91-05	91-07	93-01	94-04	95-02	95-01	96-01	91-06	94-02	91-01
Original Rate	\$140.84	\$629.16	\$186.82	\$453.82	\$568.32	\$488.47	\$192.39	\$174.77	\$306.66	\$449.40
Unit Count	71	5	84	119	10	27	11	18	35	10
1991/92	\$140.85	\$629.16	-	-	-	-	-	\$174.77	-	\$449.40
1992/93	-	-	-	-	-	-	-	-	-	-
1993/94	19.13	335.37	-	-	-	-	-	93.03	-	15.05
1994/95	19.13	15.05	-	-	-	-	-	308.84	-	15.04
1995/96	76.60	15.05	\$186.82	\$453.82	-	-	-	226.46	\$306.66	15.04
1996/97	59.54	8.93	64.57	47.67	\$568.32	\$488.47	-	147.33	146.66	8.93
1997/98	59.54	8.93	64.57	47.67	457.40	189.73	-	147.33	146.66	8.93
1998/99	59.54	8.93	64.57	337.09	457.40	189.73	-	147.33	146.66	8.93
1999/00	140.85	8.93	95.83	320.52	457.40	189.73	\$192.36	147.33	275.00	8.93
2000/01	140.85	8.93	158.64	245.16	457.40	189.73	192.36	147.33	275.00	8.93
2001/02	105.86	8.92	158.64	150.00	457.40	189.72	192.36	147.32	275.00	8.92
2002/03	140.00	8.92	182.64	250.00	300.00	300.00	192.36	147.32	275.00	275.00
2003/04	140.00	8.92	120.00	300.00	300.00	300.00	192.36	147.32	275.00	192.50
2004/05	140.00	8.92	120.00	300.00	300.00	300.00	192.36	147.32	306.66	192.50
2005/06	190.00	53.92	138.00	300.00	430.00	300.00	192.36	202.32	306.66	332.50
2006/07	190.00	53.92	138.00	300.00	430.00	300.00	192.36	202.32	306.66	332.50
2007/08	190.00	53.92	168.00	300.00	460.00	330.00	192.36	208.38	306.66	332.50
2008/09	195.70	53.92	186.82	300.00	460.00	370.00	192.36	214.64	306.66	332.50
2009/10	195.70	53.92	186.82	300.00	460.00	370.00	192.36	214.64	306.66	332.50
2010/11	195.70	53.92	186.82	300.00	460.00	370.00	192.36	214.64	306.66	332.50
2011/12	195.70	53.92	186.82	350.00	250.00	450.00	192.36	241.58	306.66	332.50
2012/13	195.70	53.92	186.82	350.00	250.00	450.00	192.36	248.82	388.46	332.50
2013/14	233.67	53.92	186.82	350.00	250.00	450.00	192.36	248.82	388.46	412.50
2014/15	233.67	53.92	186.82	350.00	250.00	450.00	192.36	248.82	388.46	412.50
2015/16	233.67	143.92	186.82	350.00	250.00	450.00	192.36	248.82	388.46	375.00
2016/17	233.67	143.92	186.82	350.00	250.00	488.00	192.36	248.82	388.46	375.00
2017/18	233.67	143.92	186.82	350.00	250.00	488.00	192.36	248.82	388.46	375.00
2018/19	233.67	400.00	186.82	350.00	250.00	400.00	450.00	248.82	388.46	375.00
2019/20	233.67	400.00	186.82	350.00	0.00	400.00	450.00	248.82	388.46	375.00
2020/21	233.67	400.00	285.00	350.00	0.00	400.00	450.00	248.82	388.46	375.00
2021/22	233.67	400.00	285.00	350.00	0.00	400.00	450.00	248.82	388.46	375.00
2022/23	233.67	400.00	285.00	425.00	0.00	400.00	450.00	334.00	388.46	375.00
2023/24	233.67	450.00	285.00	425.00	0.00	400.00	450.00	334.00	388.46	375.00

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MORGAN HILL, INITIATING PROCEEDINGS FOR THE
LEVY AND COLLECTION OF ASSESSMENTS FOR THE
CITY OF MORGAN HILL LANDSCAPE ASSESSMENT
DISTRICT NO. 1 FOR FISCAL YEAR 2024/25**

WHEREAS, the City Council of the Morgan Hill (hereafter referred to as the “City Council”) previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the “Act”) to establish the City of Morgan Hill (the “City”) Fox Hollow/Murphy Springs Landscape Assessment District and has by previous resolution changed the name to the City of Morgan Hill Landscape Assessment District No. 1 (the “Assessment District”); and,

WHEREAS, the City has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE COUNCIL, AS FOLLOWS:

- 1. Annual Report:** The City Council hereby orders NBS to prepare and file with the City Clerk the Annual Report concerning the levy and collection of assessments within the Assessment District for the fiscal year commencing July 1, 2024 and ending June 30, 2025.
- 2. New Improvements or Changes to Existing Improvements:** There are no changes to existing improvements, nor are there any items being added to the list of improvements previously approved at the formation of the Assessment District.
- 3. Reserve Targets:** In May 2011, reserve targets for each subarea were recommended and approved by the City Council. For Fiscal Year 2024/25 due to inflation costs, the reserve targets for each subarea are recommended to be doubled. By doubling the reserve targets the subareas will have a higher fund balance to support inflationary costs, maintenance repairs, and/or general improvements to the district. The increase of allocation to reserve targets will not increase the assessment rate above the maximum allowable assessment rate.

PASSED, APPROVED AND ADOPTED by the City Council of Morgan Hill at a regular meeting held on the 24th day of April 2024.

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

APPROVED:

Mark Turner, Mayor

ATTEST:

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. ____, adopted by the City Council at the meeting held on April 24, 2024.

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

DATE: _____

Michelle Bigelow, City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MORGAN HILL, APPROVING THE ANNUAL REPORT FOR
THE CITY OF MORGAN HILL LANDSCAPE ASSESSMENT
DISTRICT NO. 1 FOR FISCAL YEAR 2024/25**

WHEREAS, the City Council of the City of Morgan Hill (hereafter referred to as the “City Council”) previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the “Act”) to establish the City of Morgan Hill’s (the “City”) Fox Hollow/Murphy Springs Landscape Assessment District and has by previous resolution changed the name to the City of Morgan Hill Landscape Assessment District No. 1 (the “Assessment District”); and,

WHEREAS, the City has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report; and

WHEREAS, the City Council has, by previous resolution, ordered NBS to prepare and file such Annual Report; and

WHEREAS, NBS has prepared and filed such Annual Report with the City Clerk.

**NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY
THE COUNCIL, AS FOLLOWS:**

- 1. Approval of Report:** The City Council approves the Annual Report concerning the levy of assessments for the fiscal year commencing July 1, 2024 and ending June 30, 2025.

PASSED, APPROVED AND ADOPTED by the City Council of Morgan Hill at a regular meeting held on the 24th day of April 2024.

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. ____, adopted by the City Council at the meeting held on April 24, 2024.

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

DATE: _____

Michelle Bigelow, City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MORGAN HILL, DECLARING ITS INTENTION TO LEVY
AND COLLECT ASSESSMENTS FOR THE CITY OF
MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NO. 1
FOR FISCAL YEAR 2024/25**

WHEREAS, the City Council of the City of Morgan Hill (hereafter referred to as the “City Council”) previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the “Act”) to establish the City of Morgan Hill (the “City”) Fox Hollow/Murphy Springs Landscape Assessment District and has by previous resolution changed the name to the City of Morgan Hill Landscape Assessment District No. 1 (the “Assessment District”); and

WHEREAS, the City has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE COUNCIL, AS FOLLOWS:

- 1. Intention:** The City Council hereby declares its intention to levy and collect assessments within the Assessment District to pay the costs of the Improvements for the fiscal year commencing July 1, 2024 and ending June 30, 2025. The City Council finds that the public’s best interest requires such action.
- 2. Improvements:** The Improvements 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.
- 3. Assessment District Boundaries:** The boundaries of the Assessment District are as shown by the assessment diagram filed in the office of the City Clerk, which assessment diagram is made a part hereof by reference.
- 4. Annual Report:** Reference is made to the Annual Report prepared by NBS, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the Assessment District and the zones therein, and the proposed assessments upon assessable lots and parcels of land within the Assessment District.
- 5. Notice of Public Hearing:** The City Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments in accordance with Section 22629 of the Act. All objections to the assessment, if any, will be considered by the City Council. The Public Hearing will be held on **Wednesday June 5, 2024 at 6:00 PM** or as soon

thereafter as is feasible in the Council Chambers located at 17555 Peak Avenue, Morgan Hill, CA 95037. The City Council further orders the City Clerk to publish notice of this resolution in accordance with Section 22626 of the Act.

- 6. Increase of Assessment:** The maximum assessment is not proposed to increase from the previous year maximum assessment above what was previously approved by the property owners (as “increased assessment” is defined in Section 54954.6 of the Government Code).

PASSED, APPROVED AND ADOPTED by the City Council of Morgan Hill at a regular meeting held on the 24th day of April 2024.

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. ____, adopted by the City Council at the meeting held on April 24, 2024.

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

DATE: _____

Michelle Bigelow, City Clerk

CITY COUNCIL STAFF REPORT

MEETING DATE: April 24, 2024

PREPARED BY:

Keri Russell, Maintenance Manager

APPROVED BY: City Manager

HOLD PUBLIC HEARING AND TABULATE BALLOTS FOR SPARHAWK SUBAREA OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NUMBER 1

RECOMMENDATION(S)

1. Open public hearing;
2. Accept public input on ballot proceeding;
3. Announce close of public hearing is pending – Any property owner wishing to withdraw or submit their ballot must do so now;
4. Close public hearing;
5. Take a five minute recess for ballot tabulation;
6. Accept verbal report from the City Clerk on Sparhawk ballot tabulation results;
and
7. Adopt Resolution A or B certifying the Sparhawk ballot proceeding results.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Maintaining and Enhancing Infrastructure

2024-2025 Strategic Priorities

Fiscal Sustainability

REPORT NARRATIVE:

The purpose of this report is to:

- Provide the public with a final opportunity to provide the City with input on the special ballot proceeding needed to increase the maximum level of assessment in the Sparhawk Subarea of Landscape Assessment District Number 1;
- Call an official close to the submission of ballots;
- Tabulate the ballots; and
- Certify the results of the ballot proceeding.

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. The fund balance for Sparhawk has decreased over the years and is in danger of going into the negative due to inflationary factors on the expense side and minimal increases in assessments over the last ten years.

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 met with some of the residents from Sparhawk Subarea. During that 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.

The City Council approved the resolution of the intent needed to start this process at its meeting on February 21, 2024. Shortly after, City staff mailed the required public notice and ballot to all property owners in the Sparhawk Subarea informing them about the ballot proceeding and their options to respond. The mailing included a special return envelope and the City Clerk has been receiving sealed ballots in the intervening weeks. These ballots will now be opened and tabulated at the close of tonight's public hearing.

Once the ballots have been tabulated, the City Clerk will announce the results of the tabulation and the Council may adopt a resolution certifying the results of the ballot proceeding. There are two versions of the resolution:

- Version A – Shall be adopted if the final tabulation determines that a majority of property owners who submitted ballots support an increase in the maximum assessment rate.
- Version B – Shall be adopted if the final tabulation does not determine that a majority of property owners who submitted ballots support an increase in the maximum assessment rate.

COMMUNITY ENGAGEMENT:

Staff recently held a meeting with Sparhawk residents to discuss the budget. City staff also sent letters informing residents of the funding issues and inviting them to participate in the meeting or to 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 meeting supported the increase.

ALTERNATIVE ACTIONS:

There are no alternative actions for the Council at this point in the process.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council approved the resolution of intent needed to start this process at its meeting on February 21, 2024.

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. Administering the District is included in the work program of the Public Services Department.

CEQA (California Environmental Quality Act):

Not a project

The actions in these resolutions are fiscal activities which do not directly involve a physical impact on the environment.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL CERTIFYING THE RESULTS OF THE BALLOT TABULATION FOR THE 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;

WHEREAS, City representatives have attempted to meet with residents of the Sparhawk Subarea of Landscape Assessment District No. 1 which is experiencing significant funding issues for regular maintenance of the Subarea;

WHEREAS, the City Council adopted a Resolution of Intent on February 21, 2024 approving a supplemental engineer’s report and initiating an assessment ballot proceeding on the question of increasing the maximum amount of the assessments in the Sparhawk Subarea;

WHEREAS, immediately thereafter, the City mailed a notice and ballot to all property owners within the Sparhawk Subarea; and

WHEREAS, the City Clerk has tabulated the ballots submitted in compliance with State law.

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 AND CALIFORNIA CONSTITUTIONAL ARTICLES XIII C AND XIII D, AS FOLLOWS:

Results: The City Clerk has tabulated the ballots properly and legally submitted on the question of increasing the maximum assessment allowed in the Sparhawk Subarea and determined that a majority protest of “No” votes has not been submitted. Without majority protest, the maximum assessment rate for the Sparhawk Subarea of the District is increased beginning in the 2024-2025 Fiscal Year to \$500. A 3% escalator per year beginning in fiscal year 2024/25 will also be implemented.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Morgan Hill
at a regular meeting held on the 24th day of April, 2024.

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. XX-XXX, adopted by the City
Council at a regular meeting held on April 24, 2024.

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

DATE: _____

MICHELLE BIGELOW, City Clerk

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL CERTIFYING THE RESULTS OF THE BALLOT TABULATION FOR THE 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

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WHEREAS, immediately thereafter, the City mailed a notice and ballot to all property owners within the Sparhawk Subarea; and

WHEREAS, the City Clerk has tabulated the ballots submitted in compliance with State law.

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 AND CALIFORNIA CONSTITUTIONAL ARTICLES XIII C AND XIII D, AS FOLLOWS:

Results: The City Clerk has tabulated the ballots properly and legally submitted on the question of increasing the maximum assessment allowed in the Sparhawk Subarea and determined that a majority protest of “No” votes has been submitted. With majority protest, the maximum assessment rate for the Sparhawk Subarea of the District is not increased.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Morgan Hill at a regular meeting held on the 24th day of April, 2024.

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. XX-XXX, adopted by the City Council at a regular meeting held on April 24, 2024.

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

DATE: _____

MICHELLE BIGELOW, City Clerk

CITY COUNCIL STAFF REPORT

MEETING DATE: April 24, 2024

PREPARED BY:

Tanya Carothers, Environmental Services Administrator

APPROVED BY: City Manager

APPROVE SOLID WASTE MANAGEMENT RATE ADJUSTMENT FOR 2024

RECOMMENDATION(S)

Adopt resolution approving an adjustment in the maximum allowable solid waste charges effective July 1, 2024.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Protecting the Environment

2024-2025 Strategic Priorities

Fiscal Sustainability

REPORT NARRATIVE:

The purpose of this report is to present Recology South Valley's (Recology) request for an adjustment in the maximum allowable solid waste rates charged within the City for City Council consideration and action.

One of the provisions of Recology's franchise agreement has historically been that service rate increases are based upon changes in the Consumer Price Index and the price of natural compressed gas. Under the current franchise agreement which was approved in 2022, rate amendments are now based on changes in the Consumer Price Index and price of compressed natural gas, in addition to cost of waste disposal, recycling processing, and accrued exceptional costs. The rate adjustment requested this year when accounting for these factors is a 5.07% increase. For descriptions of the service rate calculation components, see table below.

In accordance with their franchise agreement with the City, Recology submitted the attached timely request for a rate adjustment (Attachment 1) and staff has determined that Recology's rate application follows the formula prescribed in the franchise agreement. For residential customers, this 5.07% adjustment applied to the current, basic residential service rate of \$42.01 is \$2.13 per month. With the approval of this adjustment, the maximum permitted monthly charge for flatland customers will be \$44.14 and the maximum permitted monthly charge for hillside customers will be \$48.02. For a business getting a 3-yard dumpster serviced once per week, the

maximum allowable monthly rate will rise from \$462.15 to \$485.58. As always, customers eligible for lower rates on their PG&E bill can also obtain discounted solid waste services by showing Recology their discounted PG&E bill.

It is recommended that the Council adopt the resolution (Attachment 2) increasing the maximum allowed rates for solid waste management services starting July 1, 2024.

SERVICE RATE CALCULATION COMPONENTS

Component	Description
Consumer Price Index	The Consumer Price Index (CPI) is used to adjust the portion of rates that the parties have agreed represent costs for labor, capitalized equipment, equipment parts, repair and maintenance, facilities, utilities, insurance, administration and other necessary and reasonable costs.
Fuel	This component is used to adjust the portion of rates that the parties have agreed represents the cost of fuel used by the hauler for its operations.
Solid Waste Disposal	This component is used to adjust the portion of rates that the parties have agreed represents the cost for disposing of solid waste at the designated disposal facility.
Recyclables Processing	This component is used to adjust the portion of rates that the parties have agreed represents the cost of processing recyclable materials delivered to a recycling processing facility.
Exceptional Costs	This component is the amount calculated for the hauler to recover costs incurred during the previous year for additional services. These services could include, but are not limited to: • Cost of Performance Audit • Cost of compost provided by the hauler, as requested annually by the City • Cost of City-requested homeless encampment and other cleanup events • Cost of City-requested disposal vouchers Exceptional Costs also include Implementation Funds, which are funds requested for collection in the upcoming year to cover City activities and programs implemented for compliance with Local, Regional, State, or Federal permits, laws, and/or regulations that are related to the collection and/or management of trash or solid waste. Total Implementation Funds requested for 2024/25 total \$560,355, or \$663,142 when including 15.5% City Fees, and will result in a 1.50% delta service rate increase after accounting for last year's Implementation Funds of \$449,704, which residents are already accustomed to paying. These Implementation Funds will go toward City staff resources for compliance with SB 1383 Mandatory Organic Waste Recycling, installation of trash capture devices for compliance with the State Trash Amendments, City staffing and associated equipment to support trash capture device inspections and maintenance, and to cover costs related to the Household Hazardous Waste (HHW) Program.

COMMUNITY ENGAGEMENT:

The community will be informed about the rate amendment via notices in the bills they

receive from Recology.

ALTERNATIVE ACTIONS:

Not applicable as the City is contractually obligated to approve this amendment to the maximum rates for the normal annual adjustment.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council has evaluated solid waste rate adjustments annually for decades. In 2022, the City Council approved the current franchise agreement which changed the formula for the annual process. In 2023, the City utilized the new formula for the annual process to adjust rates.

FISCAL AND RESOURCE IMPACT:

The City's annual franchise fee revenues will increase by approximately \$105,000 under the proposed rate adjustments. The increase will be incorporated into the City's budget and financial forecast. Franchise fee is a revenue source of the General Fund (010). Processing this application is an anticipated and included activity in the work program of the Public Services Department.

CEQA (California Environmental Quality Act):

This action will not result in physical changes to the environment, and it is not a project under CEQA.



February 23, 2024

Ms. Tanya Carothers
Environmental Services Administrator
City of Morgan Hill
17555 Peak Avenue
Morgan Hill, CA 95037

Re: July 2024 Rate Adjustment

Dear Ms. Carothers:

As outlined in Exhibit A.2 section 1 thru 6 of the December 1, 2022 franchise agreement, we submit our request for a 5.07% adjustment to the collection rates effective July 1, 2024. Attached are the following exhibits:

Exhibit 1 - CPI Calculation

CPI calculation using the formulas described in Exhibit A.2 of the franchise agreement for the different components and sub-components.

Exhibit 2A – CPI Component

Data from the U.S. Department of Labor - Bureau of Labor Statistics displaying the required values of the CPI calculation.

Exhibit 2B – Fuel Component

PG&E rate schedule G-NGV1 showing the October average monthly cost per unit.

Exhibit 2C – Disposal Component

Copies of the two most recent October disposal billings calculating the increase per ton.

Exhibit 2D – Recyclables Processing Component

Table showing monthly processing cost/(revenue) per ton



Exhibit 2E – Exceptional Costs Component

Copy of letter requesting Implementation Funding for FY 2024/25, plus calendar year 2023 compost procurement cost. Actual calendar year 2024 compost procurement sales amounts will be included in the July 2025 rate adjustment calculation.

Exhibit 3 – Rate Schedule

This table applies the combined CPI factor to the current rates and calculates the adjusted rates for July 1, 2024.

Should you have any questions or need additional information, please call me at (408) 464-3745.

Sincerely,

Mike Kelly
General Manager

**RECOLOGY SOUTH VALLEY
CITY OF MORGAN HILL
RATE ADJUSTMENT
EFFECTIVE JULY 1, 2024**

Rate change calculation formula	$\frac{X (1) - X (2)}{X (2)}$	
1) <u>CPI Index Component</u>		
X (1) = October, 2023		341.219
X (2) = October, 2022		332.062
CPI =		$\frac{341.219 - 332.062}{332.062}$
CPI =		2.76%
Percentage Applicable		83.5%
83.5% of CPI =		2.30%
2) <u>Fuel (PG&E Schedule G-NGV1)</u>		
X (1) = 12-mo Average ended Oct-23		1.227
X (2) = 12-mo Average ended Oct-22		1.284
Fuel =		$\frac{1.227 - 1.284}{1.284}$
Fuel =		-4.44%
Percentage Applicable		3.5%
3.5% of Fuel =		-0.16%
3) <u>Disposal Component</u>		
X (1) = MSW Disposal Rate Oct-23		27.38
X (2) = MSW Disposal Rate Oct-22		26.29
Disposal Change =		$\frac{27.38 - 26.29}{26.29}$
Disposal Change =		4.15%
Percentage Applicable		10.5%
10.5% of Disposal =		0.44%
4) <u>Recyclables Processing Component</u>		
X (1) = Recyclables unit cost per ton 12-mo ended Oct-23		34.93
X (2) = Recyclables unit cost per ton 12-mo ended Oct-22		26.00
Recyclables unit cost per ton Change =		$\frac{34.93 - 26}{26.00}$
Recyclables unit cost per ton Change =		34.35%
Percentage Applicable		2.5%
2.5% of Recyclables Processing =		0.86%
5) <u>Exceptional Costs</u>		
Annualized Billed Revenue		14,039,419
Remove Prior Year Exceptional Costs		(449,704)
Performance Audit		0
City requested homeless encampment and other clean-up events		0
City requested disposals/compost vouchers		15,828
Annual Mandatory Implementation Funds		560,355
Add 15.5% City Fees		102,787
Current Year Exceptional Costs		678,970
TOTAL EXCEPTIONAL COSTS		229,266
Exceptional Costs Adjustment =		1.63%
Total rate adjustment (1+2+3+4+5)		5.07%

CPI for All Urban Consumers (CPI-U) Original Data Value

Series Id: CUURS49BSA0
Not Seasonally Adjusted
 Series All items in San Francisco-Oakland-Hayward, CA,
 Title: all urban consumers, not seasonally adjusted
 Area: San Francisco-Oakland-Hayward, CA
 Item: All items
 Base 1982-84=100
 Period:
 Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013		242.677		244.675		245.935		246.072		246.617		245.711	245.023	243.894	246.152
2014		248.615		251.495		253.317		253.354		254.503		252.273	251.985	250.507	253.463
2015		254.910		257.622		259.117		259.917		261.019		260.289	258.572	256.723	260.421
2016		262.600		264.565		266.041		267.853		270.306		269.483	266.344	263.911	268.777
2017		271.626		274.589		275.304		275.893		277.570		277.414	274.924	273.306	276.542
2018		281.308		283.422		286.062		287.664		289.673		289.896	285.550	282.666	288.435
2019		291.227		294.801		295.259		295.490		298.443		297.007	295.004	293.150	296.859
2020		299.690		298.074		300.032		300.182		301.736		302.948	300.084	299.109	301.059
2021		304.387		309.419		309.497		311.167		313.265		315.805	309.721	306.724	312.718
2022		320.195		324.878		330.539		328.871		332.062		331.222	327.060	323.408	330.711
2023		337.173		338.496		340.056		340.094		341.219		339.915	339.050	337.689	340.411
										Year over Year % Change					
										2.76%					

Pacific Gas and Electric Company
Schedule G-NGV1
Natural Gas Service for Compression^{1/}
on Customers' Premises
January 1, 2021, to December 31, 2023
(\$/therm^{2/})

Effective Date	Advice Number	Customer Charge	Procurement Charge	Transportation Charge	Total G-NGV1 Charge ^{4/}	Cap-and-Trade Cost Exemption Credit ^{5/}	PPP Surcharge ^{4/}
11/01/21	4515-G	\$0.44121	\$0.74245	\$0.55433	\$1.29678	\$0.07366	\$0.04308
12/01/21	4532-G	\$0.44121	\$0.75586	\$0.55433	\$1.31019	\$0.07366	\$0.04308
01/01/22	4542-G	\$0.44121	\$0.69158	\$0.64160	\$1.33318	\$0.10234	\$0.04380
02/01/22	4559-G	\$0.44121	\$0.66224	\$0.64160	\$1.30384	\$0.10234	\$0.04380
03/01/22	4578-G	\$0.44121	\$0.54679	\$0.64160	\$1.18839	\$0.10234	\$0.04380
04/01/22	4589-G	\$0.44121	\$0.45563	\$0.63517	\$1.09080	\$0.10235	\$0.04380
05/01/22	4602-G	\$0.44121	\$0.56892	\$0.63517	\$1.20409	\$0.10235	\$0.04380
06/01/22	4614-G	\$0.44121	\$0.62615	\$0.63517	\$1.26132	\$0.10235	\$0.04380
07/01/22	4622-G	\$0.44121	\$0.66807	\$0.63517	\$1.30324	\$0.10235	\$0.04380
08/01/22	4638-G	\$0.44121	\$0.55218	\$0.66357	\$1.21575	\$0.10235	\$0.04380
09/01/22	4646-G	\$0.44121	\$0.73792	\$0.66357	\$1.40149	\$0.10235	\$0.04380
10/01/22	4659-G	\$0.44121	\$0.83490	\$0.66357	\$1.49847	\$0.10235	\$0.04380
11/01/22	4673-G	\$0.44121	\$0.87365	\$0.66357	\$1.53722	\$0.10235	\$0.04380
12/01/22	4684-G	\$0.44121	\$0.91305 3/	\$0.66357	\$1.57662	\$0.10235	\$0.04380
01/01/23	4692-G	\$0.44121	\$1.29741	\$0.63230	\$1.92971	\$0.11886	\$0.04866
02/01/23	4706-G	\$0.44121	\$1.37163	\$0.63230	\$2.00393	\$0.11886	\$0.04866
03/01/23	4717-G	\$0.44121	\$0.72941	\$0.63230	\$1.36171	\$0.11886	\$0.04866
04/01/23	4726-G	\$0.44121	\$0.17606	\$0.63230	\$0.80836	\$0.11886	\$0.04866
05/01/23	4748-G	\$0.44121	\$0.10377	\$0.63230	\$0.73607	\$0.11886	\$0.04866
06/01/23	4757-G	\$0.44121	\$0.15751	\$0.63230	\$0.78981	\$0.11886	\$0.04866
07/01/23	4767-G	\$0.44121	\$0.21752	\$0.63230	\$0.84982	\$0.11886	\$0.04866
08/01/23	4780-G	\$0.44121	\$0.23682	\$0.63693	\$0.87375	\$0.11886	\$0.04866
09/01/23	4791-G	\$0.44121	\$0.40453	\$0.63972	\$1.04425	\$0.11886	\$0.04866
10/01/23	4804-G	\$0.44121	\$0.57892	\$0.63972	\$1.21864	\$0.11886	\$0.04866
11/01/23	4821-G	\$0.44121	\$0.64714	\$0.63972	\$1.28686	\$0.11886	\$0.04866
12/01/23	4828-G	\$0.44121	\$0.84001	\$0.63972	\$1.47973	\$0.11886	\$0.04866
01/01/24	4847-G	\$0.44121	\$0.67924	\$0.86390	\$1.54314	\$0.17989	\$0.05218
02/01/24	4858-G	\$0.44121	\$0.59844 3/	\$0.88048	\$1.47892	\$0.17989	\$0.05218

Nov-21 to Oct-22 Average	\$1.28400
Nov-22 to Oct-23 Average	\$1.22700
Year over Year % Change	-4.44%

^{1/} Rate Schedule G-NGV1 was converted to Standard Status, rather than Experimental, effective August 30, 2008, due to Advice Letter 2945-G.

^{2/} Unless otherwise noted.

^{3/} The procurement rate includes a charge of \$0.06258 per therm to reflect account balance amortizations in accordance with Advice Letter 3157-G. Schedule G-PPPS (Public Purpose Program surcharge) needs to be added to the Total G-NGV1 Charge for bill calculation.

^{4/} See Schedule G-PPPS for details and exempt customers.

^{5/} The Cap-and-Trade Cost Exemption Credit is applicable to Covered Entities (i.e., customers that currently have a direct obligation to pay for allowances directly to the Air Resources Board for their Greenhouse Gas (GHG) emissions) who will see a line item credit on their bill equal to \$0.10: per therm times their monthly billed volumes. See tariff for further explanation.

Disposal Component



REMIT TO:
WASTE SOLUTIONS GROUP OF SAN BENITO, LLC
JOHN SMITH LANDFILL
PO BOX 1480
HOLLISTER, CA 95024
831-637-4515

Date	Account Number
10/16/2022	4021-411
Invoice Number	INVOICE TOTAL
17072	\$124,681.37
AMOUNT DUE	
\$124,681.37	

BILL TO:
Recology San Martin
Transfer Station
1351 Pacheco Pass Hwy
Gilroy, CA 95020

LATE PAYMENT MAY RESULT IN AN INTERRUPTION OF SERVICE.
PAST DUE INVOICES MAY BE SUBJECT TO A LATE CHARGE
FOR EACH MONTH OR PART THEREOF THAT THE INVOICE IS
PAST DUE.

DATE	TICKET	TRUCK ID	REFERENCE	TON/YARD	DESCRIPTION	DOLLARS
09/29/2022	13965			1.00	Payment	-73637.24
09/29/2022	13966			1.00	Payment	-62110.65
10/10/2022	13990			1.00	Payment	-59806.60
Balance Forward:						\$0.00
10/15/2022	14040			1.00	Dollar Adjustment	63774.54
10/15/2022	14041			1.00	Dollar Adjustment	60906.83
Total Units: 2.00				Invoice Total: \$124,681.37		
Total Balance Due: \$124,681.37						

INVOICE AGING

0 - 30 Days	31 - 60 Days	61 - 90 Days	Over 90 Days	Total
\$124,681.37	\$0.00	\$0.00	\$0.00	\$124,681.37

Charge	Tons	Rate
\$63,774.54	2,425.81	\$ 26.29
\$60,906.83	2,316.73	\$ 26.29

Oct-2022 MSW Rate Per Ton



REMIT TO:
WASTE SOLUTIONS GROUP OF SAN BENITO, LLC
JOHN SMITH LANDFILL
PO BOX 1480
HOLLISTER, CA 95024
831-637-4515

Date	Account Number
10/17/2023	4021-411
Invoice Number	INVOICE TOTAL
17943	\$119,713.30
AMOUNT DUE	PAYMENT DUE
\$119,713.30	Upon Receipt

BILL TO:
Recology San Martin
Transfer Station
1351 Pacheco Pass Hwy
Gilroy, CA 95020

LATE PAYMENT MAY RESULT IN AN INTERRUPTION OF SERVICE.
PAST DUE INVOICES MAY BE SUBJECT TO A LATE CHARGE
FOR EACH MONTH OR PART THEREOF THAT THE INVOICE IS
PAST DUE.

DATE	TICKET	TRUCK ID	REFERENCE	TON/YARD	DESCRIPTION	DOLLARS
10/11/2023	15214			1.00	Payment	-144778.32
Balance Forward:						\$0.00
10/04/2023	15180			1.00	Dollar Adjustment	60550.87
10/17/2023	15216			1.00	Dollar Adjustment	59162.43
Total Units: 2.00				Invoice Total: \$119,713.30		
Total Balance Due: \$119,713.30						

ACCOUNT AGING

0 - 30 Days	31 - 60 Days	61 - 90 Days	Over 90 Days	Total
\$119,713.30	\$0.00	\$0.00	\$0.00	\$119,713.30

Charge	Tons	Rate
\$59,162.43	2,160.79	\$ 27.38
\$70,404.66	2,571.39	\$ 27.38

Oct-2023 MSW Rate Per Ton

Recyclables Processing Component

Month	Tons	Cost/(Revenue)	\$/Ton
Nov-21	1,362.81	\$ 25,886.43	\$ 18.99
Dec-21	1,469.38	\$ 80,258.47	\$ 54.62
Jan-22	1,457.06	\$ 67,263.42	\$ 46.16
Feb-22	1,130.92	\$ 55,085.16	\$ 48.71
Mar-22	1,315.35	\$ 23,988.28	\$ 18.24
Apr-22	1,169.67	\$ 21,191.19	\$ 18.12
May-22	1,269.56	\$ 18,304.16	\$ 14.42
Jun-22	1,283.95	\$ 16,594.13	\$ 12.92
Jul-22	1,355.20	\$ 21,724.65	\$ 16.03
Aug-22	1,236.89	\$ 16,240.80	\$ 13.13
Sep-22	1,267.29	\$ 28,513.71	\$ 22.50
Oct-22	1,309.85	\$ 31,335.01	\$ 23.92
	15,627.93	\$ 406,385.41	\$ 26.00

Month	Tons	Cost/(Revenue)	\$/Ton
Nov-22	1,342.28	\$ 38,052.04	\$ 28.35
Dec-22	1,474.13	\$ 82,941.14	\$ 56.26
Jan-23	1,640.63	\$ 109,899.22	\$ 66.99
Feb-23	1,119.13	\$ 27,644.79	\$ 24.70
Mar-23	1,605.80	\$ 79,077.22	\$ 49.24
Apr-23	1,213.83	\$ 26,131.55	\$ 21.53
May-23	1,430.09	\$ 39,773.63	\$ 27.81
Jun-23	1,368.32	\$ 38,677.82	\$ 28.27
Jul-23	1,278.89	\$ 34,866.55	\$ 27.26
Aug-23	1,371.61	\$ 37,965.18	\$ 27.68
Sep-23	1,269.10	\$ 28,803.01	\$ 22.70
Oct-23	1,200.32	\$ 26,060.93	\$ 21.71
	16,314.13	\$ 569,893.08	\$ 34.93

YOY% **34.35%**

Exceptional Costs



City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
Phone 408-779-7271
Fax 408-779-3117

www.morganhill.ca.gov

Recology South Valley
Attn: General Manager
1351 Pacheco Pass Highway
Gilroy, CA 95020

January 31, 2024

Dear Recology South Valley,

Per Section 6(K) of the Franchise Agreement between the City of Morgan Hill and Recology South Valley (Franchise Agreement), Morgan Hill has the option to submit a written funding request to go toward costs incurred by the City to comply with Local, Regional, State and Federal permits, laws, and/or regulations relating to the collection and/or management of trash or solid wastes. The City would like to request the following amount of funding in FY 2024/25:

Implementation Funding: \$560,355

This funding request is being made so that it may become effective on July 1 of this calendar year (2024). Once effective, per the Franchise Agreement, proportional payments shall be made by Recology South Valley to the City at the same time as the quarterly franchise fee payment, provided that the City has approved new maximum service rates that compensate Recology South Valley for the amounts requested in this letter as required by the Franchise Agreement. These payments should be made separately from the Franchise payment and indicate the purpose of the payment.

Sincerely,

A handwritten signature in blue ink, appearing to read "CT", with a horizontal line extending to the right.

Christina Turner
City Manager

cc: Chris Ghione, Public Services Director
Dat Nguyen, Finance Director
Tanya Carothers, Environmental Programs Administrator

COMPOST PROCUREMENT

Transaction Number	DATE	FARM	TONS	Yard	COST	Market Rate	Procurement Requirement Left
MORGAN HILL							
							659.5
2023-1-MH	7/18/2023	Famoso Hills Ranch LLC	660	1320	\$15,840.00	\$12/Yard	-0.5
TOTAL			660	1320	\$15,840.00		
				Deduct .5 ton \$	(\$12.00)		
				Morgan Hill Adjusted	\$15,828.00		

**RECOLOGY SOUTH VALLEY
CITY OF MORGAN HILL
RATES EFFECTIVE JULY 1, 2024**

DESCRIPTION	Current Rates	Add 5.07%	New Rates
<u>Residential Rates</u>			
BASIC SINGLE FAMILY	42.01	2.13	44.14
SGL FAM - NO STREET SWEEPING	41.49	2.10	43.59
HILLSIDE RESIDENTIAL	45.70	2.32	48.02
HILLSIDE RESIDENTIAL - NO SWEEPING	45.06	2.28	47.34
LOW INCOME	33.76	1.71	35.47
LOW INCOME - NO ST SWEEPING	33.34	1.69	35.03
EX YW CONTAINER RENT			
BULKY MATERIAL (1-3 ITEMS)	55.94	2.84	58.78
BULKY MATERIAL (EACH EXTRA ITEM)	22.35	1.13	23.48
SIDE/BACKYARD SERV	16.77	0.85	17.62
SIDE/BACKYARD SERV Disabled	FREE	FREE	FREE
TOTER RENTAL	7.10	0.36	7.46
RETURNED TRIP COLLECTION	43.77	2.22	45.99
 <u>Commercial Rates</u>			
1 CAN COMM (32 GALLON)	25.70	1.30	27.00
2 CANS COMM (64 GALLON)	42.12	2.14	44.26
3 CANS COMM (96 GALLON)	58.64	2.97	61.61
4 CANS COMM (128 GALLON)	75.16	3.81	78.97
5 CANS COMM (160 GALLON)	91.66	4.65	96.31
6 CANS COMM (192 GALLON)	108.21	5.49	113.70
7 CANS COMM (224 GALLON)	124.64	6.32	130.96
8 CANS COMM (256 GALLON)	141.12	7.15	148.27
9 CANS COMM (288 GALLON)	157.63	7.99	165.62
10 CANS COMM (320 GALLON)	174.12	8.83	182.95
1 CAN COMM (32 GALLON) w/cart	32.80	1.66	34.46
2 CANS COMM (64 GALLON) w/cart	49.22	2.50	51.72
3 CANS COMM (96 GALLON) w/cart	65.74	3.33	69.07
 ORGANICS			
32 GALLON 1 X WEEK	20.57	1.04	21.61
32 GALLON 2 X WEEK	39.00	1.98	40.98
32 GALLON 3 X WEEK	57.42	2.91	60.33
32 GALLON 4 X WEEK	75.84	3.85	79.69
32 GALLON 5 X WEEK	94.28	4.78	99.06
32 GALLON CONTAMINATED Recycle and Organics	43.77	2.22	45.99
64 GALLON 1 X WEEK	33.70	1.71	35.41
64 GALLON 2 X WEEK	63.90	3.24	67.14
64 GALLON 3 X WEEK	94.09	4.77	98.86
64 GALLON 4 X WEEK	124.30	6.30	130.60
64 GALLON 5 X WEEK	154.49	7.83	162.32
64 GALLON CONTAMINATED Recycle and Organics	43.77	2.22	45.99
96 GALLON 1 X WEEK	46.90	2.38	49.28
96 GALLON 2 X WEEK	88.94	4.51	93.45
96 GALLON 3 X WEEK	130.95	6.64	137.59
96 GALLON 4 X WEEK	172.98	8.77	181.75
96 GALLON 5 X WEEK	215.00	10.90	225.90
96 GALLON CONTAMINATED Recycle and Organics	43.77	2.22	45.99

**RECOLOGY SOUTH VALLEY
CITY OF MORGAN HILL
RATES EFFECTIVE JULY 1, 2024**

DESCRIPTION	Current Rates	Add 5.07%	New Rates
<u>Commercial Rates</u>			
GARBAGE			
1 YD 1 X WEEK	220.14	11.16	231.30
1 YD 2 X WEEK	417.40	21.16	438.56
1 YD 3 X WEEK	614.62	31.16	645.78
1 YD 4 X WEEK	811.89	41.16	853.05
1 YD 5 X WEEK	1,009.11	51.16	1,060.27
1 YD 6 X WEEK	1,204.89	61.09	1,265.98
2 YD 1 X WEEK	319.05	16.18	335.23
2 YD 2 X WEEK	604.92	30.67	635.59
2 YD 3 X WEEK	890.77	45.16	935.93
2 YD 4 X WEEK	1,176.65	59.66	1,236.31
2 YD 5 X WEEK	1,462.45	74.15	1,536.60
2 YD 6 X WEEK	1,746.22	88.53	1,834.75
1/2 3 YD 1 X WEEK (Grandfather)	231.06	11.71	242.77
3 YD 1 X WEEK	462.15	23.43	485.58
3 YD 2 X WEEK	880.07	44.62	924.69
3 YD 3 X WEEK	1,298.11	65.81	1,363.92
3 YD 4 X WEEK	1,715.98	87.00	1,802.98
3 YD 5 X WEEK	2,133.93	108.19	2,242.12
3 YD 6 X WEEK	2,551.87	129.38	2,681.25
4 YD 1 X WEEK	597.99	30.32	628.31
4 YD 2 X WEEK	1,136.44	57.62	1,194.06
4 YD 3 X WEEK	1,674.94	84.92	1,759.86
4 YD 4 X WEEK	2,213.45	112.22	2,325.67
4 YD 5 X WEEK	2,751.90	139.52	2,891.42
4 YD 6 X WEEK	3,290.39	166.82	3,457.21
6 YD 1 X WEEK	893.47	45.30	938.77
6 YD 2 X WEEK	1,709.89	86.69	1,796.58
6 YD 3 X WEEK	2,526.32	128.08	2,654.40
6 YD 4 X WEEK	3,342.78	169.48	3,512.26
6 YD 5 X WEEK	4,159.24	210.87	4,370.11
6 YD 6 X WEEK	4,975.66	252.27	5,227.93
SPECIAL COLLECTION	36.72	1.86	38.58
ORGANICS			
1 YD 1 X WEEK	176.11	8.93	185.04
1 YD 2 X WEEK	333.90	16.93	350.83
1 YD 3 X WEEK	491.69	24.93	516.62
1 YD 4 X WEEK	649.51	32.93	682.44
1 YD 5 X WEEK	807.29	40.93	848.22
1 YD 6 X WEEK	963.91	48.87	1,012.78
1 YD CONTAMINATED Recycle and Organics	55.04	2.79	57.83
2 YD 1 X WEEK	255.25	12.94	268.19
2 YD 2 X WEEK	483.93	24.54	508.47
2 YD 3 X WEEK	712.61	36.13	748.74
2 YD 4 X WEEK	941.32	47.72	989.04
2 YD 5 X WEEK	1,169.97	59.32	1,229.29
2 YD 6 X WEEK	1,396.98	70.83	1,467.81
2 YD CONTAMINATED Recycle and Organics	79.77	4.04	83.81
3 YD 1 X WEEK	369.73	18.75	388.48
3 YD 2 X WEEK	704.07	35.70	739.77
3 YD 3 X WEEK	1,038.48	52.65	1,091.13
3 YD 4 X WEEK	1,372.79	69.60	1,442.39
3 YD 5 X WEEK	1,707.15	86.55	1,793.70
3 YD 6 X WEEK	2,041.48	103.50	2,144.98
3 YD CONTAMINATED Recycle and Organics	115.54	5.86	121.40

**RECOLOGY SOUTH VALLEY
CITY OF MORGAN HILL
RATES EFFECTIVE JULY 1, 2024**

DESCRIPTION	Current Rates	Add 5.07%	New Rates
4 YD 1 X WEEK	478.40	24.25	502.65
4 YD 2 X WEEK	909.17	46.09	955.26
4 YD 3 X WEEK	1,339.95	67.94	1,407.89
4 YD 4 X WEEK	1,770.76	89.78	1,860.54
4 YD 5 X WEEK	2,201.52	111.62	2,313.14
4 YD 6 X WEEK	2,632.32	133.46	2,765.78
4 YD CONTAMINATED Recycle and Organics	149.50	7.58	157.08
6 YD 1 X WEEK	714.78	36.24	751.02
6 YD 2 X WEEK	1,367.91	69.35	1,437.26
6 YD 3 X WEEK	2,021.07	102.47	2,123.54
6 YD 4 X WEEK	2,674.22	135.58	2,809.80
6 YD 5 X WEEK	3,327.39	168.70	3,496.09
6 YD 6 X WEEK	3,980.53	201.81	4,182.34
6 YD CONTAMINATED Recycle and Organics	223.37	11.32	234.69
 <i>SPECIAL COLLECTION Per yard</i>	29.36	1.49	30.85
REGULAR COMPACTOR (PER YARD)	58.00	2.94	60.94
RECYCLE COMPACTOR (PER YARD)	34.28	1.74	36.02
SUPER COMPACTOR (PER YARD)	115.97	5.88	121.85
20 YARD DEBRIS BOX	638.33	32.36	670.69
35 YARD DEBRIS BOX	911.92	46.23	958.15
40 YARD DEBRIS BOX	1,063.97	53.94	1,117.91
<i>ORGANICS</i>			
20 YARD DEBRIS BOX	510.67	25.89	536.56
35 YARD DEBRIS BOX	729.53	36.99	766.52
40 YARD DEBRIS BOX	851.18	43.15	894.33
<i>Debris Box Contaminated</i>			
20 YARD DEBRIS BOX Contaminated	638.33	32.36	670.69
35 YARD DEBRIS BOX Contaminated	911.92	46.23	958.15
40 YARD DEBRIS BOX Contaminated	1,063.97	53.94	1,117.91
<i>Debris Box Return Trip Fee</i>	82.44	4.18	86.62
PERM RENTAL	338.19	17.15	355.34
PERM DISPOSAL (PER YARD)	31.81	1.61	33.42
CARDBOARD COMPACTOR w/ garbage service	FREE	FREE	FREE
20 YARD CARDBOARD w/ garbage service	FREE	FREE	FREE
40 YARD CARDBOARD w/ garbage service	FREE	FREE	FREE
20 YARD OTHER RECYCLABLES	326.29	16.54	342.83
40 YARD OTHER RECYCLABLES	543.86	27.57	571.43
20 YARD DEBRIS BOX HILLSIDE	795.90	40.35	836.25
40 YARD DEBRIS BOX HILLSIDE	1,220.94	61.90	1,282.84
 <u>Compactor Front Loader Service</u>			
2 YARD COMPACTOR 1 X WEEK	502.68	25.49	528.17
2 YARD COMPACTOR 2 X WEEK	1,005.34	50.97	1,056.31
2 YARD COMPACTOR 3 X WEEK	1,508.01	76.46	1,584.47
3 YARD COMPACTOR 1 X WEEK	754.02	38.23	792.25
3 YARD COMPACTOR 2 X WEEK	1,508.01	76.46	1,584.47
 <u>Super Compactor Front Loader Service</u>			
2 YARD COMPACTOR 1 X WEEK	1,005.12	50.96	1,056.08
2 YARD COMPACTOR 2 X WEEK	2,010.22	101.92	2,112.14
2 YARD COMPACTOR 3 X WEEK	3,015.34	152.88	3,168.22
3 YARD COMPACTOR 1 X WEEK	1,507.65	76.44	1,584.09
3 YARD COMPACTOR 2 X WEEK	3,015.34	152.88	3,168.22
 <u>Special Street Sweeping</u>			
M-F 8:00AM-5:00PM (PER HOUR)	82.44	4.18	86.62
ALL OTHER HOURS (MINIMUM + HOURLY)	549.60	27.86	577.46

RESOLUTION NO. 24-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING AN ADJUSTMENT IN SOLID WASTE COLLECTION RATES FOR 2024

WHEREAS, the City of Morgan Hill (the "City") has approved a franchise agreement with Recology South Valley ("Recology") that establishes a methodology for regulating the maximum rates that Recology can charge to Morgan Hill customers; and

WHEREAS, Recology has submitted an application for a rate adjustment that substantially complies with the methodology in the Agreement; and

WHEREAS, the cost of living, as indicated by the consumer price index, the cost of solid waste disposal, and the cost of recyclables processing have changed during the past year causing an increase in the cost of providing service; and

WHEREAS, the City has requested collection of funds to support City efforts related to compliance with Local, Regional, State, or Federal permits, laws, and/or regulations that are associated with the collection and/or management of trash or solid wastes; and

WHEREAS, Recology has agreed to provide notice in their next garbage billing explaining the rate adjustment process; and

WHEREAS, further reasons supporting the rate adjustment described in, and that is the subject of, this Resolution are set forth in detail in that certain City Council Staff Report entitled "Approve Solid Waste Management Rate Adjustment for 2024" submitted for City Council consideration at its meeting of April 24, 2024, submitted to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, the activities allowed under this Resolution do not constitute a project under the provisions of 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 date the City Council conducted a duly noticed public meeting at which the City Council provided members of the public an opportunity to comment and be heard and considered any and all testimony and other evidence provided in connection with the adoption of this Resolution; and

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

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

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

Section 2. Approval and Authorization. The City Council does further resolve, order and/or direct that Recology South Valley is hereby authorized to adjust their rates up to the maximum levels listed on the rate schedule attached hereto as Exhibit A.

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 24th day of April 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 the 24th day of April 2024.

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

DATE: _____

Michelle Bigelow, CITY CLERK

EXHIBIT A

See Following Pages

**RECOLOGY SOUTH VALLEY
CITY OF MORGAN HILL
RATES EFFECTIVE JULY 1, 2024**

DESCRIPTION	Current Rates	Add 5.07%	New Rates
<u>Residential Rates</u>			
BASIC SINGLE FAMILY	42.01	2.13	44.14
SGL FAM - NO STREET SWEEPING	41.49	2.10	43.59
HILLSIDE RESIDENTIAL	45.70	2.32	48.02
HILLSIDE RESIDENTIAL - NO SWEEPING	45.06	2.28	47.34
LOW INCOME	33.76	1.71	35.47
LOW INCOME - NO ST SWEEPING	33.34	1.69	35.03
EX YW CONTAINER RENT			
BULKY MATERIAL (1-3 ITEMS)	55.94	2.84	58.78
BULKY MATERIAL (EACH EXTRA ITEM)	22.35	1.13	23.48
SIDE/BACKYARD SERV	16.77	0.85	17.62
SIDE/BACKYARD SERV Disabled	FREE	FREE	FREE
TOTER RENTAL	7.10	0.36	7.46
RETURNED TRIP COLLECTION	43.77	2.22	45.99
<u>Commercial Rates</u>			
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6 CANS COMM (192 GALLON)	108.21	5.49	113.70
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3 CANS COMM (96 GALLON) w/cart	65.74	3.33	69.07
<u>ORGANICS</u>			
32 GALLON 1 X WEEK	20.57	1.04	21.61
32 GALLON 2 X WEEK	39.00	1.98	40.98
32 GALLON 3 X WEEK	57.42	2.91	60.33
32 GALLON 4 X WEEK	75.84	3.85	79.69
32 GALLON 5 X WEEK	94.28	4.78	99.06
32 GALLON CONTAMINATED Recycle and Organics	43.77	2.22	45.99
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64 GALLON 2 X WEEK	63.90	3.24	67.14
64 GALLON 3 X WEEK	94.09	4.77	98.86
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64 GALLON 5 X WEEK	154.49	7.83	162.32
64 GALLON CONTAMINATED Recycle and Organics	43.77	2.22	45.99
96 GALLON 1 X WEEK	46.90	2.38	49.28
96 GALLON 2 X WEEK	88.94	4.51	93.45
96 GALLON 3 X WEEK	130.95	6.64	137.59
96 GALLON 4 X WEEK	172.98	8.77	181.75
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**RECOLOGY SOUTH VALLEY
CITY OF MORGAN HILL
RATES EFFECTIVE JULY 1, 2024**

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1 YD 4 X WEEK	811.89	41.16	853.05
1 YD 5 X WEEK	1,009.11	51.16	1,060.27
1 YD 6 X WEEK	1,204.89	61.09	1,265.98
2 YD 1 X WEEK	319.05	16.18	335.23
2 YD 2 X WEEK	604.92	30.67	635.59
2 YD 3 X WEEK	890.77	45.16	935.93
2 YD 4 X WEEK	1,176.65	59.66	1,236.31
2 YD 5 X WEEK	1,462.45	74.15	1,536.60
2 YD 6 X WEEK	1,746.22	88.53	1,834.75
1/2 3 YD 1 X WEEK (Grandfather)	231.06	11.71	242.77
3 YD 1 X WEEK	462.15	23.43	485.58
3 YD 2 X WEEK	880.07	44.62	924.69
3 YD 3 X WEEK	1,298.11	65.81	1,363.92
3 YD 4 X WEEK	1,715.98	87.00	1,802.98
3 YD 5 X WEEK	2,133.93	108.19	2,242.12
3 YD 6 X WEEK	2,551.87	129.38	2,681.25
4 YD 1 X WEEK	597.99	30.32	628.31
4 YD 2 X WEEK	1,136.44	57.62	1,194.06
4 YD 3 X WEEK	1,674.94	84.92	1,759.86
4 YD 4 X WEEK	2,213.45	112.22	2,325.67
4 YD 5 X WEEK	2,751.90	139.52	2,891.42
4 YD 6 X WEEK	3,290.39	166.82	3,457.21
6 YD 1 X WEEK	893.47	45.30	938.77
6 YD 2 X WEEK	1,709.89	86.69	1,796.58
6 YD 3 X WEEK	2,526.32	128.08	2,654.40
6 YD 4 X WEEK	3,342.78	169.48	3,512.26
6 YD 5 X WEEK	4,159.24	210.87	4,370.11
6 YD 6 X WEEK	4,975.66	252.27	5,227.93
SPECIAL COLLECTION	36.72	1.86	38.58
ORGANICS			
1 YD 1 X WEEK	176.11	8.93	185.04
1 YD 2 X WEEK	333.90	16.93	350.83
1 YD 3 X WEEK	491.69	24.93	516.62
1 YD 4 X WEEK	649.51	32.93	682.44
1 YD 5 X WEEK	807.29	40.93	848.22
1 YD 6 X WEEK	963.91	48.87	1,012.78
1 YD CONTAMINATED Recycle and Organics	55.04	2.79	57.83
2 YD 1 X WEEK	255.25	12.94	268.19
2 YD 2 X WEEK	483.93	24.54	508.47
2 YD 3 X WEEK	712.61	36.13	748.74
2 YD 4 X WEEK	941.32	47.72	989.04
2 YD 5 X WEEK	1,169.97	59.32	1,229.29
2 YD 6 X WEEK	1,396.98	70.83	1,467.81
2 YD CONTAMINATED Recycle and Organics	79.77	4.04	83.81
3 YD 1 X WEEK	369.73	18.75	388.48
3 YD 2 X WEEK	704.07	35.70	739.77
3 YD 3 X WEEK	1,038.48	52.65	1,091.13
3 YD 4 X WEEK	1,372.79	69.60	1,442.39
3 YD 5 X WEEK	1,707.15	86.55	1,793.70
3 YD 6 X WEEK	2,041.48	103.50	2,144.98
3 YD CONTAMINATED Recycle and Organics	115.54	5.86	121.40

**RECOLOGY SOUTH VALLEY
CITY OF MORGAN HILL
RATES EFFECTIVE JULY 1, 2024**

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4 YD 1 X WEEK	478.40	24.25	502.65
4 YD 2 X WEEK	909.17	46.09	955.26
4 YD 3 X WEEK	1,339.95	67.94	1,407.89
4 YD 4 X WEEK	1,770.76	89.78	1,860.54
4 YD 5 X WEEK	2,201.52	111.62	2,313.14
4 YD 6 X WEEK	2,632.32	133.46	2,765.78
4 YD CONTAMINATED Recycle and Organics	149.50	7.58	157.08
6 YD 1 X WEEK	714.78	36.24	751.02
6 YD 2 X WEEK	1,367.91	69.35	1,437.26
6 YD 3 X WEEK	2,021.07	102.47	2,123.54
6 YD 4 X WEEK	2,674.22	135.58	2,809.80
6 YD 5 X WEEK	3,327.39	168.70	3,496.09
6 YD 6 X WEEK	3,980.53	201.81	4,182.34
6 YD CONTAMINATED Recycle and Organics	223.37	11.32	234.69
 <i>SPECIAL COLLECTION Per yard</i>	 29.36	 1.49	 30.85
REGULAR COMPACTOR (PER YARD)	58.00	2.94	60.94
RECYCLE COMPACTOR (PER YARD)	34.28	1.74	36.02
SUPER COMPACTOR (PER YARD)	115.97	5.88	121.85
20 YARD DEBRIS BOX	638.33	32.36	670.69
35 YARD DEBRIS BOX	911.92	46.23	958.15
40 YARD DEBRIS BOX	1,063.97	53.94	1,117.91
<i>ORGANICS</i>			
20 YARD DEBRIS BOX	510.67	25.89	536.56
35 YARD DEBRIS BOX	729.53	36.99	766.52
40 YARD DEBRIS BOX	851.18	43.15	894.33
<i>Debris Box Contaminated</i>			
20 YARD DEBRIS BOX Contaminated	638.33	32.36	670.69
35 YARD DEBRIS BOX Contaminated	911.92	46.23	958.15
40 YARD DEBRIS BOX Contaminated	1,063.97	53.94	1,117.91
<i>Debris Box Return Trip Fee</i>	82.44	4.18	86.62
PERM RENTAL	338.19	17.15	355.34
PERM DISPOSAL (PER YARD)	31.81	1.61	33.42
CARDBOARD COMPACTOR w/ garbage service	FREE	FREE	FREE
20 YARD CARDBOARD w/ garbage service	FREE	FREE	FREE
40 YARD CARDBOARD w/ garbage service	FREE	FREE	FREE
20 YARD OTHER RECYCLABLES	326.29	16.54	342.83
40 YARD OTHER RECYCLABLES	543.86	27.57	571.43
20 YARD DEBRIS BOX HILLSIDE	795.90	40.35	836.25
40 YARD DEBRIS BOX HILLSIDE	1,220.94	61.90	1,282.84
 <u>Compactor Front Loader Service</u>			
2 YARD COMPACTOR 1 X WEEK	502.68	25.49	528.17
2 YARD COMPACTOR 2 X WEEK	1,005.34	50.97	1,056.31
2 YARD COMPACTOR 3 X WEEK	1,508.01	76.46	1,584.47
3 YARD COMPACTOR 1 X WEEK	754.02	38.23	792.25
3 YARD COMPACTOR 2 X WEEK	1,508.01	76.46	1,584.47
 <u>Super Compactor Front Loader Service</u>			
2 YARD COMPACTOR 1 X WEEK	1,005.12	50.96	1,056.08
2 YARD COMPACTOR 2 X WEEK	2,010.22	101.92	2,112.14
2 YARD COMPACTOR 3 X WEEK	3,015.34	152.88	3,168.22
3 YARD COMPACTOR 1 X WEEK	1,507.65	76.44	1,584.09
3 YARD COMPACTOR 2 X WEEK	3,015.34	152.88	3,168.22
 <u>Special Street Sweeping</u>			
M-F 8:00AM-5:00PM (PER HOUR)	82.44	4.18	86.62
ALL OTHER HOURS (MINIMUM + HOURLY)	549.60	27.86	577.46

CITY COUNCIL STAFF REPORT

MEETING DATE: April 24, 2024

PREPARED BY:

Kim Mancera, Deputy City Clerk

APPROVED BY: City Manager

ADOPT ORDINANCE NO. 2353, NEW SERIES, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF MORGAN HILL AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

RECOMMENDATION(S)

Waive the reading, adopt Ordinance No. 2353, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Fostering a Positive Organizational Culture

2024-2025 Strategic Priorities

Fiscal Sustainability

REPORT NARRATIVE:

On March 6, 2024, the City Council introduced Ordinance No. 2353 New Series by the following roll call vote: AYES: Turner, Libreros, Borgioli, Martinez Beltran, Spring; NOES: None; ABSTAIN: None; ABSENT: None.

During the 2023 negotiations with the Labor Unions, it was agreed that the City would amend the CalPERS contract to allow military service credit to count towards service credit for members in the miscellaneous retirement group. This benefit is currently available for members of the safety retirement group.

Section 21024 Military Service Credit as Public Service

A member may elect to purchase up to four years of service credit for any active military or merchant marine service before employment. The benefit applies only to active members while in employment with an employer providing this benefit in its contract.

The process is for the City Council to adopt a Resolution of Intention and introduce the ordinance, amending its contract with the California Public Employees Retirement System (CalPERS). The final ordinance is now returning to the Council for approval and adoption. The effective date of the ordinance will be 30 days following the date of

adoption. The effective date of the CalPERS amendment to the contract will be the pay period beginning May 26, 2024. The amended provision is included in the attached exhibit to the ordinance in Item A.12.e., "Section 21024 (Military Service Credit as Public Service) for local miscellaneous members and local police members only."

COMMUNITY ENGAGEMENT:

Inform

ALTERNATIVE ACTIONS:

Not Applicable

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On March 6, 2024, the Council adopted the resolution of intention and introduced the ordinance to amend the CalPERS contract.

On May 18, 2022, the Council adopted ordinance 2334, new series, authorizing an amendment to the contract between the City of Morgan Hill and the Board of Administration of the California Public Employees' Retirement System in order to implement the pension cost share provision in accordance with California Government Code section 20516.

FISCAL AND RESOURCE IMPACT:

No immediate cost to the City but potential costs will emerge in future valuations and will be incorporated in the City budget as appropriate.

CEQA (California Environmental Quality Act):

Not a Project- Amendment of the City's contract with CalPERS is an administrative activity that will not have a foreseeable impact on the environment.

ORDINANCE NO. 2353, NEW SERIES

**AN ORDINANCE OF THE CITY OF MORGAN HILL
AUTHORIZING AN AMENDMENT TO THE CONTRACT
BETWEEN THE CITY OF MORGAN HILL AND THE
BOARD OF ADMINISTRATION OF THE CALIFORNIA
PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

**THE CITY COUNCIL OF THE CITY OF MORGAN HILL, CALIFORNIA
DOES ORDAIN AS FOLLOWS:**

SECTION 1: That an amendment to the contract between the City of Morgan Hill and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

SECTION 2: The City Manager or their designee is authorized, empowered, and directed to execute said amendment for and on behalf of the City of Morgan Hill.

SECTION 3: This ordinance shall take effect thirty (30) days after the date of its passage and adoption. The City Clerk is hereby directed to publish in full or summary this ordinance pursuant to §36933 of the Government Code in a newspaper of general circulation in the City of Morgan Hill.

**THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE
CITY COUNCIL HELD ON THE 6th DAY OF MARCH, 2024, AND WAS FINALLY
ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE 24TH DAY OF
APRIL, 2024, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN
ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:**

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

APPROVED:

ATTEST:

MARK TURNER, Mayor

MICHELLE BIGELOW, City Clerk

∞ **CERTIFICATE OF THE CITY CLERK** ∞

I, MICHELLE BIGELOW, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 2353, New Series, adopted by the City Council of the City of Morgan Hill, California the meeting held on this 24th day of April, 2024 and has been published pursuant to Government Code.

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

DATE: _____

MICHELLE BIGELOW, City Clerk



California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Morgan Hill

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective March 1, 1964, and witnessed January 8, 1964, and as amended effective June 1, 1972, May 1, 1976, January 1, 1977, December 17, 1981, August 1, 1982, August 16, 1983, July 1, 1988, January 7, 1990, April 29, 1990, August 17, 1991, June 21, 1997, April 17, 1999, February 20, 2000, July 1, 2002, June 18, 2006, April 19, 2020, and June 26, 2022, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 17 are hereby stricken from said contract as executed effective June 26, 2022, and hereby replaced by the following paragraphs numbered 1 through 17 inclusive:
 - 1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members, and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after March 1, 1964, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions; or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members in employment before and not on or after June 18, 2006, shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to September 30, 1975, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
7. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members in employment on or after June 18, 2006, shall be determined in accordance with Section 21354.4 of said Retirement Law, subject to the reduction provided therein for service prior to September 30, 1975, termination of Social Security, for members whose service has been included in Federal Social Security (2.5% at age 55 Full and Modified).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local fire member shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local police member shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
12. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21574 (Fourth Level of 1959 Survivor Benefits).

- b. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members only.
- c. Section 20042 (One-Year Final Compensation) for classic members only.
- d. Section 20965 (Credit for Unused Sick Leave).
- e. Section 21024 (Military Service Credit as Public Service) for local miscellaneous members and local police members only.
- f. Section 20516 (Employees Sharing Additional Cost):

From and after April 19, 2020, 3.604% for local miscellaneous members in the Morgan Hill Police Officers' Association, Community Service Officers' Association and American Federation of State, County, and Municipal Employees; 6.120% for classic local safety members in the Morgan Hill Police Officers' Association; and 1.329% for new local safety members in the Morgan Hill Police Officers' Association.

From and after April 19, 2020, and until June 26, 2022, 3.604% for local miscellaneous members in the Unrepresented Management group.

From and after June 26, 2022, 6.12% for local miscellaneous members in the Unrepresented Management group.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

- 13. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on August 16, 1983. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
- 14. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

15. Public Agency shall also contribute to said Retirement System as follows:
- a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
16. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
17. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF MORGAN HILL

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

CITY COUNCIL STAFF REPORT

MEETING DATE: April 24, 2024

PREPARED BY:

Chris Ghione, Public Services Director

APPROVED BY: City Manager

APPROVE LEADERSHIP MORGAN HILL PROJECT AT THE COMMUNITY AND CULTURAL CENTER

RECOMMENDATION(S)

1. Approve Leadership Morgan Hill project at the Community and Cultural Center to improve splash pad area: and
2. Authorize the City Manager to execute agreements as needed with Leadership Morgan Hill and associated contractors to complete the installation.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Maintaining and Enhancing Infrastructure

Supporting our Youth, Seniors, and Entire Community

2024-2025 Strategic Priorities

Fiscal Sustainability

Community Engagement

Healthy Community

Guiding Documents

Bikeways, Trails, and Recreation Master Plan

REPORT NARRATIVE:

The 2024 Class of Leadership Morgan Hill (LMH) has reached out to the City looking to coordinate their annual class project. Each year Leadership Morgan Hill hosts a leadership class for community members specific to Morgan Hill. Part of completion of the program requires the class to complete a public service project. The class of 2024 has proposed the development and construction of improvements to the Community and Cultural Center adjacent to the Splash Pad area and Downtown Amphitheater. The proposed improvements include:

- Relocation of existing benches & installation of 5 concrete picnic tables
- Planting of 2 new trees, consistent with existing trees
- Animal Sculpture

- Freestanding plaque on rock with LMH and sponsor details
- Single row of bricks for sponsors, colored to be discreet and match overall aesthetic

The class has prepared a presentation (Attachment 1) which includes location information, renderings, and other information on the proposed project. The proposed design for the area was completely created by the class with input from City staff. It is believed the project will be a significant benefit to the City, through regular use by visitors and to generate revenue through rental of the area. The class has coordinated with the Chamber of Commerce on the project in relation to the Friday Night Music Series, which occurs at the Downtown Amphitheater.

The class intends to raise over \$10,000 in funds and provide significant volunteer service to complete this project. To recognize those supporting the project, the Class has proposed installation of engraved pavers next to the project on the border of the grass area.

On April 16, 2024, the Parks and Recreation Commission reviewed and recommended approval of the project.

COMMUNITY ENGAGEMENT:

Empower

The project was brought forward by community members enrolled in Leadership Morgan Hill (Class) and will be implemented by these community members.

ALTERNATIVE ACTIONS:

As an alternative to approving the project, the Council may choose to approve the project with specific changes and requirements as designated by the Council. The Council could also choose not to approve the project.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City has worked with Leadership Morgan Hill on various class projects over the last two decades. The City Council has most recently approved the utility box art project conducted in 2018, the installation of artistic bike racks in the Downtown in 2019, Monument and Bike Safety signs in 2022, and renovation and artwork additions at the Community Park Stage area in 2023.

FISCAL AND RESOURCE IMPACT:

The installation of the project is not anticipated to create significant ongoing operational expenses. If used as a rental area the City would receive thousands of dollars annually in net revenue.

CEQA (California Environmental Quality Act):

Categorical Exemption

Minor alterations to existing City facilities falls within the CEQA categorical exemption of Class 1, Existing Facilities.

LMH Class of '24 Project

April 16, 2024

Overview

- Improve existing splash zone at CCC to increase usability and add points of interest
- Add seating and surrounding items to improve experience at Friday concert series, family summer splash activities, etc.
- Area can be rented by the city for events/parties, offsetting cost

Current



Future

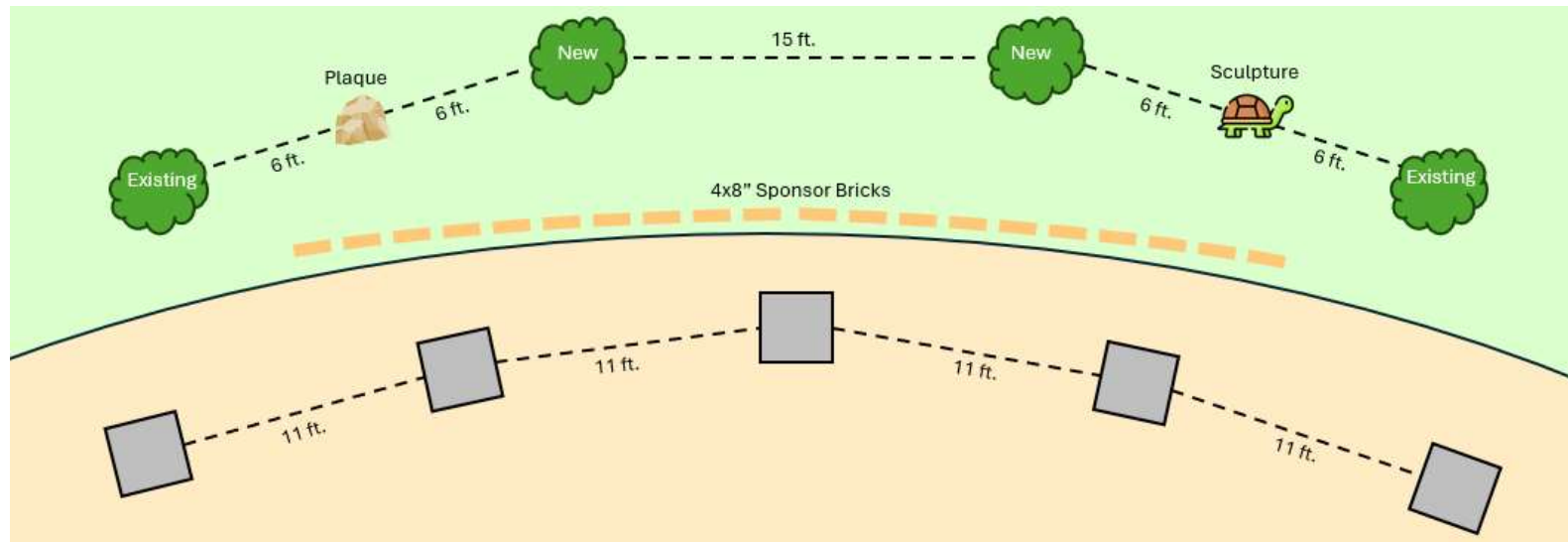


Project Scope

- Relocation of existing benches & installation of 5 concrete picnic tables
- Planting of 2 new trees (London Plane), consistent with existing trees
- Animal Sculpture
- Freestanding plaque on rock with LMH and sponsor details
- Single row of bricks for sponsors, colored to be discreet and match overall aesthetic



Proposed Layout



Schedule and Activities

- ***Project expected completion by 9/2024***
 - Best case timeline is early August
- Ordering & Delivery
 - Tables – can be delivered by end of July
 - Trees – donated locally by Devil Mountain Nursery
 - Animal Sculpture – available from nearby vendor
 - Plaque – stone in possession, 10x14” plaque to be designed/ordered
- Installation Activities
 - Table and tree installation to be performed by City, funded by class
 - Plaque, Turtle, and Brick installation to be performed by Pavers by Design

Questions?

CITY COUNCIL STAFF REPORT

MEETING DATE: April 24, 2024

PREPARED BY:

Matt Mahood, Economic Development Director

APPROVED BY: City Manager

INTRODUCE ORDINANCE REPEALING AND REPLACING CHAPTER 5.32 (MASSAGE ESTABLISHMENTS AND MASSAGE PROFESSIONALS PERMIT REQUIREMENTS) OF TITLE 5 (BUSINESS LICENSES GENERALLY) ESTABLISHING A PERMITTING PROCEDURE FOR MASSAGE THERAPY ESTABLISHMENTS AND SERVICES

RECOMMENDATION(S)

1. Waive first and second reading of the Ordinance; and
2. Introduce new Ordinance replacing Chapter 5.32 (Massage Establishments and Massage Professionals Permit Requirements).

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Preserving and Cultivating Public Trust

Guiding Documents

Economic Blueprint

Public Safety Master Plan

REPORT NARRATIVE:

Policy Consideration:

Should the City of Morgan Hill improve the permitting process to require certain qualifications for massage establishments?

Background

The City of Morgan Hill has seen a significant increase in the number of massage businesses within the City. In 2022, the City received complaints related to illegal activity occurring at certain massage establishments in Morgan Hill. Over the last year, the Police Department, Code Compliance, and the Economic Development Department have been working with the City Attorney's Office to evaluate best practices to improve the permitting and regulation of massage establishments in the City of Morgan Hill. To support better oversight of massage establishments, staff recommends the repealing

and replacement of Chapter 5.32 (Massage Establishments and Massage Professionals Permit Requirements) of Title V (Business Licenses Generally) to establish a permitting procedure for massage therapy establishments and services. The proposed changes will establish new permitting guidelines aligned with the California Massage Council and will help the City combat prostitution, human trafficking, and other illegal activity.

Proposed Ordinance

The purpose of the Ordinance amends the permitting process to ensure certain building, sanitation, and operational standards for massage establishment businesses are followed. The new requirements include:

- Thorough background checks for business owners and individual massage therapists, including California Massage Therapy Council (CAMTC) certifications for each therapist.
- Front storefront windows may not be blocked through the use of curtains, blinds, or tints, and must offer visibility into the premises at all times.
- The revocation of a massage permit shall result in an immediate cease of operations by the massage establishment and will disqualify the massage owner from being issued a future massage establishment permit in the City of Morgan Hill.
- A final order to revoke a massage permit can result in a moratorium period where no other massage establishment shall be permitted to operate at that location by any person for a period of not less than five years.

The new permitting process would require massage establishment operators to first obtain a Massage Establishment Permit from the Police Department. All establishments are required to obtain a Business License and comply with all applicable laws including but not limited to the City's building, fire, zoning, and health regulations. Any massage establishment operated, managed, or maintained contrary to the provisions of this policy shall be, and the same is hereby declared to be, unlawful and a public nuisance.

In addition to the new permitting process, to ensure compliance, Code Enforcement and the Police Department will perform regular inspections of the massage establishments.

To ensure new massage establishments currently applying for Business Licenses follow the new regulatory procedure, in March 2024, the City created a new Permits for Massage Establishments Policy outlining the proposed permitting procedure staff proposes to codify in the changes to Chapter 5.32 of the Municipal Code. Economic Development staff issued electronic and paper notices to all establishments and property owners alerting them of the proposed changes and inviting them to participate at the Council hearing.

COMMUNITY ENGAGEMENT:

Inform

On March 20, 2024, the Economic Development team emailed all existing massage establishment owners and shopping center property owners who have an existing massage establishment located within their property. The communication included a

copy of the new administrative policy, the proposed new regulations that may go into effect July 1, 2024, and a copy of the new massage establishment permit application.

On Monday, March 25, 2024, a hard copy of the notice and corresponding documents was also sent via US Mail to the addresses of all existing massage establishments and the property tax assessment addresses of all property owners where a massage establishment is currently operating.

On March 7, 2024, and on April 4, 2024, City Manager Christina Turner included this topic in her City Manager update at the Morgan Hill Chamber Breakfast.

On April 12 and April 19, 2024, information on the proposed ordinance update was included in the City 411 communication.

ALTERNATIVE ACTIONS:

The City Council may choose not to make any changes to Chapter 5.32 of the Municipal Code or may choose to modify staff's recommendations for new permitting process.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On December 5, 2018, the City Council adopted the Massage Establishment Fees.

FISCAL AND RESOURCE IMPACT:

Costs of the permitting and inspection are covered in the initial permit application and renewal fees. These fees are updated every year on July 1st.

CEQA (California Environmental Quality Act):

Not a Project - This is a regulatory action that will not have any foreseeable impact on the environment.

**AN ORDINANCE OF THE CITY OF MORGAN
HILL REPEALING AND REPLACING
CHAPTER 5.32 (MESSAGE ESTABLISHMENTS
AND MESSAGE PROFESSIONALS PERMIT
REQUIREMENTS) OF TITLE 5 (BUSINESS
LICENSES GENERALLY) TO ESTABLISH A
PERMITTING PROCEDURE FOR MESSAGE
THERAPY ESTABLISHMENTS AND SERVICES.**

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

Section 1. Chapter 5.32 (Message Establishments) of Title 5 (Business Licenses Generally) is hereby repealed in its entirety.

Section 2. Chapter 5.32 (Message Establishments and Message Professionals Permit Requirements) of Title 5 (Business Licenses Generally) is hereby added as follows:

**Chapter 5.32. MESSAGE ESTABLISHMENTS AND MESSAGE PROFESSIONALS
PERMIT REQUIREMENTS**

5.32.010. Purpose and intent.

In enacting this chapter, the City Council recognizes that massage therapy is a professional pursuit which can offer the public valuable health and therapeutic services, but that unless properly regulated, the practice of massage therapy and the operation of massage businesses may be associated with unlawful activity and pose a threat to the quality of life in the local community. It is the purpose and intent of this chapter to provide for the orderly regulation of offices and establishments providing massage therapy services, and to prevent and discourage the misuse of massage therapy as a front for human trafficking, prostitution, and related activities in violation of state law, all in the interests of the public health, safety, and welfare, by providing certain minimum building, sanitation, and operation standards for such businesses, and by requiring certain minimum qualifications for the operators and practitioners of such businesses. It is the further intent of this chapter to streamline local massage therapy permitting procedures, while still facilitating and advancing the ethical practice of massage therapy, by relying upon the uniform statewide regulations enacted by the Legislature in 2008 as Business and Professions Code Sections 4600 *et seq.*, known as the Massage Therapy Act, as subsequently amended, and by restricting the commercial practice of massage in the city to those persons duly certified to practice by the California Massage Therapy Council formed pursuant to those statutes.

5.32.020. Definitions.

For the purpose of this chapter, unless the context clearly requires a different meaning, the words, terms, and phrases set forth in this section shall have the meanings that are given them in this section:

- (a) “Authorized massage professional” means a massage professional who is identified in a permit issued pursuant to this chapter as a person employed or retained by a massage establishment to practice massage.
- (b) “California Massage Therapy Council” or “CAMTC” means the massage therapy organization formed pursuant to Business and Professions Code Section 4600 *et seq.*
- (c) “CAMTC-certified massage professional” means any individual currently certified by the California Massage Therapy Council as a massage therapist or massage practitioner pursuant to Business and Professions Code Section 4600 *et seq.*
- (d) “City Manager” means the city manager of the City of Morgan Hill or his or her designee.
- (e) “Compensation” means the payment, loan, advance, donation, contribution, deposit, exchange, or gift of money or anything of value.
- (f) “Employee” means any person employed by a massage business who may render any service to the business, and who receives any form of compensation from the business, including but not limited to an independent contractor.
- (g) “Inspector” means the person or persons designated by the city to conduct any inspections required or permitted under this chapter.
- (h) “Massage,” “massage therapy,” and/or “bodywork” for purposes of this chapter mean the skillful application of touch, including but not limited to, pressure, stroking, kneading, compression on or movement of the external surfaces of the body by a practitioner to produce increased awareness, relaxation, pain relief, injury rehabilitation, or neuromuscular reeducation.
- (i) “Massage establishment” means any business that offers massage therapy, baths or health treatments including, but not limited to, aromatherapy, vapor, shower, electric tub, sponge, hot towels, mineral fermentation, sauna, steam or any other type of bath, involving massages or baths in exchange for compensation. Home-based massage businesses and businesses that provide outcall massage services are also considered to be massage establishments. For purposes of this chapter, the term “massage establishment” may be applied to include establishments which offer or advertise themselves as providing “relaxation” or “tanning” where the essential nature of the interaction between the employee and the customer involves “massage” as defined herein. The terms, names or phrases listed on business license or fictitious name application forms are not necessarily conclusive as to the nature of the business.

- (j) “Massage establishment permit” means a permit to operate a “Massage establishment” as provided in this Chapter.
- (k) “Operator” or “massage establishment operator” means any person who is an owner or manager of a massage establishment.
- (l) “Outcall massage service” means the engaging in or carrying on of massage therapy for compensation at locations other than a massage establishment at a fixed location.
- (m) “Owner” or “massage establishment owner” means any of the following persons:
 - (1) The sole proprietor of a sole proprietorship operating a massage establishment.
 - (2) Any general partner of a general or limited partnership that owns a massage establishment.
 - (3) Any person who has a ten percent or greater ownership interest in a corporation that owns a massage establishment.
 - (4) Any person who is a member of a limited liability company that owns a massage establishment.
 - (5) All owners of any other type of business association that owns a massage establishment.
- (n) “Patron” means an individual on the premises of a massage establishment for the purpose of receiving massage therapy.
- (o) “Person” means any individual, firm, association, partnership, corporation, joint venture, limited liability company, or combination of individuals.
- (p) “Police Chief” means the chief of police of the City of Morgan Hill or his or her designee charged with the administration of this chapter.
- (q) “Reception and waiting area” means an area immediately inside the main entry door of the massage establishment dedicated to the reception and waiting of patrons or visitors of the massage establishment and which is not a massage therapy room or otherwise used for the provision of massage therapy services.
- (r) “Sole proprietorship” means a massage establishment where the owner owns one hundred percent of the business and has one or no other employees or independent contractors.

- (s) “Visitor” means any individual not retained or employed by the massage establishment and not receiving or waiting to receive massage therapy services, but excluding law enforcement personnel or governmental officials performing governmental business.

5.32.030. Business license required.

The requirements of this chapter are in addition to any business license and business license tax requirements imposed pursuant to Chapter 5.04 of this code.

5.32.040. Other permits and authorizations required.

The requirements of this chapter are in addition to any permits or authorizations that may be required under other applicable laws including but not limited to the city’s building, fire, zoning, and health regulations.

5.32.050. Exemptions.

This chapter shall not apply to the following classes of individuals while engaged in the performance of the duties of their respective professions:

- (a) Physicians, surgeons, chiropractors, osteopaths, podiatrists, physical therapists, nurses, acupuncturists or any other person licensed to practice any healing art under the provisions of Division 2 (commencing with Section 500) of the Business and Professions Code when engaging in such practice within the scope of his or her license and persons working directly under the supervision of or at the direction of such licensed persons, working at the same location as the licensed person, and administering massage services subject to review or oversight by the licensed person.
- (b) Trainers of any amateur, semi-professional, or professional athlete or athletic team, so long as such persons do not practice massage therapy as their primary occupation at any location where they provide such services in the city.
- (c) Barbers, estheticians, and cosmetologists who are duly licensed under the laws of the State of California, while engaging in practices within the scope of their licenses.
- (d) Individuals administering massages or health treatments involving massage to persons participating in single-occurrence athletic, recreational, or educational events such as road races, track meets, triathlons, educational events, or conferences, provided that the event is open to the public or to a significant segment of the public such as employees of sponsoring or participating corporations, and the massage services are provided at the site of the event during, immediately preceding, or immediately following the event.

- (e) Somatic practitioners who use no physical touch of any kind at any time in their practice.
- (f) Enrolled students of a school of massage when they are performing massage within the city as part of a formal supervised internship or training program operated by the school, without compensation other than school credit, on the premises of a massage establishment duly authorized to operate pursuant to the terms of this chapter; and provided that the operator of the massage establishment has first notified the Police Chief in writing of the name, residence address, and school of the students and the dates of the trainings.

5.32.060. CAMTC certification required.

It shall be unlawful for any individual to practice massage therapy for compensation within the city unless that individual is a CAMTC-certified massage professional.

5.32.080. Massage establishment permit required—Prohibited conduct.

- (a) It is unlawful for any person to operate a massage establishment within the city without first obtaining a massage establishment permit from the Police Department of the City of Morgan Hill.
- (b) It shall be unlawful for a massage establishment operator to employ or retain any person to practice massage therapy for compensation, or to allow any person to perform massage therapy for compensation on the premises of a massage establishment, unless that person is a CAMTC-certified massage professional and unless that person is identified as an authorized massage professional on the permit issued pursuant to this chapter. For purposes of this chapter, a massage establishment operator “employs or retains” a person to practice massage therapy for compensation when:
 - (1) That person is a directly paid employee of the massage establishment; or
 - (2) That person’s association with a massage establishment is that of an independent contractor who receives compensation for massage therapy provided to patrons of the massage establishment; or
 - (3) That person receives a referral of patrons from the massage establishment and, at any time before or after the referral, arranges in any way for compensation to flow to the massage establishment operator.
- (c) It is unlawful for a massage establishment to operate under any name or conduct business under any designation not specified in the massage establishment permit issued pursuant to this chapter.

- (d) It is unlawful for a massage establishment to continue to operate following the sale or transfer of any interest in the massage establishment to a person who was not identified as an owner in the massage establishment permit application.

5.32.090. Permit application.

The owners of the massage establishment shall file an application for a permit on a form provided by the Police Chief. The application shall be accompanied by the fee established by the city's fee schedule. Any change in ownership or location requires a new application. The application shall include the following information:

- (a) The name, address, and telephone number of the massage establishment. It shall be the responsibility of each owner or operator to notify the city of any intention to rename, change management, or convey the business to another person within 7 days of the change.
- (b) The name, date of birth, residence address and telephone number, and business address and telephone number of each owner of the massage establishment.
- (c) The form of business under which the applicant will be conducting the massage establishment, i.e., corporation, general or limited partnership, limited liability company, or other form and the state of formation. If the applicant is a corporation, the name of the corporation shall be set forth exactly as shown in its articles of incorporation, together with the names and residence addresses of each of its officers, directors, and each shareholder holding more than ten percent of the stock of the corporation. If the applicant is a general or limited partnership, the application shall set forth the name and residence address of each of the partners, including limited partners. If one or more of the partners is a corporation, the provisions of this section pertaining to a corporate applicant shall apply. If the applicant is a limited liability company, the application shall set forth the name and residence address of each of the members. If one or more of the members is a partnership, limited liability company, or corporation, the provisions of this section pertaining to a partnership, limited liability company, or corporate applicant shall apply, as applicable.
- (d) The name, address, and telephone number of the owner of the real property upon, in, or from which the certified massage establishment is to be operated. In the event the applicant is not the legal owner of the property, the application shall be accompanied by a copy of any written lease between the applicant and the property owner authorizing use of the premises for a massage establishment, or, alternatively, if there is no written lease, then a written, notarized acknowledgment from the property owner that the property owner has been advised that a massage establishment will be operated by the applicant upon, in, or from the property owner's property.

- (e) If the massage establishment will be located on a property in a residential or commercial condominium or other common interest development, the applicant shall submit a notarized statement from the homeowner's association or condominium owner's association acknowledging that the association has been advised that a massage establishment will be operated by the applicant and that such use of the property is allowed by the property's covenants, codes, and restrictions.
- (f) A description of the proposed massage establishment, including the type of treatments to be administered.
- (g) The name and date of birth of each individual who the massage establishment employs or retains to perform massage therapy for compensation, whether on or off the massage establishment premises. It shall be the responsibility of each owner or operator to notify the city within seven days of any change in persons providing massage services and to provide copies of the state massage certification for all such persons to the city prior to such persons providing massage services.
- (h) The name of each individual who is regularly employed or retained by the massage establishment to perform services on the premises other than massage therapy, and the nature of their services.
- (i) For each individual who the massage establishment does or will employ or retain to perform massage therapy for compensation, whether on or off the massage establishment premises, a color copy of that individual's current certification from the CAMTC as a certified massage practitioner or certified massage therapist, and a color copy of his or her current CAMTC-issued identification card.
- (j) For each owner of the massage establishment who is a CAMTC-certified massage professional, a color copy of his or her current certification from the CAMTC as a certified massage practitioner or as a certified massage therapist and a color copy of his or her current CAMTC-issued identification card.
- (k) For each owner of the massage establishment who is not a CAMTC-certified massage professional, the following information:
 - (1) Whether any owner of the massage establishment has within the five years immediately preceding the date of application been convicted of any felony in any state.
 - (2) Whether any owner of the massage establishment is currently required to register under the provisions of Section 290 of the California Penal Code.

- (3) The business, occupation, and employment history of each owner of the massage establishment for five years preceding the date of application, and the inclusive dates of same.
- (4) One set of fingerprints to be taken at the permit authority, and any required fee for such fingerprinting shall be paid by the applicant.
- (l) Provide a complete massage permit history including whether any license or permit has ever been issued to the applicant by any jurisdiction under the provisions of any ordinance or statute governing massage or somatic practice, and as to any such license or permit, the name and address of the issuing authority, the effective dates of such license or permit, whether such license or permit was ever suspended, revoked, withdrawn, or denied; and copies of any documentary materials relating to such suspension, revocation, withdrawal, or denial.
- (m) Detailed diagram showing the interior floorplan of the premises and depicting all interior rooms. It shall be the responsibility of each owner or operator to notify the city within seven days of any change to the floor plan. Building Code requirements are applicable and interior changes may require a building permit.
- (m) Such other information as may be required by the permit authority to determine compliance with any other eligibility requirements for issuance of the permit as specified by federal, state, or local law.
- (n) A statement that within the last five years the applicant has not failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local minimum wage ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is no pending appeal and the time for filing an appeal has passed.

5.32.100. Permit issuance.

- (a) The Police Chief shall issue a massage establishment permit if the applicant meets the requirements of this chapter and no grounds for denial exist under Section 5.32.110. The Police Chief may impose conditions on the permit consistent with this chapter and applicable law.
- (b) Notice to Property Owner. If the applicant is not the record owner of the property where the massage establishment is located, the Police Chief may send a written notice to the property owner advising of the issuance of the permit and of the regulations applicable to the massage establishment. The Police Chief may also

provide the property owner with copies of any other notices or communications with the applicant sent at any time before or after issuance of the permit.

- (c) Term. A massage establishment permit issued pursuant to the terms of this chapter shall be valid for the fiscal year in which it is issued, and, unless suspended or revoked, must be renewed by the massage establishment operator annually so long as the massage establishment is operating within the city.

5.32.110. Permit denial.

The Police Chief may deny an application for a massage establishment permit on any of the following grounds:

- (a) The massage establishment, as proposed by the applicant, would not comply with the requirements of this chapter.
- (b) The massage establishment, as proposed by the applicant, would not comply with any applicable law, including, but not limited to the city's building, fire, zoning, and health regulations.
- (c) The applicant has knowingly made any false, misleading or fraudulent statement of material fact in the application for a massage establishment permit. Any omission or falsified information within the application, will result in an automatic denial.
- (d) Any owner of the massage establishment, within five years immediately preceding the date of filing of the application, has been convicted in a court of competent jurisdiction of any offense that relates directly to the operation of a massage establishment whether as a massage establishment owner or operator or as a person practicing massage for compensation, or as an employee of either; or has at any time been convicted in a court of competent jurisdiction of any felony the commission of which occurred on the premises of a massage establishment.
- (e) Any owner of the massage establishment is currently required to register under the provisions of Section 290 of the California Penal Code.
- (f) Any owner of the massage establishment, within five years of the date of application, has been convicted in a court of competent jurisdiction of any violation of Sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22 of the California Penal Code, or conspiracy or attempt to commit any such offense, or any offense in a jurisdiction outside of the State of California that is the equivalent of any of the aforesaid offenses.
- (g) Any owner of the massage establishment has been subjected to a permanent injunction against the conducting or maintaining of a nuisance pursuant to

Sections 11225 through 11235 of the California Penal Code, or any similar provision of law in a jurisdiction outside the State of California.

- (h) Any owner of the massage establishment, within five years of the date of application, and as established by clear and convincing evidence, has engaged in acts prohibited under California Penal Code Sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22.
- (i) Any owner of the massage establishment is an individual who has not attained the age of eighteen years.
- (j) Any owner of the massage establishment, within five years immediately preceding the date of filing of the application, has had a permit or license to practice massage for compensation or to own and/or operate a massage establishment revoked or denied in any jurisdiction.
- (k) Any owner of the massage establishment currently owns or operates a massage establishment in the city of Morgan Hill that is not in good standing due to the existence of uncorrected violations or unpaid fines or fees.
- (l) Within the last five years, the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local minimum wage ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is no pending appeal and the time for filing an appeal has passed.

5.32.120. Notice of denial—Appeal.

- (a) If an application for a massage establishment permit is denied, the Police Chief shall give written notice to the applicant specifying the grounds for denial.
- (b) The applicant may appeal the decision to deny a massage establishment permit by filing a written notice of appeal with the city manager or designee within fifteen days after deposit of the decision in the mail, specifying in detail the grounds for such appeal.
- (c) The city manager or designee shall set a time and place for the hearing on the appeal not less than fifteen days after the date the appeal was received by the city manager, and shall give written notice by mail to the applicant of the date, time, and place for the hearing. The hearing shall be conducted in accordance with Section 5.32.180.

- (d) After the hearing on the appeal, the city manager or designee may refer the matter back to the Police Chief for a new investigation and decision, may affirm the decision of the Police Chief, or may direct the Police Chief to issue the license. The decision of the city manager or designee upon such appeal shall be final and shall be subject to judicial review according to the provisions and time limits set forth in Code of Civil Procedure Section 1094.6.

5.32.130. Amendments to permit.

- (a) Whenever the information provided in the application for a certified massage establishment on file with the city changes, the operator shall file an application, provided by the Police Chief, to amend the permit to reflect such change. An application to amend a massage establishment permit shall be made by submitting an application on a form provided by the Police Chief. The application shall be accompanied by the fee established by the city's fee schedule.
- (b) The application shall not be approved unless the Police Chief determines that the terms of the amended permit comply with all requirements of this chapter and all other local, state, and federal laws, and the massage establishment has no outstanding violations or unpaid citations or fees. Inspection of the massage establishment may be required prior to approval of the amendment.
- (c) An amendment shall not be used to change the location or owners of a massage establishment. Instead, a new permit application is required pursuant to section 5.32.090.
- (d) A denial of an application to amend a massage establishment permit may be appealed in the same manner as a denial of an application for a permit under Section 5.32.120.

5.32.140. Requirements for all massage establishment facilities and operations.

- (a) Operational Requirements. Except as otherwise specifically provided in this chapter, the following operational requirements shall be applicable to all massage establishments located within the city:
 - (1) No massage establishment shall be kept open for business between the hours of ten p.m. of one day and eight a.m. of the following day. A massage begun any time before ten p.m. must nevertheless terminate at ten p.m.
 - (2) The hours of operation of the massage establishment shall be displayed in a conspicuous public place in the reception and waiting area and in any front window clearly visible from outside of the massage establishment.

- (3) Patrons and visitors shall be permitted in the massage establishment only during the hours of operation.
- (4) During the hours of operation, patrons shall be permitted in massage therapy rooms only if at least one duly authorized certified massage professional is present on the premises of the massage establishment. Patrons shall not be permitted in any employee break room on the premises.
- (5) During the hours of operation, visitors shall not be permitted in massage therapy rooms except as follows:
 - (A) The parents or guardian of a patron who is a minor child may be present in the massage therapy room with that minor child;
 - (B) The minor child of a patron may be present in the massage therapy room with the patron when necessary for the supervision of the child; or
 - (C) The conservator, aid, or other caretaker of a patron who is elderly or disabled may be present in the massage therapy room with that elderly or disabled person.
- (6) During the hours of operation, except as otherwise provided herein, no visitors shall be permitted in massage therapy rooms, break rooms, dressing rooms, showers, or any other room or part of the massage establishment premises other than the reception and waiting area or toilet rooms.
- (7) Except for a patron who is inside a massage therapy room for the purpose of receiving a massage, no patrons or visitors shall be permitted in or on the massage establishment premises at any time who are less than fully clothed in outer garments of nontransparent material, or who display or expose themselves in underclothing or similar intimate apparel.
- (8) A list of services available and the cost of such services shall be posted in an open and conspicuous public place on the premises. The services shall be described in English and may also be described in such other languages as may be convenient. No massage establishment operator shall permit, and no person employed or retained by the massage establishment shall offer to perform any services or request or demand fees other than those posted.
- (9) The massage establishment shall keep on the premises a complete and current roster of all owners, operators, and managing employees of the

message establishment and all massage professionals and other persons employed or retained by the massage establishment. The roster shall include the name, residence address, and phone number of each individual. The roster shall be available for inspection by city officials charged with the enforcement of this chapter.

- (10) All massage services and all tips, if any, shall be paid for in the reception area. Massage establishments may utilize a system where tip envelopes are provided in the treatment rooms to be utilized and deposited by the client in the reception area.
 - (11) All owners and operators are expected to comply with the City's Wage Theft Prevention Policy (CP-17-01) adopted by City Council on July 26, 2017.
- (b) Physical Facility and Building and Fire Code Requirements. Except as otherwise specifically provided in this chapter, the following physical facility and building code requirements shall be applicable to all massage establishments located within the city:
- (1) Main entry door and reception and waiting area required. One main entry door shall be provided for patron entry to the massage establishment, which shall open to an interior patron reception and waiting area immediately. All patrons and any persons other than individuals employed or retained by the massage establishment shall be required to enter and exit through the main entry door. Unless the massage establishment is a sole proprietorship or a home occupation with one or no other employees, the main entry door shall be unlocked at all times during business hours.
 - (2) No massage establishment located in a building or structure with exterior windows fronting a public street, highway, walkway, or parking area shall block visibility into the interior reception and waiting area through the use of curtains, closed blinds, tints, or any other material that obstructs, blurs, or unreasonably darkens the view into the premises.
 - (3) All interior doors, including massage therapy rooms or cubicles, but excluding individual dressing rooms, showers, and toilet rooms, shall be incapable of being locked and shall not be blocked to prevent opening. Draw drapes, curtain enclosures, or accordion-pleated closures in lieu of doors are acceptable on all inner massage therapy rooms or cubicles.
 - (4) Minimum lighting equivalent to at least one forty-watt light shall be provided in each massage therapy room or cubicle.

- (5) A massage table or professional massage chair specifically designed for seated massage shall be used for all massage therapy, with the exception of “Thai,” “Shiatsu,” and similar forms of massage therapy, which may be provided on a padded mat on the floor, provided the patron is fully attired in loose clothing, pajamas, scrubs, or similar style of garment. Massage tables shall have a minimum height of eighteen inches.
 - (6) Beds, floor mattresses, and waterbeds are not permitted on the premises of the massage establishment, and no massage establishment shall be used for residential or sleeping purposes, which may be shown by circumstantial evidence such as the presence of bedding, pillows, sleeping bags, suitcases, clothing, toiletries or other personal belongings, cooking appliances, utensils, or food in excess of a business establishment’s normal requirements.
 - (7) All locker facilities that are provided for the use of patrons shall be fully secured for the protection of the patrons’ valuables, and each patron shall be given control of the key or other means of access.
 - (8) The massage establishment shall comply with all applicable state and local building and fire codes as adopted in Title 15 of this code.
- (c) Health and Safety Requirements. Except as otherwise specifically provided in this chapter, the following health and safety requirements shall be applicable to all massage establishments located within the city:
- (1) The massage establishment shall at all times be equipped with an adequate supply of clean sanitary towels, coverings, and linens, and all massage tables or chairs shall be covered with a clean sheet or other clean covering appropriate to the equipment for each patron. After a towel, covering, or linen has been used once, it shall be deposited in a closed receptacle, or directly into a washing machine, and not used again until properly laundered and sanitized. Towels, coverings, and linens shall be laundered either by regular commercial laundering, or by a noncommercial laundering process that includes immersion in water at least one hundred forty degrees Fahrenheit for not less than fifteen minutes during the washing or rinsing operation. Clean towels, coverings, and linens shall be stored in closed, clean cabinets when not in use. A certified massage professional engaged in the practice of outcall massage shall carry a sufficient quantity of clean and sanitary towels, sheets, and linens to comply with the requirements.
 - (2) All massage therapy rooms or cubicles, wet and dry heat rooms, toilet rooms, shower compartments, hot tubs, and pools shall be thoroughly cleaned and disinfected as needed, and at least once each business day

when the premises has been or will be open and such facilities in use. All bathtubs shall be thoroughly cleaned and disinfected after each use.

- (3) All liquids, creams, or other preparations used on or made available to patrons shall be kept in clean and closed containers. Powders may be kept in clean shakers. All bottles and containers shall be distinctly and correctly labeled to disclose their contents. When only a portion of a liquid, cream, or other preparation is to be used on or made available to a patron, it shall be removed from the container in such a way as not to contaminate the remaining portion.
- (4) Unless otherwise licensed under state or local law, No invasive procedures shall be performed on any patron. Invasive procedures include, but are not limited to:
 - (A) Application of electricity that contracts the muscle;
 - (B) Penetration of the skin by metal needles;
 - (C) Abrasion of the skin below the nonliving, epidermal layers;
 - (D) Removal of skin by means of any razor-edged instrument or other device or tool;
 - (E) Use of any needle-like instrument for the purpose of extracting skin blemishes; and
 - (F) Other similar procedures.
- (5) All bathrobes, bathing suits, and/or other garments that are provided for the use of patrons shall be either fully disposable and not used by more than one patron, or shall be laundered after each use pursuant to subsection (c)(1) of this section.
- (6) All combs, brushes, and/or other personal items of grooming or hygiene that are provided for the use of patrons shall be either fully disposable and not used by more than one patron, or shall be fully disinfected after each use.
- (7) No patrons shall be allowed to use any shower facilities of the massage establishment unless such patrons are wearing slip-resistant sandals or flip-flops while in the shower compartment. All footwear such as sandals or flip-flops that are provided for the use of patrons either shall be fully disposable and not used by more than one patron, or shall be fully disinfected after each use.

- (8) Patrons' genitals and female patrons' breasts must be fully draped at all times while any individual employed or retained by the massage establishment is in the massage room or cubicle with the patron. No massage shall be provided to a patron that results in intentional contact, or occasional and repetitive contact, with the genitals or anal region of a patron, or of a female patron's breasts without the written consent of the person receiving the massage and a referral from a licensed California health care provider.
- (9) No alcoholic beverages shall be sold, served, or furnished to any patron or visitor; nor shall any alcoholic beverages be consumed, kept, or possessed on the premises of a massage establishment.
- (10) No birth control device or aid, including but not limited to condoms, shall be stored, kept, or distributed on the premises of a massage establishment.
- (d) Attire and Physical Hygiene Requirements. The following attire and physical hygiene requirements shall be applicable to all employees and any other persons who work permanently or temporarily on the premises of a massage establishment within the city, including, but not limited to, all persons who are employed or retained to practice massage for the massage establishment:
 - (1) No person shall dress in:
 - (A) Attire that is transparent, see-through, or substantially exposes the person's undergarments;
 - (B) Swim attire, unless providing a water-based massage modality approved by the CAMTC;
 - (C) A manner that exposes the person's chest, breasts, buttocks, or genitals;
 - (D) A manner that constitutes a violation of Section 314 of the California Penal Code.
 - (2) No massage establishment operator, employee, or visitor shall, while on the premises of a massage establishment or while performing any outcall massage service, and while in the presence of any patron, customer, employee or visitor, expose his or her chest, breast, buttocks, or genitals.
 - (3) All persons shall thoroughly wash their hands with soap and water or any equally effective cleansing agent immediately before providing massage to a patron. No massage shall be provided upon a surface of the skin or scalp

of a patron where such skin is inflamed, broken (e.g., abraded or cut), or where a skin infection or eruption is present.

- (e) Display of Permit and Certifications.
 - (1) The massage establishment permit shall be displayed in an open and conspicuous place on the premises visible from the main entry door and/or reception and waiting area of the massage establishment.
 - (2) Each person employed or retained by a massage establishment to perform massage in or on the premises or through an outcall massage service shall display on his or her person the original, valid current photograph-bearing identification card issued to that employee by the CAMTC. A copy of each such identification card and the person's original CAMTC certificate shall also be displayed in an open and conspicuous place visible from the main entry door and/or reception and waiting area of the massage establishment. The home address of any employee need not be displayed.
- (f) Display of Human Trafficking Notices. The massage establishment shall comply with the requirements in California Civil Code Section 52.6 related to the posting of information for victims of human trafficking.
- (g) Home Occupation and Outcall-Only Businesses—Exemptions.
 - (1) Where a certified massage establishment is a home occupation, and the operator has complied with the provisions of Section 18.92.060 of this code pertaining to home occupations, the provisions of subsections (a)(2), (b)(1)—(3), and (b)(6) of this section shall not apply, and the portions of the residence subject to the requirements of subsections (b) and (c) of this section shall be only those portions that are used at any time by the patron of the massage establishment.
 - (2) For massage establishments that provide outcall-only services and have no fixed location for performing massage, provisions of this section related to businesses with fixed locations shall not apply. Specifically, the provisions of subsections (a)(2) – (9), (b)(1) - (4), (b)(6) - (8), (c)(2) and (7), (e)(1), and (f) of this section shall not apply to outcall-only establishments.

5.32.150. Massage establishment inspections.

- (a) The inspector shall have the right to enter any massage establishment, other than an establishment providing outcall-only services, during regular business hours, without a search or inspection warrant, to make reasonable inspection to ascertain whether there is compliance with the provisions of this chapter. Inspectors shall have access to all areas of the massage establishment, including but not limited to

drawers and cupboards used for storage. Identification may be requested of any employee within the establishment who is not displaying a CAMTC identification card. Photographs and digital and video recordings may be taken by the inspector to document the violations. For home occupations, reasonable inspection shall be limited to the portions of the residence open to patrons.

- (b) The massage establishment operator shall take immediate action to correct each violation noted by the inspector. A reinspection will be performed to ensure that each violation noted by the inspector has been corrected.

5.32.160. Violations—Moratorium.

- (a) For the purpose of enforcing the requirements of this chapter, all owners and operators of the massage establishment shall be jointly and severally responsible for the conduct of all massage establishment employees, agents, independent contractors, or other representatives while such persons are on the premises of the massage establishment or providing outcall massage services on behalf of the massage establishment.
- (b) In addition to any other remedy available to the city under applicable law, a massage establishment permit may be suspended or revoked as provided in Sections 5.32.170 and 5.32.180. Upon issuance of a final order by the Police Chief or city manager to revoke the massage permit, the massage establishment shall immediately cease operation, and, if so ordered by the hearing officer, no other massage establishment shall be permitted to operate at that location by any person for a period of not less than five years (“the moratorium period”). If the operator is not also the legal owner of the real property on which the massage establishment is situated, notice of such revocation and the five-year prohibition shall be provided by the permit authority to the owner of record of the property as shown on the latest county assessment roll.
- (c) In addition to any other remedy available to the city under applicable law, a massage establishment permit may not be renewed or amended unless and until all due and unpaid citations issued pursuant to this chapter are paid in full, and all outstanding violations have been corrected.
- (d) Notwithstanding any other provision of this chapter, where a Notice of Revocation or Suspension has been issued to the operator of a massage establishment pursuant to Section 5.32.180 of this chapter, the Police Chief shall not process or grant an application for a massage establishment permit for a new massage establishment at the same premises unless and until such Notice of Revocation or Suspension is dismissed; or a final determination is made pursuant to that section that the current operator’s massage establishment permit is not or should not be revoked; or any moratorium period imposed pursuant to this chapter has expired.

5.32.170. Revocation or suspension.

All massage establishment operators shall be deemed to know and understand the requirements and prohibitions of this chapter. Any massage establishment permit issued pursuant to this chapter may be suspended or revoked by the Police Chief after a hearing, where the Police Chief finds that any of the following have occurred on even a single occasion:

- (a) The permittee or any person employed or retained by the massage establishment has violated any provision of this chapter, California Business and Professions Code Sections 4600 et seq., or any local, state, or federal law.
- (b) The permittee or any person employed or retained by the massage establishment has been convicted in a court of competent jurisdiction of having violated, or has engaged in conduct constituting a violation of, any of the following: California Penal Code Sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22, or conspiracy or attempt to commit any such offense, or any offense in a jurisdiction outside of the State of California that is the equivalent of any of the aforesaid offenses.
- (c) The permittee or any person employed or retained by the massage establishment is required to register under Section 290 of the California Penal Code.
- (d) The permittee has been subject to a permanent injunction against the conducting or maintaining of a nuisance pursuant to this code, or Sections 11225 through 11235 of the California Penal Code, or any similar provision of law in any jurisdiction outside the State of California.
- (e) The permittee or any person employed or retained by the massage establishment has engaged in fraud or misrepresentation or has knowingly made a misstatement of material fact while working in or for the massage establishment.
- (f) The permittee has continued to operate the massage establishment after the massage establishment permit has been suspended.
- (g) Massage has been performed on the premises of the massage establishment, with or without the permittee's actual knowledge, by any person who is not a duly authorized CAMTC-certified massage professional.
- (h) A person who is not a duly authorized CAMTC-certified massage professional has provided outcall massage services through or on behalf of the massage establishment.
- (i) There have been one or more acts prohibited under California Penal Code Sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22 taking place on the premises of the massage establishment,

whether or not any criminal prosecution has been pursued or conviction obtained for such acts, and whether or not they occurred with or without the actual knowledge of the permittee.

- (j) The permittee or any person employed or retained by the massage establishment or any other person on the premises of the massage establishment has engaged in conduct or committed acts that a reasonable person in the patron's position would understand as an offer to perform on or engage in with the patron acts that are sexual in nature or that involve touching of the patron's genitals, or anal region.
- (k) The permittee or any person employed or retained by the massage establishment has engaged in sexually suggestive advertising related to massage services on the premises of the massage establishment, including, but not limited to displaying photographs of individuals clothed in swim attire, or attire that is transparent, see-through or substantially exposes the individual's undergarments, breasts, buttocks, or genitals, describing massage services as "erotic," "sensual" or similarly sexual in nature, listing advertisements in adult media, or describing the appearance or age of massage providers.
- (l) If the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local minimum wage ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is no pending appeal and the time for filing an appeal has passed.

5.32.180. Hearing for revocation or suspension.

- (a) The Police Chief shall give written notice of a hearing for the revocation or suspension of any permit granted pursuant to this chapter to the permittee. The notice shall set forth the time and place of the hearing, the ground or grounds upon which the hearing is based, the pertinent code sections, and a brief statement of the factual issues in support thereof. The notice shall be mailed, postage prepaid, addressed to the permittee at the last known address of the permittee, or it shall be delivered to the permittee personally, at least ten days prior to the hearing date. The owner/operator has the right to attend the hearing.
- (b) Within ten days of the hearing the Police Chief shall render his or her decision in writing, stating his or her findings and the action taken, if any. The decision letter shall be mailed, postage prepaid, addressed to the permittee at the last known address of the permittee, or it shall be delivered to the permittee personally.
- (c) Within ten days from the deposit of the decision letter in the mail or its receipt by the permittee, whichever occurs first, the permittee may appeal the decision in

writing to the city manager or designee, setting forth with particularity the ground or grounds for the appeal.

- (d) The city manager or designee shall give written notice of the hearing on the appeal not less than ten days from the date the appeal was received by the city manager or designee. The hearing shall be conducted in accordance with Section 5.32.190.
- (e) After the hearing on the appeal, the city manager or designee may refer the matter back to the Police Chief for a new investigation and decision, may affirm the decision of the Police Chief, may dismiss the disciplinary action, or may revoke or suspend the permit. The decision of the city manager or designee upon such appeal shall be final and shall be subject to judicial review according to the provisions and time limits set forth in Code of Civil Procedure Section 1094.6.
- (f) The notices provided to the massage establishment pursuant to this section may also be sent to the owner of the premises where the massage establishment is located. However, failure to provide notice to the property owner shall not invalidate any actions taken by the city.

5.32.190. Hearing rules.

The following rules shall apply to any hearing required by this chapter. All parties involved shall have the right to offer testimonial, documentary, and tangible evidence bearing on the issues, to be represented by counsel, and to confront and cross-examine witnesses. Any relevant evidence may be admitted if it is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. Any hearing under this chapter may be continued for a reasonable time for the convenience of a party or witness.

5.32.200. Violations unlawful and a public nuisance—Penalties, nuisance abatement, and other remedies.

Any massage establishment operated, conducted, or maintained contrary to the provisions of this chapter shall be, and the same is hereby declared to be, unlawful and a public nuisance, and the city attorney may, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings, for the abatement, removal and enjoinder thereof, in the manner provided by law. Such remedies shall be in addition to any other judicial and administrative penalties and remedies available to the city under this code or under state law.

Section 3. **Severability.** Should any provision of this ordinance be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such provision shall be severed from the ordinance, and such severance shall not affect the remainder of the ordinance.

Section 4. **Effective Date; Posting.** This Ordinance shall take effect on the 31st day after adoption. The City Clerk is hereby directed to publish this Ordinance or a summary thereof

pursuant to Government Code Section 36933.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE CITY COUNCIL HELD ON THE 24th DAY OF APRIL 2024, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE 15th DAY OF MAY 2024, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:

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

ATTEST:

MARK TURNER, Mayor

MICHELLE BIGELOW, City Clerk

CERTIFICATE OF THE CITY CLERK

I, MICHELLE BIGELOW, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the _____ day of _____, 2024.

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

DATE: _____

MICHELLE BIGELOW, City Clerk

CITY OF MORGAN HILL

ADMINISTRATIVE POLICIES AND PROCEDURES

SUBJECT: PERMITS FOR MASSAGE ESTABLISHMENTS

EFFECTIVE DATE: March 1, 2024

ORIGINATING DEPARTMENT: ECONOMIC DEVELOPMENT

- 1. Purpose.** To establish a permitting process to ensure certain minimum building, sanitation, and operation standards for massage establishment businesses, and by requiring certain minimum qualifications for the operators and practitioners of such businesses, while still facilitating and advancing the ethical practice of massage therapy, by relying upon the uniform statewide regulations enacted by the Legislature in 2008 as Business and Professions Code Sections 4600 et seq., known as the Massage Therapy Act, as subsequently amended, and by restricting the commercial practice of massage in the City to those persons duly certified to practice by the California Massage Therapy Council formed pursuant to those statutes. This policy shall remain in place unless and until the City Council adopts an ordinance addressing massage establishment permitting.
- 2. Policy.** No person may operate a massage establishment within the City without first obtaining a massage establishment permit from the Police Department of the City of Morgan Hill. No individual may practice massage therapy for compensation within the City unless that individual is a California Massage Therapy Council (CAMTC)-certified massage professional. The permit requirements are in addition to the requirements for a business license imposed pursuant to Chapter 5.04 of the City's Municipal Code, as well as any permits or authorizations that may be required under other applicable laws including but not limited to the City's building, fire, zoning, and health regulations. Any massage establishment operated, conducted, or maintained contrary to the provisions of this policy shall be, and the same is hereby declared to be, unlawful and a public nuisance.

3. Procedure.

Application. The owners of the massage establishment shall file an application for a permit on a form provided by the City. The application shall be accompanied by the fee established by the City's fee schedule. Any change in ownership or location requires a new application. The application shall include the information as may be required by the City to determine compliance with any eligibility requirements for issuance of the permit as specified by federal, state, or local law.

Permit issuance. The Police Chief shall issue a massage establishment permit if the applicant meets the requirements of this policy and no grounds for denial exist as described below. The Police Chief may impose conditions on the permit consistent with this policy and applicable law. The permit shall be valid for the fiscal year in which it is issued and, unless suspended or revoked, must be renewed by the massage establishment operator annually so long as the massage establishment is operating within the City.

Permit denial. The Police Chief may deny an application for a massage establishment permit on any of the following grounds:

- (a) The massage establishment, as proposed by the applicant, would not comply with the requirements of this policy.
- (b) The massage establishment, as proposed by the applicant, would not comply with any applicable law, including, but not limited to the City's building, fire, zoning, and health regulations.
- (c) The applicant has knowingly made any false, misleading or fraudulent statement of material fact in the application for a massage establishment permit. Any omission or falsified information within the application will result in an automatic denial.
- (d) Any owner of the massage establishment, within five years immediately preceding the date of filing of the application, has been convicted in a court of competent jurisdiction of any offense that relates directly to the operation of a massage establishment whether as a massage establishment owner or operator or as a person practicing massage for compensation, or as an employee of either; or has at any time been convicted in a court of competent jurisdiction of any felony the commission of which occurred on the premises of a massage establishment.
- (e) Any owner of the massage establishment is currently required to register under the provisions of Section 290 of the California Penal Code ("Sex Offender Registration Act").
- (f) Any owner of the massage establishment, within five years of the date of application, has been convicted in a court of competent jurisdiction of any violation of Sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22 of the California Penal Code, or conspiracy or attempt to commit any such offense, or any offense in a jurisdiction outside of the State of California that is the equivalent of any of the aforesaid offenses.
- (g) Any owner of the massage establishment has been subjected to a permanent injunction against the conducting or maintaining of a nuisance pursuant to Sections 11225 through 11235 of the California Penal Code, or any similar provision of law in a jurisdiction outside the State of California.
- (h) Any owner of the massage establishment, within five years of the date of application, and as established by clear and convincing evidence, has engaged in acts prohibited under California Penal Code Sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22.
- (i) Any owner of the massage establishment is an individual who has not attained the age of eighteen years.
- (j) Any owner of the massage establishment, within five years immediately preceding the date of filing of the application, has had a permit or license to practice massage for compensation or to own and/or operate a massage establishment revoked or denied in any jurisdiction.

- (k) Any owner of the massage establishment currently owns or operates a massage establishment in the City of Morgan Hill that is not in good standing due to the existence of uncorrected violations or unpaid fines or fees.
- (l) Within the last five years, the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local minimum wage ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is no pending appeal and the time for filing an appeal has passed.

Appeal.

- (a) If an application for a massage establishment permit is denied, the Police Chief shall give written notice to the applicant specifying the grounds for denial.
- (b) The applicant may appeal the decision to deny a massage establishment permit pursuant to Chapter 1.20 of the City's Municipal Code.

Amendments to permit. Whenever the information provided in the application for a certified massage establishment on file with the City changes, the operator shall file an application, provided by the City, to amend the permit to reflect such change. The application shall be accompanied by the fee established by the City's fee schedule.

Requirements for all massage establishment facilities and operations.

- (a) Operational Requirements. Except as otherwise specifically provided in this policy, the following operational requirements shall be applicable to all massage establishments located within the City:
 - (1) No massage establishment shall be kept open for business between the hours of ten p.m. of one day and eight a.m. of the following day. All massage must terminate at ten p.m. regardless of the time it commenced.
 - (2) The hours of operation of the massage establishment shall be displayed in a conspicuous public place in the reception and waiting area and in any front window clearly visible from outside of the massage establishment.
 - (3) Patrons and visitors shall be permitted in the massage establishment only during the hours of operation.
 - (4) During the hours of operation, patrons shall be permitted in massage therapy rooms only if at least one duly authorized certified massage professional is present on the premises of the massage establishment. Patrons shall not be permitted in any employee break room on the premises.
 - (5) During the hours of operation, visitors shall not be permitted in massage therapy rooms except as follows:
 - (A) The parents or guardian of a patron who is a minor child may be present in the massage therapy room with that minor child;

- (B) The minor child of a patron may be present in the massage therapy room with the patron when necessary for the supervision of the child; or
 - (C) The conservator, aid, or other caretaker of a patron who is elderly or disabled may be present in the massage therapy room with that elderly or disabled person.
- (6) During the hours of operation, except as otherwise provided herein, no visitors shall be permitted in massage therapy rooms, break rooms, dressing rooms, showers, or any other room or part of the massage establishment premises other than the reception and waiting area or toilet rooms.
- (7) Except for a patron who is inside a massage therapy room for the purpose of receiving a massage, no patrons or visitors shall be permitted in or on the massage establishment premises at any time who are less than fully clothed in outer garments of nontransparent material, or who display or expose themselves in underclothing or similar intimate apparel.
- (8) A list of services available and the cost of such services shall be posted in an open and conspicuous public place on the premises. The services shall be described in English and may also be described in such other languages as may be convenient. No massage establishment operator shall permit, and no person employed or retained by the massage establishment shall offer to perform any services or request or demand fees other than those posted.
- (9) The massage establishment shall keep on the premises a complete and current roster of all owners, operators, and managing employees of the massage establishment and all massage professionals and other persons employed or retained by the massage establishment. The roster shall include the name, residence address, and phone number of each individual. The roster shall be available for inspection by City officials charged with the enforcement of this policy. It shall be the responsibility of each owner or operator to notify the City within seven days of any change in persons providing massage services and to provide copies of the state massage certification for all such persons to the City prior to such persons providing massage services.
- (10) All massage services and all tips, if any, shall be paid for in the reception area. Massage establishments may utilize a system where tip envelopes are provided in the treatment rooms to be utilized and deposited by the client in the reception area.
- (11) All owners and operators are expected to comply with the City's Wage Theft Prevention Policy (CP-17-01) adopted by City Council on July 26, 2017 ([CP-17-01-Wage-Theft-Prevention \(ca.gov\)](https://www.ci.santaclarita.ca.gov/CP-17-01-Wage-Theft-Prevention)).
- (b) Physical Facility and Building and Fire Code Requirements. Except as otherwise specifically provided in this policy, the following physical facility and building code requirements shall be applicable to all massage establishments located

within the City:

- (1) Main entry door and reception and waiting area required. One main entry door shall be provided for patron entry to the massage establishment, which shall open to an interior patron reception and waiting area immediately. All patrons and any persons other than individuals employed or retained by the massage establishment shall be required to enter and exit through the main entry door. Unless the massage establishment is a sole proprietorship or a home occupation with one or no other employees, the main entry door shall be unlocked at all times during business hours.
 - (2) No massage establishment located in a building or structure with exterior windows fronting a public street, highway, walkway, or parking area shall block visibility into the interior reception and waiting area through the use of curtains, closed blinds, tints, or any other material that obstructs, blurs, or unreasonably darkens the view into the premises.
 - (3) All interior doors, including massage therapy rooms or cubicles, but excluding individual dressing rooms, showers, and toilet rooms, shall be incapable of being locked and shall not be blocked to prevent opening. Draw drapes, curtain enclosures, or accordion-pleated closures in lieu of doors are acceptable on all inner massage therapy rooms or cubicles.
 - (4) Minimum lighting equivalent to at least one forty-watt light shall be provided in each massage therapy room or cubicle.
 - (5) A massage table or professional massage chair specifically designed for seated massage shall be used for all massage therapy, with the exception of "Thai," "Shiatsu," and similar forms of massage therapy, which may be provided on a padded mat on the floor, provided the patron is fully attired in loose clothing, pajamas, scrubs, or similar style of garment. Massage tables shall have a minimum height of eighteen inches.
 - (6) Beds, floor mattresses, and waterbeds are not permitted on the premises of the massage establishment, and no massage establishment shall be used for residential or sleeping purposes, which may be shown by circumstantial evidence such as the presence of bedding, pillows, sleeping bags, suitcases, clothing, toiletries or other personal belongings, cooking appliances, utensils, or food in excess of a business establishment's normal requirements.
 - (7) All locker facilities that are provided for the use of patrons shall be fully secured for the protection of the patrons' valuables, and each patron shall be given control of the key or other means of access.
 - (8) The massage establishment shall comply with all applicable state and local building and fire codes as adopted in Title 15 of this code.
- (c) Health and Safety Requirements. Except as otherwise specifically provided in this policy, the following health and safety requirements shall be applicable to all massage establishments located within the City:

- (1) The massage establishment shall at all times be equipped with an adequate supply of clean sanitary towels, coverings, and linens, and all massage tables or chairs shall be covered with a clean sheet or other clean covering appropriate to the equipment for each patron. After a towel, covering, or linen has been used once, it shall be deposited in a closed receptacle and not used again until properly laundered and sanitized. Towels, coverings, and linens shall be laundered either by regular commercial laundering, or by a noncommercial laundering process that includes immersion in water at least one hundred forty degrees Fahrenheit for not less than fifteen minutes during the washing or rinsing operation. Clean towels, coverings, and linens shall be stored in closed, clean cabinets when not in use. A certified massage professional engaged in the practice of outcall massage shall carry a sufficient quantity of clean and sanitary towels, sheets, and linens to comply with the requirements.
- (2) All massage therapy rooms or cubicles, wet and dry heat rooms, toilet rooms, shower compartments, hot tubs, and pools shall be thoroughly cleaned and disinfected as needed, and at least once each business day when the premises has been or will be open and such facilities in use. All bathtubs shall be thoroughly cleaned and disinfected after each use.
- (3) All liquids, creams, or other preparations used on or made available to patrons shall be kept in clean and closed containers. Powders may be kept in clean shakers. All bottles and containers shall be distinctly and correctly labeled to disclose their contents. When only a portion of a liquid, cream, or other preparation is to be used on or made available to a patron, it shall be removed from the container in such a way as not to contaminate the remaining portion.
- (4) Unless otherwise licensed under state or local law, no invasive procedures shall be performed on any patron. Invasive procedures include, but are not limited to:
 - (A) Application of electricity that contracts the muscle;
 - (B) Penetration of the skin by metal needles;
 - (C) Abrasion of the skin below the nonliving, epidermal layers;
 - (D) Removal of skin by means of any razor-edged instrument or other device or tool;
 - (E) Use of any needle-like instrument for the purpose of extracting skin blemishes; and
 - (F) Other similar procedures.
- (5) All bathrobes, bathing suits, and/or other garments that are provided for the use of patrons shall be either fully disposable and not used by more than one patron, or shall be laundered after each use pursuant to subsection (c)(1) of this section.

- (6) All combs, brushes, and/or other personal items of grooming or hygiene that are provided for the use of patrons shall be either fully disposable and not used by more than one patron, or shall be fully disinfected after each use.
- (7) No patrons shall be allowed to use any shower facilities of the massage establishment unless such patrons are wearing slip-resistant sandals or flip-flops while in the shower compartment. All footwear such as sandals or flip-flops that are provided for the use of patrons either shall be fully disposable and not used by more than one patron, or shall be fully disinfected after each use.
- (8) Patrons' genitals and female patrons' breasts must be fully draped at all times while any individual employed or retained by the massage establishment is in the massage room or cubicle with the patron. No massage shall be provided to a patron that results in intentional contact, or occasional and repetitive contact, with the genitals or anal region of a patron, or of a female patron's breasts without the written consent of the person receiving the massage and a referral from a licensed California health care provider.
- (9) No alcoholic beverages shall be sold, served, or furnished to any patron or visitor; nor shall any alcoholic beverages be consumed, kept, or possessed on the premises of a massage establishment.
- (10) No birth control device or aid, including but not limited to condoms, shall be stored, kept, or distributed on the premises of a massage establishment.
- (d) Attire and Physical Hygiene Requirements. The following attire and physical hygiene requirements shall be applicable to all employees and any other persons who work permanently or temporarily on the premises of a massage establishment within the City, including, but not limited to, all persons who are employed or retained to practice massage for the massage establishment:
 - (1) No person shall dress in:
 - (A) Attire that is transparent, see-through, or substantially exposes the person's undergarments;
 - (B) Swim attire, unless providing a water-based massage modality approved by the CAMTC;
 - (C) A manner that exposes the person's chest, breasts, buttocks, or genitals;
 - (D) A manner that constitutes a violation of Section 314 of the California Penal Code.
 - (2) No massage establishment operator, employee, or visitor shall, while on the premises of a massage establishment or while performing any outcall massage service, and while in the presence of any patron, customer, employee or visitor, expose his or her chest, breasts, buttocks, or genitals.

- (3) All persons shall thoroughly wash their hands with soap and water or any equally effective cleansing agent immediately before providing massage to a patron. No massage shall be provided upon a surface of the skin or scalp of a patron where such skin is inflamed, broken (e.g., abraded or cut), or where a skin infection or eruption is present.
- (e) Display of Permit and Certifications.
 - (1) The massage establishment permit shall be displayed in an open and conspicuous place on the premises visible from the main entry door and/or reception and waiting area of the massage establishment.
 - (2) Each person employed or retained by a massage establishment to perform massage in or on the premises or through an outcall massage service shall display on his or her person the valid current photograph-bearing identification card issued to that employee by the CAMTC. A copy of each such identification card and the person's original CAMTC certificate shall also be displayed in an open and conspicuous place visible from the main entry door and/or reception and waiting area of the massage establishment. The home address of any employee need not be displayed.
- (f) Display of Human Trafficking Notices. The massage establishment shall comply with the requirements in California Civil Code Section 52.6 related to the posting of information for victims of human trafficking.
- (g) Home Occupation and Outcall-Only Businesses—Exemptions.
 - (1) Where a certified massage establishment is a home occupation, and the operator has complied with the provisions of Section 18.92.060 of this code pertaining to home occupations, the provisions of subsections (a)(2), (b)(1)—(3), and (b)(6) of this section shall not apply, and the portions of the residence subject to the requirements of subsections (b) and (c) of this section shall be only those portions that are used at any time by the patron of the massage establishment.
 - (2) For massage establishments that provide outcall-only services and have no fixed location for performing massage, provisions of this section related to businesses with fixed locations shall not apply. Specifically, the provisions of subsections (a)(2) – (9), (b)(1) - (4), (b)(6) - (8), (c)(2) and (7), (e)(1), and (f) of this section shall not apply to outcall-only establishments.

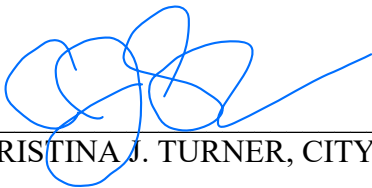
Massage establishment inspections.

- (a) The inspector shall have the right to enter any massage establishment, other than an establishment providing outcall-only services, during regular business hours, without a search or inspection warrant, to make reasonable inspection to ascertain whether there is compliance with the provisions of this policy. Inspectors shall have access to all areas of the massage establishment, including but not limited to drawers and cupboards used for storage. For home occupations, reasonable inspection shall be limited to the portions of the residence open to patrons.
- (b) The massage establishment operator shall take immediate action to correct each

violation noted by the inspector. A reinspection will be performed to ensure that each violation noted by the inspector has been corrected.

Revocation or suspension. All massage establishment operators shall be deemed to know and understand the requirements and prohibitions of this policy. Any massage establishment permit issued pursuant to this policy may be suspended or revoked by the Police Chief, where the Police Chief finds that any violation of this policy has occurred on even a single occasion. Appeal of the decision may be made pursuant to Chapter 1.20 of the City’s Municipal Code.

APPROVED:



CHRISTINA J. TURNER, CITY MANAGER

3-20-24

DATE

CITY COUNCIL STAFF REPORT

MEETING DATE: April 24, 2024

PREPARED BY:

James Sylvain, Deputy Director Utility Services

APPROVED BY: City Manager

SEWERS AND INDUSTRIAL WASTE ORDINANCE UPDATES

RECOMMENDATION(S)

1. Waive first and second reading of the Ordinance; and
2. Introduce Ordinance updating the City's sewer use provisions.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Protecting the Environment

Maintaining and Enhancing Infrastructure

Advancing Regional Initiatives

REPORT NARRATIVE:

The purpose of this agenda item is to introduce updates to the City's Sewers and Industrial Waste Ordinance to include the following two items: 1) add new and modify existing definitions; and 2) update local limits of the specific pollutant table. Attachment 1 is the updated ordinance. Attachment 2 is the "red line" version of Attachment 1 with updated changes visible.

To protect our environment, public investment, and staff health, Morgan Hill's pretreatment program, which is a federally mandated program, needs to be updated following a periodic routine audit and communications between the State Water Resources Control Board and the program Administrator(s).

Since the city's sewerage is treated at the South County Regional Wastewater Authority (SCRWA), Morgan Hill falls under the umbrella of SCRWA for its pretreatment program, which is managed and administered by the SCRWA plant and pretreatment program staff. To ensure uniformity with the updated requirements that SCRWA is implementing to comply with the new regulations, Chapter 13.20 of the City's Ordinances needs to be revised as well. SCRWA introduced the State of California mandated updates to the SCRWA Board on January 3, 2024. The SCRWA Board voted unanimously to approve moving forward in the process.

After the introduction, the SCRWA Board adopted the updates at the April 3, 2024

meeting. The changes will take effect 30 days later. The City of Morgan Hill and the City of Gilroy co-own that wastewater treatment facility.

COMMUNITY ENGAGEMENT:

Inform

The City advertised the Sewers and Industrial Waste Ordinance Update in the Weekly 4-1-1, the city's webpage, social media, etc. A community meeting was not necessary since this update is more for uniformity and compliance with SCRWA Sewer Use Ordinance Updates.

ALTERNATIVE ACTIONS:

The Council could decline to adopt the Ordinance Updates; however, that would create confusion for the collection system users since the rules and pollutant limits will be different than the SCRWA Sewer Use Ordinance which oversees and ensures compliance of the pretreatment program.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City's sewers and industrial waste ordinance was amended by the Council in July 2014, and again in June 2021.

FISCAL AND RESOURCE IMPACT:

There are no direct fiscal impacts associated with adopting the updated ordinance as it does not change the fiscal impacts (namely reduced sewer sales revenues and increased pretreatment program costs) associated with pollutants and other contaminants that already exist under the current ordinance. Administering the City's sewer waste and pollutants response programs are activities included in the work program of the Public Services Department.

CEQA (California Environmental Quality Act):

Categorical Exemption

This Ordinance and actions taken hereafter pursuant to this Ordinance are exempt from the California Environmental Quality Act as actions intended to preserve and protect natural resources (CEQA Guidelines section 15307).

ORDINANCE NO. XXXX, NEW SERIES

**AN ORDINANCE OF THE CITY OF MORGAN HILL
AMENDING SECTION 13.20.030 (DEFINITIONS) AND
SECTION 13.20.090 (SPECIFIC POLLUTANT LIMITATIONS)
OF CHAPTER 13.20 (SEWERS AND INDUSTRIAL WASTE)
OF TITLE 13 (PUBLIC SERVICES), TO REGULATE SEWER
USE AND SET UNIFORM REQUIREMENTS FOR
DISCHARGES INTO THE WASTEWATER COLLECTION
AND TREATMENT SYSTEM.**

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

Section 1. Section 13.20.030 (Definitions) of Chapter 13.20 (Sewers and Industrial Waste) of Title 13 (Public Services) is hereby amended to read as follows:

13.20.030 - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

1. "Act" or "the Act" means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq.
2. "Categorical Pretreatment Standards or Categorical Standards" means National Pretreatment Standards or Pretreatment Standard.
3. "City certified contractor" means a contractor that is certified by an accredited agency along with the City of Morgan Hill to perform inspection and repair on private sewer lateral and sanitary sewer collection system.
4. "Common interest development" means a development managed or governed by a homeowners' association. Examples of common interest developments may include condominium projects (in which the individual units are owned), planned unit developments, community apartment projects (in which the individual units are leased to tenants), and stock cooperatives.
5. "Domestic waste" means a combination of liquid or water containing human waste, conducted away from residences, business buildings, and institutions.

6. "Environmental Protection Agency (USEPA)" means the U.S. Environmental Protection Agency; or where appropriate, the term may also be used as a designation for the administrator or other duly authorized official of said agency.
7. "Garbage," "refuse" and all other terms used in this chapter shall have the same meaning given to them in Section Code 13.28.010.LLL
8. "Homeowners' association" means a non-profit corporation or unincorporated association created for the purpose of managing or governing a common interest development and that operates in accordance with governing documents, whether or not the corporation or association is formally designated or commonly referred to as a homeowners' association.
9. Indirect Discharge or Discharge: The discharge or the introduction of non- domestic pollutants from any source regulated under section 307(b) and (c) or (d) by the Act, into the Plant (including holding tank waste discharged into the system).
10. Industrial User (or User): Any contributor of industrial waste or wastewater or a source of indirect discharge.
11. "Industrial waste" means a combination of liquid or water-carried waste resulting from the manufacturing process employed in commercial or industrial establishments, including washing, cleaning, or drain water from such processes.
12. "Inspector" means the authorized inspector or representative of the city engineer.
13. "Interceptor" means a device or trap to prevent the amount of grease, sand, oil or other solids or semi-solids from entering the sewer system.
14. "Interference " means a Discharge which, alone or in conjunction with a discharge or discharges from other sources, both:
 - (1) Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and
 - (2) Therefore is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act

15. "National Pretreatment Standard, Pretreatment Standard, or Standard" means any regulation containing pollutant discharge limits promulgated by the EPA in accordance with section 307 (b) and (c) of the Act, which applies to Industrial Users. This term includes prohibitive discharge limits established pursuant to [§ 403.5](#).
16. "National Prohibitive Discharge Standard" or "prohibitive discharge standard" means any regulation developed under the authority of Section 307(b) of the Act and 40 Codified Federal Regulations (CFR), Section 403.5.
17. "New source" means any source, the construction of which is commenced after the publication of proposed regulations prescribing a Section 307 (c) (33 U.S.C. 1317) Categorical Pretreatment Standard.
18. "Permittee" means the person to whom a wastewater permit has been issued pursuant to this chapter.
19. "Person" means an individual, firm, partnership, corporation, or government agency, and their heirs, assigns or agents.
20. "Pretreatment" or "standard" means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutants' properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a publicly owned treatment works (POTW). The reduction or alteration can be obtained by physical, chemical, or biological processes, process changes, or other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.
21. "Pretreatment requirements" means any substantive or procedural requirement related to pretreatment, other than a pretreatment standard imposed on a user.
22. "Private sanitary sewer collection system" shall mean any sanitary sewer pipe originating or located at least partially on a common interest development collecting wastewater from more than one building sanitary sewer, including, but not limited to: apartment buildings, business complexes, mobile home parks, condominiums, or townhomes. This excludes single-family residential property with an accessory dwelling unit.

23. "Private sewer lateral" means the sewer pipeline from the plumbing of a building to a public sewer collection line, including portions that extend across public rights-of-way and the Saddle, wye or other physical connection to the collection line. Private sewer laterals are privately owned and maintained.
24. "Public sewer" means a main or collector sanitary sewer dedicated to public use.
25. "Qualified contractor" means, for the purposes of private sewer lateral inspection or repair and private sanitary sewer collection system inspection or repair, a licensed plumbing contractor with a City of Morgan Hill business license and an active pipeline or lateral assessment certification from the National Association of Sewer Service Companies.
26. "Sale of property" means a change in ownership by purchase or otherwise involving a transfer of legal title to real property, except for any transfer excluded from property tax reassessment by Revenue and Taxation Code Section 60 et seq. and/or as determined by the Santa Clara County assessor.
27. "Significant industrial user" means any industrial user of the city's wastewater disposal system who (a) has a discharge flow of ten thousand gallons or more per average workday; or (b) has a flow greater than five percent of the flow in the city's wastewater treatment system; or (c) has wastes which are toxic pollutants as defined pursuant to Section 307 of the Act or State of California Statutes and rules; or (d) is found by the city, state control agency or the U.S. Environmental Protection Agency (EPA) to have significant impact, either singly or in combination with other contributing industries, on the wastewater treatment system, the quality of sludge, the system's effluent quality, or air emissions generated by the system; or (e) is subject to categorical pretreatment standards

Section 2. Section 13.20.090 (Specific Pollutant Limitations) of Chapter 13.20 (Sewers and Industrial Waste) of Title 13 (Public Services) is hereby amended to read as follows:

13.20.090 - Specific pollutant limitations.

It unlawful for any user to discharge wastewater containing in excess of:

610 mg/L	BOD
1000 mg/L	TSS
100 mg/L	Grease and oil as petroleum hydrocarbons
40 degrees C.	Temperature
6.5 to 11.0 pH units	pH
0.88 mg/L	Arsenic
0.01 mg/L	Cadmium
5.1 mg/L	Total chromium
1.8 mg/L	Copper
1.8 mg/L	Cyanide
0.5 mg/L	Lead
0.03 mg/L	Mercury
2.7 mg/L	Nickel
4.2 mg/L	Silver
1.4 mg/L	Zinc
2,900 mg/L	Chloride
2,500 mg/L	Sodium
9,500 mg/L	Total dissolved solids
Trace mg/L	Total identifiable chlorinated hydrocarbons

Trace mg/L	Toxic organic compounds (priority pollutants as defined by the EPA)
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Concentrations apply at the point where the industrial waste is discharged to the POTW. All concentrations for metallic substances are for "total" metals unless indicated otherwise.

The administrator may impose mass limitations in addition to or in place of the concentration-based limitations above.

Section 3. Severability

If any section, subsection, sentence, clause or phrase in this Ordinance is for any reason held invalid, the validity of the remainder of the Ordinance will not be affected. The city council hereby declares it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or is declared invalid.

Section 4. Effective Date; Posting.

This Ordinance shall take effect 30 days after adoption by Council. The City Clerk is hereby directed to publish this Ordinance or a summary thereof pursuant to Government Code Section 36933.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE CITY COUNCIL HELD ON THE 24th DAY OF APRIL 2024, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE 15th DAY OF MAY 2024, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:

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

APPROVED:

ATTEST:

MARK TURNER, Mayor

MICHELLE BIGELOW, City Clerk

□ **CERTIFICATE OF THE CITY CLERK** □

I, MICHELLE BIGELOW, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. xxxx, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the 15th day of May 2024.

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

DATE: _____

MICHELLE BIGELOW, City Clerk

ORDINANCE NO. xxxx, NEW SERIES

**AN ORDINANCE OF THE CITY OF MORGAN HILL
AMENDING SECTION 13.20.030 (DEFINITIONS) AND
SECTION 13.20.090 (SPECIFIC POLLUTANT
LIMITATIONS) OF CHAPTER 13.20 (SEWERS AND
INDUSTRIAL WASTE) OF TITLE 13 (PUBLIC SERVICES),
TO REGULATE SEWER USE AND SET UNIFORM
REQUIREMENTS FOR DISCHARGES INTO THE
WASTEWATER COLLECTION AND TREATMENT SYSTEM.**

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

Section 1. Section 13.20.030 (Definitions) of Chapter 13.20 (Sewers and Industrial Waste) of Title 13 (Public Services) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

13.20.030 - Definitions.

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The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

1. "Act" or "the Act" means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq.
2. "Categorical Pretreatment Standards or ~~Categorical S~~standards" means National ~~Categorical~~ Pretreatment Standards or Pretreatment Standard.
3. "City certified contractor" means a contractor that is certified by an accredited agency along with the City of Morgan Hill to perform inspection and repair on private sewer lateral and sanitary sewer collection system.
4. "Common interest development" means a development managed or governed by a homeowners' association. Examples of common interest developments may include condominium projects (in which the individual units are owned), planned unit developments, community apartment projects (in which the individual units are leased to tenants), and stock cooperatives.

5. "Domestic waste" means a combination of liquid or water ~~carrying containing~~ human ~~waste, or kitchen waste~~ conducted away from ~~residential residences, business buildings, and or~~ institutional ~~sal~~ buildings.
6. "Environmental Protection Agency (~~USEPA~~)" ~~or "EPA"~~ means the U.S. Environmental Protection Agency; ~~or,~~ where appropriate, the term may also be used as a designation for the administrator or other duly authorized official of said agency.
7. "Garbage," "refuse" and all other terms used in this chapter shall have the same meaning given to them in ~~Ordinance No. 129, New Series, Section Code 13.28.010.LLL~~
8. "Homeowners' association" means a non-profit corporation or unincorporated association created for the purpose of managing or governing a common interest development and that operates in accordance with governing documents, whether or not the corporation or association is formally designated or commonly referred to as a homeowners' association.
9. ~~Indirect Discharge or Discharge; The discharge or the introduction of non-domestic pollutants from any source regulated under section 307(b) and (c) or (d) by the Act, into the Plant (including holding tank waste discharged into the system),~~
- 8.10. ~~Industrial User (or User); Any contributor of industrial waste or wastewater or a source of indirect discharge,~~
- 9.11. "Industrial waste" means a combination of liquid or water-carried waste resulting from the ~~manufacturing~~ processes employed in commercial or industrial establishments, including ~~the~~ washing, cleaning, or drain water from such processes.
- 10.12. "Inspector" means the authorized inspector or representative of the city engineer.
13. "Interceptor" means a ~~device or trap to prevent the amount of grease, sand, oil or other solids or semi-solids from entering the sewer system. device used to separate and retain from waste, deleterious or undesirable matter, including grease and sand.~~
14. ~~"Interference" means a Discharge which, alone or in conjunction with a discharge or discharges from other sources, both:~~

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- (1) Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and
- (2) Therefore is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act

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11.15. "National Categorical Pretreatment Standard" or "pretreatment standard" means any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act (33 U.S.C. 1347) which applies to a specific category of industrial users. "National Pretreatment Standard, Pretreatment Standard, or Standard" means any regulation containing pollutant discharge limits promulgated by the EPA in accordance with section 307 (b) and (c) of the Act, which applies to Industrial Users. This term includes prohibitive discharge limits established pursuant to § 403.5.

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12.16. "National Prohibitive Discharge Standard" or "prohibitive discharge standard" means any regulation developed under the authority of Section 307(b) of the Act and 40 Codified Federal Regulations (CFR), Section 403.5.

13.17. "New source" means any source, the construction of which is commenced after the publication of proposed regulations prescribing a Section 307 (c) (33 U.S.C. 1317) Categorical Pretreatment Standard.

14.18. "Permittee" means the person to whom a wastewater permit has been issued pursuant to this chapter.

15.19. "Person" means an individual, firm, partnership, corporation, or government agency, and their heirs, assigns or agents.

16.20. "Pretreatment" or "standard" means ~~the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutants' properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a publicly-owned treatment works (POTW). The reduction or alteration can be~~

~~obtained by physical, chemical or biological processes, or process changes other means, except as prohibited by 40 CFR Section 403.6(d); the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutants' properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a publicly owned treatment works (POTW). The reduction or alteration can be obtained by physical, chemical, or biological processes, process changes, or other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.~~

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~~17.21.~~ "Pretreatment requirements" means any substantive or procedural requirement related to pretreatment, other than a ~~National P~~pretreatment ~~S~~standard imposed on an ~~industrial~~ user.

~~18.22.~~ "Private sanitary sewer collection system" shall mean any sanitary sewer pipe originating or located at least partially on a common interest development collecting wastewater from more than one building sanitary sewer, including, but not limited to: apartment buildings, business complexes, mobile home parks, condominiums, or townhomes. This excludes single-family residential property with an accessory dwelling unit.

~~19.23.~~ "Private sewer lateral" means the sewer pipeline from the plumbing of a building to a public sewer collection line, including portions that extend across public rights-of-way and the Saddle, wye or other physical connection to the collection line. Private sewer laterals are privately owned and maintained.

~~20.24.~~ "Public sewer" means a main or collector sanitary sewer dedicated to public use.

~~21.25.~~ "Qualified contractor" means, for the purposes of private sewer lateral inspection or repair and private sanitary sewer collection system inspection or repair, a licensed plumbing contractor with a City of Morgan Hill business license and an active pipeline or lateral assessment certification from the National Association of Sewer Service Companies.

~~22.26.~~ "Sale of property" means a change in ownership by purchase or otherwise involving a transfer of legal title to real property, except for any transfer excluded from property tax reassessment by Revenue and Taxation Code Section 60 et seq. and/or as determined by the Santa Clara County assessor.

~~23.27.~~ "Significant industrial user" means any industrial user of the city's wastewater disposal system who (a) has a discharge flow of ten thousand

gallons or more per average workday; or (b) has a flow greater than five percent of the flow in the city's wastewater treatment system; or (c) has wastes which are toxic pollutants as defined pursuant to Section 307 of the Act or State of California Statutes and rules; or (d) is found by the city, state control agency or the U.S. Environmental Protection Agency (EPA) to have significant impact, either singly or in combination with other contributing industries, on the wastewater treatment system, the quality of sludge, the system's effluent quality, or air emissions generated by the system; or (e) is subject to categorical pretreatment standards.

Section 2. Section 13.20.090 (Specific Pollutant Limitations) of Chapter 13.20 (Sewers and Industrial Waste) of Title 13 (Public Services) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

13.20.090 - Specific pollutant limitations.

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It unlawful for any user to discharge wastewater containing in excess of:

1000-610 mg/L	BOD
1000 mg/L	TSS
* mg/L	TDS
100 mg/L	Grease and oil as petroleum hydrocarbons
40 degrees C.	Temperature
6.5 to 11.0 pH units	pH
1-1-0.88 mg/L	Arsenic
0.01 mg/L	Cadmium
5.1 mg/L	Total chromium
1.8 mg/L	Copper
1.8 mg/L	Cyanide

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1.6-0.5 mg/L	Lead
0.03 mg/L	Mercury
2.7 mg/L	Nickel
4.2 mg/L	Silver
1.4 mg/L	Zinc
2,900 mg/L	Chloride
2,500 mg/L	Sodium
9,500 mg/L	Total dissolved solids
Trace mg/L	Total identifiable chlorinated hydrocarbons
Trace mg/L	Toxic organic compounds (priority pollutants as defined by the EPA)

Concentrations apply at the point where the industrial waste is discharged to the POTW. All concentrations for metallic substances are for "total" metals unless indicated otherwise.

The administrator may impose mass limitations in addition to or in place of the concentration-based limitations above.

Section 3. Severability

If any section, subsection, sentence, clause or phrase in this Ordinance is for any reason held invalid, the validity of the remainder of the Ordinance will not be affected. The city council hereby declares it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or is declared invalid.

Section 4. Effective Date; Posting.

~~Pursuant to California Water Code Section 376, this Ordinance shall be effective upon adoption. Within ten (10) days of its adoption, this ordinance shall be published in full once in a newspaper of general circulation which is printed, published, and circulated in the City of Morgan Hill.~~

This Ordinance shall take effect 30 days after adoption by Council. The City Clerk is hereby directed to publish this Ordinance or a summary thereof pursuant to Government Code Section 36933.

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Amendments to the City of Morgan Hill Sewers and Industrial Waste Ordinance

April 24, 2024

Summary of updates to the Sewers and Industrial Waste Ordinance

1

Add language to the definitions for clarifications of the users.

2

Modify and add local limits values to the pollutant table.

Why the need for the updates

Morgan Hill's Pretreatment Program is administered by the South County Regional Wastewater Authority (SCRWA) which is required to revise their Sewer Use Ordinance (SUO) by the State Board.

- Ensure uniformity with the SUOs;
- Eliminate potential confusion for the users.



Will changes impact the end users drastically?

- The changes are protective in nature, they will help the collection system, treatment plant, sludge quality, water quality.
- The updates are minimal and were declared "non-substantial modification" by the State Water Resources Control Board.



Local limits Table (old and New).

The required changes for the local limits are in green in the table below.

Parameter	Old Daily Maximum (mg/l)	New Daily Maximum (mg/l)
Arsenic (As)	1.1	0.88
BOD	1000	610
Cadmium (Cd)	0.01	0.01
Chloride	N/A	2,900
Chromium (Cr)	5.1	5.1
Copper (Cu)	1.8	1.8
Cyanide (CN)	1.8	1.8
Lead (Pb)	1.6	0.5
Mercury (Hg)	0.03	0.03
Nickel (Ni)	2.7	2.7
Silver (Ag)	4.2	4.2
Sodium	N/A	2,500
Total dissolved solids	N/A	9,500
Total suspended solids	1,000	1,000
Zinc (Zn)	1.4	1.4
Oil and Grease (petroleum)	100	100

Recommendations

Review and accept the updates to the Sewer Use Ordinance (SUO).



Questions



CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT

MEETING DATE: April 24, 2024

PREPARED BY:

Dat Nguyen, Finance Director

APPROVED BY: City Manager

RECEIVE MONTHLY BUDGET UPDATE; MARCH 2024 FINANCIAL AND INVESTMENT REPORTS; AND CITY MANAGER AUTHORITY REPORT

RECOMMENDATION(S)

Accept and file report.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Preserving and Cultivating Public Trust

2024-2025 Strategic Priorities

Fiscal Sustainability

Community Engagement

REPORT NARRATIVE:

As part of the City Council's expectation to maintain a high level of transparency and to be responsible stewards of public funds, staff is providing this monthly budget update, along with the March 2024 financial and investment reports.

March 2024 Financial Report

The Revenue and Expense Summary through March 2024 is included on the first page of the monthly financial report. Overall, General Fund revenues total \$32.0 million or about 60% of the budget. This represents an increase of \$1.6 million or about 5% from the prior year to date, mainly from higher property tax and recreation services revenues. Expenditures, including encumbrances, amounted to \$43.3 million, of which approximately \$3.0 million is attributable to outstanding encumbrances, compared to prior year expenditures, including encumbrances, of \$41.3 million. This represents an increase of \$2.0 million, including encumbrances, compared to the prior year. Excluding the encumbrances, expenditures increased by about \$1.6 million mainly due to new programs such as Innovative Transit, continued recovery in Recreation Services, as well as overall cost increases.

Budget Update

There has been no material change to the City's estimated revenue since the last budget update to the Council on March 6, 2024. For water revenue, Morgan Hill residents consumed about 3% less water through March compared to the prior three-year average. As such, no revenue stabilization water rate was implemented.

Staff continue to prepare the Recommended Fiscal Years 2024-2026 Budget with an anticipated release date by May 1, 2024. Additionally, staff plan to host a booth at the Open Streets event on May 11 with budget information, and introduce the Recommended Budget to the City Council on May 15.

City's Manager's Authority Report

Pursuant to the City Council Policy 18-05 - Report on delegation of authority to City Manager, Page 21 of Attachment 1 lists the contracts and or agreements between \$25,000 to \$60,000, or the limit of the California Uniform Public Construction Cost Accounting Act (CUPCCAA), entered into by the City Manager since the last report from January 23, 2024, through April 16, 2024.

COMMUNITY ENGAGEMENT:

Inform

Finance staff prepares these financial reports to inform City officials, the Council, the Community, and various lenders and stakeholders about the financial health of the organization, which assists each one of the interested parties in making sound financial and investment decisions.

ALTERNATIVE ACTIONS:

No alternative action is recommended, as this is a monthly financial report on City transactions which have already occurred.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council receives and files the financial and investment report each month. City Council receives monthly financial and investment reports under the Consent Agenda, and quarterly financial and investment reports are presented to City Council as an "Other Business" item.

FISCAL AND RESOURCE IMPACT:

The preparation of the report is a part of the Finance workplan.

CEQA (California Environmental Quality Act):

Not a Project

Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment

CITY OF MORGAN HILL
Monthly Financial and Investment Reports
March 31, 2024 - 75% of Year Complete



CITY OF MORGAN HILL

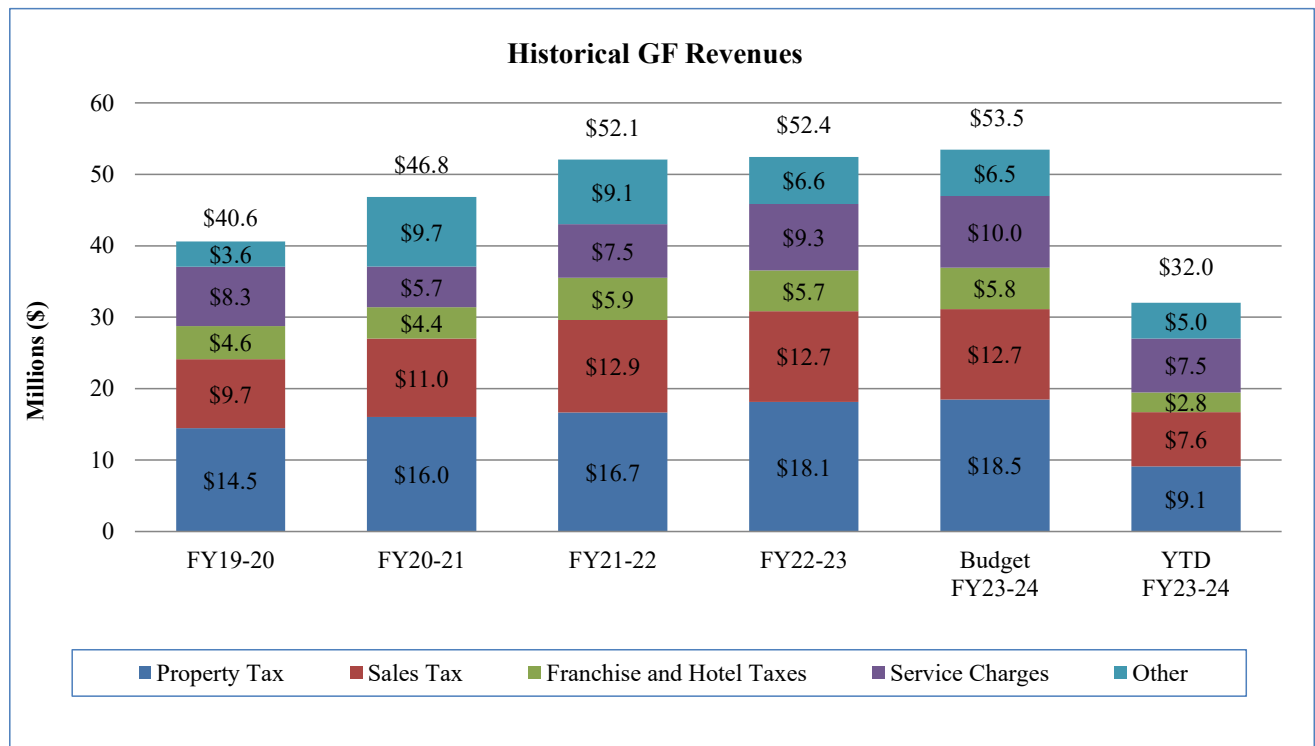
Prepared by:
FINANCE DEPARTMENT



CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2023-24
FOR THE MONTH ENDED MARCH 2024 – 75% OF YEAR COMPLETE

- **General Fund** – Revenues through March totaled \$32.0 million, or about 60% of the budgeted. This represents an increase of \$1.6 million or about 5% from the prior year to date, mainly from higher property tax and recreation services revenues. With respect to the property tax revenue forecast, the County estimates the City will receive approximately \$19.0 million in property tax revenue for the current fiscal year, about \$0.5 million more than the budget of \$18.5 million. As for sales tax, HdL, the City's sales tax consultant revised the City's current fiscal year sales tax revenue estimate, before tax rebates, to \$12.6 million, a slight improvement from prior estimate but still below the current budget by about \$0.1 million.

The chart below shows historical General Fund revenues by major revenue category from FY19-20 through FY22-23 Actual, FY23-24 Budget, and YTD as of March 31, 2024.



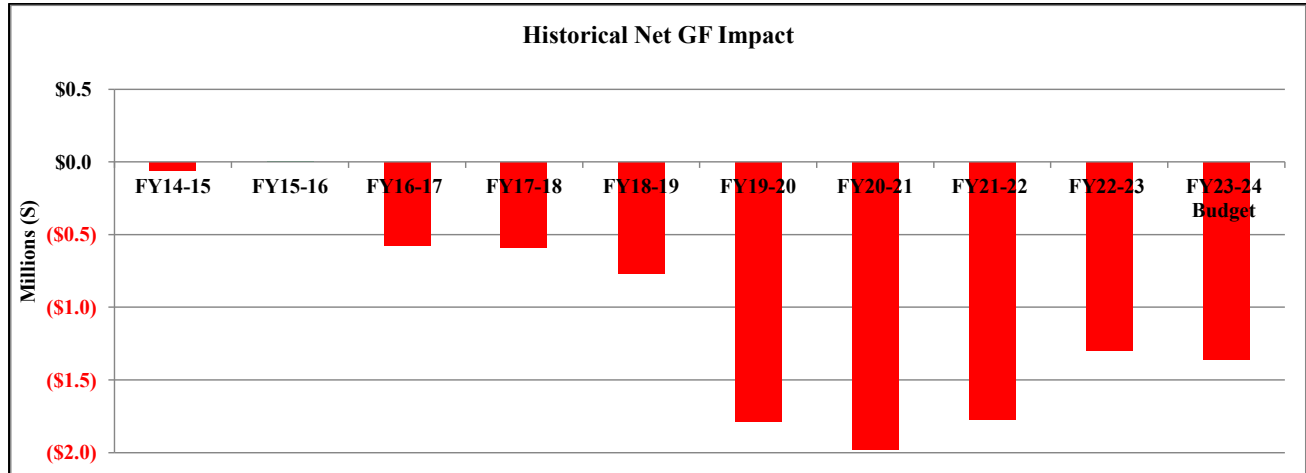
General Fund expenditures and encumbrances through March totaled \$43.3 million, of which approximately \$3.0 million is attributable to outstanding encumbrances, compared to prior year expenditures, including encumbrances, of \$41.3 million. This represents an increase of \$2.0 million, including encumbrances, compared to the prior year. Excluding the encumbrances, expenditures increased by about \$1.6 million mainly due to new programs such as Innovative Transit, continued recovery in Recreation Services, as well as overall cost increases.

- **Community Services** – The Community Services Department’s recreation operations, as reflected in the schedule presented on page 7 of the Monthly Financial and Investments Reports, shows a negative impact to the General Fund of approximately \$1.4 million as of March 31, 2024. Recreation Services revenues continue to recover from the pandemic and are on target with budget.



CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2023-24
FOR THE MONTH ENDED MARCH 2024 – 75% OF YEAR COMPLETE

The chart below shows the historical net impact of Recreation Operations to the general fund.



Due to longstanding governmental accounting and budgeting convention, the City’s recreation operations are not charged for indirect costs (known in Morgan Hill as “General Fund Administration”) from the central services departments of City Attorney, City Manager, and Administrative Services. The City’s other governmental funds, such as Development Services, and the proprietary funds, such as Water and Wastewater, and the Information Services Fund, are assessed such charges through the City’s indirect cost allocation plan, prepared in compliance with the guidelines set forth in the Code of Federal Regulations Title 2, Chapter II, Part 200 (formerly OMB Circular No. A-87), which mandates certain calculation and cost allocation practices that must be followed in order to qualify for Federal grant funding, but which also represents best practice for non-grant funded City operations like utilities and information services.

- **Development Services Fund** – Revenues through March totaled \$4.1 million compared to the prior year to date amount of approximately \$4.6 million. Expenditures, including encumbrances, totaled \$4.4 million.
- **Debt Service Funds** – Expenditures through January totaled \$0.6 million. The debt service for the first half of the year includes both interest and principal, while the second half of the year will include interest only. Debt service payments were all scheduled when the bonds were issued and are budgeted for in the months delineated in the underlying bond documents. The General Fund’s portion of the annual debt service payments is approximately \$200,000, less than one percent of the General Fund’s budgeted revenues.



CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2023-24
FOR THE MONTH ENDED MARCH 2024 – 75% OF YEAR COMPLETE

- **Wastewater Operations** – Revenues through March 31, 2024 totaled \$10.1 million. Expenditures and outstanding encumbrances totaled \$11.0 million or 71% of the budget. The table below shows historical Wastewater Operations revenues and expenditures from FY19-20 through FY22-23 Actual, FY23-24 Budget, and YTD as of March 31, 2024.

(amount in millions)	FY19-20	FY20-21	FY21-22	FY22-23	Budget FY23-24	YTD FY23-24
Revenues	11.9	13.3	14.9	15.3	15.6	10.1
Expenditures	12.3	13.3	14.8	16.0	15.6	11.0
Operating Margin	(0.4)	-	0.1	(0.7)	-	(0.9)
Operating Margin without Encumbrances	(0.1)	-	0.1	(0.7)	-	(0.8)

- **Water Operations** – Water Operations includes Utility Billing, Water Conservation, and Water Operations. Revenues through March 31, 2024 totaled \$12.6 million. Water Operations expenditures, including outstanding encumbrances, totaled \$14.6 million. Morgan Hill residents consumed about 3% less water through March compared to the prior three-year average. As such, no revenue stabilization water rate was implemented. The table below shows Water Operations revenues and expenditures from FY19-20 through FY22-23 Actual, FY23-24 Budget, and YTD as of March 31, 2024.

(amount in millions)	FY19-20	FY20-21	FY21-22	FY22-23	Budget FY23-24	YTD FY23-24
Revenues	15.3	16.5	16.0	18.1	19.8	12.6
Expenditures	16.4	16.5	15.2	18.0	20.3	14.6
Operating Margin	(1.1)	-	0.8	0.1	(0.5)	(2.0)
Operating Margin without Encumbrances	(0.1)	-	0.8	0.1	(0.5)	(1.4)

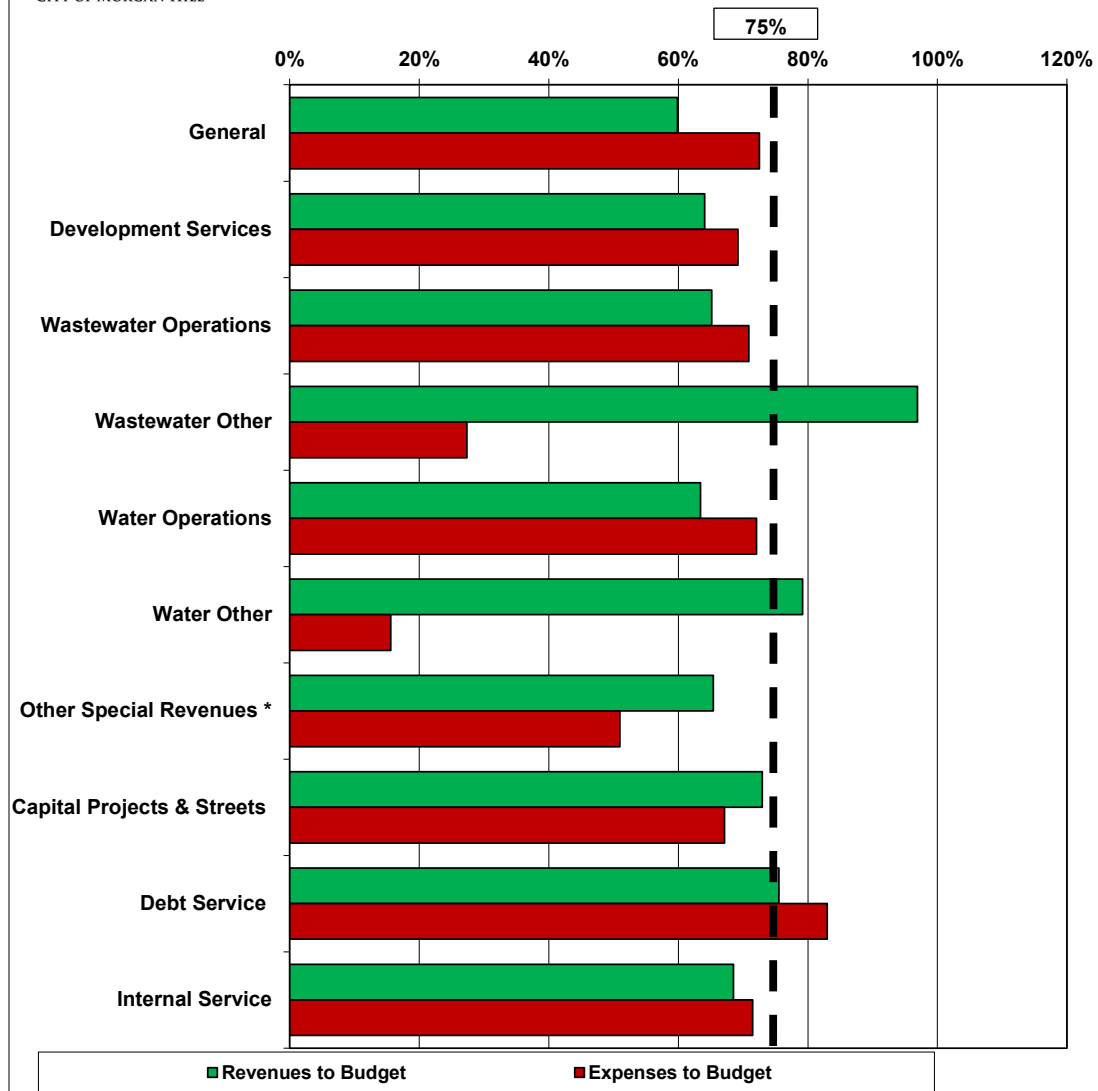
- **Investments** – Three securities were called, and three new securities were purchased. Total interest earnings received on investments were \$327,000 during the month.



Morgan Hill YTD Revenue & Expense Summary

March 31, 2024 - 75% of Year Complete

Percentage of Actual to Budget



FUND NAME	REVENUES		EXPENSES	
	ACTUAL	% OF BUDGET	ACTUAL PLUS ENCUMBRANCES	% OF BUDGET
General	\$ 32,006,281	60%	\$ 43,308,753	73%
Development Services	4,057,331	64%	4,419,443	69%
Wastewater Operations	10,140,808	65%	11,032,878	71%
Wastewater Other	9,522,603	97%	11,969,867	27%
Water Operations	12,550,986	63%	14,649,242	72%
Water Other	6,885,881	79%	2,882,984	16%
Other Special Revenues *	5,800,045	65%	5,161,707	51%
Capital Projects & Streets	10,435,038	73%	29,032,678	67%
Debt Service	512,533	76%	563,267	83%
Internal Service	8,745,385	68%	9,744,971	71%
TOTAL FOR ALL FUNDS	\$ 100,656,890	67%	\$ 132,765,791	58%

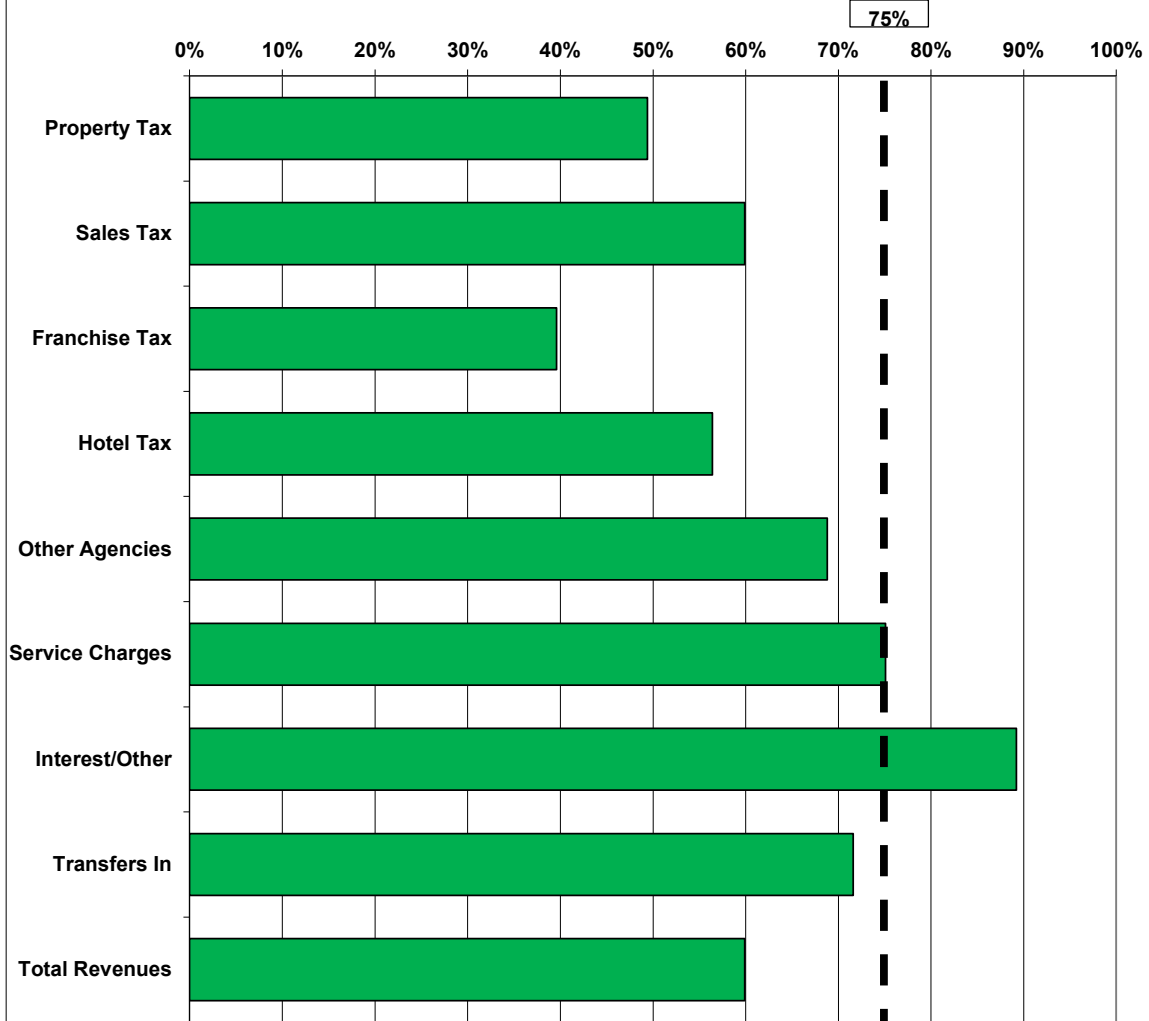
* Includes all Special Revenue Funds except Development Services Fund and Street Funds.



Morgan Hill YTD General Fund Revenues

March 31, 2024 - 75% of Year Complete

Percent of Actual to Budget



REVENUE CATEGORY	BUDGET	ACTUAL	% OF BUDGET	PRIOR YEAR TO DATE	% CHANGE FROM PRIOR YEAR
Property Tax	\$ 18,472,000	\$ 9,120,367	49%	\$ 8,770,722	4%
Sales Tax	12,673,967	7,587,252	60%	7,661,297	-1%
Franchise Tax	2,983,800	1,181,910	40%	1,066,262	11%
Hotel Tax	2,800,000	1,578,021	56%	1,643,563	-4%
Other Agencies	1,011,233	696,176	69%	804,910	-14%
Service Charges	10,036,079	7,537,846	75%	6,882,302	10%
Interest/Other	2,143,687	1,912,637	89%	1,420,001	35%
Transfers In	3,342,540	2,392,073	72%	2,111,252	13%
TOTAL REVENUES	\$ 53,463,306	\$ 32,006,281	60%	\$ 30,360,309	5%

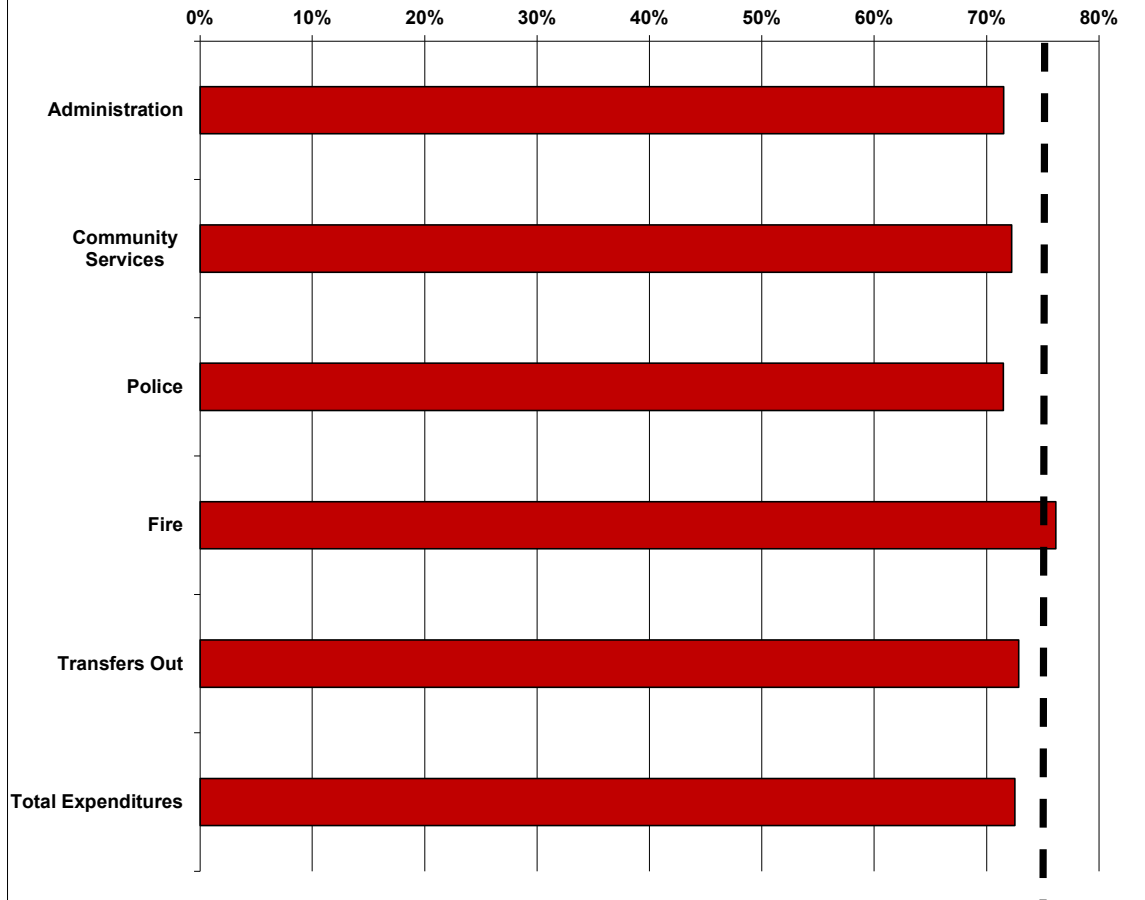


Morgan Hill YTD General Fund Expenditures

March 31, 2024 - 75% of Year Complete

Percent of Actual to Budget

75%



EXPENDITURE CATEGORY	BUDGET	ACTUAL PLUS ENCUMBRANCES	% OF BUDGET	PRIOR YTD PLUS ENCUMBRANCES	% CHANGE FROM PRIOR YEAR
Administration	\$ 6,489,162	\$ 4,640,884	72%	\$ 4,800,886	-3%
Community Services	17,780,940	12,844,552	72%	11,437,014	12%
Police	23,056,204	16,483,577	71%	15,138,332	9%
Fire	9,139,905	6,961,914	76%	6,517,581	7%
Transfers Out	3,263,767	2,377,825	73%	3,365,486	-29%
TOTAL EXPENDITURES	\$ 59,729,978	\$ 43,308,753	73%	\$ 41,259,300	5%

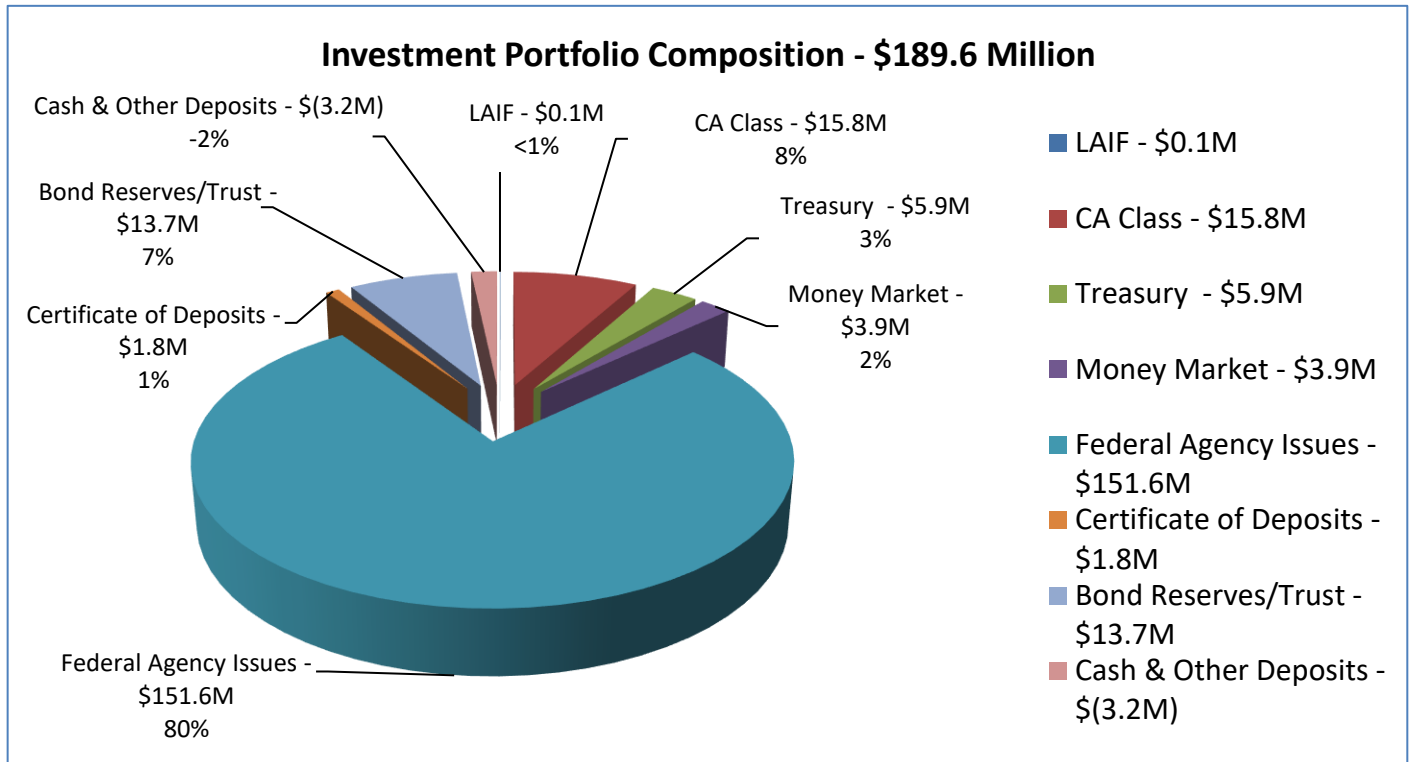


City of Morgan Hill
Recreation Report - Fiscal Year 2023-24
For the Month Ended March 31, 2024
75% of Year Complete

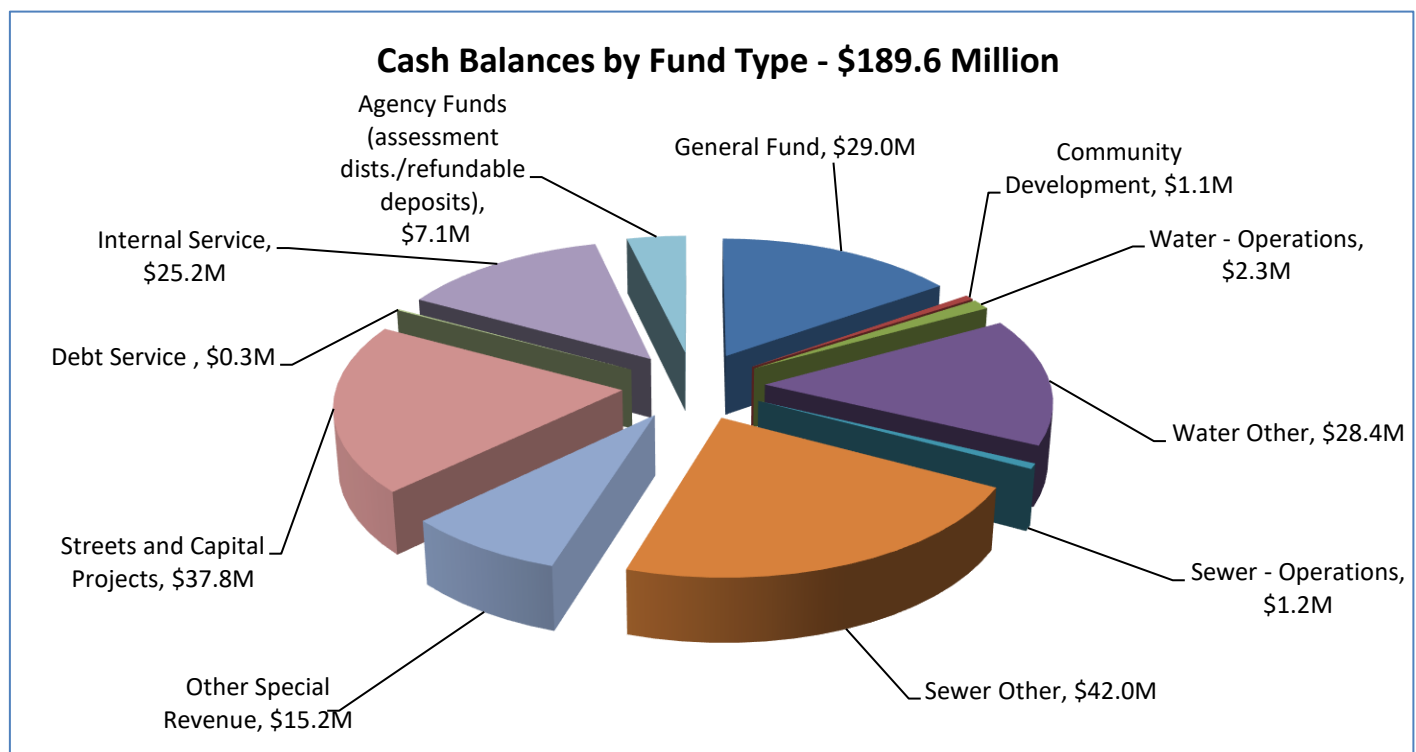
	<u>Budget</u>	<u>March 2024</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues				
Membership Services & Rec Programs	\$ 5,656,265	\$ 421,799	\$ 4,248,983	
Facility Rentals	1,203,269	158,414	1,206,658	
Community Services	152,498	2,019	50,662	
Transfers in	75,000	6,250	56,250	
Total Revenues	<u>\$ 7,087,032</u>	<u>\$ 588,482</u>	<u>\$ 5,562,553</u>	78%
Less: Expenditures				
Membership & Program Services	\$ 7,268,962	\$ 814,577	\$ 5,311,133	
Facility Rentals	573,524	45,502	433,705	
Community Services	672,192	58,374	431,551	
Total Expenditures	<u>\$ 8,514,679</u>	<u>\$ 918,451</u>	<u>\$ 6,176,389</u>	73%
Net Impact without encumbrances	<u>\$ (1,427,647)</u>	<u>\$ (329,970)</u>	<u>\$ (613,836)</u>	
Encumbrances	-	-	824,029	
Net Impact with encumbrances	<u>\$ (1,427,647)</u>	<u>\$ (329,970)</u>	<u>\$(1,437,865)</u>	

City of Morgan Hill Monthly Investment Report - March 31, 2024

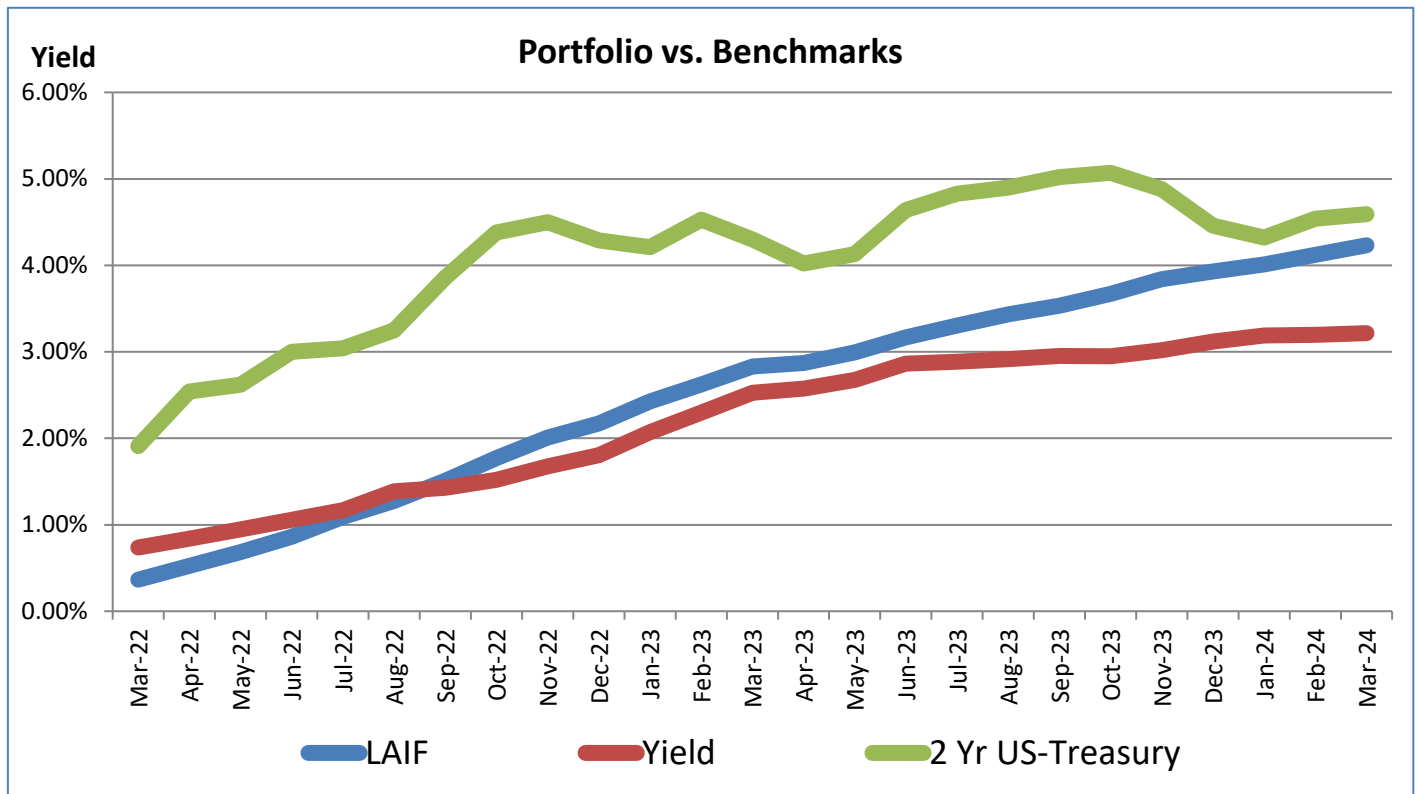
The following are the snapshots of City's investment portfolio as of March 31, 2024. The first chart shows the portfolio composition by investment type:



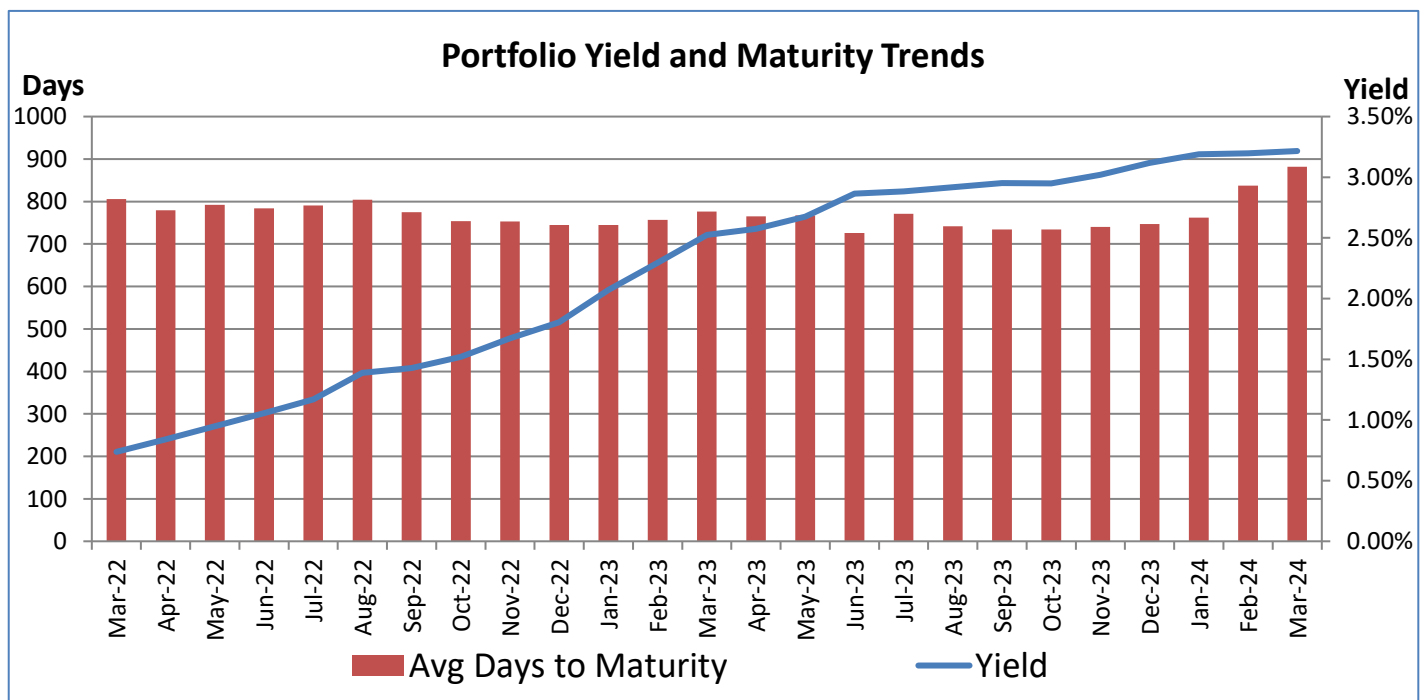
The chart below shows cash balances by fund type reconciled to City's financial system:



The following chart illustrates a yield comparison by month among the City's portfolio, LAIF and 2-Year US Treasury:



The chart below illustrates monthly average days to maturity of the City's portfolio along with the weighted average yield for the past two years:





City of Morgan Hill
Investment Portfolio Detail
As of March 31, 2024

Investment Type	CUSIP	Settlement Date	Cost Value	Book Value	% of Portfolio	Market Value	YTM at Cost	Next Call Date	Date of Maturity
L A I F			\$ 59,773	\$ 59,773	0.0%	\$ 59,387	4.23%		
California C L A S S			15,755,760	15,755,760	8.3%	15,755,760	5.42%		
US Bank - Portfolio of Securities									
Dreyfus Treasury Agency MM	261908107		385,167	385,167	0.2%	385,167	5.20%		
Treasury Note	91282CCZ2	10/8/2021	1,987,656	1,993,801	1.1%	1,830,400	1.00%	9/30/2026	9/30/2026
Treasury Note	9128286R6	3/28/2022	1,996,320	1,999,856	1.1%	1,995,000	2.34%	4/30/2024	4/30/2024
Treasury Note	912828U24	6/13/2022	1,904,688	1,943,438	1.0%	1,877,500	3.16%	11/15/2026	11/15/2026
FFCB Bond	3133ELVX9	4/8/2020	2,000,000	2,000,000	1.1%	1,998,400	0.88%	4/8/2024	4/8/2024
FFCB Bond	3133ELC28	5/27/2020	2,000,000	2,000,000	1.1%	1,904,620	0.73%	4/27/2024	5/27/2025
FHLMC Bond	3134GVYN2	6/3/2020	2,000,000	2,000,000	1.1%	1,941,540	0.60%	12/3/2024	12/3/2024
FHLMC Bond	3134GWZG4	10/20/2020	2,000,000	2,000,000	1.1%	1,871,080	0.60%	4/20/2024	10/20/2025
FHLMC Bond	3134GW3X2	10/27/2020	2,000,000	2,000,000	1.1%	1,870,860	0.63%	4/27/2024	10/27/2025
FFCB Bond	3133EMFR8	11/3/2020	2,000,000	2,000,000	1.1%	1,868,500	0.54%	4/3/2024	11/3/2025
FNMA Bond	3135GA4P3	11/18/2020	2,000,000	2,000,000	1.1%	1,862,660	0.65%	11/18/2024	11/18/2025
FHLMC Bond	3134GXEJ9	11/24/2020	2,000,000	2,000,000	1.1%	1,866,080	0.64%	5/24/2024	11/24/2025
FFCB Bond	3133EMHF2	11/24/2020	1,000,000	1,000,000	0.5%	932,830	0.60%	4/24/2024	11/24/2025
FHLMC Bond	3134GXC51	11/25/2020	3,000,000	3,000,000	1.6%	2,798,070	0.63%	11/25/2024	11/25/2025
FHLMC Bond	3134GXFA7	11/30/2020	2,000,000	2,000,000	1.1%	1,865,940	0.65%	5/26/2024	11/26/2025
FFCB Bond	3133EMLC4	12/22/2020	2,000,000	2,000,000	1.1%	1,855,520	0.47%	4/22/2024	12/22/2025
FHLB Bond	3130AKQ74	1/22/2021	2,000,000	2,000,000	1.1%	1,854,560	0.63%	7/22/2024	1/22/2026
FNMA Bond	3135G06R9	1/28/2021	2,000,000	2,000,000	1.1%	1,850,840	0.55%	7/28/2024	1/28/2026
FHLB Bond	3130AKRN8	1/28/2021	2,000,000	2,000,000	1.1%	1,849,040	0.65%	7/28/2024	1/28/2026
FHLB Bond	3130ALCV4	2/24/2021	2,000,000	2,000,000	1.1%	1,855,840	0.75%	5/24/2024	2/24/2026
FHLB Bond	3130ALDB7	2/25/2021	2,000,000	2,000,000	1.1%	1,848,860	0.66%	5/25/2024	2/25/2026
FHLB Bond	3130AKZ25	2/26/2021	2,000,000	2,000,000	1.1%	1,850,480	0.65%	5/26/2024	2/26/2026
FHLB Bond	3130ALGS7	3/10/2021	2,000,000	2,000,000	1.1%	1,854,360	0.85%	6/10/2024	3/10/2026
FHLB Bond	3130ALEP5	3/16/2021	2,000,000	2,000,000	1.1%	1,847,780	0.70%	6/16/2024	3/16/2026
FHLB Bond	3130ALDN1	3/16/2021	2,000,000	2,000,000	1.1%	1,851,500	0.80%	6/16/2024	3/16/2026
FHLB Bond	3130AMNH1	6/9/2021	2,000,000	2,000,000	1.1%	1,849,740	1.08%	4/9/2024	6/9/2026
FHLB Bond	3130AMYJ5	6/30/2021	2,000,000	2,000,000	1.1%	1,842,560	1.00%	6/30/2024	6/30/2026
FHLB Bond	3130AMYP1	7/15/2021	3,000,000	3,000,000	1.6%	2,766,420	1.13%	4/15/2024	7/15/2026
FHLB Bond	3130AMYS5	7/15/2021	2,000,000	2,000,000	1.1%	1,899,880	0.85%	4/15/2024	7/15/2025
FHLB Bond	3130ANJCS	8/26/2021	2,000,000	2,000,000	1.1%	1,819,600	0.80%	8/26/2024	8/26/2026
FHLB Bond	3130ANLW8	8/26/2021	3,000,000	3,000,000	1.6%	2,747,040	1.00%	5/26/2024	8/26/2026
FHLB Bond	3130ANLZ1	8/26/2021	2,000,000	2,000,000	1.1%	1,829,340	0.90%	8/26/2024	8/26/2026
FHLB Bond	3130A8XY4	9/13/2021	2,103,340	2,050,578	1.1%	1,875,860	0.82%	9/11/2026	9/11/2026
FFCB Bond	3133EM4X7	9/28/2021	1,982,960	1,991,595	1.1%	1,826,220	0.98%	9/10/2026	9/10/2026
FHLB Bond	3130APCH6	9/29/2021	3,000,000	3,000,000	1.6%	2,746,740	1.13%	4/29/2024	9/29/2026
FHLB Bond	3130ANZE3	9/30/2021	2,000,000	2,000,000	1.1%	1,825,240	0.88%	9/30/2026	9/30/2026
FHLB Bond	3130AP6N0	9/30/2021	3,000,000	3,000,000	1.6%	2,745,870	1.05%	6/30/2024	9/30/2026
FHLB Bond	3130AP6M2	9/30/2021	3,000,000	3,000,000	1.6%	2,740,440	1.02%	6/30/2024	9/30/2026
FHLB Bond	3130APCG8	10/19/2021	2,000,000	2,000,000	1.1%	1,824,800	1.00%	4/19/2024	10/19/2026
FHLB Bond	3130APNX9	11/18/2021	2,000,000	2,000,000	1.1%	1,838,880	1.30%	11/18/2024	11/18/2026
FHLB Bond	3130AQHU0	1/19/2022	2,000,000	2,000,000	1.1%	1,884,520	1.74%	7/19/2024	1/19/2027
FHLB Bond	3130AQKT9	1/25/2022	2,000,000	2,000,000	1.1%	1,921,840	1.51%	7/25/2024	7/25/2025
FHLB Bond	3130AR4F5	3/10/2022	2,000,000	2,000,000	1.1%	1,952,920	3.48%	6/10/2024	3/10/2027
FHLMC Bond	3134GXUZ5	6/15/2022	2,000,000	2,000,000	1.1%	1,953,560	3.28%	12/15/2025	12/15/2025
FHLB Bond	3130ASPE3	7/28/2022	2,000,000	2,000,000	1.1%	1,969,580	4.30%	4/28/2024	7/28/2027
FNMA Bond	3135GACZ2	11/25/2022	2,000,000	2,000,000	1.1%	1,997,280	5.40%	5/25/2024	11/25/2024
FHLMC Bond	3134GY4B5	11/28/2022	2,000,000	2,000,000	1.1%	1,995,900	5.00%	5/15/2024	8/26/2024
FHLB Bond	3130AUP32	1/27/2023	2,250,000	2,250,000	1.2%	2,247,930	5.98%	4/27/2024	1/27/2028
FHLMCMTN Bond	3134GYGB2	1/30/2023	2,000,000	2,000,000	1.1%	1,983,320	5.20%	4/26/2024	1/26/2028
FHLMCMTN Bond	3134GYG22	2/16/2023	3,000,000	3,000,000	1.6%	2,980,800	5.13%	5/16/2024	11/16/2026
FHLB Bond	3130AVK92	4/5/2023	3,000,000	3,000,000	1.6%	2,999,880	5.00%	4/5/2024	4/5/2024
FHLB Bond	3130AVL83	4/6/2023	2,000,000	2,000,000	1.1%	1,997,340	5.20%	4/7/2024	10/7/2024
FHLB Bond	3130AVQ96	4/17/2023	2,000,000	2,000,000	1.1%	1,999,820	5.15%	4/17/2024	4/17/2024
FHLB Bond	3130AXY36	12/18/2023	2,000,000	2,000,000	1.1%	1,999,240	5.88%	3/18/2024	12/18/2028
FHLMCMTN Bond	3134H1MK6	12/21/2023	2,000,000	2,000,000	1.1%	1,997,400	5.40%	6/21/2024	12/21/2026

Investment Type	CUSIP	Settlement Date	Cost Value	Book Value	% of Portfolio	Market Value	YTM at Cost	Next Call Date	Date of Maturity
FHLB Bond	3130AYAG1	12/28/2023	2,000,000	2,000,000	1.1%	1,996,380	5.50%	6/28/2024	12/28/2028
FHLB Bond	3130AYBT2	1/2/2024	2,000,000	2,000,000	1.1%	2,002,440	5.40%	7/2/2024	1/2/2029
FHLMCTN Bond	3134H1NA7	1/5/2024	2,000,000	2,000,000	1.1%	1,998,180	5.63%	4/5/2024	1/5/2029
FHLB Bond	3130AYGX8	1/11/2024	2,000,000	2,000,000	1.1%	1,999,180	5.63%	4/11/2024	1/11/2029
FHLB Bond	3130AYF35	1/12/2024	2,000,000	2,000,000	1.1%	2,000,000	5.60%	4/12/2024	1/12/2029
FHLMCTN Bond	3134H1PC1	1/12/2024	2,000,000	2,000,000	1.1%	1,998,640	6.02%	4/12/2024	1/12/2029
FHLMCTN Bond	3134H1QG1	1/26/2024	3,000,000	3,000,000	1.6%	3,013,530	4.66%	7/26/2024	1/26/2029
FHLMCTN Bond	3134H1QMB	1/26/2024	2,000,000	2,000,000	1.1%	1,996,900	5.70%	4/26/2024	1/26/2029
FHLB Bond	3130AYLR5	2/2/2024	2,148,128	2,145,000	1.1%	2,143,541	5.25%	10/22/2024	1/22/2029
FHLMCTN Bond	3134HRW5	2/7/2024	2,000,000	2,000,000	1.1%	1,999,360	5.70%	5/7/2024	2/7/2029
FHLB Bond	3130AYXA9	2/12/2024	2,000,000	2,000,000	1.1%	1,997,300	5.50%	8/12/2024	2/12/2029
FHLMCTN Bond	3134H1SW4	2/15/2024	2,000,000	2,000,000	1.1%	1,997,920	5.63%	8/15/2024	2/15/2029
FHLMCTN Bond	3134H1TC7	2/15/2024	2,000,000	2,000,000	1.1%	1,997,620	5.65%	5/15/2024	2/15/2028
FHLMCTN Bond	3134H1TQ6	2/22/2024	2,000,000	2,000,000	1.1%	1,998,560	5.63%	5/22/2024	2/22/2027
FHLMCTN Bond	3134H1UN1	2/26/2024	1,200,000	1,200,000	0.6%	1,201,716	5.50%	2/26/2025	2/26/2029
FHLMCTN Bond	3134H1UN1	2/26/2024	2,000,000	2,000,000	1.1%	2,002,860	5.50%	2/26/2025	2/26/2029
FHLMCTN Bond	3134H1VC4	2/28/2024	2,000,000	2,000,000	1.1%	1,997,900	6.13%	5/28/2024	2/28/2029
FHLMCTN Bond	3134H1VR1	3/6/2024	2,000,000	2,000,000	1.1%	2,000,360	5.75%	9/6/2024	3/26/2029
FHLB Bond	3130B07A1	3/21/2024	4,000,000	4,000,000	2.1%	3,995,920	6.00%	6/21/2024	3/21/2029
FHLMCTN Bond	3134H1XV0	3/26/2024	2,000,000	2,000,000	1.1%	1,999,220	6.17%	6/26/2024	3/26/2029
CD - Zions Bancorp	98970LC43	3/31/2023	250,000	250,000	0.1%	250,195	5.40%	9/27/2024	9/27/2024
CD - Pacific Western Bank	69506YYD5	4/5/2023	250,000	250,000	0.1%	249,950	5.65%	4/5/2024	4/5/2028
CD - US Bank	90354KBR8	5/17/2023	250,000	250,000	0.1%	249,858	5.10%	5/16/2024	5/16/2024
CD - Morgan Stanley Bank	61690DGT9	11/8/2023	250,000	250,000	0.1%	257,578	5.05%	11/8/2028	11/8/2028
CD - Morgan Stanley Private Bank	61768EE82	11/8/2023	250,000	250,000	0.1%	257,578	5.05%	11/8/2028	11/8/2028
CD - American Express	02589AF98	11/8/2023	250,000	250,000	0.1%	257,060	5.00%	11/8/2028	11/8/2028
CD - State Bank India	8562834U7	11/24/2023	250,000	250,000	0.1%	260,388	5.00%	11/24/2028	11/24/2028
Sub Total/Average			\$ 159,708,259	\$ 159,709,434	84.3%	\$ 153,567,519	2.95%		
WFB Money Market			\$ 3,557,510	\$ 3,557,510	1.9%	\$ 3,557,510	5.20%		
Total City Managed/Average			\$ 179,081,302	\$ 179,082,477	94.5%	\$ 172,940,177	3.22%		
Bond Reserve Accounts - Held By Trustees			\$ 6,556,508	\$ 6,556,508	3.5%	\$ 6,556,508			
Cash/Deposits			\$ (3,262,615)	\$ (3,262,615)	-1.7%	\$ (3,262,615)			
PARS and CALPERS CERBT Trust			\$ 7,187,404	\$ 7,187,404	3.8%	\$ 8,422,133			
GRAND TOTAL/AVERAGE			\$ 189,562,599	\$ 189,563,774	100.0%	\$ 184,656,202			



CITY OF MORGAN HILL CASH AND INVESTMENT REPORT
FOR THE MONTH OF MARCH 31, 2024
FOR THE FISCAL YEAR OF 2023-24

	Invested in Fund	Yield	Book Value End of Month	% of Total	Market Value
Investments					
State Treasurer LAIF - City	All Funds Pooled	4.23%	\$ 59,773	0.0%	\$ 59,387
California CLASS	All Funds Pooled	5.42%	15,755,760	8.3%	15,755,760
US Bank - Portfolio of Securities	All Funds Pooled	2.95%	159,709,434	84.3%	153,567,519
WFB MMA	All Funds Pooled	5.20%	3,557,510	1.9%	3,557,510
	SUBTOTAL		\$ 179,082,477	94.5%	\$ 172,940,177
Bond Reserve Accounts - held by trustees					
Zions Bank - Civic Center/Library Facility	Debt Service	4.95%	544	0.0%	544
Blackrock Liq Fund	Debt Service	4.95%	692	0.0%	692
Zions Bank - MH Police Facility Lease Revenue Bonds	Agency Fund	4.90%	5,939,657	3.1%	5,939,657
Blackrock Liq Fund	Agency Fund	4.95%	615,616	0.3%	615,616
BNY - RDA Bonds					
Dreyfus Cash Mgmt 521					
Zions Bank - Madrone Bus Park Taxable/ Tax Exempt 2015					
Blackrock Liquidity Temp Fund-2015					
	SUBTOTAL		6,556,508	3.5%	6,556,508
Other Cash/Deposits					
General Checking	All Funds		(3,308,465)	-1.7%	(3,308,465)
Workers' Comp Administrators	Workers' Comp		30,000	0.0%	30,000
Petty Cash & Emergency Cash	General Fund		15,850	0.0%	15,850
CALPERS CERBT - OPEB Trust			4,887,404	2.6%	5,719,747
PARS - PENSION Trust			2,300,000	1.2%	2,702,386
	SUBTOTAL		3,924,789	2.1%	5,159,518
Total Cash and Investments			\$ 189,563,774	100.0%	\$ 184,656,202

CASH ACTIVITY SUMMARY
FY 2023-24

Fund Type	07/01/2023 Balance	Change in Cash Balance	3/31/2024 Balance
General Fund	\$ 32,352,753	\$ (3,365,770)	\$ 28,986,983
Community Development	1,831,559	(735,636)	1,095,923
Water - Operations	2,585,170	(319,983)	2,265,187
Water Other	23,673,105	4,765,698	28,438,802
Sewer - Operations	907,428	287,929	1,195,357
Sewer Other	44,135,046	(2,102,903)	42,032,144
Other Special Revenue	13,030,597	2,149,716	15,180,314
Streets and Capital Projects	40,486,238	(2,720,039)	37,766,200
Debt Service	342,534	(50,685)	291,849
Internal Service	25,139,787	33,164	25,172,951
Agency Funds (assessment dists./refundable deposits)	8,515,969	(1,377,904)	7,138,064
Total	\$ 193,000,187	\$ (3,436,413)	\$ 189,563,774

Note: See Investment Portfolio Detail for maturities of "Investments." Market values are obtained from the City's investment brokers' monthly reports.

I certify that information on the investment report has been reconciled to the general ledger and bank statements and that there are sufficient funds to meet the expenditure requirements of the City for the next six months. The portfolio is in compliance with the City of Morgan Hill Investment Policy and all State laws and regulations.

Prepared by:


Gina Nazareno, Senior Accountant

Approved by:


Caitlin Jachimowicz, Treasurer

Reviewed by:


Dat Nguyen, Finance Director



City of Morgan Hill
Year to Date Revenues - Fiscal Year 2023-24
For the Month Ended March 31, 2024
75% of Year Complete

	ADOPTED BUDGET	AMENDED BUDGET	CURRENT YTD ACTUAL	% OF BUDGET	PRIOR YTD	INCR (DECR) FROM PRIOR YTD	% CHANGE
010 GENERAL FUND							
TAXES							
Property Tax - Secured/Unsecured	\$ 15,245,000	15,745,000	\$ 7,932,399	50%	\$ 7,509,389	\$ 423,010	6%
Property Tax - RPTTF Residual Distribution	2,527,000	2,527,000	1,020,900	40%	987,196	33,703	3%
Property Tax - Supplemental Roll	200,000	200,000	167,068	84%	274,137	(107,069)	-39%
Sales Tax	12,218,967	12,218,967	7,321,023	60%	7,390,811	(69,789)	-1%
Public Safety Sales Tax	455,000	455,000	266,229	59%	270,486	(4,256)	-2%
Transient Occupancy Taxes	2,800,000	2,800,000	1,578,021	56%	1,643,563	(65,542)	-4%
Franchise (Refuse ,Cable ,PG&E)	2,873,800	2,983,800	1,181,910	40%	1,066,262	115,647	11%
Property Transfer Tax	510,000	510,000	287,933	56%	243,820	44,113	18%
TOTAL TAXES	36,829,767	37,439,767	19,755,482	53%	19,385,664	369,818	2%
LICENSES/PERMITS							
Business License	170,000	170,000	167,184	98%	145,896	21,287	15%
Other Permits	53,975	53,975	33,565	62%	232,855	(199,290)	-86%
TOTAL LICENSES/PERMITS	223,975	223,975	200,749	90%	378,752	(178,003)	-47%
FINES AND PENALTIES							
Parking Enforcement	3,019	3,019	6,914	229%	5,668	1,246	22%
Bails & Fines	47,875	47,875	37,976	79%	27,801	10,175	37%
Administrative Citations	20,000	20,000	22,511	113%	6,428	16,083	250%
TOTAL FINES AND PENALTIES	70,894	70,894	67,401	95%	39,897	27,504	69%
OTHER AGENCIES							
Motor Vehicle in-Lieu	40,800	40,800	56,686	139%	47,613	9,073	19%
Other Revenue - Other Agencies	971,089	1,011,233	696,176	69%	804,910	(108,734)	-14%
TOTAL OTHER AGENCIES	1,011,889	1,052,033	752,862	72%	852,523	(99,661)	-12%
CHARGES CURRENT SERVICES							
Police False Alarm Charge	33,248	33,248	25,601	77%	29,025	(3,425)	-12%
Business License Application Review	53,000	83,000	80,895	97%	36,281	44,614	123%
Membership Services & Rec Programs	5,656,265	5,656,265	4,248,983	75%	3,899,722	349,261	9%
Facility Rentals	1,203,269	1,203,269	1,206,658	100%	925,928	280,730	30%
Community Services	152,498	152,498	50,662	33%	46,816	3,846	8%
General Administration Overhead	1,822,869	1,822,869	1,316,902	72%	1,331,556	(14,654)	-1%
Other Charges Current Services	1,084,930	1,084,930	608,145	56%	612,973	(4,827)	-1%
TOTAL CURRENT SERVICES	10,006,079	10,036,079	7,537,846	75%	6,882,302	655,544	10%
OTHER REVENUE							
Use of money/property	583,850	683,850	953,064	139%	502,508	450,556	90%
Other Revenues	234,168	614,168	346,804	56%	207,412	139,392	67%
TOTAL OTHER REVENUE	818,018	1,298,018	1,299,868	100%	709,920	589,948	83%
TRANSFERS IN							
One Time Transfer	180,000	180,000	135,000	75%	135,000	-	0%
Public Safety Facilities Fund	50,000	50,000	37,500	75%	37,500	-	0%
Supplemental Law Enforcement Fund	100,000	100,000	100,000	100%	100,000	-	n/a
Countywide Solid Waste	373,000	468,680	279,750	60%	266,250	13,500	5%
Streets	949,760	949,760	556,353	59%	405,424	150,929	37%
Park Maintenance	650,000	650,000	487,500	75%	487,503	(3)	0%
Sewer Operations	394,000	394,000	336,232	85%	281,250	54,982	20%
Water Operations	394,000	394,000	342,663	87%	281,250	61,413	22%
Open Space	81,100	81,100	60,825	75%	60,825	-	n/a
Park Development	75,000	75,000	56,250	75%	56,250	-	n/a
TOTAL TRANSFERS IN	3,246,860	3,342,540	2,392,073	72%	2,111,252	280,821	13%
TOTAL GENERAL FUND	52,207,482	53,463,306	32,006,281	60%	30,360,309	1,645,971	5%
SPECIAL REVENUE FUNDS							
202 STREET MAINTENANCE							
Gas Tax 2105 - 2107.5	954,952	954,952	551,127	58%	538,849	12,278	2%
Interest / Other Revenue/Other Charges	78	78	5,226	6700%	2,600	2,626	101%
202 STREET MAINTENANCE	955,030	955,030	556,353	58%	541,449	14,904	3%



City of Morgan Hill
Year to Date Revenues - Fiscal Year 2023-24
For the Month Ended March 31, 2024
75% of Year Complete

	ADOPTED BUDGET	AMENDED BUDGET	CURRENT YTD ACTUAL	% OF BUDGET	PRIOR YTD	INCR (DECR) FROM PRIOR YTD	% CHANGE
SPECIAL REVENUE FUNDS							
205 SUPPLEMENTAL LAW ENFORCEMENT FUND							
Interest Income	1,905	1,905	7,957	418%	2,822	5,135	182%
Police Grant/SLEF/JAG	100,000	100,000	146,127	146%	115,271	30,856	27%
205 SUPPLEMENTAL LAW ENFORCEMENT FUND	101,905	101,905	154,085	151%	118,093	35,992	30%
206 DEVELOPMENT SERVICES							
Building Fees	3,455,600	3,495,600	2,246,049	64%	2,937,459	(691,410)	-24%
Planning Fees	1,645,444	1,645,444	1,172,114	71%	462,775	709,339	153%
Engineering Fees	1,190,852	1,190,852	432,429	36%	883,156	(450,727)	-51%
Other Revenue/Current Charges	-	-	206,740	n/a	266,896	(60,156)	-23%
206 DEVELOPMENT SERVICES	6,291,896	6,331,896	4,057,331	64%	4,550,285	(492,954)	-11%
207 LONG RANGE PLANNING	1,013,392	1,013,392	643,212	63%	843,378	(200,166)	-24%
215 and 216 HCD BLOCK GRANT							
Interest Income/Other Revenue	325	325	1,401	431%	652	749	115%
215 and 216 HCD BLOCK GRANT	325	325	1,401	431%	652	749	115%
225 ASSET SEIZURE	1,298	1,298	2,145	165%	1,022	1,123	110%
229 LIGHTING AND LANDSCAPE	200,028	200,028	115,258	58%	111,202	4,056	4%
230 COMMUNITY FACILITIES DISTRICT	37,914	37,914	29,864	79%	27,411	2,453	9%
232 ENVIRONMENTAL PROGRAMS	590,223	590,223	455,983	77%	426,822	29,161	7%
234 MOBILE HOME PARK RENT STAB.	584	584	5,144	881%	6,315	(1,170)	-19%
236 HOUSING MITIGATION	4,456,924	4,456,924	2,476,777	56%	631,773	1,845,004	292%
240 EMPLOYEE ASSISTANCE	20,889	20,889	6,113	29%	6,228	(115)	-2%
246 COUNTYWIDE SOLID WASTE	1,645,138	1,944,000	1,580,378	81%	1,248,895	331,483	27%
247 ENVIRONMENT REMEDIATION	1,358	1,358	2,948	217%	1,379	1,569	114%
255 HOUSING SUCCESSOR AGENCY	239,202	239,202	326,738	137%	246,883	79,855	32%
TOTAL SPECIAL REVENUE FUNDS	15,556,107	15,894,969	10,413,729	66%	8,761,786	1,651,943	19%
CAPITAL PROJECTS FUNDS							
301 PARK DEVELOPMENT	2,008,505	2,008,505	479,437	24%	3,673,932	(3,194,495)	-87%
302 PARK MAINTENANCE	363,038	363,038	79,930	22%	515,340	(435,410)	-84%
303 LOCAL DRAINAGE	447,897	447,897	430,482	96%	958,873	(528,391)	-55%
304 LOCAL DRAINAGE/NON AB1600	30,901	30,901	28,008	91%	102,061	(74,053)	-73%
306 AGRICULTURE & OPEN SPACE PRESERVATION	4,036	4,036	150,399	3726%	61,846	88,554	143%
308 STREET CIP	4,486,656	4,486,656	1,863,212	42%	3,591,757	(1,728,545)	-48%
309 TRAFFIC IMPACT	1,276,925	1,276,925	787,633	62%	6,947,258	(6,159,625)	-89%
315 PUBLIC SAFETY FACILITIES IMPACT	801,703	801,703	505,491	63%	595,746	(90,255)	-15%
346 PUBLIC FACILITIES NON-AB1600	822,102	822,102	198,462	24%	391,931	(193,469)	-49%
347 PUBLIC FACILITIES IMPACT	176,602	176,602	204,675	116%	106,479	98,196	92%
348 LIBRARY	657,457	657,457	730,436	111%	162,509	567,927	349%
350 UNDERGROUNDING	22,520	22,520	252,949	1123%	16,798	236,152	1406%
355 SCHOOL PEDESTRIAN/TRAFFIC SAFETY	492,717	492,717	31,718	6%	214,262	(182,545)	-85%
360 COMMUNITY/REC IMPACT FUND	1,142,697	1,142,697	1,250,956	109%	494,872	756,084	153%
375 QUIMBY FEE	610,860	610,860	2,884,897	472%	1,553,241	1,331,656	86%
TOTAL CAPITAL PROJECTS FUNDS	13,344,616	13,344,616	9,878,685	74%	19,386,905	(9,508,220)	-49%
DEBT SERVICE FUNDS							
420 CIVIC CENTER DEBT	290,850	290,850	221,499	76%	220,692	807	0%
441 POLICE FACILITY BOND	387,792	387,792	291,034	75%	290,804	230	0%
TOTAL DEBT SERVICE FUNDS	678,642	678,642	512,533	76%	511,496	1,037	0%



City of Morgan Hill
Year to Date Revenues - Fiscal Year 2023-24
For the Month Ended March 31, 2024
75% of Year Complete

	ADOPTED BUDGET	AMENDED BUDGET	CURRENT YTD ACTUAL	% OF BUDGET	PRIOR YTD	INCR (DECR) FROM PRIOR YTD	% CHANGE
ENTERPRISE FUNDS							
640 WASTEWATER OPERATION							
Sewer Service Fees	15,200,000	15,200,000	9,874,939	65%	9,891,209	(16,270)	0%
Interest Income/Transfers	39,704	39,704	41,991	106%	26,871	15,119	56%
Other Revenue/Current Charges	329,403	329,403	223,878	68%	305,316	(81,439)	-27%
640 WASTEWATER OPERATION	15,569,107	15,569,107	10,140,808	65%	10,223,397	(82,589)	-1%
641 WASTEWATER EXPANSION							
Interest Income	40,173	40,173	453,703	1129%	230,233	223,470	97%
Development Impact Fee	4,388,986	4,388,986	4,679,801	107%	2,541,416	2,138,385	84%
Transfer From-643 (Sewer Replacement)	-	-	-	n/a	8,035,993	(8,035,993)	-100%
641 WASTEWATER EXPANSION	4,429,159	4,429,159	5,133,504	116%	10,807,642	(5,674,138)	-53%
642 WASTEWATER RATE STABILIZATION	192,000	192,000	207,337	108%	66,065	141,272	214%
643 WASTEWATER CAPITAL PROJECT	5,204,512	5,204,512	4,181,762	80%	5,075,608	(893,847)	-18%
TOTAL SEWER FUNDS	25,394,778	25,394,778	19,663,411	77%	26,172,712	(6,509,301)	-25%
650 WATER OPERATION							
Water Sales	18,500,000	18,500,000	11,494,838	62%	10,715,149	779,690	7%
Meter Install & Service	50,000	50,000	76,576	153%	68,052	8,524	13%
Transfers-In / Interest Income	606,318	606,318	504,970	83%	672,174	(167,204)	-25%
Other Revenue/Current Charges	630,464	630,464	474,602	75%	596,480	(121,878)	-20%
650 WATER OPERATION	19,786,782	19,786,782	12,550,986	63%	12,051,855	499,131	4%
651 WATER EXPANSION							
Interest Income/Other Revenue/Transfer	28,855	28,855	68,251	237%	29,557	38,694	131%
Development Impact Fee	1,720,216	1,720,216	1,224,424	71%	664,153	560,271	84%
651 WATER EXPANSION	1,749,071	1,749,071	1,292,675	74%	693,710	598,965	86%
652 WATER RATE STABILIZATION	-	-	70,470	n/a	32,830	37,640	115%
653 WATER CAPITAL PROJECT	6,948,348	6,948,348	5,522,736	79%	3,915,766	1,606,970	41%
TOTAL WATER FUNDS	28,484,201	28,484,201	19,436,867	68%	16,694,161	2,742,706	16%
TOTAL ENTERPRISE FUNDS	53,878,979	53,878,979	39,100,277	73%	42,866,873	(3,766,595)	-9%
INTERNAL SERVICE FUNDS							
730 INFORMATION SYSTEMS	2,493,922	2,493,922	1,875,413	75%	1,680,993	194,420	12%
740 BUILDING MAINTENANCE	1,675,215	1,675,215	1,258,114	75%	1,241,825	16,289	1%
741 BUILDING REPLACEMENT	859,973	859,973	719,257	84%	647,652	71,605	11%
745 CIP ADMINISTRATION	2,059,092	2,059,092	902,935	44%	1,060,606	(157,671)	-15%
760 UNEMPLOYMENT INSURANCE	2,940	2,940	6,007	204%	2,996	3,012	101%
770 WORKERS COMPENSATION	997,442	997,442	710,684	71%	654,421	56,264	9%
790 EQUIPMENT REPLACEMENT	1,725,990	1,725,990	1,050,055	61%	856,770	193,285	23%
791 EMPLOYEE BENEFITS	849,796	849,796	641,562	75%	608,523	33,039	5%
795 GENERAL LIABILITY INSURANCE	2,103,483	2,103,483	1,581,357	75%	1,491,610	89,747	6%
TOTAL INTERNAL SERVICE FUNDS	12,767,853	12,767,853	8,745,385	68%	8,245,396	499,990	6%
TOTAL FOR ALL FUNDS	\$ 148,433,679	\$ 150,028,365	\$ 100,656,890	67%	\$ 110,132,764	\$ (9,475,874)	-9%



City of Morgan Hill
Year to Date Expenses - Fiscal Year 2023-24
For the Month Ended March 31, 2024
75% of Year Complete

FUND NO.	FUND/ACTIVITY	CURRENT MONTH ACTUAL EXPENSES	AMENDED BUDGET	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	TOTAL ALLOCATED	PERCENT OF TOTAL TO BUDGET	PRIOR YTD
010 GENERAL FUND								
I. ADMINISTRATION								
	CITY COUNCIL	\$ 11,818	\$ 435,652	\$ 280,511	\$ -	\$ 280,511	64%	\$ 332,072
	CITY ATTORNEY	72,747	1,081,241	650,265	140,257	790,521	73%	588,503
	CITY MANAGER	54,567	886,041	496,276	20,034	516,310	58%	467,152
	HUMAN RESOURCES	71,187	898,203	641,723	-	641,723	71%	607,361
	COUNCIL SVCS & RECORDS MGMT							
	Council Svcs & Records Mgmt	42,409	628,281	374,442	-	374,442	60%	374,705
	Elections	2,543	37,728	23,136	-	23,136	61%	212,649
	COUNCIL SVCS & RECORDS MGMT	44,952	666,009	397,578	-	397,578	60%	587,354
	FINANCE	283,681	2,522,016	1,457,860	556,382	2,014,241	80%	1,414,722
	TOTAL ADMINISTRATION	538,951	6,489,162	3,924,212	716,672	4,640,884	72%	3,997,165
II. COMMUNITY SERVICES								
	Membership Services & Rec. Programs	814,577	7,268,962	5,311,133	751,018	6,062,151	83%	4,765,655
	Recreation Facility Rentals	45,502	573,524	433,705	36,676	470,381	82%	358,935
	Innovative Transit	56,331	850,612	447,024	357,834	804,857	95%	357,321
	Community Services	58,374	672,192	431,551	36,336	467,886	70%	425,042
	Park Maintenance	88,167	1,567,049	777,516	101,733	879,248	56%	881,891
	Environmental Services	32,016	472,354	325,114	109,732	434,847	92%	175,817
	Countywide Solid Waste Program	28,150	907,406	289,423	-	289,423	32%	268,455
	Street Maintenance	207,726	3,025,578	1,796,993	71,452	1,868,445	62%	1,709,078
	Downtown Maintenance	21,939	345,237	200,158	36,905	237,064	69%	128,771
	Cable Television	7,035	74,940	66,672	-	66,672	89%	37,958
	COMMUNITY SERVICES	1,359,815	15,757,854	10,079,289	1,501,686	11,580,974	73%	9,108,924
	CODE COMPLIANCE	29,225	340,153	201,989	-	201,989	59%	145,385
	INFRASTRUCTURE PLANNING & CONGESTION MGMT	33,809	415,141	302,655	-	302,655	73%	232,799
	ECONOMIC DEVELOPMENT PROGRAMS	59,311	1,267,792	701,115	57,820	758,935	60%	567,656
	TOTAL COMMUNITY SERVICES	1,482,161	17,780,940	11,285,047	1,559,506	12,844,552	72%	10,054,764
III. PUBLIC SAFETY								
	POLICE							
	PD Administration	125,546	1,735,700	1,188,161	34,484	1,222,645	70%	1,145,714
	Field Operations	868,898	11,210,613	8,228,058	29,524	8,257,583	74%	7,298,673
	Support Services	226,560	3,586,324	2,064,460	595,532	2,659,992	74%	2,043,654
	Emergency Services/Haz Mat	29,771	222,865	176,980	-	176,980	79%	155,683
	Special Operations	232,880	4,098,765	2,695,440	-	2,695,440	66%	2,903,773
	Dispatch Services	175,845	2,201,937	1,470,937	-	1,470,937	67%	1,500,277
	POLICE	1,659,499	23,056,204	15,824,037	659,540	16,483,577	71%	15,047,774
	FIRE	692,665	9,139,905	6,859,869	102,046	6,961,914	76%	6,246,367
	TOTAL PUBLIC SAFETY	2,352,164	32,196,109	22,683,906	761,586	23,445,492	73%	21,294,141
IV. TRANSFERS								
	Other	108,647	3,263,767	2,377,825	-	2,377,825	73%	3,365,486
	TOTAL TRANSFERS	108,647	3,263,767	2,377,825	-	2,377,825	73%	3,365,486
	TOTAL GENERAL FUND	4,481,923	59,729,978	40,270,990	3,037,764	43,308,753	73%	38,711,555



City of Morgan Hill
Year to Date Expenses - Fiscal Year 2023-24
For the Month Ended March 31, 2024
75% of Year Complete

FUND NO.	FUND/ACTIVITY	CURRENT MONTH ACTUAL EXPENSES	AMENDED BUDGET	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	TOTAL ALLOCATED	PERCENT OF TOTAL TO BUDGET	PRIOR YTD
SPECIAL REVENUE FUNDS								
202	STREET MAINTENANCE	433	954,952	556,353	-	556,353	58%	409,204
205	PUBLIC SAFETY/SUPP.LAW	107	101,289	100,967	-	100,967	100%	100,939
206	DEVELOPMENT SERVICES FUND							
	Planning	130,781	1,847,544	1,202,581	147	1,202,728	65%	1,192,790
	Building	203,973	2,563,441	1,764,796	85,747	1,850,543	72%	1,628,742
	Engineering	160,406	1,974,680	1,281,410	84,761	1,366,171	69%	1,309,318
206	DEVELOPMENT SERVICES FUND	495,160	6,385,665	4,248,788	170,655	4,419,443	69%	4,130,849
207	LONG RANGE PLANNING	69,248	1,581,133	602,073	18,178	620,251	39%	658,450
215/216	CDBG	7	83	62	-	62	75%	61
225	ASSET SEIZURE	65	782	587	-	587	75%	569
229	LIGHTING AND LANDSCAPE	9,867	234,554	123,774	9,312	133,086	57%	119,758
230	COMMUNITY FACILITIES DISTRICT	8,535	41,249	32,164	-	32,164	78%	23,252
232	ENVIRONMENT PROGRAMS	30,558	561,335	312,738	2,040	314,778	56%	361,050
234	MOBILE HOME PARK	76	907	680	-	680	75%	661
236	HOUSING MITIGATION	66,803	1,541,126	699,594	176,101	875,695	57%	630,651
240	EMPLOYEE ASSISTANCE	79	20,946	2,709	-	2,709	13%	9,883
246	COUNTYWIDE SOLID WASTE PROGRAM	34,701	2,078,493	1,083,672	989,030	2,072,703	100%	1,018,332
255	HOUSING SUCCESSOR AGENCY	92,975	1,172,110	916,359	91,667	1,008,025	86%	885,576
TOTAL SPECIAL REVENUE FUNDS		808,614	14,674,624	8,680,520	1,456,982	10,137,502	69%	8,367,284
CAPITAL PROJECT FUNDS								
301	PARK DEVELOPMENT	32,209	2,475,298	500,752	68,824	569,577	23%	752,415
302	PARK MAINTENANCE	54,167	660,850	922,973	-	922,973	140%	489,168
303	LOCAL DRAINAGE	3,175	7,119,361	2,824,084	1,458,072	4,282,156	60%	828,572
304	LOCAL DRAIN. NON-AB1600	3,459	410,006	185,379	3,818	189,196	46%	39,768
306	AGRICULTURE & OPEN SPACE PRESERVATIK	8,133	247,600	73,200	-	73,200	30%	94,391
308	STREET CIP	51,339	5,499,004	4,641,959	358,143	5,000,103	91%	6,878,555
309	TRAFFIC IMPACT	129,097	5,827,301	1,063,849	3,091,615	4,155,464	71%	4,582,836
315	PUBLIC SAFETY FACILITIES IMPACT	484,789	10,717,603	2,591,015	8,516,316	11,107,331	104%	651,187
346	PUBLIC FAC.NON AB1600	9,832	1,321,382	241,807	245,812	487,619	37%	25,480
347	PUBLIC FACILITIES IMPACT	2,440	1,529,278	124,558	12,400	136,958	9%	21,865
348	LIBRARY IMPACT	18,529	222,349	166,762	-	166,762	75%	167,187
350	UNDERGROUNDING	98	1,194,738	881	-	881	0%	856
355	SCHOOL PEDESTRIAN & TRAFFIC SAFETY	1,711	916,562	26,293	3,428	29,721	3%	44,717
360	COMM/REC CENTER IMPACT	1,331	2,756,259	226,680	557,016	783,697	28%	713,452
375	QUIMBY FEE	84,029	1,403,605	107,911	462,778	570,689	41%	340,693
TOTAL CAPITAL PROJECTS FUNDS		884,339	42,301,196	13,698,102	14,778,223	28,476,325	67%	15,631,140
DEBT SERVICE FUNDS								
420	CIVIC CENTER DEBT	270	290,852	239,028	-	239,028	82%	236,630
441	POLICE FACILITY BOND DEBT	358	387,792	324,239	-	324,239	84%	318,598
TOTAL DEBT SERVICE FUNDS		628	678,644	563,267	-	563,267	83%	555,228



City of Morgan Hill
Year to Date Expenses - Fiscal Year 2023-24
For the Month Ended March 31, 2024
75% of Year Complete

FUND NO.	FUND/ACTIVITY	CURRENT MONTH ACTUAL EXPENSES	AMENDED BUDGET	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	TOTAL ALLOCATED	PERCENT OF TOTAL TO BUDGET	PRIOR YTD
ENTERPRISE FUNDS								
SEWER								
640	WASTEWATER OPERATIONS	1,647,073	15,560,361	10,979,596	53,282	11,032,878	71%	10,803,273
641	WASTEWATER CAPITAL EXPANSION	125,718	26,223,607	5,869,535	578,515	6,448,050	25%	6,912,073
642	WASTEWATER RATE STABILIZATION	156	1,872	1,404	-	1,404	75%	1,363
643	WASTEWATER CAPITAL PROJECTS	619,184	17,522,286	3,319,676	2,200,737	5,520,413	32%	11,471,984
TOTAL SEWER FUND(S)		2,392,131	59,308,126	20,170,211	2,832,534	23,002,745	39%	29,188,693
WATER								
	Water Operations	1,295,211	18,485,381	12,881,537	530,133	13,411,670	73%	10,516,988
	Utility Billing	152,729	1,192,638	896,679	64,624	961,303	81%	760,417
	Water Conservation	35,409	644,730	267,490	8,780	276,270	43%	204,657
650	WATER OPERATIONS	1,483,350	20,322,749	14,045,706	603,537	14,649,242	72%	11,482,062
651	WATER CAPITAL EXPANSION	76,703	2,479,364	628,796	62,239	691,035	28%	535,653
652	WATER RATE STABILIZATION	117	1,403	1,052	-	1,052	75%	1,021
653	WATER-CAPITAL PROJECTS	8,784	16,010,730	1,486,937	703,960	2,190,897	14%	315,268
TOTAL WATER FUND(S)		1,568,954	38,814,246	16,162,490	1,369,737	17,532,227	45%	12,334,005
TOTAL ENTERPRISE FUNDS		3,961,086	98,122,372	36,332,701	4,202,270	40,534,972	41%	41,522,698
INTERNAL SERVICE FUNDS								
730	INFORMATION SYSTEMS	244,957	2,683,931	1,974,139	37,884	2,012,023	75%	1,761,086
740	BUILDING MAINTENANCE	139,634	1,781,790	1,122,372	120,204	1,242,576	70%	1,034,278
741	BUILDING REPLACEMENT	59,178	1,501,100	194,958	12,035	206,993	14%	145,326
745	CIP ADMINISTRATION	172,748	2,061,046	1,378,850	599	1,379,450	67%	1,356,712
760	UNEMPLOYMENT	-	15,000	11,826	-	11,826	79%	14,081
770	WORKERS COMPENSATION	19,424	1,048,265	756,983	-	756,983	72%	790,009
790	EQUIPMENT REPLACEMENT	282,093	1,245,240	586,878	591,129	1,178,008	95%	575,233
791	EMPLOYEE BENEFITS FUND	34,094	750,000	533,914	-	533,914	71%	640,717
795	GEN. LIABILITY INSURANCE	12,827	2,551,193	2,423,198	-	2,423,198	95%	1,698,997
TOTAL INTERNAL SERVICE FUNDS		964,956	13,637,565	8,983,119	761,852	9,744,971	71%	8,016,439
REPORT TOTAL		\$ 11,101,545	\$ 229,144,379	\$ 108,528,700	\$ 24,237,091	\$ 132,765,791	58%	\$ 112,804,345



City of Morgan Hill
Fund Activity Summary - Fiscal Year 2023-24
For the Month Ended March 31, 2024
75% of Year Complete

Fund No.	Fund Description	Beginning Fund Balance 07-01-23	Revenues		Expenses		Year to-Date Deficit or Carryover	Preliminary Ending Fund Balance	
			YTD Actual	% of Budget	YTD Actual	% of Budget		Reserved ¹	Unreserved
010	GENERAL FUND	\$ 33,175,566	\$ 32,006,281	60%	\$ 40,270,990	67%	\$ (8,264,709)	\$ 3,037,764	\$ 21,873,094
TOTAL GENERAL FUND		\$ 33,175,566	\$ 32,006,281	60%	\$ 40,270,990	67%	\$ (8,264,709)	\$ 3,037,764	\$ 21,873,094
202	STREET MAINTENANCE	68,927	\$ 556,353	58%	\$ 556,353	69%	\$ (0)	\$ -	\$ 68,927
205	PUBLIC SAFETY/SUPPL. LAW	319,867	154,085	151%	100,967	65%	53,118	-	372,985
206	DEVELOPMENT SERVICES	(426,677)	4,057,331	64%	4,248,788	67%	(191,456)	170,655	(788,788)
207	LONG RANGE PLANNING	1,276,770	643,212	63%	602,073	38%	41,138	18,178	1,299,730
215 / 216	CDBG	30,767	1,401	431%	62	75%	1,339	-	32,106
225	ASSET SEIZURE	102,496	2,145	165%	587	75%	1,559	-	104,055
229	LIGHTING AND LANDSCAPE	191,949	115,258	58%	123,774	53%	(8,517)	9,312	174,121
230	COMMUNITY FACILITIES DISTRICT	150,651	29,864	79%	32,164	78%	(2,300)	-	148,351
232	ENVIRONMENTAL PROGRAMS	328,270	455,983	77%	312,738	56%	143,245	2,040	469,475
234	MOBILE HOME PK RENT STAB.	76,297	5,144	881%	680	75%	4,464	-	80,761
235	SENIOR HOUSING	239,361	-	n/a	-	n/a	-	-	239,361
236	HOUSING MITIGATION	5,698,654	2,476,777	56%	699,594	45%	1,777,183	176,101	7,299,736
240	EMPLOYEE ASSISTANCE	61,893	6,113	29%	2,709	13%	3,403	-	65,296
246	COUNTYWIDE SOLID WASTE	239,294	1,580,378	217%	1,083,672	52%	496,705	989,030	(253,031)
247	ENVIRONMENT REMEDIATION	140,690	2,948	217%	-	n/a	2,948	-	143,638
255	HOUSING SUCCESSOR AGENCY	4,001,427	326,738	137%	916,359	78%	(589,620)	91,667	3,320,140
TOTAL SPECIAL REVENUE FUNDS		\$ 12,500,636	\$ 10,413,729	66%	\$ 8,680,520	59%	\$ 1,733,209	\$ 1,456,982	\$ 12,776,863
301	PARK DEV. IMPACT FUND	\$ 1,426,990	\$ 479,437	24%	\$ 500,752	20%	\$ (21,315)	\$ 68,824	\$ 1,336,851
302	PARK MAINTENANCE	2,489,205	79,930	22%	922,973	140%	(843,043)	-	1,646,162
303	LOCAL DRAINAGE	11,817,863	430,482	96%	2,824,084	40%	(2,393,601)	1,458,072	7,966,190
304	LOCAL DRAINAGE/NON-AB1600	1,343,736	28,008	91%	185,379	45%	(157,371)	3,818	1,182,548
306	AG. AND OPEN SPACE PRESERVATION	541,496	150,399	3726%	73,200	30%	77,199	-	618,695
308	STREET CIP	4,078,203	1,863,212	42%	4,641,959	84%	(2,778,748)	358,143	941,312
309	TRAFFIC IMPACT FUND	3,727,580	787,633	62%	1,063,849	18%	(276,216)	3,091,615	359,749
315	PUBLIC SAFETY FACILITIES IMPACT	3,050,728	505,491	63%	2,591,015	24%	(2,085,524)	8,516,316	(7,551,112)
346	PUBLIC FACILITIES NON-AB1600	2,943,797	198,462	24%	241,807	18%	(43,344)	245,812	2,654,640
347	PUBLIC FACILITIES IMPACT FUND	1,099,809	204,675	116%	124,558	8%	80,117	12,400	1,167,526
348	LIBRARY IMPACT FUND	1,408,238	730,436	111%	166,762	75%	563,675	-	1,971,913
350	UNDERGROUNDING	1,626,301	252,949	1123%	881	0%	252,068	-	1,878,369
355	SCHOOL PEDESTRIAN/TRAFFIC SFTY	92,077	31,718	6%	26,293	3%	5,425	3,428	94,074
360	COMM/REC CTR IMPACT FUND	992,228	1,250,956	109%	226,680	8%	1,024,276	557,016	1,459,487
375	KIMBY FEE	1,621,885	2,884,897	472%	107,911	8%	2,776,986	462,778	3,936,093
TOTAL CAPITAL PROJECT FUNDS		\$ 38,260,136	\$ 9,878,685	74%	\$ 13,698,102	32%	\$ (3,819,417)	\$ 14,778,223	\$ 19,662,496
420	CIVIC CENTER DEBT	\$ 175,864	\$ 221,499	76%	\$ 239,028	82%	\$ (17,530)	\$ 76	\$ 158,258
441	POLICE FACILITY BOND DEBT	166,725	291,034	75%	324,239	84%	(33,205)	97	133,424
TOTAL DEBT SERVICE FUNDS		\$ 342,589	\$ 512,533	76%	\$ 563,267	83%	\$ (50,734)	\$ 173	\$ 291,682
640	WASTEWATER OPERATIONS	\$ 4,670,817	\$ 10,140,808	65%	\$ 10,979,596	71%	\$ (838,788)	53,282	3,778,746
641	WASTEWATER IMPACT FUND*	21,350,081	5,133,504	116%	5,869,535	22%	(736,031)	578,515	20,035,535
642	WASTEWATER RATE STABILIZATION	2,799,081	207,337	108%	1,404	75%	205,933	-	3,005,014
643	WASTEWATER CAPITAL PROJECTS	15,601,623	4,181,762	80%	3,319,676	19%	862,086	2,200,737	14,262,972
650	WATER OPERATIONS	4,444,824	12,550,986	63%	14,045,706	69%	(1,494,719)	603,537	2,346,568
651	WATER IMPACT FUND*	2,969,960	1,292,675	74%	628,796	25%	663,880	62,239	3,571,600
652	WATER RATE STABILIZATION	3,183,868	70,470	n/a	1,052	75%	69,417	-	3,253,285
653	WATER -CAPITAL PROJECT	15,548,298	5,522,736	79%	1,486,937	9%	4,035,799	703,960	18,880,136
TOTAL ENTERPRISE FUNDS		\$ 70,568,552	\$ 39,100,277	73%	\$ 36,332,701	37%	\$ 2,767,576	\$ 4,202,270	\$ 69,133,858
730	INFORMATION SERVICES	\$ 793,101	\$ 1,875,413	75%	\$ 1,974,139	74%	\$ (98,726)	\$ 37,884	\$ 656,491
740	BUILDING MAINTENANCE	7,256	1,258,114	75%	1,122,372	63%	135,742	120,204	22,794
741	BUILDING REPLACEMENT	4,309,501	719,257	84%	194,958	13%	524,299	12,035	4,821,765
745	CIP ENGINEERING	9,209	902,935	44%	1,378,850	67%	(475,915)	599	(467,305)
760	UNEMPLOYMENT	303,137	6,007	204%	11,826	79%	(5,819)	-	297,318
770	WORKERS COMPENSATION	2,152,498	710,684	71%	756,983	72%	(46,299)	30,000	2,076,199
790	EQUIPMENT REPLACEMENT	7,665,968	1,050,055	61%	586,878	47%	463,177	591,129	7,538,015
791	EMPLOYEE BENEFITS FUNDS	(124,893)	641,562	75%	533,914	71%	107,648	-	(17,245)
795	GEN. LIABILITY INSURANCE	932,477	1,581,357	75%	2,423,198	95%	(841,841)	-	90,636
TOTAL INTERNAL SERVICE FUNDS		\$ 16,048,254	\$ 8,745,385	68%	\$ 8,983,119	66%	\$ (237,734)	\$ 791,852	\$ 15,018,668

 CITY OF MORGAN HILL City of Morgan Hill Fund Activity Summary - Fiscal Year 2023-24 For the Month Ended March 31, 2024 75% of Year Complete								
Beginning Fund Balance 07-01-23	Revenues		Expenses		Year to-Date Deficit or Carryover	Preliminary Ending Fund Balance		
	YTD Actual	% of Budget	YTD Actual	% of Budget		Reserved ¹	Unreserved	

SUMMARY BY FUND TYPE

GENERAL FUND GROUP	\$ 33,175,566	\$ 32,006,281	60%	\$ 40,270,990	67%	\$ (8,264,709)	\$ 3,037,764	\$ 21,873,094
SPECIAL REVENUE GROUP	12,500,636	10,413,729	66%	8,680,520	59%	1,733,209	1,456,982	12,776,863
DEBT SERVICE GROUP	342,589	512,533	76%	563,267	83%	(50,734)	173	291,682
CAPITAL PROJECTS GROUP	38,260,136	9,878,685	74%	13,698,102	32%	(3,819,417)	14,778,223	19,662,496
ENTERPRISE GROUP	70,568,552	39,100,277	73%	36,332,701	37%	2,767,576	4,202,270	69,133,858
INTERNAL SERVICE GROUP	16,048,254	8,745,385	68%	8,983,119	66%	(237,734)	791,852	15,018,668
TOTAL ALL GROUPS	\$ 170,895,733	\$ 100,656,890	67%	\$ 108,528,700	47%	\$ (7,871,810)	\$ 24,267,263	\$ 138,756,660

For Enterprise Funds: Unrestricted fund balance = Fund balance net of fixed assets and long-term liabilities.
 *Unreserved fund balance includes bond proceeds reserved for projects listed in bond documents.
¹ Amount restricted for encumbrances, fixed asset replacement, long-term receivables, and bond reserves.

City Manager's Signature Authority**Contracts and Agreements Between \$25,000 to \$60,000 Entered From 1/23/2024 to 4/16/2024**

Vendor Name	Description of Service	Begin Date	End Date	Department	Amount
Burr Plumbing and Pumping, Inc.	El Toro Fire Station Sewer Repair Project	1/9/2024	3/11/2024	PS	\$47,415
MH Engineering Company	Topographic survey of Intersections for curb ramp ADA compliance of Monterey Corridor	1/24/2024	6/30/2024	E&U	\$59,500
Robertson Industries, Inc.	Railroad Park & Magical Bridge Playground resealing of playground pads	3/5/2024	6/30/2024	PS	\$59,854
Roddick Pool Products, Inc.	2024 Aquatic Center Slide Waxing Project	3/5/2024	4/19/2024	PS	\$32,533
MH Engineering, Inc	On-Call Topographic Survey and Construction Staking CIP Projects	3/5/2024	6/30/2025	E&U	\$59,500
Golden Bay Construction	El Toro Fire Station Sewer Lateral Replacement	4/5/2024	5/21/2024	PS	\$52,400
Ernie's Plumbing and Repair Services, Inc.	On-call plumbing and maintenance services	1/29/2024	6/30/2025	PS	\$60,000
AlterTech Solutions, LLC	Consultant agreement - Sedaru data migration and psl integration into Cityworks	3/18/2024	12/31/2024	PS	\$45,507

CITY COUNCIL STAFF REPORT

MEETING DATE: April 24, 2024

PREPARED BY:

Christina Turner, City Manager

APPROVED BY: City Manager

PROVIDE DIRECTION TO STAFF ON PROPOSED FUTURE COUNCIL INITIATED AGENDA ITEMS

RECOMMENDATION(S)

Determine if the majority of the City Council wants the following items agendaized at a future meeting for discussion:

1. Appointing versus electing the City Treasurer; and
2. Creating term limits for the City Treasurer; and
3. A policy to prevent the City Council from taking positions on foreign or international events; and
4. A disturbance policy for City Council meetings.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Supporting our Youth, Seniors, and Entire Community

Fostering a Positive Organizational Culture

Preserving and Cultivating Public Trust

2024-2025 Strategic Priorities

Community Engagement

REPORT NARRATIVE:

Section 4.2 of City Council Policy 97-01 (Attachment 1) allows members of the City Council to request items be added to an upcoming City Council agenda by requesting an item during the "Future Council Initiated Agenda Items" section of the agenda. A City Council report will then be placed on an upcoming agenda for Council discussion and consideration.

Below are brief descriptions of recent items proposed for Council consideration.

1. Consider a discussion on appointing versus electing the City Treasurer (requested by Council Member Libreros, Attachment 2)

Council Member Librers requested a discussion on appointing vs. electing the City Treasurer.

Appointing versus electing a City Treasurer can have various implications depending on the specific context and needs of the City. Here are some reasons why a city might choose one method over the other:

Appointing a City Treasurer:

- Expertise and qualifications
- Accountability to the City Manager
- Stability and continuity
- Efficiency in the selection process
- No additional cost as the Finance Director would serve in this capacity

Electing a City Treasurer:

- Democratic representation
- Independence from political influence
- Encourage competition

Staff is seeking direction from the City Council on whether it would like to agendize this item for a formal discussion. The estimated staff time to prepare a full City Council Staff Report on this topic is approximately 3 hours.

2. Consider a discussion on creating term limits for the City Treasurer (requested by Council Member Librers, Attachment 2)

On February 21, 2024, the City Council adopted resolutions placing measures on the ballot to enact a twelve-consecutive-year limit on combined mayoral and City Council service and amend the mayoral term from two to four years. During this Council agenda item discussion, it was requested that implementing term limits for the City Treasurer be considered. The City's Treasurer is currently elected every four years with no term limits.

Staff is seeking direction from the City Council on whether it would like to agendize this item for a formal discussion. The estimated staff time to prepare a full City Council Staff Report on this topic is approximately 2 hours.

3. Consider a discussion on a policy to prevent the City Council from taking positions on foreign or international events (requested by Council Member Borgioli)

Council Member Borgioli requested the City Council not entertain any positions on foreign or international events or subject matter concerning affairs outside the Morgan

Hill purview as outlined in Attachment 3.

Staff is seeking direction from the City Council on whether it would like to agendize this item for a formal discussion. The estimated staff time to prepare a full City Council Staff Report on this topic is approximately 2 hours.

4. Consider revisiting a discussion on a disturbance policy for City Council meetings (requested by Council Member Borgioli)

On August 22, 2022, Governor Gavin Newsom signed into law SB 1100, designed to address disruptions at public local government meetings to protect the public and public officials from threats and ensure that public access is not impeded by disruptive behavior. As a result, staff presented to the City Council a draft Code of Conduct Policy for Public Meetings in the Council Chamber and Conference Rooms at the [September 6, 2023, Council meeting](#) for their consideration. City Council provided feedback to staff, and a revised draft Policy (attachment 4) was brought back at the [September 27, 2023, Mid-Year Goal Review Workshop](#) for discussion, which resulted in direction to staff to further refine the language. Following this meeting, the City Council decided not to return with a Conduct Policy.

At the February 21, 2024, City Council meeting, Council Member Borgioli requested the Council revisit the Code of Conduct conversation and develop a policy on disturbances within the Council Chamber during City Council meetings to prevent unacceptable behaviors, as outlined in Attachment 5.

Staff is seeking direction from the City Council on whether it would like to agendize this item for a formal discussion. The estimated staff time to prepare a full City Council Staff Report on this topic is approximately 2 hours.

COMMUNITY ENGAGEMENT:

This report seeks direction from the City Council on whether or not to further agendize these topics for Council consideration.

ALTERNATIVE ACTIONS:

Not Applicable

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

At several City Council meetings, Council Members directed staff to bring back these topics for Council consideration.

FISCAL AND RESOURCE IMPACT:

There is no fiscal impact associated with seeking direction from the Council on these items.

CEQA (California Environmental Quality Act):

Not a Project.

Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

CITY OF MORGAN HILL

CITY COUNCIL POLICIES AND PROCEDURES

CP-97-01

SUBJECT: RULES FOR THE CONDUCT OF CITY COUNCIL MEETINGS, PLACEMENT OF ITEMS ON THE AGENDA, AND MATTERS TO BE RECONSIDERED

EFFECTIVE DATE: May 7, 1997

REVISED DATE: March 15, 2023

ORIGINATING DEPARTMENT: CITY MANAGER

SECTION 1 - SCOPE

- 1.1** These rules shall establish the procedures for the conduct of all meetings of the City Council of the City of Morgan Hill. The purpose of these rules is to provide procedures consistent with the Ralph M. Brown Act, establish procedures which will be convenient for the public, be fair to all members of the City Council, and contribute to the orderly conduct of City business.

SECTION 2 - MEETINGS

- 2.1** Open to Public: All meetings of the City Council, whether regular or special, shall be open to the public, unless a closed session is scheduled as authorized by law.
- 2.2** Regular Meetings: The City Council shall conduct its regular meetings at the time and place established by ordinance, if specified in the ordinance or resolution.
- 2.3** Review Status of Agenda at 9:00 p.m.: The City Council may review the agenda at 9:00 p.m. to determine if it will be able to conclude its business by 10:00 p.m. If, at 10:00 p.m., the City Council has not concluded its business, before continuing the meeting it shall review and discuss the status of the remaining agenda items and determine by majority vote whether to continue any remaining items to a future regular or special meeting, adjourn the meeting to another date and time, or extend the meeting beyond 10:00 p.m. as needed. The meeting may be extended beyond 10:00 p.m. one time. Additional extensions of time will be at the Mayor's discretion.
- 2.4** Special Meetings/Workshops: A special meeting and/or workshop may be called at any time by the Mayor or Presiding Officer of the City Council or by three members of the City Council. Written notice of any such meeting must specify the purpose of the meeting. Notice of the meeting must be made in accordance with the law.
- 2.5** Closed Sessions: The City Council may hold closed sessions during a regular or special meeting, or at any time authorized by law, to consider or hear any matter which is authorized by law. At times, Closed Sessions may have to be held in an order different than presented due to the timeliness of the matter, to save the City money when an outside attorney has been retained or due to the need for extra time to discuss and deliberate an

important closed session item. Closed session items may be continued to the conclusion of the agenda.

- 2.6 Quorum:** Three (3) members of the City Council shall constitute a quorum and shall be sufficient to transact business. If less than three Council members appear at a regular meeting, the Mayor, Mayor Pro Tempore in the absence of the Mayor, any member of the City Council, or in the absence of all Council members, the City Clerk or Deputy City Clerk shall adjourn the meeting to a stated day and hour.
- 2.7 Adjourned Meetings:** The City Council may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment and permitted by law.

SECTION 3 - POSTING NOTICE AND AGENDA

- 3.1 Posting of Notice and Agenda:** For every regular or special meeting, the City Clerk or other authorized person, shall post a notice of the meeting specifying the time and place at which the meeting will be held and an agenda containing a brief description of all items of business to be discussed at the meeting. The notice and agenda may be combined in a single document.
- a. Posting for Regular Meetings:** For any regular meeting of the City Council, the notice and agenda shall be posted no later than seventy-two (72) hours prior to the time set for the meeting consistent with all Brown Act requirements.
 - b. Posting for Special Meetings:** For any special meetings of the City Council, the notice and agenda shall be posted no later than twenty-four (24) hours prior to the time set for the meeting consistent with all Brown Act requirements.
- 3.2 Location of Posting:** The notice and agenda shall be posted on the City's website and in a place to which the public has unrestricted access during at least normal business hours and where the notice and agenda are not likely to be removed or obscured by other posted materials.
- 3.3 Availability of the Agenda to the Public:** The agenda for any regular or special meeting shall be made available to the public as soon as is practical after delivery to the members of the City Council.

SECTION 4 - AGENDA CONTENTS

- 4.1 Description of Matters:** All items of business to be discussed at a meeting of the City Council shall be briefly described on the agenda. The description of the item and the proposed action to be considered should be set forth as clearly as practical so that members of the public will know the nature of the action under review and consideration.
- 4.2 Placement of items on the agenda:** The Mayor, City Manager, or City Attorney may place items on the agenda. Members of the City Council may request items to be added to an upcoming City Council agenda by requesting an item during the "Future Council Initiated Agenda Items" Section of the agenda. When a Future Council Initiated Agenda Item is requested, the Council Member making the request will send the City Manager a brief

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summary outlining the request and any relevant background. If the requested item is not included in the current Strategic Priorities Workplan, the team will bring forward the item at a future Council Meeting within 30-45 days of the request via a brief staff report, including the brief summary provided by the requesting Council Member. At that meeting, the City Council will review the request and determine if the majority of the City Council wants the items agendaized at a future meeting for discussion.

- 4.3 Limitation to Act on Only Items on the Agenda:** No action shall be taken by the City Council on any item not on the posted agenda, subject only to the exceptions listed below:
- a. Upon a majority determination that an "emergency situation" (as defined by State Law) exists; and
 - b. Upon a determination by a 4/5 vote of the City Council that there is a need to take immediate action and that the need to take the action came to the attention of City officials subsequent to posting of the agenda.
- 4.4 Change in Order of Business:** The Mayor or Presiding Officer may decide to take matters listed on the agenda out of the prescribed order unless a majority of members present object to this variation.
- 4.5 City Council Reports:** On an alternating basis, at each Regular City Council meeting, with a time limit of three minutes, a Council Member has the opportunity to share with the Council and community any pertinent updates or information in regard to their appointments to outside agencies, upcoming events, or relevant City business. These are non-action items.
- 4.6 City Manager Report:** These are updates on current City activities, reports on issues raised at previous Council meetings, or recognitions. These are non-action items.
- 4.7 City Attorney Report:** These are updates on current City activities, reports on issues raised at previous Council meetings, or reportable actions of the City Council in Closed Sessions and/or current litigation. These are non-action items.
- 4.8 Other Reports:** These are pertinent updates or information on upcoming activities or events relevant to City business with a time limit of one minute. These are non-action items.
- 4.9 Public Comment for items not on the agenda:** This refers to those matters not scheduled on the agenda where a member of the public wants to address a matter of importance to the City Council. Since the matter is not on the agenda, no action by Council can be taken. If a member of Council so desires, the matter can be placed on the agenda of a future Council meeting for review and consideration.
- 4.10 Consent Calendar:** These are items of a routine or generally uncontested nature. Any member of the Council or member of the public may request to have an item pulled from the consent calendar and acted on individually by the Council. Items pulled will be discussed after action is taken on the balance of the consent calendar. The Mayor shall decide if the items are heard before or after moving on to public hearing and other business items.
- 4.11 Public Hearings:** These are matters that are duly noticed and published in a newspaper of general circulation and where required by law, written notice is given to the affected

residents who have the opportunity to speak in favor or against a matter or ask questions about the matter.

- 4.12 Other Business:** These are other matters of City business which are not appropriately placed on the consent calendar and do not require published notices and require Council action and direction.
- 4.13 Future Business:** These are items that members of the City Council wish to discuss to potentially take action on or have placed on future agendas.

SECTION 5. ORDER OF BUSINESS

5.1 The order of business at meetings of the City Council shall be as follows:

- a. CALL TO ORDER
- b. ROLL CALL ATTENDANCE
- c. DECLARATION OF POSTING AGENDA
- d. WORKSHOP (if needed; 5:00-6:00 p.m., or as deemed appropriate)
- e. CLOSED SESSION (if needed; 6:00-7:00 p.m., or as deemed appropriate)
- f. SILENT INVOCATION
- g. PLEDGE OF ALLEGIANCE
- h. PRESENTATIONS
- i. PROCLAMATIONS
- j. RECOGNITIONS
- k. CITY COUNCIL REPORTS
- l. CITY MANAGER'S REPORT
- m. CITY ATTORNEY'S REPORT
- n. OTHER REPORTS
- o. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA
- p. ADOPTION OF AGENDA
- q. CONSENT CALENDAR
- r. PUBLIC HEARINGS
- s. OTHER BUSINESS
- t. FUTURE COUNCIL INITIATED AGENDA ITEMS

u. CLOSED SESSION

v. ADJOURNMENT

SECTION 6. PUBLIC COMMENT

- 6.1 Public Comment:** Persons present at meetings of the City Council may comment on individual items on the agenda at the time the items are scheduled to be heard. In addition, comments may be offered on items not on the agenda under that portion of the agenda. In accordance with State law, matters not scheduled on the agenda cannot be acted upon by the City Council, but items raised by the public during public comment may be referred to a future City Council agenda at the request of the Mayor or City Council.
- 6.2 Limitations:** The public comment period may be 3 minutes for items on the agenda or items not listed on the agenda. Speakers are called in the order the speaker cards are submitted. Project applicants or appellants will be allowed more than the designated 3 minutes in accordance with City Council Policy 03-01. Consistent with this policy, the Mayor or Presiding Officer may recall an applicant or appellant to address questions after the public comment is heard. In addition, applicants will be given time at the end of the public hearing to address any questions or comments.

The Mayor or Presiding Officer may allow speakers who wish to speak under public comment for items not on the agenda to concede a portion of their time, specifically, one speaker may concede a portion of their time to one other speaker. For all other business items, the Mayor or Presiding Officer may allow speakers more time and/or allow speakers to concede a portion of their time to a designated speaker of a group, specifically up to two speakers may concede their time to one speaker, unless a majority of the City Council objects. Speakers that wish to designate a group speaker shall notify the City Clerk before discussion on the item begins. Additionally, any speaker that concedes their time must be present at that City Council meeting. Speaker who would like to share documents or presentations may do so by submitting said document to the City Clerk by noon on the day of the City Council Meeting. Speaker may not share videos or presentations with videos embedded within them.

- 6.3 Procedure:** To address the City Council, each speaker is requested to fill out a Speaker Card and turn it in to the City Clerk before discussion on the agenda item begins. The speaker is requested to provide their name, contact information, and the subject(s) upon which the speaker wishes to address the City Council. Speakers who do not wish to provide their name should provide an alternative designation so that they can be called to speak by the City Clerk.

Public comment may be provided in writing for items on the agenda, as well as for items not on the agenda. Public comment in writing may be submitted via email to ccpubliccomment@morganhill.ca.gov or by mail to the City Clerk at 17575 Peak Avenue, Morgan Hill, CA 95037. Please email your comments to the City Clerk no later than 3:00 p.m. on Tuesday (the day before the City Council meeting) for your comments to be submitted to the members of the City Council with sufficient time to review the comments. You may continue to provide written comments up to noon on Wednesday (the day of the meeting although Council Members may not have sufficient time to review them. Public

comments submitted to the City Clerk after noon the day of the meeting will be provided to the City Council as time allows.

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

SECTION 7. PROCEDURES FOR THE CONDUCT OF MEETINGS

7.1 Role of the Mayor/Presiding Officer:

- a.** The Presiding Officer of the City Council, who shall be the Mayor or in the Mayor's absence shall be the Mayor Pro Tempore, or in their absence any other designated member of the City Council, shall be responsible for maintaining the order and decorum of meetings. It shall be the duty and responsibility of the Presiding Officer to ensure that the rules of operation and decorum contained herein are observed. The Presiding Officer shall maintain control of communication between Council Members and between the Council, staff, and public.
- b.** Communication with Council Members:
 1. Council Members should request the floor from the Presiding Officer before speaking.
 2. When one member of the Council has the floor and is speaking, other Council Members shall not interrupt or otherwise disturb the speaker.
 3. During both questions, when one Council Member has the floor, they are limited to 5 minutes. During discussion, the Mayor and Council Members as a whole are limited to 15 minutes. The time limit may be extended at the Mayor's discretion.
 4. With the concurrence of the Mayor, a Council Member holding the floor may address a question to another Council Member. The Council Member being questioned may or may not respond while the floor is still held by the Council Member asking the question. The reply shall be limited to the question asked.
- c.** The Mayor or Presiding Officer may declare that an item within the meeting will be conducted in "workshop" format, which means that the procedures described in section 7.1B do not strictly apply. This is to allow for a more open discussion without strict formalities. The Mayor or Presiding Officer may end the workshop format for the item at his/her discretion.
- d.** Communication with Members of the Public Addressing the Council
 1. The Mayor or Presiding Officer shall open the floor for public testimony as appropriate.
 2. After a witness or subject matter expert has addressed the City Council during public comment, Council members may only ask questions of witnesses or

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subject matter experts. Such questions should be directed to the person through the Presiding Officer unless the Presiding Officer grants the Council Member permission to directly question the person.

3. Staff members, through the City Manager, shall be a resource to the City Council to answer questions arising during discussions between Council Members and between Council Members and members of the public. Communications in this regard shall be through the Presiding Officer.
4. Members of the public shall direct their questions and comments through the Presiding Officer.
- 7.2 Rules of Order: The City Council adopts no specific rules of order except those listed herein. The City Council shall refer to The Standard Code of Parliamentary Procedure by Alice Sturgis (McGraw Hill) as a guide for the conduct of meetings. The Sturgis guideline regarding not requiring seconds for governmental bodies' motions, resolutions or ordinances is not adopted as the rule in the City. The Mayor or Presiding Officer has the discretion to impose reasonable rules at any particular meeting based upon facts and circumstances found at any particular meeting. These latter rules will be followed unless objected to by a majority of the City Council members present.
- 7.3 Motions: The Mayor or any member of the City Council may bring a matter of business on the agenda before the Council by making a motion. Before the matter can be considered or debated it must be seconded. Once the motion has been properly made and seconded, the Presiding Officer shall open the matter for full debate offering the first opportunity to debate to the moving party and, thereafter, to any Council Member recognized by the Mayor or Presiding Officer. Debate shall be closed upon consent of a majority of the Council.
- 7.4 Reconsideration: Immediately after a vote on a matter, any member of the City Council may request to have his/her vote changed on a matter before the Council moves on to the next item. Such a request will be granted by the Mayor or Presiding Officer unless a majority of the Council objects.

A matter may be reconsidered by the City Council if a member on the prevailing side of the vote requests reconsideration. Such a motion may be made at a meeting where such action is taken or at a subsequent meeting of the Council, however, nothing in this policy precludes the majority of members of the City Council from requesting reconsideration of any item.

7.5 Debate:

- a. The discussions and deliberations at meetings of the City Council are to secure the informed judgement of Council members on proposals submitted for decision. This purpose is best served by the exchange of thought through discussion and debate.

Debate is regulated by these rules in order to assure every member a reasonable and equal opportunity to be heard.

- b. Obtaining the Floor for Debate:

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As soon as a debatable motion has been stated to the Council by the Mayor or Presiding Officer, any member of the Council has a right to discuss it after obtaining the floor. The member obtains the floor by seeking recognition from the Mayor or Presiding Officer. A member who has been recognized is entitled to be heard so long as he/she observes the rules of debate.

c. Speaking More Than Once:

To encourage the full participation of all members of the Council, no member or members shall be permitted to monopolize the discussion of the question. If a Council member has already spoken and other members wish to speak, the latter members should be recognized in preference to the member who has already spoken. However, if no other members seek recognition, the Mayor or Presiding Officer may recognize the member who has already spoken.

d. Relevancy of Debate:

All discussion must be relevant to the motion before the City Council. A member is given the floor only for the purpose of discussing the pending question; discussion which departs is out of order. The Mayor or Presiding Officer should then direct the speaker to limit discussion to the question before the City Council.

A motion-its nature or consequences-may be attacked vigorously. But it is never permissible to attack the motives, character, or personality of a member either directly or by innuendo or implication. It is the duty of the Mayor or Presiding Officer instantly to stop any member who engages in personal attacks. It is the motion, not its proposer, that is the subject of debate. Meetings must discuss measures and ideas, not people.

Arguments, for or against a measure, should be stated as concisely as possible.

Debate must be fundamentally impersonal. All discussion is addressed to the Mayor or Presiding Officer and must never be directed to any individual.

e. Mayor's Duties During Debate:

The Mayor or Presiding Officer has the responsibility of controlling and expediting debate. A Council member who has been recognized to speak on a question has a right to the undivided attention of the Council.

It is the duty of the Mayor or Presiding Officer to keep the subject clearly before the members, to rule out irrelevant discussion, and to restate the question whenever necessary.

SECTION 8. DECORUM

- 8.1 Council Members: Members of the City Council value and recognize the importance of the trust invested to them by the public to accomplish the business of the City. Council Members shall accord the utmost courtesy to each other, to City employees, and to the public appearing before the City Council.

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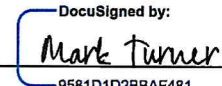
- 8.2** City Employees: Members of City staff shall observe the same rules of order and decorum applicable to the City Council. City staff shall act at all times in a business and professional manner towards Council Members and members of the public.
- 8.3** Public: Members of the public attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council.
- 8.4** Noise in the Chamber: Noise emanating from the audience within the Council Chamber or lobby area, which disrupts City Council meetings, shall not be permitted.
- 8.5** Sergeant-at-Arms: The Chief of Police, or his/her designated representative shall be ex-officio Sergeant-at-Arms of the City Council.

SECTION 9. VIOLATIONS OF PROCEDURES

- 9.1** Nothing in these policies and procedures shall invalidate a properly noticed and acted upon action of the City Council in accordance with State Law.

This policy shall remain in effect until modified by the City Council.

APPROVED:

DocuSigned by:

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MARK TURNER, MAYOR

From: [Christina Turner](#)
To: [Hilary Holeman](#)
Subject: FW: Agenda requests
Date: Monday, February 26, 2024 11:52:29 AM

From: Marilyn Librers <marilyn.librers@morganhill.ca.gov>
Sent: Wednesday, February 21, 2024 1:14 AM
To: Christina Turner <Christina.Turner@morganhill.ca.gov>
Subject: Agenda requests

I am requesting 2 items be placed on an agenda for later discussion.

1. Should the City Treasurer position be an appointed or elected position?
2. Should the City Treasurer position have term limits?

From: Christina Turner
Sent: Monday, March 4, 2024 7:27 AM
To: Hilary Holeman
Cc: Donald Larkin; Michelle Bigelow
Subject: Fwd: Future agenda item

From: Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>
Date: March 2, 2024 at 8:47:02 PM PST
To: Christina Turner <Christina.Turner@morganhill.ca.gov>
Subject: Future agenda item

Per my request:

Consider a Council Policy that the MH City Council would not entertain any positions on foreign or international events or subject matter concerning matters outside of the Morgan Hill purview.

Examples of matters outside of the local Morgan Hill community can and may include the following:

1. International events such as the Middle East crisis
2. Any wars outside of the United States
3. matters pertaining to major country's outside of the United States
4. Any matters outside of our county

Elected officials were elected to focus on issues related to the people of MH and focus in on the Safety and security of our citizens, Quality of life and our Sustainable MH document which lists clear focuses on some of the key areas of MH.

Sent from my iPad

CITY OF MORGAN HILL

CITY COUNCIL POLICIES AND PROCEDURES

CP-xx-xx

SUBJECT: CODE OF CONDUCT FOR PUBLIC MEETINGS IN THE COUNCIL CHAMBER AND CONFERENCE ROOMS

EFFECTIVE DATE: XXXXXXXX, 2023

ORIGINATING DEPARTMENT: CITY ATTORNEY

PURPOSE

The purpose of this policy is to establish rules of decorum for members of the public, City staff, and elected officials attending, bringing signs or other objects to, and/or addressing the legislative or policy body at meetings held in the Council Chamber and Conference Rooms, including meetings of the City Council and Commissions. The policy is intended to facilitate the conduct of public meetings in an open and orderly manner and in an environment safe for all persons in attendance.

SCOPE

This policy applies to persons attending public meetings in the Council Chamber and Conference Rooms.

POLICY

The Code of Conduct is intended to promote open meetings that welcome debate of public policy issues being discussed by the City Council and Commissions in an atmosphere of fairness, courtesy, and respect for differing points of view.

1. Public Meeting Decorum:

- a) Persons in ~~the audience~~ attendance will refrain from behavior which will disrupt the public meeting. This includes ~~making loud noises, clapping, shouting, booing, hissing, or engaging in any other activity in a manner~~ that disturbs, disrupts, or impedes the orderly conduct of the meeting.
- b) Persons in ~~the audience~~ attendance will refrain from creating, provoking, or participating in any type of disturbance involving unwelcome physical contact.
- c) ~~Persons in the audience will refrain from speaking to others in person and/or on the phone in the Council Chamber or Conference Rooms while the meeting is in session.~~
- d) ~~Appropriate attire, including shoes and shirts are always required in the Council Chamber and Conference Rooms.~~
- e) ~~Persons in the audience will not place their feet on the seats in front of them.~~

2. Signs, Objects, or Symbolic Material:

- a) Objects and symbolic materials, such as signs or banners, will be allowed in the Council Chambers and Conference Rooms, with the following restrictions:
 - i. No objects will be larger than 2 feet by 3 feet.
 - ii. No sticks, posts, poles, or other such items will be attached to the signs or other symbolic materials.
 - iii. The items cannot create a building maintenance problem or a fire or safety hazard.
- b) Persons with objects and symbolic materials such as signs must remain seated when displaying them and must not raise the items above shoulder level, obstruct the view or passage of other attendees, or otherwise disturb the business of the meeting.
- c) Objects that are deemed a threat to persons at the meeting or the facility infrastructure are not allowed. City staff is authorized to remove items and/or individuals from the Council Chamber and Conference Rooms if a threat exists or is perceived to exist. Prohibited items include, but are not limited to: firearms (~~including replicas and antiques~~), toy guns, explosive material, and ammunition; knives and other edged weapons; illegal drugs and drug paraphernalia; laser pointers, ~~sharp objects~~ scissors, razors, scalpels, box-cutting knives, and other cutting tools; letter openers, corkscrews, can openers with points, ~~knitting needles, and hooks~~; hairspray, pepper spray, and aerosol containers; ~~tools~~; ~~glass containers~~; and large backpacks and suitcases that contain items unrelated to the meeting.

3. Addressing the Council or Commission:

- a) Please see Section 6. Public Comment of City Council Policy 97-01, for information on addressing the City Council or Commission.
- b) Speakers should discuss topics related to City business on the agenda unless they are speaking during public comment for items not on the agenda.
- c) Speakers' comments should be addressed to the full body. Requests to engage the Mayor, Council Members, Commissioners, or staff in conversation will not be honored. Abusive language is inappropriate and ~~subject to may cause~~ removal from meeting.
- d) Speakers will not bring to the podium any items other than a prepared written statement, writing materials, or objects that have been inspected by security staff.
- e) If an individual wishes to submit written information, he or she may give it to the City Clerk or other administrative staff at the meeting.
- f) Speakers and any other members of the public will not approach the dais at any time during the meeting without prior consent from the Chair of the meeting.

Failure to comply with this Code of Conduct which may disturb, disrupt, or impede the orderly conduct of the meeting may result in removal from the meeting and/or possible arrest.

This policy shall remain in effect until modified by the City Council.

APPROVED:

MARK TURNER, MAYOR

DRAFT

From: Christina Turner
Sent: Monday, March 4, 2024 7:26 AM
To: Hilary Holeman
Cc: Donald Larkin; Michelle Bigelow
Subject: Fwd: Future agenda item

From: Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>
Date: March 2, 2024 at 9:01:04 PM PST
To: Christina Turner <Christina.Turner@morganhill.ca.gov>
Subject: Future agenda item

Per my request for a future agenda item:

Develop a policy on Disturbance within the Chamber during CC meetings. Specifically identifying what is and what is not acceptable. Some example may include:

1. Excessive clapping after or before a decision is made as this may inhibit others in the audience to participate in the meeting
2. Loud outbursts may also inhibit others from participating in the meeting
 - a. These types of disturbances may intimidate others to the point of not participating
3. Raising various items like cards or flags as this may be very distracting for others to fully participate in the public's meeting

Although the public has a right to fully participate, fear and intimidation to others should never be allowed, we should always encourage respectful and civil participation.

Sent from my iPad